

# Resolution

Number 19-1036

Adopted Date August 13, 2019

ACCEPT RESIGNATION OF TITANIA MERCHANT, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE AUGUST 20, 2019

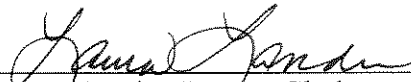
BE IT RESOLVED, to accept the resignation of Titania Merchant, Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, effective August 20, 2019.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 13<sup>th</sup> day of August 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Human Services (file)  
T. Merchant's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 19-1037

Adopted Date August 13, 2019

AMEND RESOLUTION #19-0980, APPROVING THE HIRE OF SAMANTHA RHOADES AS UNIT SUPPORT WORKER II WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, pursuant to Resolution #19-0980, adopted July 30, 2019 this Board approved the hire of Samantha Rhoades as Unit Support Worker II; and

WHEREAS, due to a recent vacancy, the Director has requested to hire Ms. Rhoades as an Eligibility Referral Specialist II, Pay Grade #6, at the entry level wage of \$14.92 per hour; and

NOW THEREFORE BE IT RESOLVED, to amend resolution #09-0980, adopted July 30, 2019 to reflect the hiring of Samantha Rhoades as Eligibility Referral Specialist II, Pay Grade #6, at the entry level wage of \$14.92 per hour; and

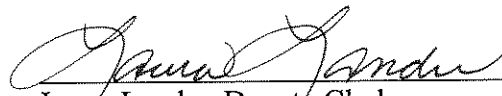
BE IT FURTHER RESOLVED, Ms. Rhoades will be eligible for the typical three (3) percent increase upon completing probation successfully.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 13<sup>th</sup> day of August 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: S. Rhoades; Personnel file  
Human Services (file)  
OMB-Sue Spencer

# Resolution

Number 19-1038

Adopted Date August 13, 2019

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO THOMAS BOWMAN,  
WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES  
DIVISION

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Thomas  
Bowman; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for  
Thomas Bowman for an illness not to exceed twelve (12) weeks; pending further documentation  
from Mr. Bowman's physician.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.  
Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 13<sup>th</sup> day of August 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Children Services (file)  
T. Bowman's FMLA file  
OMB – Sue Spencer

# Resolution

Number 19-1039

Adopted Date August 13, 2019

AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ADDENDA 8 TO THE CONSTRUCTION MANAGER AT RISK SERVICES CONTRACT WITH GRANGER CONSTRUCTION COMPANY FOR THE NEW JAIL AND SHERIFF'S ADMINISTRATION OFFICE PROJECT ("PROJECT")

WHEREAS, pursuant to Resolution #18-0856, adopted May 24, 2018, this Board entered into contract with Granger Construction Company as the Construction Manager at Risk (CMR) for the construction of the new Jail and Sheriff's Administration Offices; and

WHEREAS, said contract provided that this Board of Commissioners would procure portions of 3<sup>rd</sup> party testing; and

WHEREAS, at this point in the project the staff is recommending amended section 3.1.4 of the aforementioned contract to allow Granger Construction Company to procure all structural and Environmental Tests, Surveys, Field Testing and Reports; and

WHEREAS, said procurement will be subject to Granger receiving competitive quotes from three independent contractors and pricing shall be open book; and

NOW THEREFORE BE IT RESOLVED, to amend section 3.1.4 of the contract with Granger Construction company to include Field Testing and Construction Phase testing for an allowance cost of \$125,000; as attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 13<sup>th</sup> day of August 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

Tz/

cc: c/a—Granger Construction Co  
Sheriff (file)  
Commissioners file  
Project file  
S. Spencer

ADDENDUM NO.8  
CONSTRUCTION MANAGER AT RISK AGREEMENT

Pursuant to the Construction Manager at Risk Agreement effective May 24, 2018 ("Agreement") between the Board of County Commissioners of Warren County, Ohio ("Owner") and Granger Construction Co., Inc. ("Construction manager") (collectively, "The Parties") for the construction of the project known as the New Jail and Sheriff's Administration Office Project ("Project"), the Parties hereby amend the Agreement as set forth below.

1) Notwithstanding any other provision in the Agreement to the contrary, this Addendum is part of the Agreement.

2) Amend Section 3.1.4 to read as follows:

**3.1.4 Structural and Environmental Tests, Surveys, Field Testing, and Reports.** During the Preconstruction *and Construction* Phases, Construction Manager shall furnish through consultants the following information or services with reasonable promptness, which shall be reimbursable expenses to the Construction Manager. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work and shall be responsible for its own interpretations or conclusions drawn from such information.

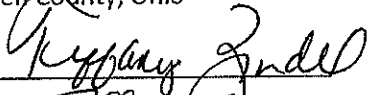
3) The additional allowance for third party structural and environmental tests, surveys, field testing and reports during the Construction Phase shall be \$125,000, which shall be added to the cost of construction manager's General Conditions, and shall be subject to open book pricing and Granger receiving at least three bids/quotes for the above work.

4) In the event of any inconsistency, the provisions of this Addendum shall control over any exhibit or attachment hereto.


5) Except as stated herein, this Addendum shall not alter any part of the Agreement between the Owner and Construction Manager for the Project. This Addendum may be executed in any number of original counterparts, all of which evidence one agreement and only one of which needs to be produced for any purpose.

This Addendum is entered into effective as of the day and year executed by Owner as set forth below:


Board of County Commissioners,  
Warren County, Ohio

BY:   
Printed: Tiffany Lindel  
Title: County Administrator  
Date: 8-13-19

Granger Construction Company

BY:   
Printed: JASON WRENKLE  
Title: DIRECTOR  
Date: 8/6/19

APPROVED AS TO FORM:

  
Adam Nice  
Assistant Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1040

Adopted Date August 13, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A YOUTH WORKSITE AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Youth Worksite Agreement with the following companies, as attached hereto and made part hereof:

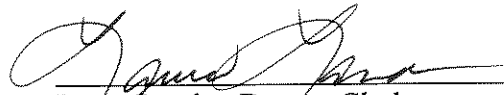
Festo Corporation  
7777 Columbia Drive  
Mason, Ohio 45039

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 13<sup>th</sup> day of August 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: c/a – OhioMeansJobs Warren County  
OhioMeansJobs (file)

**OhioMeansJobs Warren County  
TANF Youth Employment Program  
Worksite Agreement**

This agreement is entered into by and between on this 13 day of August, 2019, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **FESTO Corporation, 7777 Columbia Road, Mason, OH 45039** hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Summer Youth Employment Program from date of action by the Board of Commissioners through June 30, 2020.

**WITNESSETH:**

WHEREAS, OMJWC operates a TANF Work Experience Program which may provide temporary entry level employment experiences to eligible Warren County youth from age 14 through age 24 years; and

WHEREAS, eligible worksites are needed for TANF Work Experience Program participants; and

WHEREAS, the Worksite desires to participate in the TANF Work Experience Program by providing employment opportunities for youth at the above named worksite location.

NOW THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

- A. OMJWC in conjunction with Southwest Ohio Council of Governments will provide youth recruitment, intake and job placement; payroll preparation and distribution; youth counseling; worksite visitation/evaluation; and other TANF Work Experience Program services for youth and technical assistance to the Worksite and youth, as required.
- B. OMJWC is mandated by law to serve only low income youth with identified barriers, as defined by the TANF Summer Youth Employment Program and Ohio's Comprehensive Case Management and Employment Program(CCMEP). The Worksite, in operating programs funded under the TANF Work Experience Program, assures that it will administer its program in full compliance with safeguards against fraud and abuse as set forth in the program regulations; that no portion of its TANF Work Experience Program will in any way discriminate against, deny services to or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, handicap or political affiliation or belief; and that it will target employment and training services to those most in need of them and best able to benefit from them.



- C. Timesheets, signed by the participant and the worksite supervisor, will be on file in the OMJWC office. The following information will be available in the TANF Work Experience Program records and/or the participant's file: name and age of participant, application, employment questionnaire, job location, job title and job description. Worksite information will be included in Attachment A of the Worksite Agreement. Additional participants may be added throughout the duration of the Worksite Agreement.
- D. Youth may be required to attend TANF Summer Youth required training sessions and seminars. These will be scheduled in advance in collaboration with the Worksite Supervisor and the TANF Work Experience Program Supervisor and Coordinator. In the event that a session takes place during the youth's regularly scheduled work time, the total time spent in paid training cannot exceed the number of hours permitted for that particular day as specified in this agreement.
- E. OMJWC or its authorized representative, the Secretary of Labor or his/her authorized representative(s) and the Governor of the State of Ohio or his/her authorized representative(s) may at all times have the right to access, and inspect when necessary and without prior notice, the place of work under this agreement and any records pertinent to this agreement, to assure the progress and quality of training or to determine compliance with the agreement's terms.
- F. The Worksite agrees that the services of the TANF Work Experience Program participants will not displace regular employees, but will be used to augment the regular workforce or for special programs designed for youth. Further, any Worksite that has laid-off an employee within a requested job classification will not have its request filled until twelve months from the date that the lay-off occurred.
- G. The Worksite agrees that youth will not be involved in programs or activities which are in violation of Federal or State regulations, as amended, governing religious/sectarian or political activities.
- H. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, the Board of Warren County Commissioners and their employees from liability of any nature arising from the participation in TANF Summer Youth funded programs, including, but not limited to: cost and expenses for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property resulting in whole or in part from negligent performance or omission of an employee, agent or representative of the Worksite, as well as the youth and other individuals working for the Worksite agency pursuant to this agreement.
- I. The Worksite agrees to provide, at their expense, adequate and qualified adult supervision. The Worksite must be responsible for assuring the Worksite Supervisors comply with the requests of the TANF Work Experience Program Coordinator regarding issues related to TANF Work Experience Program participants and in particular, maintain accurate youth timesheets. The Worksite

Supervisor will be held responsible for keeping accurate records of hours worked by each youth.

The Worksite agrees to maintain open communication with monitoring staff assigned to the site and to reply to requests for information in a timely manner.

Wages requested must be for hours worked (or spent in OMJWC approved training/counseling sessions scheduled during regular work hours only). Time sheets must be signed by each youth and his/her supervisor before payroll checks can be issued. Records pertinent to this agreement shall be retained by the worksite for the duration of the program and thereafter delivered to OMJWC within seven days to be properly stored.

- J. The Worksite assures that no person under its employment who presently exercises any functions or responsibilities in connection with OMJWC or TANF Summer Youth funded projects or programs, has or had any financial interest, direct or indirect; in this agreement, nor will the Worksite hire any person having such financial interest.
- K. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- L. The Worksite agrees to abide by all Federal, State and local labor laws; State of Ohio and Federal Child Labor Law restrictions (Attachment B); Civil Rights Provisions which include, but are not limited to, Title VI and VII of the 1964 Civil Rights Act; Ohio Revised Code 4112; Age Discrimination Enforcement Act; Rehabilitation Act of 1973; as well as any and all amendments thereto.
- M. The Worksite agrees and understands that participation in TANF Work Experience Programs requires no compensation of any kind to either party, and that there will be no compensation of any kind made to the Worksite.
- N. The Worksite shall comply with all Federal and State Occupational Safety and Health Regulations (OSHA) dealing with safety of workers on the worksite. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, The Board of Warren County Commissioners, the Area 12 Council of Governments, Area 12 Workforce Investment Board and their employees, from any and all liability that may arise as a result of an OSHA violation.
- O. Any changes in supervision, Worksite location, work duties or schedule for youth assigned to the Worksite, or any other changes in this Agreement, will be made only with prior written notification to and written approval from the OMJWC TANF Work Experience Program Coordinator. Failure to follow this procedure may result in immediate termination of the Worksite Agreement at the sole discretion of OMJWC.
- P. The Worksite and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s).

OMJWC will notify the Worksite if there will be a reduced number or no placement of youth due to the unavailability of youth within fifteen (15) days after the beginning of the program.

Q. This agreement may be terminated without cause ten days following the receipt of written notice of termination given by either party. This agreement may be immediately terminated without legal or financial liability of OMJWC for the causes listed below:

1. If supervision provided is deemed inadequate;
2. If there is insufficient work for the youth;
3. If there is a lack of funds or if funding becomes unavailable to the OMJWC;
4. If the Worksite refuses to accept any additional conditions that may be imposed upon the Worksite by the Department of Labor, the State of Ohio Department of Job and Family Services or the OMJWC or if the Worksite, in the sole opinion of the OMJWC, fails to comply with any provisions of this agreement or any provision of the TANF Work Experience Program or any memorandum, policy, bulletin, etc. of the Ohio Department of Job and Family Services or the OMJWC.

R. INSURANCE

Vendor (worksite) shall provide liability insurance coverage as follows:

Vendor (worksite) shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. *[if applicable]* Vendor (worksite) shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Vendor(worksite)further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Vendor (worksite) shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

By endorsement to the Comprehensive General Liability or Professional Liability coverage, Warren County shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

Vendor (worksite) shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Vendee in writing should any of

the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the Vendee not less than 30 days prior to said cancellation date. Vendor (worksites) shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

S. This agreement may be modified upon mutual consent of both parties.

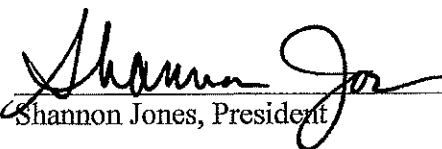
T. **GROUND FOR DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be indicated in the space provided below. The Worksite may add rules or reinforce rules, but no rules may be deleted from Attachment C. It is agreed that the rules indicated in Attachment C will be in effect at the Worksite.

