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: 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 $80,743.00.

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 – Treasurer Debt

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

Decrease: Juvenile Detention Center (1000-A04B-5-0150) PO # 2951 in the amount of $80,743.00.

Increase: Treasurer Debt (1000-A01C-5-5-100) in the amount of $80,743.00.

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 – Treasurer Debt

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

Appropriate: Treasurer Debt (1000-A01C-5-5-100) in the amount of $419,257.00

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

Stacey L. McKenzie
MADISON COUNTY TREASURER
Email – treasurer@co.madison.oh.gov

PO Box 675
1 North Main St
London, Ohio 43140

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

November 8, 2022

Madison County Commissioners
1 N Main St
London Ohio 43140

Dear Commissioners,

Please appropriate 500,000.00 to line 1000-A01C-55100. This is for a bond for Madison County Emergency District. They will be charged 3.5% and this is a 5 year bond.

Sincerely,

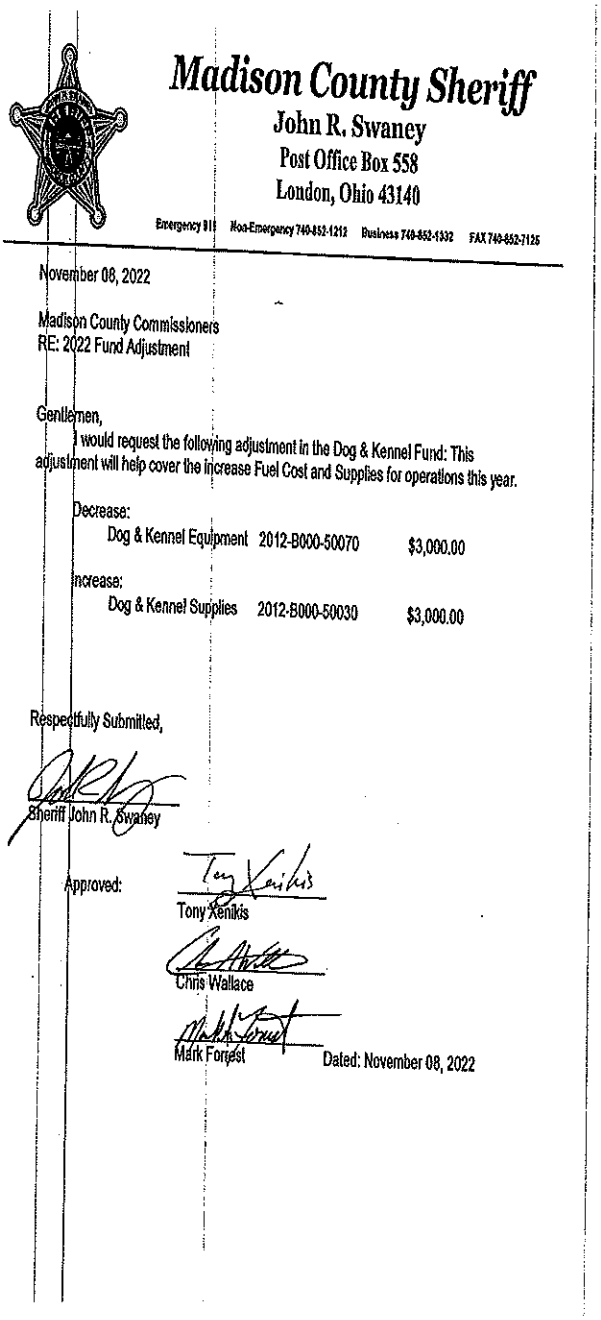
Stacey L. McKenzie, Madison County Treasurer

Subject: Budget Revision – Approved – Sheriff

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

Decrease: Dog & Kennel Equipment (2012-B000-5-0070) in the amount of $3,000.00.

Increase: Dog & Kennel Supplies (2012-B000-5-0030) in the amount of $3,000.00.



Madison County Sheriff

John R. Swaney
Post Office Box 558
London, Ohio 43140

Emergency 911 Non-Emergency 740-852-1212 Business 740-852-1332 FAX 740-852-7125

November 08, 2022

Madison County Commissioners
RE: 2022 Fund Adjustment

Gentlemen,

I would request the following adjustment in the Dog & Kennel Fund: This adjustment will help cover the increase Fuel Cost and Supplies for operations this year.

Decrease:
Dog & Kennel Equipment 2012-B000-50070 $3,000.00

Increase:
Dog & Kennel Supplies 2012-B000-50030 $3,000.00

Respectfully Submitted,

Sheriff John R. Swaney

Approved:

Tony Xenikis

Chris Wallace

Mark Forrest Dated: November 08, 2022

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 – Bonding Station

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

Decrease: Commissioners Other (1000-A01A-5-0046) in the amount of $1,000.60.

Increase: Bonding Station (1000-A04B-5-0156) in the amount of $1,000.60.

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 – Bonding Station

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

Increase: Bonding Station (1000-A04B-5-0156) PO # 2823 in the amount of $1,000.60.

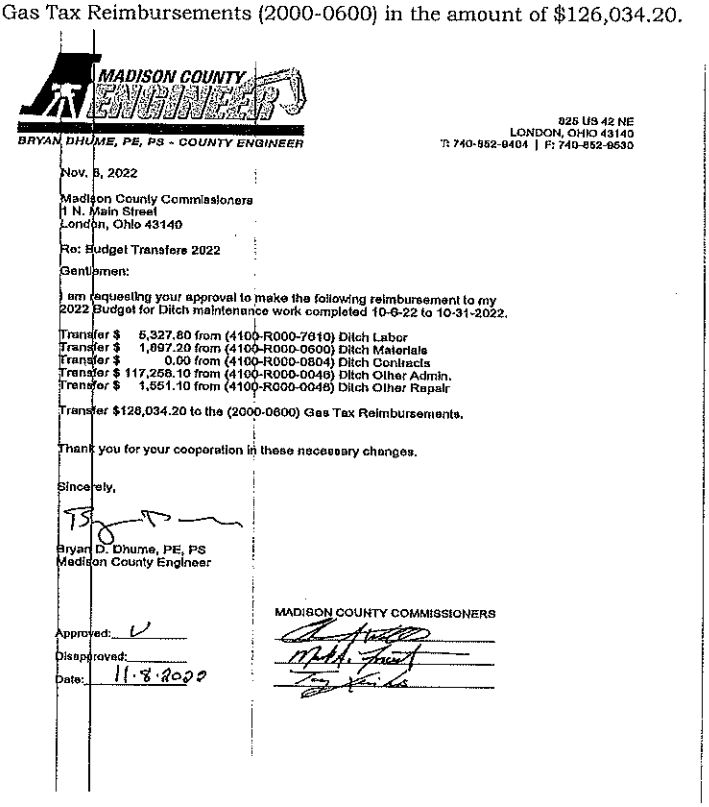
Following a second from Dr. Xenikis the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, and Dr. Xenikis, yes.

Subject: Transfer – Approved – Engineer

Mr. Forrest moved per the request of Bryan Dhume, Engineer, to approve the transfer request for the following:

Transfer from: Ditch Labor (4100-R000-7610) in the amount of $5,327.80.
Transfer from: Ditch Materials (4100-R000-0600) in the amount of $1,897.20.
Transfer from: Ditch Other Admin. (4100-R000-0046) in the amount of $117,258.10.
Transfer from: Ditch Other Repair (4100-R000-0046) in the amount of $1,551.10

Transfer to: Gas Tax Reimbursements (2000-0600) in the amount of $126,034.20.



MADISON COUNTY ENGINEER

BRYAN DHUME, PE, PS - COUNTY ENGINEER

825 US 42 NE
LONDON, OHIO 43140
T: 740-852-9404 | F: 740-852-9630

Nov. 8, 2022

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

Re: Budget Transfers 2022

Gentlemen:

I am requesting your approval to make the following reimbursement to my 2022 Budget for Ditch maintenance work completed 10-6-22 to 10-31-2022.

Transfer $ 5,327.80 from (4100-R000-7610) Ditch Labor
Transfer $ 1,897.20 from (4100-R000-0600) Ditch Materials
Transfer $ 0.00 from (4100-R000-0804) Ditch Contracts
Transfer $ 117,258.10 from (4100-R000-0046) Ditch Other Admin.
Transfer $ 1,551.10 from (4100-R000-0046) Ditch Other Repair

Transfer $126,034.20 to the (2000-0600) Gas Tax Reimbursements.

Thank you for your cooperation in these necessary changes.