Rule:	Group:

U. **CERTIFICATIONS:** The undersigned individuals have read and fully comprehend all statements in this Worksite Agreement and signify by their signatures a voluntary intent to be fully bound by the provisions of this agreement as well as any and all attachments which are explicitly merged and incorporated into the agreement. In addition, the organized labor representative, if applicable, reviewing this agreement expressly stipulated by his/her below affixed signature that he/she has read, understands and voluntarily concurs with the Worksite Agreement. A copy of the completed Worksite Agreement will be returned to the Worksite Administrator after being reviewed and signed by the OMJWC representative. The Worksite is to retain its copy of the Worksite agreement in its files for the duration of the program year.

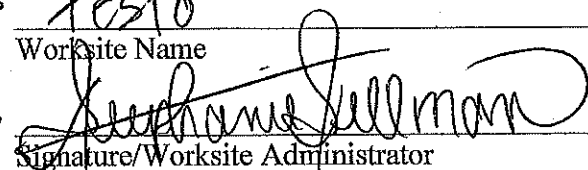
IN WITNESS WHEREOF, the parties have executed this Agreement on this 13  
day of August, 2019.

**WARREN COUNTY BOARD OF COMMISSIONERS:**

  
Shannon Jones, President

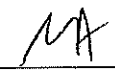
**WORKSITE:**

x Festo  
Worksite Name

x  6-10-19  
Signature/Worksite Administrator Date

x General HR Generalist  
Title of Worksite Administrator


If applicable, an Organized Labor Representative should review this agreement and stipulate by his/her signature below that he/she has read, understands, and voluntarily concurs with the execution of the Worksite Agreement.

 \_\_\_\_\_  
Signature of Authorized Organized Labor Representative Date

**OhioMeansJobs Warren County**

 6/13/19  
Matt Fetty OMJWC, Director Date

**APPROVED AS TO FORM:**

 7/3/19  
Keith Anderson, Assistant Prosecuting Attorney  
Adam Nice

Attachment A

Warren Co. TANF Summer Youth Employment Program  
Request Form

I. Agency Information:

Agency Name: Festo  
 Address: 7777 Columbia Rd., Mason Ohio  
 Phone: 513-486-1050 E-mail \_\_\_\_\_  
 Agency Administrator: \_\_\_\_\_  
 Contact Person: Stephanie Sellman  
 FEIN#: 112270659

II. Program Information: Work for the youth will begin at the worksite on or about 6/17/19 and continue until on or about 6/30/19. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 40 hours per week, normally 8 hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

All youth must be supervised. Please review the job description included in the worksite packet, which briefly outlines responsibilities of a Worksite Supervisor. All supervisors must be adequately oriented before a youth may begin work.

Please provide all of the information requested below for each worksite.

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
Warehouse / Logistics	George Schwenzeger		Must be 18	From: 8:00A To: 4:30 pm OR 10A - 12:30pm	Yes No
				From: To	Yes No
				From: To	Yes No
				From: To	Yes No

III. Job Description(s): Each worksite, even if located in the same building (i.e. clerical and custodial) should be listed as a separate worksite.

Worksite #1 Festo - Warehouse / Logistics  
7777 Columbia Rd.

Worksite #2 \_\_\_\_\_

Worksite #3 \_\_\_\_\_

Worksite #4 \_\_\_\_\_

Worksite #5 \_\_\_\_\_

IV. Additional Information:

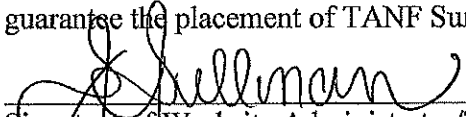
Is your agency planning to have youth use power-driven machinery and/or perform any "hazardous/occupational orders"? (Please refer to Child Labor Laws)  
Yes  No  If yes, please describe the type of power-driven machinery to be used and/or "Hazardous" work tasks.

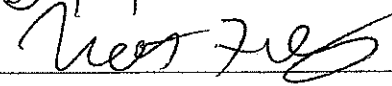
Training and safety instructions must be provided by worksite personnel if skilled or special equipment is required to perform the tasks described in this agreement. Youth work activities are governed by the applicable State and Federal Child Labor Laws.

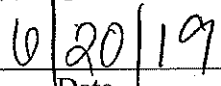
If weather or other factors do not permit the regularly scheduled work to be done, please describe the contingency plan of work duties for youth employees.

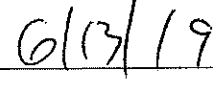
Additional rules or policies to be followed at the worksite during work time are listed in the Worksite Agreement. These rules will be in addition to the disciplinary rules provided in Attachment C of the Worksite Agreement.

The undersigned individuals signify by their signatures that they have read and fully comprehend all statements in this TANF Work Experience Program request Form and that they understand and agree that this is a request form only and that it does not guarantee the placement of TANF Summer Youth at the worksite (s) requested.

X   
\_\_\_\_\_  
Signature of Worksite Administrator/Title

  
\_\_\_\_\_  
Matt Fetty, Director, OhioMeansJobs Warren County

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

Attachment B

Minor Labor Laws

**In accordance with State of Ohio Child Labor Laws, 14 and 15 years olds MAY**

**NOT:**

1. Operate electric or gas lawn mowers
2. Operate string or blade trimmers, weed eaters or weed whips.

**In accordance with the State of Ohio Child Labor Laws, minors under the age of 16 MAY NOT be involved in the following tasks:**

1. Operating a tractor of over 20 PTO (Power take Off) horsepower or connecting or disconnecting an implement of any of its parts to or from such a tractor.
2. Operate a power post hole digger, post driver, or non-walking type rotary tiller or power mover;
3. Operate or assist in the operation of (including starting, stopping, adjusting, feeding or any activity involving physical contact with the operation of)
4. Work from a ladder or scaffold
5. Drive a bus, truck or automobile when transporting passengers.
6. Handle or apply agricultural chemicals classified under the Federal Fungicide and Rodenticide Act (7 U.S.C. 135 et. Seq.) as Category I toxicity, identified by the "skull and crossbones" on the label or Category II of toxicity, identified by the word "WARNING" on the label.
7. Work in connection with cars, trucks or busses involving the use of pits, racks, lifting apparatus or involving inflation of any tire mounted on a rim equipped with a removable retaining ring.

**In accordance with the State of Ohio Child Labor Laws, minors under the age of 18 MAY NOT be involved in the following tasks:**

1. Operating or helping to operate the following power driven tools:
  - a. Circular saws
  - b. Band saws
  - c. Guillotine shears.
2. Setting up, adjusting, repairing, oiling or cleaning circular saws, band saws or guillotine shears.
3. Excavating, working in or backfilling (refilling) trenches except:
  - a. Manually excavating or manually backfilling trenches that do not exceed (4) feet in depth at any point.
4. Using fertilizers, fungicides, insecticides, rodenticides or herbicides.

When there is disagreement between State and Federal Child Labor Laws, the most restrictive standard is to be used. Attached is a summary of the comparison of the State and Federal requirements.



Attachment C

GROUPS FOR DISCIPLINARY ACTIONS AND PENALTIES

GROUP I OFFENSES

FIRST OFFENSE- Written reprimand

SECOND OFFENSE- Written reprimand, counseling

THIRD OFFENSE – Three days suspension

FOURTH OFFENSE – Termination

1. Failure to call in about missing work – for any reason.
2. Creating or contributing to unsanitary or unsafe conditions, including risking of personal safety (spitting, hitting, etc.)
3. Failure to use reasonable care of agency property or equipment
4. Bringing a friend to the worksite during work hours
5. Not responding to a reasonable request from a supervisor

GROUP II OFFENSES

FIRST OFFENSE – Written reprimand, counseling

SECOND OFFENSE - Three (3) day suspension WITHOUT PAY

THIRD OFFENSE- Termination

1. Unauthorized use of agency property or equipment
2. Willful disregard of department rules
3. Use of abusive or threatening language toward supervisors, co-workers or other persons
4. Malicious mischief, horseplay, wrestling or other undesirable conduct

GROUP III OFFENSES

FIRST OFFENSE – Mandatory counseling sessions (determined by degree of offense)

SECOND OFFENSE – Termination

1. Being in possession of or drinking alcoholic beverages or controlled substances without a bona-fide prescription while on the job
2. Wanton or willful neglect in performance of assigned duties or in the care, use or custody of county property or equipment.
3. Abuse or deliberate destruction in any manner of county property or employees
4. Signing or altering other employees' time cards or unauthorized altering of own time card
5. Stealing or similar conduct including destroying, damaging or concealment of any property of the county or other employees
6. Fighting or attempting injury to any other persons.

# Resolution

Number 19-1041

Adopted Date August 13, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO AN ON-THE-JOB-TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into an On-the-Job-Training Agreement with the following companies, as attached hereto and made part hereof:

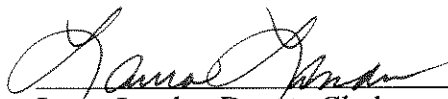
Festo Corporation  
7777 Columbia Road  
Mason, Ohio 45039

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 13<sup>th</sup> day of August 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: c/a—OhioMeansJobs Warren County  
OhioMeansJobs (file)



Butler County  
Clermont County  
Warren County  
A proud partner of the  
American Job Center network

# OJT Employer Agreement Form

*Where Talent Meets Opportunity*

OJT Agreement No.: 0000-00000

This On-the-Job Training (OJT) Agreement is between <sup>Festo Corporation</sup> ~~Hardy Diagnostic~~ (EMPLOYER) and OhioMeansJobs | Warren County (OMJ|BCW) Area 12. Funding is made available for the sole purpose of providing On-the-Job Training (OJT) funds to EMPLOYER who is hiring one or more workers certified by the OMJ | BCW WIOA AREA 12 and referred to the EMPLOYER. It is hereby mutually understood and agreed that the administration and professional implementation of all Workforce Innovation and Opportunity Act Programs is the responsibility of OMJ | BCW WIOA AREA 12. As such, the implementation personnel of the EMPLOYER shall perform the required services of this Agreement at the direction and instruction of the U.S. Department of Labor, State of Ohio and the W.I.O.A. Program Administrator of OMJ | BCW WIOA AREA 12. Payments are subject to receipt of funds from the State of Ohio.

This agreement is effective on 6-10-19 and shall remain in effect through June 30<sup>th</sup>, 2019 or earlier when all Training Plans initiated through are completed.

The EMPLOYER will be paid a percentage (up to 50%) of each Trainee's regular wages as specified in the individual's training plan during the Training Period, up to \$8000. The Local Workforce Agency must approve all Trainees and Training Plans prior to the beginning of the Training Period. Payments may be requested on the day Training is completed (25%) and when the Retention Period is completed (25%). If the employee quits or leaves employment for reasons completely beyond the control of the employer, the employer may be eligible for the individual's qualifying wages. Payments must be requested within 30 calendar days after the end of the Training or Retention Period, using the OJT Invoice Form specified by the Local Workforce Area. Late invoice submission may void payment rights.

OJT Requirements that follow are included by reference. The OJT Employer Checklist and any Training Plans are also included in this agreement by reference. This agreement may be modified, in writing, at any time upon written agreement of both parties.

Material deviations from this agreement, Training Plans or OJT Requirements may void the right to reimbursement or require repayment by the EMPLOYER of funds previously received from OMJ | BCWWIOA AREA 12.

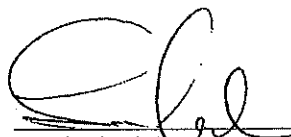
The EMPLOYER and OMJ | BCWWIOA AREA 12 agree to all the terms in this OJT agreement by signing below.

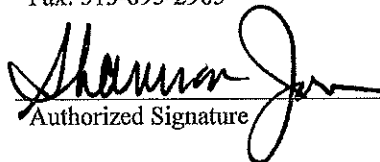
**FOR THE EMPLOYER:**

Company Name: Festo Corporation  
Address: 7777 Columbia Road, Mason, Ohio 45039

**FOR OMJ | BCW WIOA AREA 12 :**

Name: Warren County Board of Commissioners on behalf of OhioMeansJobs | Warren County  
Address: 300 East Silver St. Lebanon, OH 45036  
Main Phone No. 513-695-1130  
Fax: 513-695-2985

  
Authorized Signature \_\_\_\_\_ Date 6-10-19

  
Authorized Signature \_\_\_\_\_ Date 8/13/19

Louis Morales (Manager)  
Printed Name and Title

Shannon Jones, President  
Printed Name and Title

Louis Morales louis.morales@festo.com  
Contact Person and E-mail Address

\_\_\_\_\_  
Contact Person and E-mail Address

**APPROVED AS TO FORM**



Adam M. Nice

OJT Requirements



retained beyond the six (6) year period if any litigation is begun, and audit has not been completed or if a claim is instituted involving the contractual agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated from W.I.O.A.

2. The Employer agrees that authorized representatives of OMJ | BCWWIOA AREA 12 shall be given reasonable access to facilities and records.
3. At any time during normal business hours and as often as OMJ | BCWWIOA AREA 12, State of Ohio, U.S. Department of Labor (DOL) and/or Comptroller General of the United States may deem necessary, there shall be made available to OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller General for examination of all its records with respect to all matters covered by this Agreement and will permit OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.
4. The Employer will report OJT hires and terminations to OMJ | BCWWIOA AREA 12.

#### AGREEMENT TERMINATION

1. The performance of work under this Agreement may be terminated by OMJ | BCWWIOA AREA 12 or the Employer for good cause or convenience.
2. Agreement termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract or agreement at any time prior to the date of completion.
3. Termination shall be by one of the following methods:

##### A.) Termination for cause:

OMJ | BCWWIOA AREA 12 may terminate any contract or agreement in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the EMPLOYER has failed to comply with the conditions of this Agreement. OMJ | BCWWIOA AREA 12 shall promptly notify the EMPLOYER in writing of the determinations and the reasons for their termination, together with the effective date.

##### B.) Termination for convenience:

OMJ | BCWWIOA AREA 12 or EMPLOYER may terminate the Agreement in whole, or in part, without cause upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the persons signing this Agreement. The EMPLOYER shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. OMJ | BCWWIOA AREA 12 shall allow full credit to EMPLOYER for the Federal share of the noncancellable obligations, properly incurred EMPLOYER prior to termination.

4. In the event of termination of this Agreement, the EMPLOYER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the EMPLOYER shall not be relieved of liability to OMJ | BCWWIOA AREA 12 for damages sustained by OMJ | BCWWIOA AREA 12 as a result of the breach of the Agreement, including without limitation EMPLOYER'S duty to reimburse all sums improperly paid hereunder by OMJ | BCWWIOA AREA 12 to the EMPLOYER.
5. In the event of any modification, termination or other amendment to the Workforce Innovation and Opportunity Act, either by the act of Congress or administratively by the President of the United States, OMJ | BCWWIOA AREA 12 reserves the right to terminate or otherwise modify the Agreement at its option, notwithstanding any other provision of the Agreement.

#### MODIFICATION

1. The EMPLOYER and OMJ | BCWWIOA AREA 12 may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the Employer's compensation, that are mutually agreed upon between OMJ | BCWWIOA AREA 12 and the EMPLOYER, shall be incorporated by written amendment to this Agreement.



17. The EMPLOYER shall agree to attempt to resolve disputes arising from this Agreement through Workforce Innovation and Opportunity Area administrative process and negotiations in lieu of litigation. The EMPLOYER ensures performance during disputes.
18. Both parties to this Agreement ensure that no funds under this Agreement shall be used for lobbying activities. The EMPLOYER certifies compliance with the executive agency lobbying restrictions contained in Ohio Revised Code 121.60 to 121.69 and 31 USC 1352.
19. Both parties to this Agreement ensure that their officers, employees and agents will not solicit or accept gratuities, favors or anything of monetary value as a result of the Agreement. Neither will any trainee be charged a fee for the referral or placement of said trainee under this Agreement.
20. The EMPLOYER shall ensure that no activities, work or training under this Agreement are in conflict with the terms and conditions of a collective bargaining agreement or contract for services, The EMPLOYER further ensures that nothing under this Agreement shall impair any aspect of an existing collective bargaining agreement, except that no person funded by W.I.O.A. which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the EMPLOYER and the affected labor organization.
21. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

#### TRAINEES

1. Only those persons determined eligible by OMJ | BCWWIOA AREA 12 will be trained under this OJT agreement.
2. Trainees must be authorized to work in the United States and all trainees who are required to register with the Selective Service System have done so in compliance with the Military Selective Service Act.
3. No OJT Trainee may assist, promote or deter union organizing or engage in political activities during work hours.
4. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.
5. No OJT Trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous or dangerous to the Trainee's health or safety.
6. No OJT Trainees may be members of the immediate family of the EMPLOYER or its Officers.

#### TRAINEE WAGES AND BENEFITS

1. Hourly wages paid to a Trainee shall not be less than the hourly wage specified in the Training Plan.
2. Appropriate worker's compensation insurance protection will be provided to all Trainees by the EMPLOYER.
3. Each Trainee shall be provided pay, benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Compensation must be no less than the highest of Federal, or State minimum wage. The maximum OJT reimbursement per trainee is \$8,000 or up to 50% of the trainee's regular wages during the training period.
4. All trainees hired through this OJT Agreement are considered employees of the EMPLOYER as of the date of hire and are entitled to all rights and benefits normally provided to employees of the EMPLOYER.
5. The EMPLOYER shall assure that appropriate standards for health and safety in work and training situations are maintained.
6. The EMPLOYER accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.

#### RECORDS

1. The EMPLOYER shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and participant records and supporting documentation. Additionally, records for nonexpendable property shall be retained for whichever period is longer, six (6) or three (3) years after final disposition of the property. The aforementioned records will be



## KEY PAYMENT DEFINITIONS

**Training Completion:** Training is complete when the Training Period is over and/or the Trainee meets the Employer's standard for each "skill to be learned" as shown in the Training Plan. OMJ | BCWWIOA AREA 12 staff will help with training design.

**Trainee Regular Wages:** These are the amounts earned by the Trainee for work performed during the training period. Wages include regular "straight time" for actual hours worked with no overtime premium, holiday pay or fringe benefits included. The maximum OJT is \$8,000 per trainee or up to 50% of the trainee's regular wages during the training period.

Contact your OMJ | BCWWIOA AREA 12 representative within 30 days if a Trainee quits or is fired.

## APPLICABLE LAWS AND RULES

1. The EMPLOYER shall comply with all applicable Federal, State, and local laws, rules and regulations, including but not limited to the Fair Labor Standards Act, as amended, which deal with or are related to employment of persons who perform work or are trained under this Agreement.
2. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.
3. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
4. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or solely because they are participating in W.I.O.A. under this Agreement.
5. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
6. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of OMJ | BCWWIOA AREA 12 will be utilized. The Employer shall inform Trainees of the grievance procedure to be followed.
7. OMJ | BCWWIOA AREA 12 in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.
8. The EMPLOYER assures that no former employee is in layoff in the same or similar position as the position for which this OJT Agreement is being written and approved.
9. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
10. No funds may be used to assist in relocating the EMPLOYER'S company or parts thereof from one area to another, especially if said location results in a loss of employment at the original location.
11. EMPLOYER assures compliance with all applicable business licensing, taxation and insurance requirements.
12. EMPLOYER assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment upon successful completion of this OJT Agreement.
13. EMPLOYER agrees to adhere to the rules and regulations of the Workforce Innovation and Opportunity Act and as amended.
14. EMPLOYER agrees to hold harmless OMJ | BCWWIOA AREA 12 for ineligible costs and insures that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit. Moreover, the EMPLOYER agrees to indemnify and hold harmless OMJ | BCWWIOA AREA 12 and insure that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by virtue of any act or failure to act by which the EMPLOYER shall be responsible.
15. Funds may not be redistributed hereunder without approval of OMJ | BCWWIOA AREA 12 and amendment to the Agreement.
16. Employer shall not use any part of the funds received pursuant to this agreement to employ persons to whom employer is related by consanguinity or marriage.

# Resolution

Number 19-1042

Adopted Date August 13, 2019

APPROVE THE DESTRUCTION OF THE FOLLOWING WARREN COUNTY SHERIFF'S OFFICE EQUIPMENT

WHEREAS, the Warren County Sheriff's Office has determined there is no longer any service left in the following;

- LG TV Serial #703MXLS36968 WC #23654 - DTF
- 5 Senstar Man Down Alarms WC #29147, WC #24318, WC #29156, WC #29158, WC #29139
- 1 Preimeter Man Down Alarm WC #24103
- CMI Inc Intoxilyzer S-D5
- CMI Inc Intoxilyzer S-D2
- Swingline Electric Stapler WC #25608
- Dymo Label Maker WC #25729
- Garrett Super Scanner Serial #98032096 Model #1165170
- Dell Precision T7500 Serial #9HM6LS1 WC #24170

WHEREAS, the Warren County Sheriff's Office plans to dispose of the items properly; and

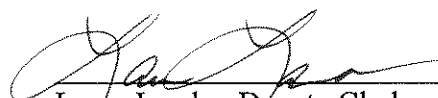
NOW THEREFORE BE IT RESOLVED, to dispose of the above listed property.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 13<sup>th</sup> day of August 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Sheriff (file)  
Auditor – B. Quillen

# Resolution

Number 19-1043

Adopted Date August 13, 2019

AUTHORIZE THE FILING OF APPLICATIONS WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR FY 2020 TRANSPORTATION ASSISTANCE GRANTS. THESE GRANTS MAY INCLUDE THE OHIO ELDERLY AND DISABLED TRANSIT FARE ASSISTANCE PROGRAM AND THE URBAN TRANSIT PROGRAM

WHEREAS, the State of Ohio through its FY 2020 programs has made available funds to assist public transportation systems in Ohio; and

WHEREAS, the Warren County Transit Service is the transit operator for Warren County Board of County Commissioners; and

WHEREAS, the Warren County Transit Service is presently providing transit service and observing all federal and state rules regarding these programs; and

NOW THEREFORE BE IT RESOLVED, that Warren County Office of Grants Administration is hereby authorized to file an application and execute contracts for the FY 2020 Ohio Elderly and Disabled Transit Fare Assistance Program, the FY 2020 Urban Transit Program, the FY 2020 Rural Transit Program, the FY 2020 Ohio Transit Partnership Program and the FY 2020 Bus and Bus Facilities on behalf of the Warren County Board of County Commissioner; and

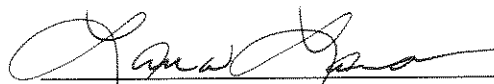
BE IT FURTHER RESOLVED that the Warren County Office of Grants Administration is authorized to furnish such additional information as the Ohio Department of Transportation may require in connection with these applications.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 13<sup>th</sup> day of August 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

sm

cc: Transit (file)  
OGA (file)



# Warren County Office of Grants Administration

406 Justice Drive  
Lebanon, Ohio 45036  
(513) 695-1259

August 5, 2019

Mr. Chuck Dyer, Administrator, Office of Transit  
Ohio Department of Transportation  
1980 West Broad Street, Mail Stop 3110  
Columbus, Ohio 43223

Dear Mr. Dyer:

RE: 2020 URBAN TRANSIT PROGRAM (UTP)

The **Warren County Transit Service** hereby applies for \$121,107 (UTP allocation) in formula funds under the Urban Transit Program for operating expenses.

The following items are a part of this application:

1. A copy of a resolution from our governing body authorizing the submittal of this application.
2. Not applicable: A copy of a purchase order and/or board authorization to purchase for each capital item except capitalized maintenance, complementary paratransit and capital cost of contracting projects.
3. A final or draft summary of the agency CY2019 capital and operating budget.
4. Standard state assurances.
5. Federal fund balances including apportionments, obligated funds, expenditures, grant balances, and potentially lapsing funds.
6. A copy of the final Federal Transit Administration triennial review report and the closeout letter from FTA.

If you have any questions or need further information, please contact Susanne Mason at 513.695.1210 or [masosu@co.warren.oh.us](mailto:masosu@co.warren.oh.us)

Respectfully,



Shannon Jones, President  
Warren County Board of Commissioners

2020

**Anticipated Expenses**

<b>Object Code</b>	<b>Description</b>	<b>Expenses</b>
5210	Supplies (fuel, office, etc.)	\$ 140,000.00
5310	Vehicles, Capital Outlay	\$ 187,000.00
5410	Purchased Services	\$ 930,000.00
5910	Other Expense (transferred for Admin)	\$ 500.00
5912	Admin Costs	\$ 40,000.00
		<b>\$ 1,297,500.00</b>

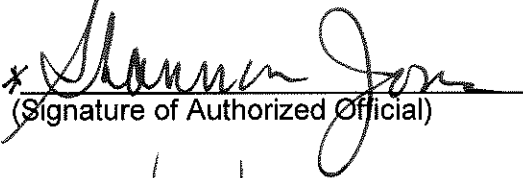
**Anticipated Receipts**

<b>Code</b>	<b>Source (Received From)</b>	<b>Anticipated Revenue as of Sept 2016</b>
41155	Farebox	\$ 75,000.00
41156	Contract Revenue (PSU)	\$ -
41156	WCDD	\$ 1,500.00
41155	Job & Family Services	\$ 4,000.00
49000	County Commissioner Contribution	\$ 400,000.00
42620	ODOT - Operating	\$ 121,107.00
42620	Metro	\$ 385,000.00
42621	ODOT - Capital Maint	
42921	Federal (thru ODOT )- Capital Assistance	\$ 187,000.00
45300	Tax Refund	\$ 15,000.00
		<b>\$ 1,188,607.00</b>

**EXHIBIT D – STANDARD STATE ASSURANCES**

Pursuant to the Urban Transit Program Criteria for FY 2020, the undersigned Warren County Transit Service hereby assures the Ohio Department of Transportation (ODOT) that:

1. The grant funds will be used to provide all or part of the funding for the eligible project as described in the application.
2. The grant funds will be used for public transportation services provided by the undersigned or a pass-through recipient with its own equipment and facilities or by a project contractor.
3. The Ohio-Kentucky-Indiana Regional Council of Governments (OKI), which is the Metropolitan Planning Organization, has included or will include the eligible project(s) in the Statewide Transportation Improvement Program and the Transportation Improvement Program for the Cincinnati Urbanized Area.
4. The undersigned will comply with all Federal and State of Ohio laws, rules, executive orders and other legal requirements as they apply to public transportation.
5. The undersigned will submit to ODOT a copy of:
  - a. All planning support documents, including but not limited to the short range transit plan and long range transit plans at the time they are prepared;
  - b. The BlackCat Financials data no later than May 15;
  - c. The BlackCat Statistics data by May 15;
  - d. A copy of the final FTA triennial review report with closeout letter; and
  - e. All other information ODOT requests.