Sincerely,

Bryan D. Dhume, PE, PS
Madison County Engineer

MADISON COUNTY COMMISSIONERS

Approved: V
Disapproved:
Date: 11.8.2022

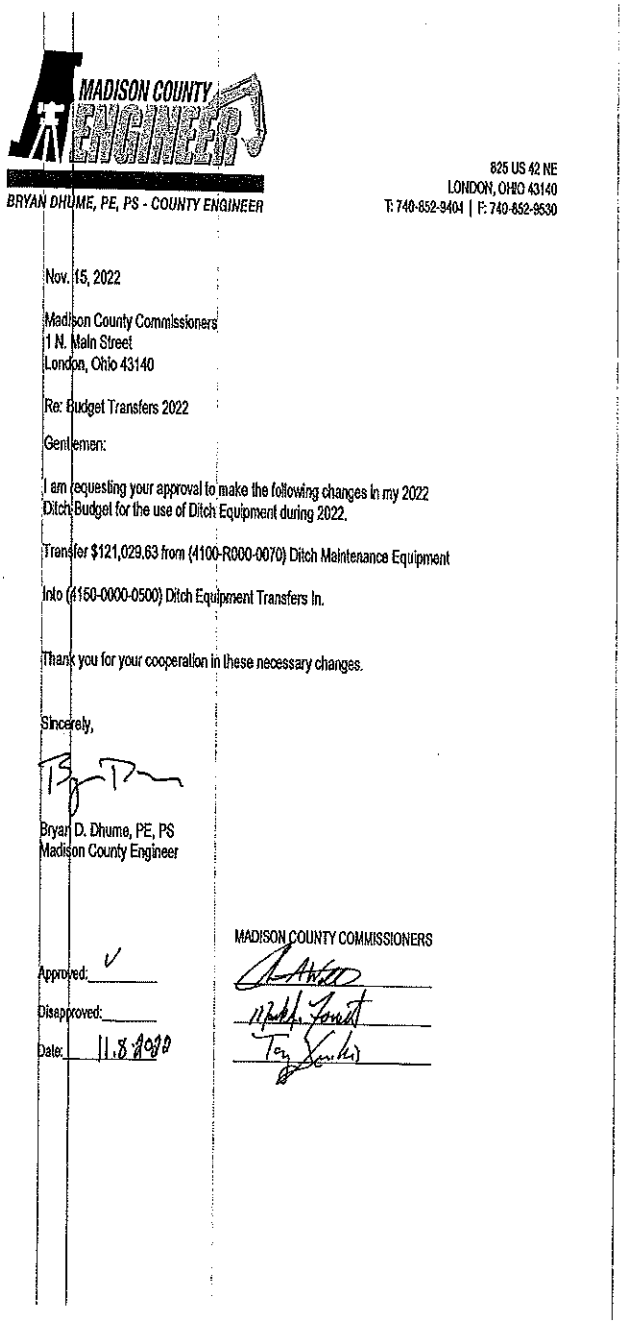
Following a second from Dr. Xenikis the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, and Dr. Xenikis, yes.

Subject: Transfer – Approved – Engineer

Mr. Forrest moved per the request of Bryan Dhume, Engineer, to approve the transfer request for the following:

Transfer from: Ditch Maintenance Equipment (4100-R000-0070) in the amount of $121,029.63.

Transfer to: Ditch Equipment Transfers In, (4150-0000-0500) in the amount of $121,029.63.



MADISON COUNTY ENGINEER

BRYAN DHUME, PE, PS - COUNTY ENGINEER

825 US 42 NE
LONDON, OHIO 43140
T: 740-852-9404 | F: 740-852-9530

Nov. 15, 2022

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

Re: Budget Transfers 2022

Gentlemen:

I am requesting your approval to make the following changes in my 2022 Ditch Budget for the use of Ditch Equipment during 2022.

Transfer $121,029.63 from (4100-R000-0070) Ditch Maintenance Equipment

Into (4150-0000-0500) Ditch Equipment Transfers In.

Thank you for your cooperation in these necessary changes.

Sincerely,

Bryan D. Dhume, PE, PS
Madison County Engineer

MADISON COUNTY COMMISSIONERS

Approved: ✓

Disapproved: ____

Date: 11.8.2022

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 – Engineer

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

Decrease: Contract Projects (2000-K100-0804) in the amount of $150,100.00.

Increase: Garage Parts (2000-K100-0800) in the amount of $10,000.00.
Increase: Utilities (2000-K100-0802) in the amount of $10,000.00.
Increase: Workers Comp (2000-K100-0506) in the amount of $100.00.
Increase: Road Materials (2000-K100-0601) in the amount of $80,000.00.
Increase: Roads Labor (2000-K100-0200) in the amount of $50,000.00.

MADISON COUNTY ENGINEER

BRYAN DHUME, PE, PS - COUNTY ENGINEER

825 US 42 NE
LONDON, OHIO 43140
T: 740-852-9404 | F: 740-852-9530

Nov 8, 2022

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

Re: Budget Changes 2022

Gentlemen:

I am requesting your approval to make the following changes in my 2022 Gas Tax Budget:

Increase (2000-K100-0800) Garage Parts	$ 10,000.00
Increase (2000-K100-0802) Utilities	$ 10,000.00
Increase (2000-K100-0506) Workers Comp	$ 100.00
Increase (2000-K100-0601) Road Materials	$ 80,000.00
Increase (2000-K100-0200) Roads Labor	$ 50,000.00
Decrease (2000-K100-0804) Contract Projects	$ 150,100.00

Adjusted beginning balances will be as indicated below:

(2000-K100-0800) Garage Parts	$ 180,400.00
(2000-K100-0802) Utilities	$ 65,011.08
(2000-K100-0506) Workers Comp	$ 18,524.45
(2000-K100-0601) Road Materials	$ 1,949,340.00
(2000-K100-0200) Road Labor	$ 1,666,962.63
(2000-K100-0804) Contract Projects	$ 1,399,470.00

Thank you for your cooperation in these necessary changes.

Sincerely,

Bryan D. Dhume, PE, PS
Madison County Engineer

MADISON COUNTY COMMISSIONERS

Approved: ✓

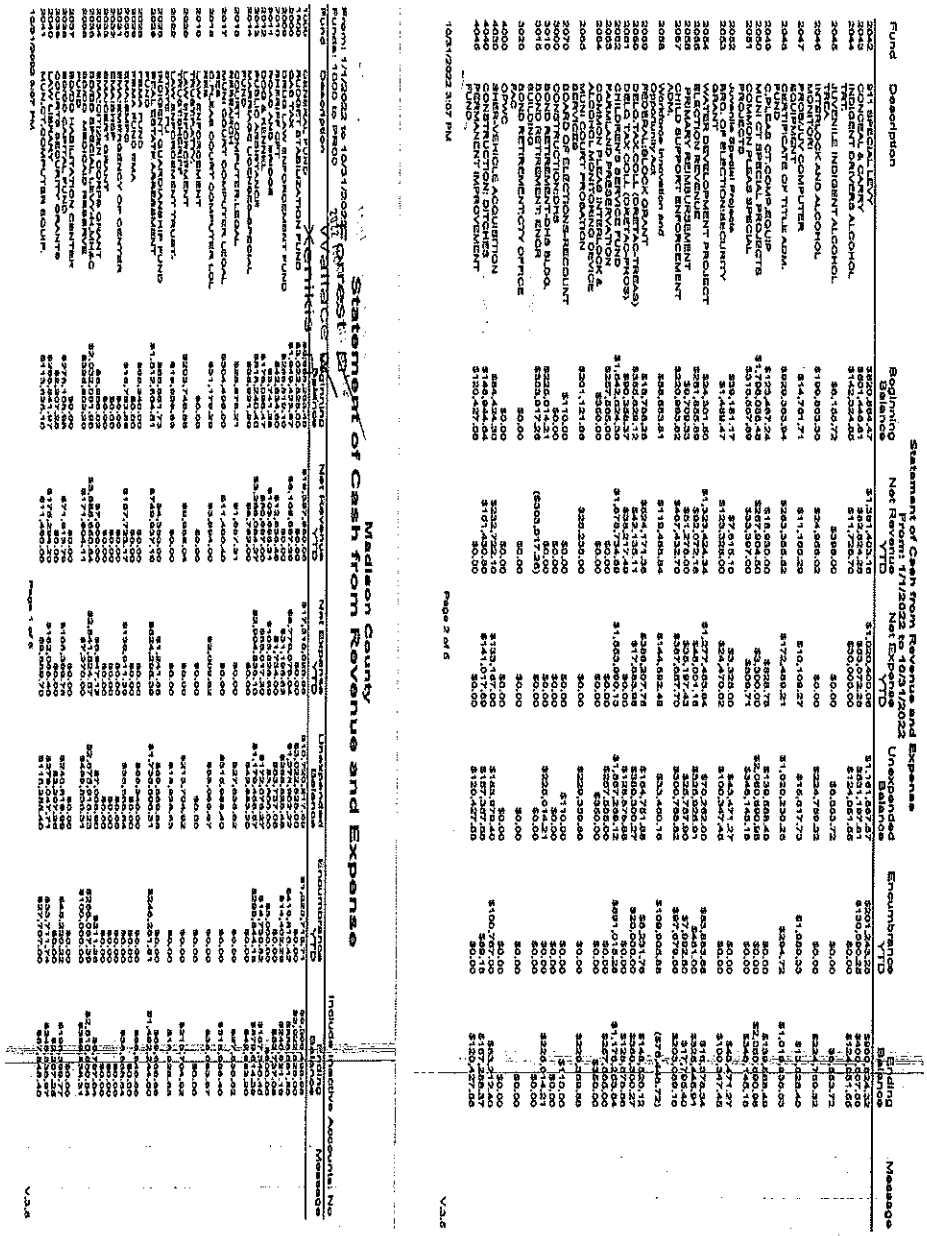
Disapproved: ____

Date: 11-8-2022

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

Subject: Monthly Cash Statement – Approved – Madison County

Mr. Forrest moved to approve Madison County's monthly cash statement from revenue and expense statement.