By: \*  Title President, Board of County Commissioners  
(Signature of Authorized Official)

Date: 8/3/19

The following counter-signature is required for Pass-Through Recipients

Name of Pass-Through Recipient:

By: \_\_\_\_\_ (Signature of Authorized Official) \_\_\_\_\_ (Title)

Date: \_\_\_\_\_

Federal Fund Balance

Warren County FY 19 Section 5307 Apportionment:	\$ 800,702.00
Warren County FY 19 Section 5339 Apportionment:	\$ -
Warren County FY 19 Section 5337 Apportionment:	\$ -
	<u>\$ 800,702.00</u>

OTPPP 2019 Grant:	\$ 186,450.00
Amount drawn:	\$ -
Amount to be drawn:	\$ 186,450.00
Potential Lapsing Funds:	\$ -



U.S. Department  
of Transportation  
**Federal Transit  
Administration**

REGION V  
Illinois, Indiana,  
Michigan, Minnesota,  
Ohio, Wisconsin

200 West Adams Street  
Suite 320  
Chicago, IL 60606-5253  
312-353-2789  
312-886-0351 (fax)

November 13, 2017

Mr. David Young  
President  
Warren County Board of County Commissioners  
406 Justice Drive  
Lebanon, OH 45036

Re: FY 2017 Triennial Review – Final Report

Dear Mr. Young:

This report documents the Federal Transit Administration's (FTA) Triennial Review of the Warren County Transit Service (WCTS) of Lebanon, Ohio as required by Chapter 53 of Title 49, United States Code, Section 5307. Although less exacting than an audit, the Triennial Review is the FTA's assessment of grantee compliance with federal requirements determined by examining a sample of grant management and program implementation practices. As such, the Triennial Review is not intended as, nor does it constitute, a comprehensive and final review of compliance with grant requirements.

The Triennial Review focused on WCTS's compliance in 17 areas. No deficiencies were found with the FTA requirements in 11 areas. Deficiencies were found in six areas: Financial Management and Capacity, Technical Capacity, Americans with Disabilities Act (ADA), Procurement, Disadvantaged Business Enterprise (DBE), and Drug-Free Workplace/Drug and Alcohol Program.

Thank you for your cooperation and assistance during this Triennial Review. If you need any technical assistance or have any questions, please contact Mr. Stewart McKenzie at 312-353-2866 or at [Stewart.McKenzie@dot.gov](mailto:Stewart.McKenzie@dot.gov).

Sincerely,

Marisol R. Simón  
Regional Administrator

Enclosure

cc: Ms. Susanne Mason, Director, WCTS

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## **II. Review Background and Process**

### **1. Background**

The United States Code, Chapter 53 of Title 49 (49 U.S.C. 5307(f) (2)) requires that “At least once every three years, the Secretary shall review and evaluate completely the performance of a grantee in carrying out its program, specifically referring to compliance with statutory and administrative requirements.” This Triennial Review was performed in accordance with FTA procedures (published in FTA Order 9010.1B, April 5, 1993).

The Triennial Review includes a review of the grantee’s compliance in 17 areas. The basic requirements for each of these areas are summarized in Section IV.

This report presents the findings from the Triennial Review of Warren County, Ohio Transit Service (WCTS). The review concentrated on procedures and practices employed during the past three years; however, coverage was extended to earlier periods as needed to assess the policies in place and the management of grants. The specific documents reviewed and referenced in this report are available at FTA’s regional office or the grantee’s office.

### **2. Process**

The Triennial Review process includes a pre-review assessment, a review scoping meeting with the FTA regional office, and an on-site visit to the grantee’s location. The review scoping meeting was conducted with the Region 5 Office on January 24, 2017. Necessary files retained by the regional office were sent to the reviewer electronically. A grantee information request and review package was sent to WCTS advising it of the site visit and indicating information that would be needed and issues that would be discussed. The site visit to WCTS occurred on September 12-13, 2017.

The onsite portion of the review began with an entrance conference, at which the purpose of the Triennial Review and the review process were discussed. The remaining time was spent discussing administrative and statutory requirements and reviewing documents. The reviewers visited WCTS’s transit/maintenance facilities to provide an overview of activities related to FTA-funded projects.

The reviewers examined a sample of maintenance records for FTA-funded vehicles and equipment. Upon completion of the review, FTA and the reviewers provided a summary of preliminary findings to WCTS at an exit conference. Section VI of this report lists the individuals participating in the review.

### III. Grantee Description

#### 1. Organization

Warren County Transit Service (WCTS) provides transit service in Warren County, Ohio. WCTS is a service provided by the Warren County Board of Commissioners, Grants Administration Office. The operation of WCTS is provided by a contractor, Universal Transportation Systems (UTS). WCTS operates service using local funds from the Warren County Commissioners, the Ohio Department of Transportation (ODOT), and the Southwest Ohio Regional Transportation Authority (SORTA). FTA funds were used to purchase vehicles and for capital maintenance in 2015. The population of its service area is approximately 224,470. This is the first Triennial Review for Warren County.

#### 2. Services

WCTS operates demand response service and one fixed-route deviation service in Warren County. Service is provided on weekdays from 6:00 a.m. to 6:00 p.m. The basic adult fare for service is \$3.00 for a one-way trip. A reduced fare of \$1.50 is offered to seniors and persons with disabilities during all hours. The WCTS fleet consists of 19 paratransit vehicles.

Warren County Transit Service's National Transit Database Report for fiscal year 2016 provided the following financial and operating statistics for its demand response service:

<b>Operating Statistic</b>	<b>Demand Responsive Service</b>
Unlinked Passengers	36,253
Revenue Hours	24,027
Operating Expenses	\$647,135

#### 3. Grant and Project Activity

Below is a list of WCTS's open grants at the time of the review.

<b>Grant Number</b>	<b>Grant Amount</b>	<b>Year Executed</b>	<b>Description</b>
OH-2017-032-00	\$141,405	2017	Purchase Transit Vehicles

#### Projects Completed

In the past few years, WCTS has completed the following noteworthy projects:

- Initiation of fixed route deviation service
- Purchase of three buses



## **IV. Results of the Review**

### **1. Financial Management and Capacity**

Basic Requirement: The grantee must demonstrate the ability to match and manage FTA grant funds, cover cost increases and operating deficits, cover maintenance and operational costs for FTA-funded facilities and equipment, and conduct and respond to applicable audits.

Finding: During this Triennial Review of WCTS, deficiencies were found with the FTA requirements for Financial Management and Capacity. WCTS does not have up-to-date and comprehensive written procedures for managing FTA grants. The current procedures consist of a one-page summary of the grant draw down process, and does not contain information about internal control practices, accounting software or system used, any required financial reporting, and oversight of the operations contractor financial procedures.

Corrective Action(s) and Schedule: No later than February 13, 2018, WCTS must prepare and submit to the FTA Region 5 Office, financial policies and procedures that govern grant implementation, are clearly written and understood throughout the organization, and conform to applicable legislative and administrative requirements. If applicable, submit documentation of board or final authority approval.

Finding: During the review of the ECHO drawdowns, it was found that the Transit Director prepares and executes each drawdown, with review and approval duties provided by the administrative assistant. As such, there is a lack of internal control, since the administrative assistant is not the registered ECHO approving official, nor is there evidence that the administrative assistant has been delegated authority to approve ECHO drawdowns.

Corrective Action(s) and Schedule: No later than February 13, 2018, WCTS must submit to the FTA Region 5 Office a process documenting that an authorized official approves each ECHO request, and also develop and submit a process to ensure someone other than the approving official requests ECHO funds.

Subsequent to the site visit, WCTS confirmed that the administrative assistant is a registered user of the ECHO system. This finding remains open pending submission by WCTS of evidence showing the ECHO registered users and the written process for the division of ECHO duties.

### **2. Technical Capacity**

Basic Requirement: The grantee must be able to implement FTA-funded projects in accordance with the grant application, FTA Master Agreement, and all applicable laws and regulations, using sound management practices.

Finding: During this Triennial Review of WCTS, deficiencies were found with the FTA requirements for Technical Capacity. WCTS has not established oversight procedures to ensure its operations contractor, Universal Transportation System (UTS), is in compliance with all applicable FTA requirements. WCTS has recently begun on-site visits to the contractor's facility, but no

Finding: WCTS runs one fixed-route deviation service that has the ability to deviate from the route upon request for passengers who make the request in advance. A review of the ADA fixed-route service standards found no evidence that the WCTS operators were receiving training on such requirements as making stop announcements on the bus or requirements for requesting that passengers vacate priority seats for those passengers requiring assistance, as required by 49 CFR 37.161-173.

Corrective Action(s) and Schedule: No later than February 13, 2018, WCTS must submit to the RCRO procedures for ensuring that its contractor complies with the ADA service provisions for stop announcements, priority seating for elderly and disabled passengers, and all other service provisions for the fixed-route deviation service.

## 5. Title VI

Basic Requirement: The grantee must ensure that no person shall, on the grounds of race, color, or national origin, be excluded from participating in, or be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance without regard to whether specific projects or services are federally funded. The grantee must ensure that federally supported transit services and related benefits are distributed in an equitable manner.

Finding: During this Triennial Review of WCTS, no deficiencies were found with the FTA requirements for Title VI.

## 6. Procurement

Basic Requirement: Grantees use their own procurement procedures that reflect applicable state and local laws and regulations, provided that the process ensures competitive procurement and the procedures conform to applicable Federal law, including 49 CFR Part 18, (repealed effective December 26, 2014), 2 CFR Part 1201, incorporating 2 CFR Part 200 (specifically Sections 200.317-200.326), and FTA Circular 4220.1F, "Third Party Contracting Guidance."

Finding: During this Triennial Review of WCTS, deficiencies were found with the FTA requirements for Procurement. The WCTS procurement policies reviewed during the Triennial Review were under revision and had not been formally adopted by the Board of Commissioners. The policies also were missing some elements such as references to the Warren County Code of Ethics/Standards of Conduct, and did not adequately address the Buy America requirements for rolling stock purchases.

Corrective Action(s) and Schedule: No later than February 13, 2018, WCTS must provide the FTA Region 5 Office with revised and adopted procurement procedures that address all missing elements, and ensure full and open competition in all procurement transactions.

Finding: A review of the one WCTS federally funded procurement, the July 2015 purchase of three light transit vehicles (LTV), through the Ohio Cooperative Purchasing Program, found that WCTS did not complete and document an independent cost estimate for the procurement reviewed, as required by 2 CFR 200.323 and FTA C. 4220.1F, Ch. VI, Section 6.

Corrective Action(s) and Schedule: No later than February 13, 2018, WCTS must report the LTV bus procurement retroactively using the online Transit Vehicle Award Reporting Form located on FTA's Civil Rights DBE Webpage. WCTS also must submit to the FTA Region 5 RCRO an implemented process to ensure that notifications of award for future FTA-funded transit vehicle purchases are provided within 30 days of award.

Subsequent to the site visit, WCTS reported the LTV bus purchase on the FTA Civil Rights DBE Webpage. This finding remains open pending submission of the WCTS process to ensure that notifications of award for future FTA-funded transit vehicle purchases are provided within 30 days of award, and review of the process by the RCRO.

## **8. Legal**

Basic Requirement: The grantee must be eligible and authorized under state and local law to request, receive, and dispense FTA funds and to execute and administer FTA-funded projects. Grantees must comply with Restrictions on Lobbying requirements.

Finding: During this Triennial Review of WCTS, no deficiencies were found with the FTA requirements for Legal.

## **9. Satisfactory Continuing Control**

Basic Requirement: The grantee must ensure that FTA-funded property will remain available to be used for its originally authorized purpose throughout its useful life until disposition.

Finding: During this Triennial Review of WCTS, no deficiencies were found with the FTA requirements for Satisfactory Continuing Control.

## **10. Planning/Program of Projects**

Basic Requirement: The grantee must participate in the transportation planning process in accordance with FTA requirements, Fixing America's Surface Transportation (FAST) Act, and the metropolitan and statewide planning regulations. Each recipient of a Section 5307 grant shall develop, publish, afford an opportunity for a public hearing on, and submit for approval, a program of projects (POP).

Finding: During this Triennial Review of WCTS, no deficiencies were found with the FTA requirements for Planning/POP.

## **11. Public Comment on Fare Increases and Major Service Reductions**

Basic Requirement: Section 5307 grantees are expected to have a written, locally developed process for soliciting and considering public comment before raising a fare or carrying out a major transportation service reduction.

## 16. Drug Free Workplace and Drug and Alcohol Program

**Basic Requirement:** Grantees are required to maintain a drug-free workplace for all grant-related employees and to have an ongoing drug-free awareness program. Grantees receiving Section 5307, 5309, 5311 or 5339 funds that have safety-sensitive employees must have a drug and alcohol testing program in place for such employees.

**Finding:** During this Triennial Review of WCTS, deficiencies were found with the FTA requirements for Drug-Free Workplace and Drug and Alcohol Program. A review of the WCTS operating contractor's drug and alcohol policy found missing elements. The UTS policy was missing a signature from the chief executive officer to formally adopt the program and did not contain a description of the consequences for a covered employee who has a confirmed alcohol test with a concentration of 0.04 or greater, or refuses to submit to a test, as required by 49 CFR 655.15.

**Corrective Action(s) and Schedule:** No later than February 13, 2018, WCTS must submit to the FTA Region 5 Office an amended contractor drug and alcohol policy that includes the missing elements, has been adopted by the governing board or other "final authority," and has been re-communicated to all affected employees.

**Finding:** WCTS does not have a program in place to consistently monitor the drug and alcohol program of its operations contractor, UTS, to ensure compliance with FTA drug and alcohol regulations.

**Corrective Action(s) and Schedule:** No later than February 13, 2018, WCTS must submit to the FTA Region 5 Office procedures to ensure oversight of the operations contractor.

**Finding:** WCTS does not have a process for monitoring the drug and alcohol program vendors of its operations contractor, UTS, to ensure they are in compliance with the drug and alcohol requirements of 49 CFR Part 40.

**Corrective Action(s) and Schedule:** No later than February 13, 2018, WCTS must submit to the FTA Region 5 Office evidence of a drug and alcohol program vendor monitoring procedure for its operations contractor, along with evidence of implementation.

## 17. Equal Employment Opportunity

**Basic Requirement:** The grantee must ensure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, age, or disability be excluded from participating in, or denied the benefits of, or be subject to discrimination in employment under any project, program, or activity receiving Federal financial assistance under the Federal transit laws. (Note: Equal Employment Opportunity Commission's regulation only identifies/recognizes religion and not creed as one of the protected groups.)

**Finding:** During this Triennial Review of WCTS, no deficiencies were found with the FTA requirements for EEO.

## V. Summary of Findings

Review Area	Finding	Deficiency	Corrective Action	Response Due Date	Date Closed
1. Financial Management and Capacity	D-783	No financial policies and procedures	WCTS must prepare and submit to the FTA Region 5 Office financial policies and procedures that govern grant implementation, and are clearly written and understood throughout the organization and conform to applicable legislative and administrative requirements. If applicable, WCTS must submit documentation of board or final authority approval.	2/13/18	
	D-80	Insufficient effective control	WCTS must submit to the FTA Region 5 Office a process documenting that an authorized official approves each ECHO request and also develop and submit a process to ensure someone other than the approving official request ECHO funds.	2/13/18	
2. Technical Capacity	D-208	Inadequate oversight of subrecipient/third party contractor/lessees	WCTS must submit procedures to the FTA Region 5 Office for monitoring its contractor for compliance with Federal requirements.	2/13/18	
3. Maintenance	ND				
4. ADA	D-324	Insufficient ADA complaint process	WCTS must revise the on-line complaint procedures and complaint form so that complainants can specifically identify the complaint as an ADA related complaint. WCTS must also develop and implement a process for promptly resolving complaints and communicating the WCTS response to the complainant in a means that can be documented. Submit procedures to the FTA Region 5 Regional Civil Rights Officer (RCRO).	2/13/18	

Review Area	Finding	Deficiency	Corrective Action	Response Due Date	Date Closed
	D-265	Pre - award and/or post - delivery certifications lacking	WCTS must submit to the FTA Region 5 Office the missing certifications for the procurement reviewed and procedures for completing the applicable Buy America pre-award and post-delivery audit certifications for future revenue rolling stock procurements.	2/13/18	
7. DBE	D-774	Unreported transit vehicle purchases	WCTS must report the LTV bus procurement retroactively using the online Transit Vehicle Award Reporting Form located on FTA's Civil Rights DBE Webpage. WCTS also must submit to the FTA RCRO an implemented process to ensure that notifications of award for future FTA-funded transit vehicle purchases are provided within 30 days of award.	2/13/18	
8. Legal	ND				
9. Satisfactory Continuing Control	ND				
10. Planning/ POP	ND				
11. Public Comment on Fare Increases and Major Service Reductions	ND				
12. Half Fare	NA				
13. Charter Bus	ND				
14. School Bus	ND				
15. Security	ND				
16. Drug-Free Workplace/ Drug and Alcohol Program	D-26	Contractors, subrecipients, and/or lessees drug and alcohol policy lacking required elements	WCTS must submit to the FTA Region 5 Office an amended contractor drug and alcohol policy that includes all missing elements, has been adopted by the governing board or other "final authority," and has been re-communicated to all affected employees.	2/13/18	

## VI. Attendees

Name	Title	Phone Number	E-mail Address
<i>Warren County Transit Service</i>			
Susanne Mason	Director	513-695-1210	susanne.mason@co.warren.oh.us
Vicki Perry	Grants Coordinator	513-695-1259	vicki.perry@co.warren.oh.us
<i>Universal Transit System</i>			
Ronald Evans	Operations Manager	513-858-7903	revans@uts-ohio.com
Mike Bastin	Mechanic	513-312-1223	mbastin@uts-ohio.com
<i>FTA Region 5</i>			
Stewart McKenzie	Community Planner	312-353-2866	Stewart.McKenzie@dot.gov
Marisa Appleton (via teleconference)	Civil Rights Officer/Oversight	312-705-1270	Marisa.Appleton@dot.gov
Vanessa Adams (via teleconference)	Director, Program Mgmt. & Project Oversight	312-886-0309	Vanessa.Adams@dot.gov
<i>Interactive Elements Inc.</i>			
Andrew Lynd	Reviewer	856-404-2040	alynd@pierlottassociates.com



# OHIO DEPARTMENT OF TRANSPORTATION

## Submitter Information

### Submitter of UTP Application \*

Susanne	Mason
<small>First Name</small>	<small>Last Name</small>

### Submitter Email \*

masosu@co.warren.oh.us

### Submitter Phone \*

(513) 695-1210

## Transit Agency Information

### Grantee \*

Warren County Transit Service

### Authorizing Official \*

Shannon	Jones
<small>First Name</small>	<small>Last Name</small>

### Authorizing Official's Title \*

Board of County Commissioner President

Who is authorized to sign the contract?

### Authorizing Official's Email \*

shannon.jones@co.warren.oh.us

### Agency Address \*

406 Justice Drive



Lebanon	Ohio	450
City	State	ZIP Code

We are an urban transit system receiving 5307 funds or a rural transit system receiving 5311 funds in Ohio. \*

- Urban
- Rural

State UTP Allocation Amount\*

Proposed Service Changes\*

There are no changes proposed for CY 2020. However, Warren County is considering implementing a second flex route in fall of 2019.

Please describe route, service hours, or fare changes and the expected implementation dates. If no changes are expected for calendar year 2020, type "None".

## Project Description and Cost

Project Description\*

Warren County Transit Service seeks UTP funds in the amount of \$121,107 for operating assistance to run its demand response service.

Total Project Cost\*

Federal Amount

State Amount\*

Local Share

Is this project matching a federal grant?

- Yes
- No

# Project Milestones

Period of performance beginning date\*

Jan 01 2020

Period of performance ending date\*

Dec 31 2020

IFB or RFP Date (if applicable)

[ ] [ ] [ ]

Award Date (if applicable)

[ ] [ ] [ ]

The date when a contract was executed for the project between the transit agency and the vendor or contractor.

First Vehicle Delivery Date (if applicable)

[ ] [ ] [ ]

Last Vehicle Delivery Date (if applicable)

[ ] [ ] [ ]

Project Completion Date\*

Dec 31 2020

This should be the date when all payment requests have been submitted by email to ODOT Transit.

# STIP/TIP Information

MPO\*

OKI

MPO Contact\*

Andy Reser

Will this project need a STIP amendment or administrative modification?\*

- STIP Amendment
- Administrative Modification

PID Number

[ ]

If a PID number is not assigned for this project type in SFY2020, please enter "Assign".

### STIP Amendment

- October 2019 Amendment
- January 2020 Amendment

Select by which quarter the MPO will have a resolution approving the STIP/TIP revision. Email the ODOT STIP Amendment form to Juana Hostin and the MPO.

I am applying for a second project. \*

- Yes
- No

### Total of All Projects

Total State Amount Applied for UTP

\$ 121107

This field will total all state amounts for projects entered in the UTP application.


Is the Total State UTP Allocation the same or less than the Total Allocation awarded by ODOT?\*

- Yes
- No

If the amount is less, ODOT may reallocate the funds to other programs

### Exhibits

Exhibit A - Application Cover Letter\*

 No File Chosen

Do you have a resolution authorizing this transit agency to apply for these SFY 2020 UTP funds?\*

- Yes
- No

Exhibit B - Authorizing Resolution

 No File Chosen

### Exhibit C - CY2019 Capital and Operating Budget Approved or Draft \*



No File Chosen

Identify the budget as approved or draft.

### Exhibit D - Standard State Assurances \*



No File Chosen

Signed by the authorizing official.

### Exhibit E - Federal Fund Balances \*



No File Chosen

Attach a spreadsheet or pdf summarizing your federal apportionments, obligated amounts in a TRAMS grant, amounts expended or drawn down, unexpended balances, and potentially lapsing funds.

### FTA Triennial Review \*



No File Chosen

Upload the agency's latest triennial review report and closeout letter.

### Exhibit G - (Optional) Purchase Order for Capital Items



No File Chosen

If there is no approved purchase order, upload when you expect to have the capital item approved for purchase. This can include a multi-year contract for bus purchases.

[Save and Resume Later](#)



**The Ohio Department of Transportation**

1980 West Broad Street, Columbus Ohio 43223

Mike DeWine, Governor | Jack Marchbanks, Ph.D., ODOT Director | Feedback | Ohio.gov

# Resolution

Number 19-1044

Adopted Date August 13, 2019

## ADVERTISE FOR PUBLIC HEARING #1 FOR FISCAL YEAR 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

BE IT RESOLVED, to advertise for Public Hearing #1, the first of two public hearings to review the Fiscal Year 2020 Community Development Block Grant (CDBG) Program, to be held Thursday, September 19, 2019, at 6:00 p.m., in the County Commissioners' Meeting Room; and

BE IT FURTHER RESOLVED, to direct the Clerk to publish notice of said hearing in Today's Pulse newspaper, in accordance with CDBG guidelines.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 13<sup>th</sup> day of August 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

/sm

cc: OGA (file)

# Resolution

Number 19-1045

Adopted Date August 13, 2019

APPROVE A SUBSIDY GRANT AGREEMENT FOR THE FY 2020-2021 JUSTICE REINVESTMENT AND INCENTIVE FUNDING THOROUGH THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION ON BEHALF OF THE WARREN COUNTY COMMON PLEAS COURT

BE IT RESOLVED, to approve a subsidy grant agreement on behalf of the Warren County Common Pleas Court, through the State of Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, for the FY 2020-2021 Justice Reinvestment and Incentive Funding (JRIF), performance period July 1, 2019 to June 30, 2021, as attached hereto and made a part hereof; and


BE IT FURTHER RESOLVED, in the event funding is not available from the State of Ohio Department of Rehabilitation and Correction the Warren County Board of Commissioners has no further obligation to fund this project.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 13<sup>th</sup> day of August 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

sm/

cc: c/a – ODRC  
Community Corrections (file)  
OGA (file)  
Auditor's office

**OHIO DEPARTMENT OF REHABILITATION AND CORRECTION**

*SUBSIDY GRANT AGREEMENT FOR  
JUSTICE REINVESTMENT AND INCENTIVE FUNDING*

**THIS SUBSIDY GRANT AGREEMENT FOR JUSTICE REINVESTMENT AND INCENTIVE FUNDING** (hereinafter referred to as the "Agreement"), is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as "Grantor"), located at 4545 Fisher Road, Suite D, Columbus, Ohio and Warren County (hereinafter referred to as "Grantee"), located at 500 Justice Drive, Lebanon, OH 45036. The Grantor and the Grantee are hereinafter collectively referred to as the "Parties" and separately known as the "Party".

**WHEREAS**, the Grantee has made an application to the Grantor for monies made available for through Justice Reinvestment and Incentive Grant Application (hereinafter referred to as "JRIG Application"), for the use of these funds;

**WHEREAS**, the Grantor has authority pursuant to section 5149.30 et seq. of the Ohio Revised Code ("ORC"), to determine and award grants to assist local governments in community-based law enforcement services; and

**WHEREAS**, the purpose of this grant is to provide funds to common pleas, municipal, and county court probation departments and community-based correctional facilities to adopt policies and practices based on the latest research on how to reduce the number of offenders on probation supervision who violate the conditions of their supervision.