Statement of Cash from Revenue and Expense
From: 1/1/2022 to 10/31/2022

Fund	Description	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance YTD	Ending Balance	Message
7047	FAMILY COUNCIL FOSS	$0.00	$29,704.85	$25,113.90	$4,590.95	$0.00	$4,590.95	
7048	FAMILY & CHILDREN FIRST	$155,742.40	$142,846.34	$173,114.67	$125,474.07	$24,000.00	$101,474.07	
7049	FAMILY SERVICES	$158,719.42	$147,775.18	$116,094.82	$190,399.78	$10,546.01	$179,853.77	
7050	EVEN START	$194,116.83	$236,992.00	$218,644.49	$212,264.34	$17,350.00	$194,914.34	
7051	HELP ME GROW - FC	$96,838.26	$112,652.74	$113,007.16	$94,483.84	$13,000.00	$81,483.84	
7052	HELP ME GROW-TANF	$50,810.09	$59,754.03	$76,908.04	$40,656.08	$6,903.85	$33,752.23	
7053	HELP ME GROW-PART C	$0.00	$33,523.88	$33,523.88	$0.00	$0.00	$0.00	
7054	CHILDREN TRUST FUND - FC	$10,000.00	$0.00	$10,000.00	$0.00	$10,000.00	($10,000.00)	
7055	WELLNESS - FC	$0.00	$25,113.90	$21,252.34	$3,861.56	$0.00	$3,861.56	
7056	PT MEMORIAL FUND	$2,511.03	$0.00	$0.00	$2,511.03	$0.00	$2,511.03	
7057	Multi System Youth-Medicaid	$218,568.64	$223,743.02	$216,529.63	$225,682.03	$113,374.43	$112,307.60	
7059	HELP ME GROW CONTINGENCY	$224,892.78	$0.00	$0.00	$224,892.78	$0.00	$224,892.78	
7060	DEPT EI ARPA	$0.00	$18,671.58	$11,897.67	$6,773.69	$14,029.54	($7,255.85)	
7062	PREVENTION EDUCATION OTHER	$167,873.46	$139,666.62	$163,440.97	$143,998.11	$8,678.84	$135,319.27	
7064	OPS-SAFE COMMUNITIES	$8,853.75	$7,011.83	$8,191.55	$7,474.04	$0.00	$7,474.04	
7065	HEALTH DEPT. GRANT-PHEP	$57,636.19	$107,472.76	$76,983.61	$88,125.34	$10,000.00	$78,125.34	
7066	HEALTH FUND	$1,643,985.55	$1,341,634.59	$876,614.35	$2,108,985.80	$48,969.24	$2,060,016.56	
7067	SWIMMING POOL FUND	$781.58	$3,021.00	$2,383.71	$2,398.87	$425.00	$1,973.87	
7068	Health Department Grants	$46,944.27	$33,533.52	$10,449.52	$70,391.27	$4,553.48	$65,777.79	
7069	PUBLIC HEALTH NURSING FUND	$77,047.63	$429,178.45	$380,545.49	$125,680.49	$1,348.10	$124,332.39	
7070	FOOD SERVICE FUND	$20,306.05	$95,158.46	$62,225.29	$53,241.22	$548.00	$52,693.22	
7071	HEALTH DEPT GRANTS: Public Health Workforce	$1,562.13	$118,358.49	$71,116.56	$48,804.06	$1,170.00	$47,634.06	
7072	CAMPS & PARKS FUND	$2,567.44	$624.00	$990.75	$2,200.69	$0.00	$2,200.69	
7073	FEDERAL FUND: WIC	$24,247.46	$195,956.45	$188,325.27	$51,878.64	$0.00	$51,878.64	
7074	RHW	$108,207.88	$67,794.71	$60,506.55	$115,496.04	$845.46	$115,650.58	
7075	CHIP PROGRAM	$90,348.56	$5,330.00	$14,555.00	$81,121.56	$0.00	$81,121.56	
7076	LOCAL EMERGENCY PLANNING COMM.	$23,769.94	$20,722.09	$16,836.09	$27,655.94	$0.00	$27,655.94	
7077	COMM.CORR.ACT PLANNING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
7080	FELONY DELINQUENT CARE&CUSTODY	$139,732.63	$185,584.57	$180,912.69	$144,404.21	$30,087.80	$114,316.41	
7100	D.A.R.E. PROGRAM FUND	$76,585.86	$25,637.52	$6,784.54	$95,538.94	$0.00	$95,538.94	
7105	Arson Registery	$250.00	$50.00	$0.00	$300.00	$0.00	$300.00	
7106	Medicaid Local Sales Tax Transition Fund	$738,814.78	$0.00	$0.00	$738,814.78	$0.00	$738,814.78	
7107	Sex Offender Fees	$700.00	$100.00	$0.00	$800.00	$0.00	$800.00	
7110	Common Pleas Technology Grant Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
7120	AMITY PIKE BRIDGE IMPROVEMENT	$13,823.31	$0.00	$0.00	$13,823.31	$0.00	$13,823.31	
7121	POSITIVE PAY RETURNED CHECKS	$2,150.35	$0.00	$0.00	$2,150.35	$0.00	$2,150.35	
7125	PARK DISTRICT	$853.82	$1,647.40	$1,852.40	$648.82	$2,000.00	($1,351.18)	
7126	DOUBLE BOND PROPERTY	$19,839.64	$0.00	$0.00	$19,839.64	$0.00	$19,839.64	
7200	AGENCY:M,V,TWP,PERMISIVE TAX	$31.55	$100,946.53	$100,946.53	$31.55	$0.00	$31.55	

Statement of Cash from Revenue and Expense

Statement of Cash from Revenue and Expense
From: 1/1/2022 to 10/31/2022

Fund	Description	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance YTD	Ending Balance	Message
7300	AGENCY:USGS MERIT-BIG DARBY	$1,250.00	$0.00	$0.00	$1,250.00	$0.00	$1,250.00	
7305	INDIGENT APPLICATION FEE	$1,374.00	$9,038.05	$6,486.00	$3,926.05	$0.00	$3,926.05	
7310	AGENCY:BD.ELEC.COMM	$0.00	$140.00	$140.00	$0.00	$0.00	$0.00	
7315	AGENCY:UNCL.MONEY	$504,297.12	$57,085.61	$0.00	$561,382.73	$0.00	$561,382.73	
7320	AGENCY:AUTO REGISTRATION	$5,820.88	$187,625.83	$187,625.83	$5,820.88	$0.00	$5,820.88	
7321	AGENCY: CORP.MV.PERMISSIVE TX	$1,091.78	$81,455.59	$81,455.59	$1,091.78	$0.00	$1,091.78	
7325	AGENCY:GENERAL TAX	$1,486,484.40	$58,677,227.40	$58,958,447.92	$1,205,263.88	$0.00	$1,205,263.88	
7326	AGENCY:ESTATE TAX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
7327	AGENCY:OHIO HOUSING TRUST FUND	$94,088.75	$183,435.30	$241,216.70	$36,307.35	$259,155.49	($232,848.14)	
7328	AGENCY:PERS.PROPERTY	$1,850.83	$0.00	$0.00	$1,850.83	$0.00	$1,850.83	
7329	AGENCY:MOBILE HOME TAX	$14,282.73	$113,534.69	$121,511.12	$6,306.30	$0.00	$6,306.30	
7330	AGENCY:CIGARETTE TAX	$54.06	$4,397.93	$4,375.89	$76.10	$0.00	$76.10	
7331	AGENCY:LOCAL GOVT.	$86,321.64	$2,338,104.78	$2,338,104.68	$86,321.64	$0.00	$86,321.64	
7332	AGENCY:TWP.GAS&CENTS/GAL	$0.00	$1,595,234.50	$1,595,234.50	$0.00	$0.00	$0.00	
7333	AGENCY:L.GOVT.REV.ASST	$16,550.35	$0.00	$0.00	$16,550.35	$0.00	$16,550.35	
7334	AGENCY:LAW LIBRARY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
7340	CLERK OF COURTS COLLECTIONS	$112.50	$455.94	$0.00	$568.44	$0.00	$568.44	
8000	Covid State & local Fiscal Recovery	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
8005	CARES	$4,647,421.44	$4,344,236.00	$907,018.21	$8,084,639.23	$3,398,538.23	$4,686,101.00	
PR00	AGENCY:PAYROLL CLEARING	($143,513.10)	$79,833.19	$94,290.56	($158,170.47)	$0.00	($158,170.47)	
Grand Total:		$44,114,858.29	$119,122,361.95	$110,271,195.61	$52,966,022.63	$8,986,462.92	$43,979,559.71	

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

Subject: Standard Form of Agreement – Approved – Sommerford Sewer Project

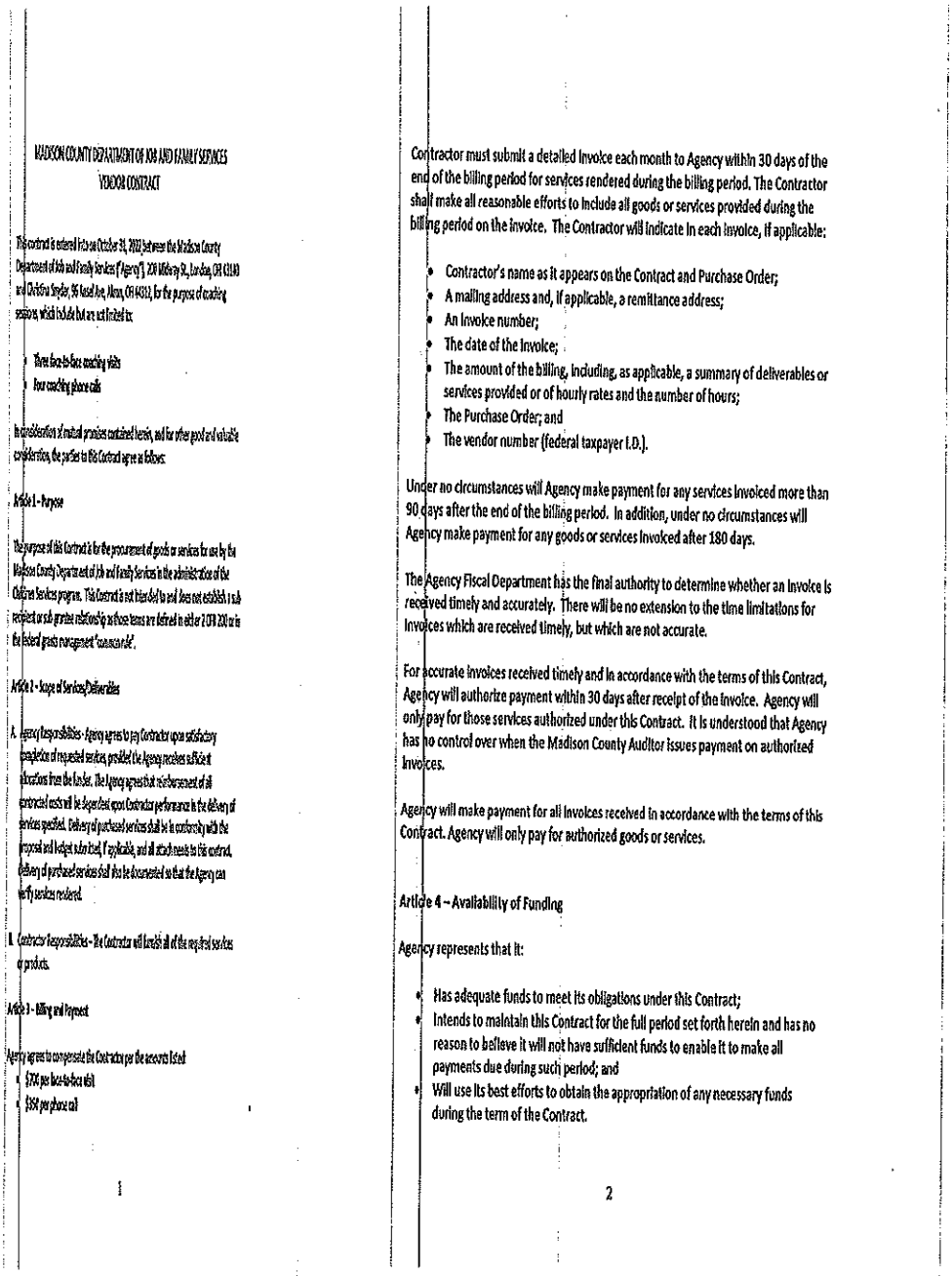
Mr. Forrest moved to approve the standard form of agreement between Madison County and Kovalen for the grinder pumps for the Sommerford Sewer Project. This did go out to bid and Kovalen was selected as the best and recommended vendor. This agreement contract is to provide the grinder pumps along with the notice to proceed with the County Administrator to sign.

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 between Christina Snyder and Department of Job & Family Services for the purchase of coaching sessions which include but are not limited to:

- Three face - to – face coaching visits.
- Four coaching phone calls.



MADISON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR CONTRACT

This contract is entered into on October 31, 2020 between the Madison County Department of Job and Family Services ("Agency"), 200 Millbrook St., London, OH 43140 and Christina Snyder, 56 Hazel Ave, Akron, OH 44313, for the purpose of coaching sessions, which include but are not limited to:

- Three face-to-face coaching visits
- Four coaching phone calls

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 Ohio Works First 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 State. The Agency agrees that reimbursement of all contractual costs will be dependent upon Contractor performance in the delivery of services specified. Delivery of purchased services shall be in conformity with the proposal and budget submitted, if applicable, and all attached revisions to this contract. Delivery of purchased services shall also be documented so that the Agency can verify services rendered.

B. Contractor Responsibilities - The Contractor will furnish all of the requested services or products.

Article 3 - Billing and Payment

Agency agrees to compensate the Contractor per the amounts listed:

- $200 per face-to-face visit
- $50 per phone call

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.

[illegible] Contractor understands that availability of funds is contingent on funding appropriated by the State of Texas and the Federal Government, appropriations made by the 87th General Assembly, and by the Department of Aging and Disability Services, and appropriations by the Harrison County Commissioners.

If funds are not appropriated or made available for the continuance of the specific services provided by the Contractor, Agency may terminate the products or services provided by the Contractor at the end of the period for which funds are available. Agency will notify the Contractor of the limited availability of funds for the products or services affected by the shortage of funds. No penalty shall accrue to Agency in the event this provision is exercised, and Agency shall not be obligated or liable for any future payments due to Contractor resulting from termination under this provision.

Article 5 - Duration of Contract

A. This Contract will be effective from September 1, 2021 for a duration of [illegible] this Contract, or the completion of the availability of funds [illegible], whichever is later, through August 31, 2023 inclusive, unless otherwise extended as provided in Article 7 of this Contract, or terminated as provided in Article 8 of this Contract.

B. Notwithstanding the foregoing, it is expressly understood by both Agency and Contractor that the commencement of work and all deliverables of the Medicaid Nursing Facility Program pursuant to Section 1903 (q) [illegible] that the amount required to exceed the Agency's obligations in the event of nonappropriation by the Texas Legislature of funds sufficient to support the work required to be performed or deliverables to be provided, [illegible] amount required to exceed the obligations of the Agency in any fiscal year of this Contract or any subsequent fiscal year covered by this Contract, and [illegible] Agency and Contractor shall have any further duty or obligation to negotiate or execute any amendments to this Contract for such purposes and [illegible] the necessary and proper approvals and appropriations of funds by the appropriate governmental entities.

C. Upon the expiration of the Contract under this Article 5, Contractor expressly agrees to continue performance under the Contract for any work performed or services provided under this Contract prior to the effective date of this Contract or subsequent to the termination date of this Contract.

Article 6 - Alteration of Contract

The Agency and Contractor may determine that an alteration of this Contract is for the best interest of both parties. Therefore, by mutual agreement of the parties, this Contract may be altered for two (2) additional one (1) year terms with an increase in the rate or change in the products or services to be provided, except as specified in written amendment signed by both parties. Alteration 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 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 12 - Conflict of Interest/Ethics

Contractor agrees that Contractor shall not provide or offer to any agency officer, employee or agent any gifts of value, including employment or promise of employment within the scope of his or her duties. Contractor shall not offer any officer, employee or agent of the agency, or within any department of the Madison County code of conduct of conduct any personal and financial interest which could conflict with the performance of this contract.

Contractor agrees that it shall refrain from providing gifts to any agency officer, employee or agent regardless of value that is of such character as to manifest substantial and improper influence upon the duty, employment or agent with respect to his duties, employee's or agent's duties, or which any agency officer, employee or agent is obliged by reason of standards of conduct in sections 12C.8, 12C.9, 12C.10 or 12C.11, Madison Code, and shall refrain from conflicts of interest, and other forms of bias.

Contractor agrees to comply fully in compliance with and will maintain compliance with the requirements of sections 12C.8, 12C.9, 12C.10, and 12C.11 of the Madison Code and to the extent of the Agency's role of knowledge, applicable to Contractor and for the contractor and promptly notify the Agency of any newly arising conflicts of interest or potential violations of the stated laws.

Article 13 - Independent Contractor

Contractor agrees that no agency, employee, joint venturer, or partnership has been created between the parties by the entering into of this Contract. Contractor further agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal or other tax liabilities arising from Contractor's employees' compensation, and assumes responsibility for any injuries to persons arising out of or as a result of compensation received for services performed under this Contract.