**NOW THEREFORE**, in considerations of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. **Funds:** The Grantor awards to the Grantee the sum of \$509,744.00 (hereinafter referred to as "Grant Funds"), to be paid in eight installments for the period beginning with the effective date of this agreement and ending June 30, 2021 subject to the terms and conditions of this agreement, unless extended or renewed by written agreement of both parties or otherwise as provided herein. Total Grant Funds expenditure for the grant period (July 1, 2019 to June 30, 2021) will not in any case exceed \$509,744.00. The installments shall be paid in the following manner:

- (a) FY20 - Four payments of \$63,718.00 totaling \$254,872.00.
- (b) FY21 - Four payments of \$63,718.00 totaling \$254,872.00.

Payments of Grant Funds will be made by the Grantor by way of Electronic Fund Transfer to the designated public entity. Such payments will be made during the first month of each quarter of the Grantor's fiscal year. This process will continue until the total Grant Funds are expended not to extend beyond June 30, 2021.

The fiscal agent designated to act on behalf of the Grantee is \_\_\_\_\_ . The program's tax identification number is 31-6000058.

2. **Term:** This Agreement is effective as of the date indicated on the "Justice Reinvestment and Incentive Grant Approval" letter which is incorporated herein by reference. As the current Ohio General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire on June 30, 2021. Prior to the expiration of the initial term or any renewed term, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions subject to an award of grant funds pursuant to Grantee's next grant cycle application in response to Grantor's Community Correction Act Grant. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.
  
3. **Performance Reports:** The performance period begins on July 1, 2019 and ends on April 30, 2021. Grantees will be responsible for providing performance reports detailing their progress toward achieving the established performance measures/outcome goals. The performance report time frames and due dates are as follows:
  1. Period One - July 1, 2019 to Sept 30, 2019 Due Date - October 15, 2019
  2. Period Two - October 1, 2019 to December 31, 2019 Due Date - January 15, 2020
  3. Period Three - January 1, 2020 to March 31, 2020 Due Date - April 15, 2020
  4. Period Four - April 1, 2020 to June 30, 2020 Due Date - July 15, 2020
  5. Period Five - July 1, 2020 to September 30, 2020 Due Date - October 15, 2020
  6. Period Six - October 1, 2020 to December 31, 2020 Due Date - January 15, 2021
  7. Period Seven - January 1, 2021 to February 28, 2021 Due Date - March 15, 2021
  8. Period Eight - March 1, 2021 to April 30, 2021 Due Date - May 10, 2021
  
4. **Program Services:** The Grantee agrees to affect the program as outlined in the JRIG Application submitted by the Grantee, and as approved and/or modified by Grantor herein by reference. The program's positions, salaries, and fringe benefits shall be as stated in the proposal. Expenses other than salaries of persons who will staff and operate the program for which the state financial assistance can be used are those identified and as approved by Grantor in the proposal. Purchases made with state funds shall be in accordance with county/state/municipal competitive bidding requirements. Any significant program change or reduction requires the prior written approval of the Grantor. In the event such change, or reduction is approved, the Grantor may make appropriate changes in funding.
  
5. **Program Evaluation Responsibilities:**
  - A. The Grantee shall maintain statistical records for the period of the grant in the format and frequency as established by the Grantor as listed above; and



- B. The Grantee shall prepare and submit to the Grantor a progress report comprised of the statistical data or other information pursuant to the Grantor's guidelines. The Grantee shall maintain internet access for data transmission into the Grantor's management information systems; and
- C. The Grantee shall prepare and submit a quarterly financial report to the Grantor. The report shall be submitted within thirty (30) days after the end of each quarter.
- D. Failure to comply with items (5) (A) through (C) of this Grant Agreement may result in the withholding of Grant Funds until such time as Grantee complies with such responsibilities.

**6. Compliance:**

- A. The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an ongoing evaluation of subsidy funded community-based corrections programs.
- B. All expenditures made by the Grantee with Grant Funds received as state financial assistance through this grant shall be governed by laws of the State of Ohio.
- C. All contracts by the Grantee for services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties involved, state conditions for termination of the agreement and be approved by the appropriate county officials before their implementation. A copy of such agreement(s) shall be forwarded to the Bureau of Community Sanctions.
- D. Failure of the Grantee to comply with the rules of Chapter 5120:1-5 of the Ohio Administrative Code which are applicable under this Grant Agreement, may be cause for the Grantor to terminate further funding. Furthermore, the Grant Funds amount may be reduced, or the Agreement terminated by the Grantor if:
  - a. The quality and extent of the program services furnished by the Grantee are significantly reduced from the level proposed and as approved by Grantor in the JRIG Application in the Grantor's sole discretion.
  - b. There is a financial or audit disclosure involving misuse of state funds.
- E. The reason(s) for the intent to terminate or reduce Grant Funds shall be given in writing to the Grantee. Said notice will be given sixty (60) days prior to the termination of funding. The Grantee shall have thirty (30) days following the receipt of such notice in which to present a petition for reconsideration to the Deputy Director of Parole and Community Services of the Department of Rehabilitation and Correction.

7. **State Audit Findings:** Grantee affirmatively represents to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this agreement, and any funds paid by the State hereunder shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the Grantor for recovery of said Grant Funds.
  
8. **Appropriation:** The amount specified in paragraph A.1 is subject to legislative appropriation of the Grantor's proposed Community Non-Residential Programs subsidy (407) budget amount for Fiscal Year 2020 and 2021. The parties agree that the Grantor may modify the amount in paragraph A.1 if such appropriation is less than the amount proposed to the Legislature by Grantor. The modified amount shall be determined solely by Grantor Officials within their discretion. Furthermore, the obligations of the state under this agreement are subject to the determination by the Grantor that sufficient funds have been appropriated by the General Assembly to the Grantor for the purposes of this grant agreement and to the certification of the availability of such funds by the director of budget and management as required by Section 126.07 of the Ohio Revised Code.
  
9. **Termination:** In the event that the Grantee wishes to terminate the program or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor. In such event in compliance with Section 5120:1-5-07 of the Ohio Administrative Code, the Grantee shall refund to the Grantor that amount paid to the Grantee which represents funding for services not yet rendered as determined by a financial audit completed by the Grantor within thirty (30) days.
  
10. **Dispute Resolution:** It is agreed that the Bureau of Community Sanctions shall monitor grant activities during the grant period. Changes shall be submitted to and approved by the Bureau of Community Sanctions for the Grantor. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any controversy or a dispute which arises out of or relates to this agreement, or any breach of this agreement. Should this fail, the Grantee can appeal to the Deputy Director of the Division of Parole and Community Services for final resolution.
  
11. **Successor and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantors.
  
12. **Staffing:** None of the persons who will staff and operate the program, including those who are receiving some or all of their salaries out of funds received by the program as state financial assistance, are employees or to be considered as employees of the Department of Rehabilitation and Correction. Employees who will staff and operate the program are employees of the program.
  
13. **Ohio Ethics and Conflict of Interests:** Grantee certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. Grantee further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.

14. **Finding for Recovery:** The Grantee warrants that it is not subject to an “unresolved” finding for recovery under RC 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay any Funds to the Ohio Department of Rehabilitation and Correction, or the Ohio Attorney General if the collection is so referred.
15. **Workers’ Compensation:** Grantee shall provide their own workers’ compensation coverage throughout the duration of the Agreement and any extensions thereof. Grantor is hereby released from any and all liability for injury received by the Grantee, its employees or agent while performing tasks, duties, work, or responsibilities as a result of the Program Services under this Agreement.
16. **Equal Employment Opportunity:** Grantee agrees that it is in compliance with the requirements of Ohio Revised Code Section 125.111.
17. **Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, RC 126.07, have been complied with, and until such time as all necessary Funds are available or encumbered and, when required, such expenditure of Funds is approved by the Controlling Board of the State of Ohio, and further, until such time that Grantor gives Grantee the approval letter that such Funds are available to Grantee.
18. **Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
19. **Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions (I) (3) or (J) (3) of RC 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of RC 3517.13.
20. **Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.
21. **Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
22. **Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
23. **Controlling Law:** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.

- 24. Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.
- 25. Compliance with Laws:** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, including any related administrative rules promulgated after the signing of this agreement.
- 26. Prison Rape Elimination Act:** If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.
- 27. Entire Agreement or Waiver:** This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.
- 28. Execution:** This Agreement is not binding upon Grantor unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

**FOR THE GRANTOR:**

Christopher Galli  
Christopher Galli, Chief  
Bureau of Community Sanctions

Cynthia Mausser  
Cynthia Mausser, Managing Director  
Division of Parole & Community Services

**FOR THE GRANTEE:**

It is hereby certified that the authority below has properly agreed to the terms of this agreement and has designated the undersigned to sign on behalf of the authority.

\* Sharon Jon 8/13/19  
County Commissioner Date

\* Paul Puma 8/13/19  
County Commissioner Date

\* \_\_\_\_\_  
County Commissioner Date

N/A  
County Executive Date

N/A  
Mayor/City Manager Date

APPROVED AS TO FORM  
Keith W. Anderson  
Keith W. Anderson  
Asst. Prosecuting Attorney

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 19-1046

Adopted Date August 13, 2019

## ACKNOWLEDGE PAYMENT OF BILLS

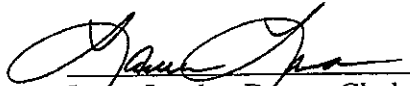
BE IT RESOLVED, to acknowledge payment of bills from 8/6/19 and 8/8/19 as attached hereto and made a part hereof.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 13<sup>th</sup> day of August 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

/tao

cc: Auditor

# Resolution

Number 19-1047

Adopted Date August 13, 2019

APPROVE BOND RELEASE FOR ROBERT ABERNATHY FOR COMPLETION OF IMPROVEMENTS IN COUNTRY BROOK NORTH SECTION 8 SITUATED IN CLEARCREEK TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

## EROSION CONTROL PERFORMANCE BOND RELEASE

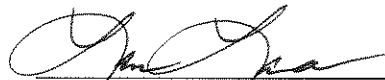
Bond Number	:	N/A
Development	:	Country Brook North, Section 8
Developer	:	Robert Abernathy
Township	:	Clearcreek
Amount	:	\$1,752.18
Surety Company	:	Citizen's National Bank - Check No. 051945

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 13<sup>th</sup> day of August 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Developer  
OMB – Sue Spencer  
Soil & Water (file)  
Bond Agreement file

# Resolution

Number 19-1048

Adopted Date August 13, 2019

## APPROVE RECORD PLATS

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following plats:


- Ashcraft Estates – Franklin Twp.
- Country Brook North Section Nine - B – Clearcreek Twp.
- Macias Acres – Turtlecreek Twp.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 13<sup>th</sup> day of August 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Plat File  
RPC



# Resolution

Number 19-1049

Adopted Date August 13, 2019

APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the second of their mandated share for SFY 2020 be transferred into the Human Services Public Assistance Fund #2203; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #1101 into Human Services Fund #2203:

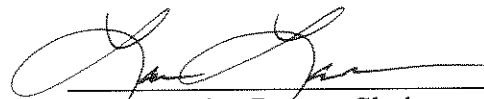
\$15,799.88	from	#11011112-5742	(Commissioners Grants - Public Assistance)
	into	#2203-49000	(Human Services - Public Assistance)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 13<sup>th</sup> day of August 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor   
Operational Transfer file  
Human Services (file)  
OMB

# Resolution

Number 19-1050

Adopted Date August 13, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO JAIL CONSTRUCTION PROJECT  
FUND #4495

BE IT RESOLVED, to approve the following supplemental appropriation:


\$467,870.00 into #44953712-5320 (Capital Projects)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.  
Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 13<sup>th</sup> day of August 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Auditor              
Supplemental Appropriation file  
Facilities Management (file)  
OMB – S. Spencer

# Resolution

Number 19-1051

Adopted Date August 13, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN TREASURERS OFFICE FUND  
#2249

BE IT RESOLVED, to approve the following appropriation adjustment:


\$500.00      from #22491130-5910      (Other Expense)  
                 into #22491130-5317      (Non Capital Purchases)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.  
Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 13<sup>th</sup> day of August 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Auditor   
Appropriation Adj. file  
Treasurer (file)

# Resolution

Number 19-1052

Adopted Date August 13, 2019

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND  
11011150

BE IT RESOLVED, to approve the following appropriation adjustment:

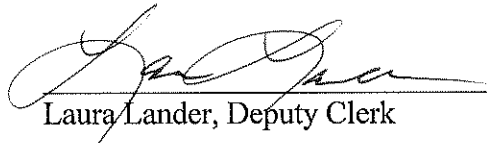
\$708.00      from #11011150-5400      (Genl Pros Purchased Services)  
                 into #11011150-5850      (Genl Pros Training/Education)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.  
Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 13<sup>th</sup> day of August 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

MRB/

cc: Auditor ✓  
Appropriation Adjustment file  
Prosecutor (file)

# Resolution

Number 19-1053

Adopted Date August 13, 2019

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND  
11011150

BE IT RESOLVED, to approve the following appropriation adjustment in order to process a vacation payout for Drew Kaer, former employee of the Prosecutor's Office:


\$142.00      from #11011150-5830      (Workers Comp)  
                 into #11011150-5882      (Vacation Leave Payout)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 13<sup>th</sup> day of August 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

MRB/

cc: Auditor  \_\_\_\_\_  
Appropriation Adjustment file  
Prosecutor (file)  
OMB

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 19-1054

Adopted Date August 13, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING  
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

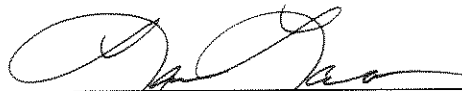
\$ 381.22      from #11012300-5830      (Workers' Comp)  
                 into #11012300-5317      (Non Capital Purchases)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.  
Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 13<sup>th</sup> day of August 2019.