Contractor agrees that it is an independent contractor for all purposes including but not limited to the application of the Fair Labor Standards Act, the Federal Unemployment Tax Act, the Federal Insurance Contributions Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, as amended, and the Age Discrimination in Employment Act of 1967, as amended, and the regulations promulgated pursuant to the foregoing statutes. Contractor agrees that it is responsible for providing any insurance coverage or benefits required by law for Contractor or its employees including but not limited to workers' compensation insurance. Contractor also agrees that, as an independent contractor, Contractor is responsible to pay all federal, state and local taxes, including but not limited to penalties and interest, applicable to the compensation paid to Contractor's employees and to timely withhold, collect, report and pay all such taxes and withholdings. Contractor agrees that it will not withhold any taxes or withholdings from compensation paid to Contractor with the expectation that Contractor will pay its own taxes. Contractor agrees that it will indemnify and hold Agency harmless from any obligation to pay taxes, withholdings, and benefits for Contractor or Contractor's employees.

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 any indirect or consequential damages, including loss of profits, even if Agency knew or should have known of the possibility of such damages.

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

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

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 20 - Compliance Requirements

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

- Federal Income Tax (26 U.S.C. 276 to 276-2) Public Law 98-369, as supplemented by Department of Labor regulations (29 CFR Part 5);
- Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 330) as supplemented by Department of Labor regulations (29 CFR part 5);
- Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemental in Department of Labor regulations (29 CFR 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 CFR 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);
- 18 CFR Part 60 and 41 CFR 19 regarding equal employment opportunity. Contractor will make it a part of this contract and all employees performing labor or representation under this contract, while working on city, county, or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way;
- Section 107 (d) (1) and 3, Federal 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 business association, including, without limitation, a professional association organized under Chapter 1785, Revised Code, unless a bond.

Article 21 - Child Support

Contractor agrees to cooperate with ODJFS 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 Chapter 3113, 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, Director — Date 11/4/22

Christina Snyder — Date 11/4/22

MADISON COUNTY PROSECUTOR
Approved as to Form and Legal Sufficiency

By: For Nicholas Adkins

Date 11/7/22

BOARD OF MADISON COUNTY COMMISSIONERS

Commissioner

Commissioner

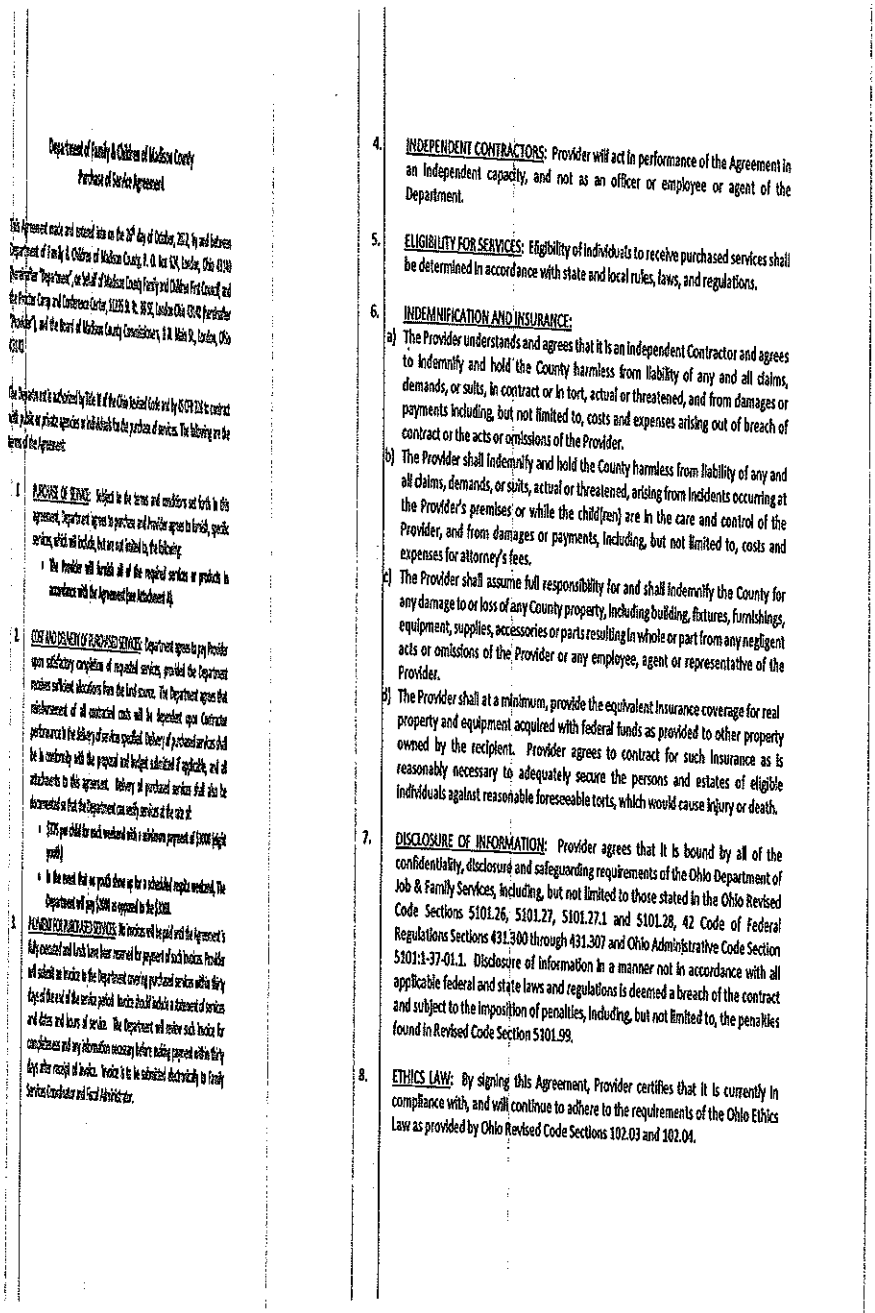
Commissioner

Date 11/3/22

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 – Family & Children

Mr. Forrest moved per the request of Amanda Morgan, Family Council Coordinator, to approve the contract between Department of Family & Children and The Proctor Camp and Conference Center for services in accordance with the agreement below.



Department of Family & Children of Madison County
Purchase of Service Agreement

This Agreement made and entered into on the 28th day of October, 2014, by and between Department of Family & Children of Madison County, P. O. Box 434, London, Ohio 43140 (hereinafter "Department", on behalf of Madison County Family and Children First Council, and the Proctor Camp and Conference Center, 11335 U. S. Rt. 40 W., London Ohio 43140 (hereinafter "Provider"), and the Board of Madison County Commissioners, 1 S. Main St., London, Ohio 43140.

The Department is authorized by Title IV of the Ohio Revised Code and by OAC 5101:2 to contract with public or private agencies or individuals for the purchase of services. The following are the terms of this Agreement:

1. PURCHASE OF SERVICE: Subject to the terms and conditions set forth in this agreement, Department agrees to purchase and Provider agrees to furnish, specific services, which will include, but are not limited to, the following:
   - The Provider will furnish all of the required services or products in accordance with the Agreement (see Attachment A).

2. COST AND DURATION OF PURCHASED SERVICE: Department agrees to pay Provider upon satisfactory completion of requested services, provided the Department receives sufficient allocations from the Lead Agency. The Department 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 agreement. Delivery of purchased services shall also be documented so that the Department can verify services at the rate of:
   - $[ ] per child for each weekend with a minimum payment of $[ ] per night (if any)
   - If the need that we provide shows up for a scheduled respite weekend, The Department will pay $[ ] as requested in the [ ].

3. PAYMENT FOR PURCHASED SERVICES: The invoices will be paid and the Agreement is fully executed and funds have been reserved for payment of such invoices. Provider will submit an invoice to the Department covering purchased services within thirty days of the end of the service period. Invoice should include a statement of services and dates and hours of service. The Department will review such invoice for completeness and any information necessary before making payment within thirty days after receipt of invoice. Invoice is to be submitted electronically to Family Services Coordinator and Fiscal Administrator.

4. INDEPENDENT CONTRACTORS: Provider will act in performance of the Agreement in an independent capacity, and not as an officer or employee or agent of the Department.

5. ELIGIBILITY FOR SERVICES: Eligibility of individuals to receive purchased services shall be determined in accordance with state and local rules, laws, and regulations.

6. INDEMNIFICATION AND INSURANCE:
   a) The Provider understands and agrees that it is an independent Contractor and agrees to indemnify and hold the County harmless from liability of any and all claims, demands, or suits, in contract or in tort, actual or threatened, and from damages or payments including, but not limited to, costs and expenses arising out of breach of contract or the acts or omissions of the Provider.
   b) The Provider shall indemnify and hold the County harmless from liability of any and all claims, demands, or suits, actual or threatened, arising from incidents occurring at the Provider's premises or while the child[ren] are in the care and control of the Provider, and from damages or payments, including, but not limited to, costs and expenses for attorney's fees.
   c) The Provider shall assume full responsibility for and shall indemnify the County for any damage to or loss of any County property, including building, fixtures, furnishings, equipment, supplies, accessories or parts resulting in whole or part from any negligent acts or omissions of the Provider or any employee, agent or representative of the Provider.
   d) The Provider shall at a minimum, provide the equivalent insurance coverage for real property and equipment acquired with federal funds as provided to other property owned by the recipient. Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts, which would cause injury or death.

7. DISCLOSURE OF INFORMATION: Provider agrees that it is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Department of Job & Family Services, including, but not limited to those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.27.1 and 5101.28, 42 Code of Federal Regulations Sections 431.300 through 431.307 and Ohio Administrative Code Section 5101:1-37-01.1. Disclosure of information in a manner not in accordance with all applicable federal and state laws and regulations is deemed a breach of the contract and subject to the imposition of penalties, including, but not limited to, the penalties found in Revised Code Section 5101.99.

8. ETHICS LAW: By signing this Agreement, Provider certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.

9. NONDISCRIMINATION PROVISION: The Provider agrees

a. That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and able to perform the work to which the contract relates; and

b. That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.

10. CIVIL RIGHTS: Department and Provider agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor specified in the Civil Rights Act of 1964 and subsequent amendments. Also included are the Americans with Disabilities Act. It is further agreed that the Provider will fully comply with all appropriate federal and State laws regarding such discrimination and the right to and method of appeal will be made available to all persons served under this agreement.

11. MODIFICATIONS: Modifications of this Agreement may be made by the written mutual consent of the parties hereto.

12. TERMINATION: This Agreement may be terminated by either party at any time upon thirty (30) days written notice.

13. CONTRACT PERIOD: This agreement dated 10/26/22 - 6/30/23 is an open-ended agreement, which may be terminated by either party given 30-day written notice. The terms of this agreement may be renegotiated/amended upon the mutual request of either party. This agreement will be updated/renewed by July 1, 2023. This agreement affecting the Parties and Providers for Fiscal Year 2023, is hereby agreed to and approved by the following:

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

DEPT. OF FAMILY & CHILDREN OF MADISON COUNTY

Robin Bruno, Director

Date

PROVIDER

Amy Boyd, Executive Director

Date 10/26/2022

MADISON COUNTY PROSECUTOR
Approved as to Form and Legal Sufficiency

By: For Nick Adkins

Date

BOARD OF MADISON COUNTY COMMISSIONERS

Commissioner

Commissioner

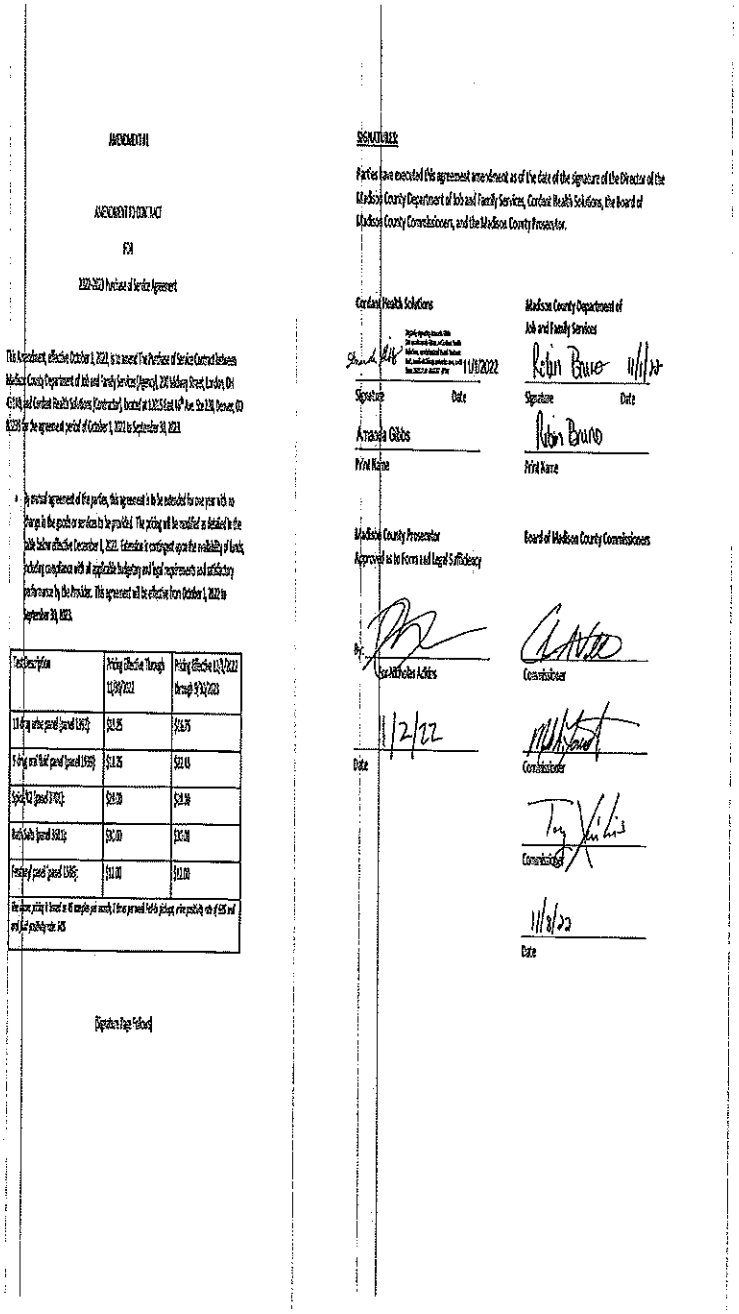
Commissioner

Date 11.8.2022

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 to the contract for 2022 – 2023 Purchase of Services between Madison County Department of Job & Family Services and Cordant Health Solutions for services in accordance with the contract agreement below.



AMENDMENT #1

AMENDMENT TO 2020-2021

FOR

2021-2023 Purchase of Service Agreement

This Amendment, effective October 1, 2021, is to amend The Purchase of Service Contract between Madison County Department of Job and Family Services (Agency), 200 Mahaley Street, London, OH 43140, and Cordant Health Solutions (Contractor), located at 1220 S East St 2nd Floor Ste 230, Denver, CO 80210 for the agreement period of October 1, 2021 to September 30, 2023.

By mutual agreement of the parties, this agreement is to be extended for one year with no changes to the previous services to be provided. The pricing will be modified as detailed in the table below effective December 1, 2021. Extension is contingent upon the availability of funds, including compliance with all applicable budgetary and legal requirements and satisfactory performance by the Provider. This agreement will be effective from October 1, 2022 to September 30, 2023.

Service Description	Pricing Effective Through 11/30/2021	Pricing Effective 12/1/2021 through 9/30/2023
1:1 drug urine panel (panel 10SP)	$19.95	$19.75
5 drug oral fluid panel (panel 105P)	$21.75	$21.55
Spice/K2 (panel 9701)	$24.20	$24.00
Alcohol (panel 1402)	$10.00	$10.00
Fentanyl panel (panel 1586)	$11.00	$11.00
Non-drug testing if based on 40 samples per month, if less per month fee is $60.00 per month plus $1.50 per sample rate.		

[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, Cordant Health Solutions, the Board of Madison County Commissioners, and the Madison County Prosecutor.

Cordant Health Solutions

Signature Date

Amanda Gibbs

Print Name

Madison County Department of Job and Family Services

Robin Bruno 11/1/22

Signature Date

Robin Bruno

Print Name

Madison County Prosecutor

Approved as to Form and Legal Sufficiency

By: Chief Civil Counsel

11/2/22

Date

Board of Madison County Commissioners

Commissioner

Commissioner

Commissioner

11/8/22

Date

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

Subject: Appointment – Approved – Child Abuse and Child Neglect Regional Prevention Council

Mr. Forrest moved to approve the appointment for Amanda Morgan, Family Council Coordinator, pursuant to ORC 3109.172 as the preventing specialist to the child abuse and child neglect regional prevention council.

P.O. Box 618
Courthouse – 1 N. Main St.
London, Ohio 43140
P. 740-852-2972
F. 740-845-1660

Commissioner Mark Forrest
Commissioner Chris Wallace
Commissioner Dr. Tony Xenikis
Rob Slane, County Administrator
Katie Wiseman, Clerk

November 8, 2022

TO: The Ohio Children's Trust Fund
P.O. Box 183204
Columbus, Ohio 43218-3204

FROM: Madison County Commissioners
1 N. Main St.
London, OH 43140

RE: Child Abuse and Child Neglect Regional Prevention Council Appointments

This letter serves as notification to the Ohio Children's Trust Fund (OCTF) that the Madison County Board of County Commissioners is appointing the following county prevention specialist(s) to our child abuse and child neglect regional prevention council pursuant to Ohio Revised Code (ORC) section 3109.172:

Full name:	Amanda Morgan
Business Address:	200 Midway St.
City:	London
State:	Ohio
Zip code:	43140
Phone number:	740-852-0339
Email address:	Amanda.morgan@madison.oh.gov

Resume/curriculum vitae/short biography enclosed

On behalf of the Madison County Board of County Commissioners, I respectfully request that you send us written confirmation of our appointment(s).

Please feel free to contact our office with any questions.

Sincerely,

Chris Wallace
Madison County Commissioner

Tony Xenikis
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: Grant agreement – Approved – Commissioners

Mr. Forrest moved to approve the PY 2022 Residential Public Infrastructure Program for the State of Ohio Community Development Block Grant (CDBG) Program grant agreement between the Ohio Department of Development and the Madison County Board of Commissioners for services in accordance with the grant agreement below.