BOARD OF COUNTY COMMISSIONERS



Laufa Lander, Deputy Clerk

cc: Auditor              
Appropriation Adjustment file  
Building/Zoning (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1055

Adopted Date August 13, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN PROBATE COURT FUND  
#11011250

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,000.00	from	11011250-5102	(Regular Salaries)
	into	10111250-5317	(Non Capital Purchases)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.  
Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 13<sup>th</sup> day of August 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

# Resolution

Number 19-1056

Adopted Date August 13, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN MARY HAVEN FUND #2270

BE IT RESOLVED, to approve the following appropriation adjustment:


\$1000.00	from	22701240-5830	(Workers Compensation)
	into	22701240-5430	(Utilities)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.  
Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 13<sup>th</sup> day of August 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)



# Resolution

Number 19-1057

Adopted Date August 13, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE SEWER REVENUE FUND  
5580

WHEREAS, the Water and Sewer department incurs costs for materials and purchased services;  
and

WHEREAS, appropriation adjustments are necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustments:

\$20,000	from	55803300 5998	(Reserve/Contingency)
	into	55803300 5223	(Gas & Oil)
\$10,000	from	55803300 5998	(Reserve/Contingency)
	into	55803300 5462	(Vehicle Maintenance)
\$6,500	from	55803300 5310	(Vehicles-Capital Outlay)
	into	55803300 5462	(Vehicle Maintenance)
\$50,000	from	55803309 5400	(Purchased Services)
	into	55803300 5400	(Purchased Services)

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young.  
Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Young – yea  
Mr. Grossmann – yea

Resolution adopted this 13<sup>th</sup> day of August 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

mbz

cc: Auditor   
Appropriation Adj. file  
Water/Sewer (file)

# Resolution

*Number* 19-1058

*Adopted Date* August 13, 2019

ENTER INTO A CONTRACT WITH OHIO DEPARTMENT OF HEALTH FOR THE TUBERCULOSIS FUNDING ON BEHALF OF THE WARREN COUNTY COMBINED HEALTH DISTRICT

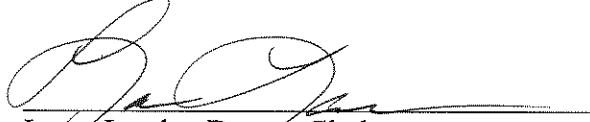
BE IT RESOLVED, to approve and enter into a contract with Ohio Department of Health for the Tuberculosis funding on behalf on the Warren County Combined Health District; said agreement attached hereto and made a part hereof.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea  
Mr. Grossmann – yea  
Mr. Young – yea

Resolution adopted this 13<sup>th</sup> day of August 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: c/a—Ohio Department of Health  
Health Dept (file)  
OMB

**OHIO DEPARTMENT OF HEALTH  
TUBERCULOSIS FUNDING AGREEMENT**

This Tuberculosis Funding Agreement ("Agreement") is between:

Ohio Department of Health ("ODH")	Warren County Board of County Commissioners
Bureau of Infectious Diseases, Tuberculosis/Healthcare-Associated Infections Program	President, Commissioner Shannon Jones
Sarah Mitchell, Program Manager ("ODH Agreement Manager")	Warren County Administration Building 406 Justice Drive, Lebanon, OH 45036
246 N. High Street, Columbus, Ohio 43215	(513) 695-1250
614-387-0652	Shannon.Jones@co.warren.oh.us
sarah.mitchell@odh.ohio.gov	0000154931- Address Code:1

AND

For the purpose of this Agreement, the term "Party" or "Parties" may be used to refer to either ODH and/or Recipient/County Commissioner individually or collectively. Two (2) hardcopies of this Agreement should be signed by Recipient and returned along with required attachments (see §5) to Ohio Department of Health, Tuberculosis-Healthcare Associated Infections Program, ATTN: Carolyn Willis, 246 North High Street, Columbus, Ohio 43215, within fourteen (14) days of receipt at the above address. A copy of the fully executed Agreement will be returned to Recipient.

1. **PURPOSE & OBJECTIVE.** All Ohio counties will be eligible to receive funds to offset the cost of public health activities associated with Tuberculosis ("TB") cases that complete an approved course of treatment. The provision of such funds and services will benefit the citizens of Ohio in a manner consistent with the overall mission of the Ohio Department of Health to protect and improve the health of all Ohioans. Eligibility criteria are based upon standards of care set forth in the American Thoracic Society ("ATS"), Centers for Disease Control and Prevention ("CDC") and Infectious Disease Society of America ("IDSA") guidance documents, and are referenced in Ohio Revised Code ("O.R.C.") 339.71 through 339.89 and Ohio Administrative Code ("O.A.C.") 3701-15-01 through 3701-15-03. CDC considers this project to be (1) increasing Human Resource Development ("HRD") for the prevention and control of TB through education and training activities, and; (2) increasing the capacity for appropriate medical evaluation and management of persons with TB disease and infection through medical consultation, for which disclosure of protected health information by covered entities is authorized by section 164.512(b) of Health Insurance Portability and Accountability Act ("HIPAA").
2. **REQUIRED QUALIFICATIONS.** Recipient must be an office of an Ohio County Commissioner.
3. **AGREEMENT TERM.** Subject to §8 and other terms and conditions specified in this Agreement:

3.1. "Agreement Beginning Date" shall be defined as the date indicated here, or the date of Agreement execution by both Parties, whichever is later:

7/1/2019

3.2. "Agreement Ending Date" shall be defined as the date indicated here, the date of Agreement termination or the date to which the Agreement has been extended:

12/31/2019

3.3. "Agreement Period" shall be defined as the time between the "Agreement Beginning Date" and "Agreement Ending Date" unless prior to the expiration date, the Agreement is renewed, terminated, or cancelled in accordance with the Agreement Terms and Conditions. Any reference to the Agreement Period shall include any renewal terms.

4. AGREEMENT FUNDING.

4.1. "Agreement Funding Source" shall be defined as:

Center for Disease Control and Prevention (CDC) - National Center for HIV, Viral Hepatitis, STDs and TB Prevention (PS) Cooperative Agreement

4.2. Federal Award Identification Number (FAIN):

NU52PS004703

4.3. CFDA Number:

93.116

4.4. Ohio Statute Authorizing Administration of the Program:

Ohio Revised Code ("O.R.C.") 3701.04(A)(4) & 3701.146; HIPAA 45 CFR Parts 160 & 164 (covered entities may disclose PHI to public health authorities); 42 U.S.C. 247b(l)(2) and 247b-6, as amended

5. ATTACHMENTS & ACKNOWLEDGEMENTS. Attachments specified in this Agreement are made a part hereof, and are incorporated as terms and conditions of this Agreement. PLEASE READ CAREFULLY AND INITIAL EACH PARAGRAPH BELOW:

Recipient affirms that they have read and understand and agree to be bound by the Scope of Activities, Deliverables & Subsidy terms in §7 below, and by the Agreement Terms and Conditions in §8 below;

If Recipient is not currently a registered vendor with the State of Ohio, Recipient must register online using the OAKS Supplier Self-Registration module at [www.supplier.obm.ohio.gov](http://www.supplier.obm.ohio.gov);

Recipient must complete and submit with this Agreement an Affirmation and Disclosure Form attached and marked Attachment A;

Recipient certifies its non-profit status and authority to do business in Ohio;

Recipient must submit with this Agreement verification of any required licenses, registrations or other qualifications required by this Agreement;

Recipient certifies it is not debarred from consideration for any state or federal government contracts and it is not subject to any unresolved finding for recovery; and

Effective March 28, 2019, if the Agreement Funding Source identified in §4.1. of this Agreement is one of the following listed funding sources, Recipient must certify that it does not perform nontherapeutic abortions; promote nontherapeutic abortions; contract with any entity that performs or promotes nontherapeutic abortions; nor will Recipient become nor is Recipient currently affiliated with any entity that performs or promotes nontherapeutic abortions as defined in O.R.C. §9.04:

- Violence Against Women Act;
- Breast and Cervical Cancer Mortality Prevention Act;
- Infertility prevention project;
- Minority HIV/AIDS initiative; or
- State of Ohio funds, including infant mortality reduction or infant vitality initiatives.

6. FEDERAL NOTICE OF AWARD RESTRICTIONS, DISCLAIMERS, EXCEPTIONS and/or MATERIAL BREACH. In the event of a conflict of terms, the terms and conditions of this Agreement shall take precedence over any conflicting terms in attachments.

6.1. Federal Notice of Award restrictions:

6.1.1. **Audit Requirements:** If 45 CFR 75 Subpart F applies, subrecipients receiving CDC funds under this Agreement must meet applicable audit requirements set forth in 45 CFR 75.

6.1.2. **Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS):** Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or

gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

**CDC, Office of Grants Services**  
 Louvern Asante, Specialist (GMS)  
 Centers for Disease Control and Prevention  
 Infectious Disease Services Branch  
 2920 Brandywine Road, M/S E-15  
 Atlanta, GA 30341  
 Telephone: 770-488-2835  
 Email: LHA5@cdc.gov

AND

U.S. Department of Health and Human Services  
 Office of the Inspector General  
 ATTN: Mandatory Grant Disclosures, Intake Coordinator  
 330 Independence Avenue, SW  
 Cohen Building, Room 5527  
 Washington, DC 20201  
 Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or  
 Email: MandatoryGranteeDisclosures@oig.hhs.gov

This mandatory disclosure requirement must be included in all subawards and contracts under this award. Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371.

Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

- 6.1.3. Publications: Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgement and disclaimer, as appropriate, for example:

This publication (journal article, etc.) was supported by the Grant or Cooperative Agreement Number, 6 NU52PS004703-05, funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services.

- 6.1.4. Disclaimer for Conference/Meeting/Seminar Materials: If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract, the following statement must be included on the conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference/meeting/seminar/training was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

*Remainder of Page Left Intentionally Blank. Signature Page Immediately Follows.*

IN WITNESS WHEREOF, the Parties by signing below indicate their agreement to this Agreement.

ON BEHALF OF COUNTY COMMISSIONER

OHIO DEPARTMENT OF HEALTH

  
[Signature, Blue Ink Please]

\_\_\_\_\_  
Amy Acton, MD, MPH, Director of Health

Shannon Jones, President  
[Print Name & Title]

\_\_\_\_\_  
Date

8/13/19  
Date

*Remainder of Page Left Intentionally Blank. Scope of Activities, Deliverables & Subsidy & General Terms and Conditions Immediately Follow this Page.*

APPROVED AS TO FORM



Adam M. Nice  
Asst. Prosecuting Attorney

## 7. SCOPE OF ACTIVITIES, DELIVERABLES &amp; SUBSIDY.

	Scope of Activities and/or Deliverables (Due Date and Subsidy only noted if Applicable or Required)	Due Date	Subsidy
	During the Agreement Period, County Commissioner and ODH agree that County Commissioner shall complete the following activities and ODH will disburse amounts as indicated:		
7.1.	<p>County Commissioner will support public health activities associated with reporting, investigation and case management of tuberculosis patients that completed treatment between 1/1/2018-12/31/2018.</p> <p>TB cases that completed treatment in 2018 should be entered in the Ohio Disease Reporting System (ODRS) by January 31, 2019 for consideration. Records for TB patients eligible for payment should be reviewed in ODRS for completeness and accuracy, and any supporting documentation should be attached to the ODRS record. Counties should create a list with the total number of eligible patients and corresponding ODRS numbers.</p> <p>The following criteria must be met and documented in ODRS to receive payment:</p> <ol style="list-style-type: none"> <li>1. Anti - TB drug regimen must meet American Thoracic Society (ATS) / Centers for Disease Control and Prevention (CDC) / Infectious Disease Society of America (IDSA) treatment guidelines and be appropriate for susceptibility pattern, severity of disease and underlying comorbidities;</li> <li>2. Directly observed therapy ("DOT") must be performed and documented according to dosing and intervals that are consistent with ATS/CDC/IDSA guidelines;</li> <li>3. Treatment completion dates and doses for the anti-TB drug regimen must be documented;</li> <li>4. HIV status should be documented as negative, positive or refused;</li> <li>5. For pulmonary TB cases, sputum specimens must be collected to document whether culture conversion occurred within 60 days of treatment initiation; and</li> <li>6. Cases that are transferred from another jurisdiction must receive 80% of their care in the county for that county to claim eligibility.</li> </ol>	12/31/2019	
7.2.	<p>County Commissioner shall submit an invoice related to the costs of the work related with this Agreement. Mandatory requirements on invoice:</p> <ol style="list-style-type: none"> <li>1. Time Period within work was performed (1/1/2018-12/31/2018);</li> <li>2. List of ODRS numbers for all eligible cases treated that met criteria;</li> <li>3. Total number of eligible cases treated; and</li> <li>4. Description of services provided (e.g. TB control staff salaries, travel, medical consultation, education).</li> </ol> <p>Invoice example is attached to the Agreement as Attachment B.</p>	12/31/2019	\$7,206 per TB case meeting treatment standards
<b>TOTAL AGREEMENT AMOUNT</b>			<b>Not to Exceed \$21,618</b>

Remainder of Page Left

Intentionally Blank. Terms & Conditions Immediately Follow this Page.