State of Ohio
Community Development Block Grant (CDBG) Program
Grant Agreement

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Department of Development (the "Grantor") and Madison County Board of Commissioners (the "Grantee") for the period October 1, 2022 to November 30, 2024.

Background Information

A. Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states for community and economic development and has made available grants to the State of Ohio through Grantor.

B. Grantor, through its Office of Community Development, has been designated and empowered to receive, administer and disburse block grant funds for community and economic development activities in units of general local government in nonentitlement areas of Ohio, and to provide technical assistance to them in connection with community and economic development programs.

C. Grantee has submitted to Grantor an application, which is incorporated herein by reference and fully set forth herein, setting forth activities therein referred to individually as a "Project" or collectively as "Projects", and Grantor has approved the Project(s).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

Statement of the Agreement

1. Award of Grant Funds. Grantor hereby grants funds to Grantee in the amount of $[redacted] (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above and undertaking the Project(s) as listed in Attachment A, Scope of Work and Budget, which is attached hereto, made a part hereof, and incorporated herein by reference. The award of the Grant Funds shall be contingent upon the special conditions set forth in Attachment B, Program Requirements, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.

2. Scope of Work. Grantee shall undertake the Project(s) as listed in Attachment A and the application. Grantor may, from time to time, issue such appropriate and necessary communicable specific instructions and requests and provide guidance and direction to Grantee concerning the performance of the work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work as described under this Agreement.

3. Use of Grant Funds. The Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C, Reporting Requirements, which is attached hereto,

made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds shall be remitted to the US Department of Housing and Urban Development (HUD), as specified by Grantor. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment, or services unless the Grantee obtains satisfactory security from the vendor.

4. Term. The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period. Exceptions are outlined in OCD 20-01: Grant Operations and Financial Management Policy.

5. Payment of Grant Funds. Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a draw request. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement.

6. Accounting of Grant Funds. Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.

7. Reporting Requirements. Grantee shall submit to Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with OCD 20-01: Grant Operations and Financial Management Policy.

8. Grantee Requirements. Grantee shall comply with Grantor's Program Policy Notices, located online at https://development.force.com/OCDTA/s/, which may be amended and updated from time to time. Grantee shall comply with assurances and certifications contained in Attachment D: Grantee Assurances and Certifications and Attachment E: Local Government Certifications to the State, which are attached hereto and made a part hereof.

9. Records, Access and Maintenance. Grantee shall establish, and physically control for at least three years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

10. Inspections. At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere

construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

14. **Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in Attachment A. Grantee shall fully indemnify Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

15. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 17, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

16. **Certification of Grant Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the ORC, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

17. **Termination**

    a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:

        i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
        ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
        iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
        iv. Cancellation of the grant of funds from HUD.

    b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.

18. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section,

Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

19. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

20. Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. Additional information found in OCD 15-01: Resolving a Potential Conflict of Interest.

21. Liability. Unless Grantee is an Ohio political subdivision and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

22. Adherence to State and Federal Laws, Regulations.

    a. General. Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

    b. Ethics. Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply

with the ethics and conflict of interest laws, is grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

23. Outstanding Liabilities. Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

24. Falsification of Information. Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than 180 days.

25. Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC 149.43 and are open to public inspection unless a legal exemption applies.

26. Debarment. Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as defined in 2 CFR Part 180 and 2 CFR 2424.

27. Miscellaneous.

    a. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

    b. Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

    c. Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding

j. Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project and are eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed, and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.

k. Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

l. Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

m. Counterparts; PDF Accepted. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

Signature

Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

Grantee:	Grantor:
Madison County Board of Commissioners	State of Ohio Department of Development
Authorized Official	
	By:
Printed Name: Chris Wallace	Printed Name:
Title: Commissioner	Title:
Date: 11/8/22	Date:

PY 2022 Residential Public Infrastructure Program

Source of Funds					
Provider	Amount	Fund Category	Fund Type	Term	Interest Rate
Army Corps	$925,000	Other Federal	Grant		
Ohio EPA	$1,100,300	State and Local Funds	Loan	360	1.99 %
OPWC	$400,000	State and Local Funds	Grant		
OPWC	$500,000	State and Local Funds	Loan	360	0.00 %
OWDA	$500,000	State and Local Funds	Grant		
Grant Funds	$750,000				

Awarded Program Budget				
Project Category/Activity Name	Total Cost	CDBG Amount	Other Amount	Source of Other Amount
1-Administration/ 1-General Admin	$30,000	$30,000	$0	
2-Sanitary Sewer/ 1-Sewer Fac. Improvements	$4,045,300	$620,000	$3,425,300	Multiple Sources
3-Low-income connections/ 1-Household Connections	$100,000	$100,000	$0	
Total Awarded:	$4,175,300	$750,000	$3,425,300	

Program Data			
Project Name	Beneficiaries	LMI Percent	National Objective
3 - Low-income connections	58	100.00 %	Direct Benefit - Housing (LMH)
2 - Sanitary Sewer	184	53.66 %	Area Wide Benefit (LMA)

Project Data	
Project Purpose	New Access to Water/Sewer Facilities
Median Household Income	$97,039.00
Sewer Rate	$50.85
Water Rate	
Percent of Administration	4.00 %
Number of Residential Connections	86
Number of Commercial Connections	9
Number of Industrial Connections	0
Total Number of Connections	95

Services Area			
Project Name	Activity Qualified	Census Tract Number/ Benefitting Jurisdiction	Block Group Number
2-Sanitary Sewer	Survey	0402.01	1

Program Outcomes	
Program Location	Projected Outcomes
3-Tap-Ins Household Connections	25 Number of Households Assisted with Tap-Ins
2-Sewer Sewer Fac. Improvements	95 Facility Constructed / Rehabbed
2-Sewer Sewer Fac. Improvements	1 Facility Constructed / Rehabbed
2-Sewer Sewer Fac. Improvements	19,450 Linear Feet

Attachment B: Program Requirements

Community Development Block Grant

1. Grant Execution. This Agreement must be signed by Grantee's authorized official, approved by its governing body, and returned to Grantor within 10 working days. Failure to do so may result in the cancellation of this Agreement.

2. Environmental Review Requirements. Grant activities cannot be implemented prior to an Environmental Release of Funds from Grantor. Drawdown requests for Grantee for specific activities under this Agreement will not be processed until Grantee's Environmental Review process has been appropriately completed and accepted by Grantor.

   a. Grantee must submit a Request for Release of Funds (RROF) and/or Environmental Review Certification for all federal activities not included in the Environmental Review Documentation and Certification Form to General Administration, Fair Housing and Planning within six months of the Agreement Issuance Date. Grantee will provide written notification if Grantee fails to meet this deadline. Failure to meet this deadline may result in the Federal Grantor not approving requests for extension or amendment of the Agreement. Failure to meet this deadline will also affect the Grantee's administrative capacity rating which may impact the Grantee's ability to apply successfully for competitive OCD-funded programs.

3. Eligible Costs.

   a. Expenditures may only be made for those activities contained in Attachment A: Scope of Work and Budget, which is attached hereto, made a part hereof, and incorporated herein by reference. In no case may any expenditure be made for an activity considered ineligible under the CDBG regulations or as defined under the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the Ohio Department of Development (Development) website here: https://development.ohio.gov/cdbg

   b. Amendments to Attachment A: Scope of Work and Budget must be made in accordance with the procedures set in the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the Development website here: https://development.ohio.gov/cdbg. Additional information can be found in Program Policy 20-01: Grant Operations and Financial Management Policy.

   c. The costs of preparing the applications and environmental review may be incurred before the date of Grant Agreement execution.

4. Memorandum of Understanding. To facilitate constructing a project funded through the Community Development Block Grant (CDBG) Residential Public Infrastructure Grant Program, a grantee may be permitted to enter into a Memorandum of Understanding (MOU) with a municipality, local water or sewer district and/or a non-profit water or sewer company, so that it can implement the project. The municipality, local water or sewer district and/or a non-profit water or sewer company must be the sole or part owner of a contract funded with CDBG dollars for constructing water or sanitary sewer facility improvements. The Grantee will retain responsibility for ensuring the project complies with all of OCD's grant agreement conditions.

5. Program Income. Any program income resulting from expenditures of CDBG funds must be expended in accordance with Policy Notice 15-04: Program Income Policy, incorporated by reference herein.

6. Project Completion Requirements. All projects, as identified in Attachment A: Scope of Work and Budget, must be completed, i.e., work finished, by **September 30, 2024.** Any work not completed by this time may not continue without written approval by the Grantor. There must also be a clause in each contract, funded in whole or part with CDBG funds, which stipulates that work be completed no later than **September 30, 2024.**

7. Drawdown Requests. All drawdown requests from Grantee for Grant Funds under this Agreement must be received by Grantor by **October 31, 2024.**

8. Closeout Requirements.

   a. Final Performance Reports for Grantee's program, as described in Attachment C: Reporting Requirements, must be submitted to Grantor by **November 30, 2024.**

   b. Audit reports must be submitted according to the timeframes and procedures set in Attachment C: Reporting Requirements.

9. Clearance, Conversion, or Acquisition of Dwelling Units. Any and all occupied rental units and all vacant occupiable low- and moderate-income units (rental or owner occupied) demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of activities assisted under the CDBG program must be replaced with low- and moderate-income dwelling units, according to procedures established in the community's Anti-Displacement and Relocation Plan.

   A low- and moderate-income dwelling unit is defined as a unit with a market rental, including utility costs, that does not exceed the applicable Section 8 Fair Market Rent.

   A vacant occupiable dwelling unit is one which meets any of the following criteria:

   a. A vacant unit that is in standard condition (i.e., meets or exceeds local codes, or where no local code exists, OCD Residential Rehabilitation Standards (RRS) contained in Part II of the OCD Housing Handbook. The OCD Housing Handbook can be found on the OCD website here: https://development.force.com/OCDTA/s/article/Housing-Handbook;

b. A vacant dwelling unit that is in substandard condition, but can be classified as "suitable for rehabilitation," as prescribed by Grantor, or

c. A vacant dwelling unit in any condition (standard or substandard) that has been occupied (by a person with a legal right to occupy the property) at any time within the period beginning three months before the date of the execution of the funding agreement covering the rehabilitation or demolition.

9. Expenditure of CDBG Funds. The CDBG Grant funds must be expended on a pro-rata basis with all the private and public funds committed to this project as described in Attachment A: Scope of Work and Budget. Grantee must keep appropriate documentation of these expenditures on file to show compliance with this condition. Examples are provided in Policy Notice 19-03: Pro-Rata Requirements for Office of Community Development Programs.

10. Financing Structure. The Grantee must notify the Grantor of any changes or modifications to the financing package as identified in Attachment A: Scope of Work and Budget. Modification to the financing structure may affect the grant award to the Grantee.

11. Revolving Loan Funds. The grantee must transfer the appropriate Revolving Loan Fund (RLF) funds by resolution to the activities for which matching funds were committed in the Residential Public Infrastructure Grant application. The grantee is instructed it must follow all applicable CDBG rules and regulations pertaining to the activity for which the RLF funds are approved, including environmental review, procurement, and payment of federal prevailing wage rates. This special condition will serve as OOD's approval of the grantee's waiver request.

12. Universal Identifier and Central Contractor Registration. As a recipient of federal funds, Grantee will be required to maintain an active registration in the System for Award Management (SAM), as required by 2 CFR Part 25. Information on registration is available at www.sam.gov.

Attachment C: Reporting Requirements

Grantee shall submit the reports listed below in an adequate and timely fashion. Grantor shall provide a format for these reports and shall instruct Grantee on the proper completion of said reports.

All report forms and requirements listed herein shall be provided by Grantor, but shall not be construed to limit Grantor in making additional and/or further requests, nor in the change or addition of detail to the items listed below.

1. Grantee shall submit to Grantor a Status Report within 30 days of the request by Grantor.
2. Grantee shall submit a Final Performance Report at the conclusion of the project(s) which are the subject of this Agreement.
3. Grantee shall comply with the reporting requirements as outlined in 2 CFR 200.
4. Grantee shall retain all records, receipts, etc., for a period of three years after the Final Closeout of this Agreement per 2 CFR 200.333. Grantor shall notify Grantee in writing once this Agreement has met the necessary requirements of Final Closeout.

Attachment B: Standard Assurances and Certifications

The following assurances are incorporated into the Agreement between the County and Grantee.

Grantee hereby assures and certifies the following conditions:

1. It will administer/supervise administration of the grant in accordance with all applicable statutes and regulations, including but not limited to those listed in the Community Development Block Grant (CDBG) Program Rules, Standards and Procedures Manual, and will comply with the Ohio Consolidated Plan.

2. It will comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), as amended, and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as amended, regarding labor standards for assisted construction projects.

3. It will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), as amended, which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

4. It will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601-4655), and implementing regulations at 49 CFR part 24.

5. It will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 75, and will not discriminate against any individual protected by 24 CFR part 75 in the employment or contracting opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project covered by Section 3.

   a. Employment and Training

      i. It will provide individuals residing in the unit of general local government or the county in which the project is located with the opportunity for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project covered by Section 3. Such actions shall include the notices and documents required by Section 3 and the regulations issued pursuant thereto.

      ii. Where feasible, priority for training and employment shall be given to the following persons residing within the metropolitan area (or nonmetropolitan county) in which the proposed project is located; and

         1. Section 3 residents residing within the unit of general local government or the county in which the project is located, and

         2. Participants in HUD-assisted programs.

   b. Contracting

      i. It will provide individuals residing in the unit of general local government or the county in which the project is located with the opportunity for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project covered by Section 3. Such actions shall include the notices and documents required by Section 3 and the regulations issued pursuant thereto.

awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

ii. Where feasible, priority for contracting opportunities described in the above paragraph should be given to:

   1. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and

   2. YouthBuild programs.

6. It will certify that it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of §570.486 and 42 U.S. Code § 6304.

7. It will identify community development and housing needs including the needs of low-income and moderate-income families, and the activities to be undertaken to meet these needs.

8. It will comply with the current state of Ohio Consolidated Plan that has been approved by HUD.

9. It will certify that it has complied with the following criteria related to assessments and fees:

   Special assessment definition: The term "special assessment" means a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from installing a public improvement, such as streets, water or sewer lines, curbs and gutters. The amount of the fee represents the prorated share of the capital costs of the public improvement levied against the benefitting properties or a one-time charge made as an access condition to the public improvement. This term does not relate to taxes, or establishing real estate value for levying real estate, property or ad valorem taxes, nor does it include periodic charges based on using public improvements, such as water or sewer user charges, even if such charges include recovering all or some portion of the public improvement's capital costs.

   Where CDBG funds are used to pay all or part of public improvement cost, special assessments may be used to recover capital costs as follows:

   a. Special assessments to recover the CDBG funds may be made only against properties owned and occupied by households not of low- and moderate- income. Such assessments constitute program income.

   b. Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessment on behalf of all properties owned and occupied by low- and moderate-income households; except that CDBG funds need not be used to pay the special assessments on behalf of properties owned and occupied by moderate-income households if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments on behalf of all the low- and moderate-income, owner-occupant households. Funds collected through such special assessments are not program income.

Program funds may be used to pay special assessments levied against property when such assessments are used to recover the capital cost of eligible public improvements financed with funds other than CDBG funds, provided that

a. The assessment represents the property owner's share of the capital cost of the improvement; and

b. Installing the public improvement was carried out in compliance with requirements applicable to activities assisted under this part of the CDBG regulations including environmental, citizen participation and labor standards requirements; and

c. Installing the public improvement meets a national objective criterion.

Special assessments cannot be paid to recover portions of the capital cost of public improvements that are financed from revenue sources other than special assessments made to low- and moderate-income persons, unless the use of such revenue sources would result in a special assessment that is unduly burdensome to those persons.

10. I will certify that the project will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

11. I will conduct and administer the grant in conformity with the requirements of 24 CFR 58, subparts A, B, J, K, and R.

12. I will comply with all applicable laws.

13. I will insert in all contracts executed by the Federal agency or any non-Federal entity and its contractors the following provisions or conditions and provisions corresponding thereto in substance and form, as are required by the following, as applicable:

a. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

b. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal

entities must include a provision for compliance with the Davis- Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed In Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity more than $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work more than the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked more than 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

g. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33

PY 2022 Residential Public Infrastructure Program

Attachment E: Local Government Certifications to the State

Title I, Section 106 of the Housing and Community Development Act of 1974, as amended, requires that no amount may be distributed by the State under the CDBG Program to any unit of general local government located in a non-entitlement area unless such unit of general local government certifies that:

1. It will minimize the displacement of persons as a result of activities assisted with such amounts.

2. Its program will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20), and that it will affirmatively further fair housing.

3. It is following a detailed citizen participation plan which:

   a. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which Section 106 funds are proposed to be used, and in the case of a grantee described in Section 106(a), provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction;

   b. provides citizens with reasonable and timely access to local meetings, information, and records relating to Grantee's proposed use of the Grant Funds, as required by regulations of the Secretary, and relating to the actual funds under this title;

   c. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by Grantee;

   d. provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the disabled;

4. It will not attempt to recover any capital costs of public improvements assisted in whole or in part under Section 106 or with amounts resulting from a guarantee under Section 106 by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under Section 106 are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from resources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income, Grantee certified to the State it lacks sufficient funds received under Section 106 to comply with the requirements of clause (i).

5. In order to receive Title I funds, it will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in

PY 2022 Residential Public Infrastructure Program

nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144 (the 1990 HUD Appropriations Act).

6. The chief executive officer of the unit of general local government certifies, to the best of his or her knowledge and belief, that:

   a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement;

   b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

   c. grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

B-W-22-1BS-1 Page 21 of 21

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

Subject: Access Management – Approved – Hearings

Mr. Forrest moved per the recommendation of Bryan Dhume, Engineer, to schedule the hearings for the proposed Access Management on December 13, and December 20, 2022.

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: Rebecca