## 8. AGREEMENT TERMS AND CONDITIONS.

- 8.1. Mutual Promises & Covenants. In consideration of the mutual promises expressed in this Agreement and intending to be legally bound, Recipient agrees to perform, and ODH agrees to pay Recipient, in accordance with §7 and the terms of this Agreement.
- 8.2. Scope of Activities, Deliverables, and Subsidy. Recipient shall provide work, services, products and deliverables in the time and manner and for the Subsidy specified in §7 and any attachment specified or incorporated into this Agreement. In consideration, ODH agrees to pay the Subsidy as set forth in §7. If at any time during the term of this Agreement, ODH determines that Recipient is not using the funds allocated in accordance with the terms of this Agreement or if data, including reports, are not entered in a timely manner, ODH may withhold future payments.
- 8.2.1. Total Agreement Amount. The Total Agreement Amount, as indicated in §7, includes the cost for all services, travel, or any other expenses that Recipient may incur as a result of Recipient's performance of this Agreement. Recipient shall not submit claims for expenses.
- 8.2.2. The Office of County Commissioner shall monitor the work under this Agreement.
- 8.2.3. The Office of County Commissioner waives the interest provisions of O.R.C. 126.30.
- 8.2.4. Subject to the provisions of O.R.C. 126.07 and O.R.C. 131.33, which shall at all times govern this Agreement, ODH represents that it intends to maintain this Agreement for the full Agreement Period set forth in this Agreement and has no reason to believe that it will not have sufficient funds to enable it to make all payments due. ODH further represents that it will use best efforts to obtain the appropriation of any necessary funds during the Agreement Period.
- 8.2.5. Funds Availability. Recipient understands and agrees that this Agreement is contingent upon the availability of lawful appropriations by the Ohio General Assembly and/or if applicable another Agreement Funding Source. The Funding Source will subsidize multiple Recipients under this program. Invoices will be paid out on a first-come-first-served basis. If the Funding Source is depleted or the Ohio General Assembly discontinues funding ODH for the activity specified in this Agreement, this Agreement is terminated as of the date funding expires without further obligation of ODH, State of Ohio, or any other Agreement Funding Source. If ODH has knowledge of insufficient funds to make future payments under this Agreement, ODH will notify Recipient.
- 8.2.6. ODH will not pay the Subsidy to Recipient for any work performed prior to receipt of written notification from the ODH Agreement Manager that the requirements of O.R.C. 126.07 and, if applicable, O.R.C. 127.16 have been met. ODH will not pay the Subsidy to Recipient for any work performed after the Agreement Ending Date, as applicable.
- 8.2.7. Invoices. Recipient shall invoice ODH in accordance with §7 for work or services Recipient provides. An itemized statement listing the services provided, the dates services were provided, and the amount of payment due shall accompany the invoice. Invoices shall be sent to ODH, ATTN: Accounts Payable, P.O. Box 118, Columbus, Ohio 43216-0118. ODH will make payment to Recipient within thirty (30) days of receipt of a valid invoice for the amount of payment due pursuant to Ohio Administrative Code 126-3-01. ODH shall return any invalid or incomplete invoice to Recipient within fifteen (15) days after ODH receives the invoice. An explanation will accompany the invoice that states the reason for return and any information needed to correct the invoice. Final invoices for services provided under this Agreement shall be submitted by Recipient no later than thirty (30) days after the end of the Agreement Period.
- 8.2.7.1. Electronic Commerce Program. The State of Ohio is an active participant in the E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the Recipient by reducing time delays in receiving invoices and making payments that are associated with the existing manual processes. The Recipient is encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with the State of Ohio. Information regarding E-Commerce is available on the Office of Budget and Management's website at [www.supplier.obm.ohio.gov](http://www.supplier.obm.ohio.gov).
- 8.2.8. Recipient shall furnish its own support staff and services as necessary for the satisfactory performance of this Agreement. Unless otherwise specified in this Agreement, ODH will not provide any staff, services, or material to Recipient for the purpose of assisting Recipient's performance.
- 8.2.9. ODH may, from time to time as it deems appropriate, communicate specific instructions and requests to Recipient concerning the performance of the work described in this Agreement. Upon such notice and within ten (10) days after receipt of instructions, Recipient shall comply with such instructions and fulfill such requests to the satisfaction of ODH. It is expressly understood by the Parties that these instructions



and requests are for the sole purpose of ensuring satisfactory completion of the work described in this Agreement and are not intended to amend or alter this Agreement or any part thereof. The Agreement Manager will communicate all such instructions and requests to Recipient.

8.2.10. If the Agreement Funding Source identified in §4.1. of this Agreement is one of the following listed funding sources, Recipient certifies that Recipient does not perform nontherapeutic abortions; promote nontherapeutic abortions; contract with any entity that performs or promotes nontherapeutic abortions; is or will become affiliated with any entity that performs or promotes nontherapeutic abortions as defined in O.R.C. §9.04:

- 8.2.10.1. Violence Against Women Act;
- 8.2.10.2. Breast and Cervical Cancer Mortality Prevention Act;
- 8.2.10.3. Infertility prevention project;
- 8.2.10.4. Minority HIV/AIDS initiative; and/or
- 8.2.10.5. State of Ohio funds, including infant mortality reduction or infant vitality initiatives.

Any failure by Recipient to comply with this section shall be treated as a material breach of this Agreement.

8.3. Agreement Period; Extension. This Agreement shall be effective on the Agreement Beginning Date and shall remain in effect until the Agreement Ending Date. Upon written mutual consent of both parties, this Agreement may be renewed or extended past the Agreement Ending Date, subject to the same terms and conditions of this Agreement and subject to any federal and state directives, regulations, laws, Request for Quote or Request for Proposals relating to the subject matter of this Agreement.

8.4. Suspension and Termination. ODH may suspend or terminate this Agreement for any reason thirty (30) days after delivery of written notice to Recipient. ODH may suspend or terminate this Agreement immediately after delivery of written notice to Recipient if ODH (i) discovers any illegal conduct on the part of Recipient; (ii) discovers any violation of this Agreement regarding Conflict of Interest and Ethics Laws; (iii) discovers any violation regarding a Drug Free Workplace; (iv) discovers any violation of the funding restriction specified in §8.2.10; (v) is subject to a loss of funding as specified in §8.2.5; (vi) discovers that Recipient or any of its subcontractors has performed any services under this Agreement in violation of §8.12 regarding Prohibition of the Expenditure of Public Funds for Offshore Services; or (vii) discovers or is notified that a petition in bankruptcy or similar proceeding has been filed by or against Recipient. If at any time during the Agreement Period a bankruptcy or similar proceeding has been filed by or against Recipient, Recipient shall immediately notify ODH of the filing.

8.4.1. Recipient to Cease Work and Other Agreement Activities. Recipient, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate any subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODH may require. Any unused subsidies must be returned to ODH upon termination.

8.4.2. Determining Subsidy after Agreement Suspension or Termination. In the event of suspension or termination under this Agreement, with the exception of termination for violation of §8.2.10 and §8.12, Recipient shall be entitled to the Subsidy, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which shall be calculated by ODH based on the Subsidy set forth in §7 and §8.2, less any funds previously paid by or on behalf of ODH. ODH shall not be liable for any further claims, and the claims submitted by Recipient shall not exceed the total amount of Subsidy allowed by this Agreement.

8.5. Breach or Default.

8.5.1. Material Breach. Upon a Material Breach of the Agreement, as designated in §8.2.10 and §8.12, ODH may unilaterally terminate this Agreement without payment of the Subsidy to Recipient as a material breach is understood by the Parties to be so significant that it has destroyed the value of the Agreement and, due to the nature of the services that Recipient offers the State of Ohio, a Material Breach would undermine the sole purpose of the Agreement.

8.5.2. Upon breach or default by Recipient of any of the provisions, obligations or duties provided for in this Agreement, ODH may exercise all 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 ODH retains the right to exercise all remedies provided for in this Agreement.

- 8.5.3. If ODH or Recipient fail to perform an obligation or obligations under this Agreement and thereafter such failure is waived by the other party; such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by ODH shall not be effective unless it is in writing and signed by the Director of Health or his or her designee, except that Agreement Manager may agree in writing to non-substantial changes to §7, such as changes in form, format, deadlines, or other minimal changes that do not diminish the value of the specified work or deliverable.
- 8.6. Independent Contractor. It is fully understood and agreed that Recipient is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Health (for purposes of O.R.C. Chapter 145) solely on the basis of this Agreement. No agency, employment, joint venture or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement. Inasmuch as ODH is interested in Recipient's services, ODH does not control the manner in which Recipient performs this Agreement. ODH is not liable for the workers' compensation or unemployment compensation payments required by O.R.C. Chapters 4123 and 4141, respectively. In addition, Recipient assumes responsibility for tax liabilities that result from the subsidy paid to Recipient by ODH. ODH will report any payment made under this Agreement to the Internal Revenue Service on Form 1099. Additionally, no provision contained in this Agreement shall be construed as entitling Recipient to participate in hospital plans, medical plans, sick leave benefits, vacation, and other benefits available to employees of ODH or to become a member of the Public Employees Retirement System (O.R.C. Chapter 145).
- 8.7. Conflict of Interest and Ethics Laws.
- 8.7.1. Neither Recipient nor any officer, member or employee of Recipient shall, prior to the completion of such work and payment for such work, acquire any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of such work.
- 8.7.2. Recipient hereby covenants that neither Recipient, nor any officer, member, or employee of Recipient, have any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this Agreement.
- 8.7.3. Recipient shall not promise or give to any ODH employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. Recipient shall not solicit an ODH employee to violate any ODH rule or policy relating to the conduct of contracting Parties or to violate O.R.C. 102.03 to 102.04 or O.R.C. 2921.42.
- 8.7.4. Recipient hereby covenants that Recipient and any officer, member or employee of Recipient are in compliance with O.R.C. 102.04 and that if Recipient is required to file a statement pursuant to O.R.C. 102.04(D)(2), such statement has been filed with the ODH General Counsel in addition to any other required filings.
- 8.7.5. Recipient hereby certifies compliance with the executive agency lobbying requirements of O.R.C. 121.60 to 121.69.
- 8.7.6. Recipient hereby certifies and affirms that, as applicable to Recipient, no party listed in Division (I) or (J) of O.R.C. 3517.13 or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of \$1,000.00 (One Thousand Dollars) to the Governor or to his campaign committees. If it is determined that Recipient's certification of this requirement is false or misleading, notwithstanding any criminal or civil liabilities imposed by law, Recipient shall return to ODH all monies paid to Recipient under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- 8.8. Nondiscrimination and Equal Employment Opportunity.
- 8.8.1. In carrying out this Agreement, Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin or ancestry. Recipient shall comply with all applicable State of Ohio and Federal laws relating to nondiscrimination and equal employment opportunity as those laws may be amended from time to time, including but not limited to the following:
- 8.8.1.1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
- 8.8.1.2. Title VII of the Civil Rights Act of 1991 (P.L. 102-166) which prohibits discrimination on the basis of race, color or religion, national origin and sexual orientation in employment;

- 8.8.1.3. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency ("LEP"), which requires reasonable steps to ensure that LEP persons have meaningful access to programs (see [www.lep.gov](http://www.lep.gov)), and Health and Human Services ("HHS") implementing regulations at 45 CFR part 80;
  - 8.8.1.4. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, and HHS implementing regulations at 45 CFR part 86;
  - 8.8.1.5. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps in the provision of benefits or services as well as employment, and the HHS implementing regulations are codified at 45 CFR parts 84 and 85;
  - 8.8.1.6. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age and the HHS implementing regulations codified at 45 CFR part 91;
  - 8.8.1.7. Intentionally omitted; and
  - 8.8.1.8. Prohibitions against retaliation against individuals for taking action or participating in an action to secure rights provided in State and Federal laws relating to nondiscrimination.
- 8.9. "Sweatshop Free" Certification. Recipient hereby certifies that all facilities used for the production of supplies or performance of services offered in this Agreement is in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by Recipient in furnishing the supplies or services pursuant to this Agreement. If it is determined that Recipient's certification of this requirement is false or misleading, then Recipient understands that it shall be grounds for the termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- 8.10. Records, Documents and Information. All records, documents, writings or other information produced or used by Recipient in the performance of this Agreement shall be treated according to the following terms:
- 8.10.1. All ODH information which, under the laws of the State of Ohio, is classified as public or private will be treated as such by Recipient. Where there is a question as to whether information is public or private, ODH shall make the final determination. Recipient shall not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Recipient agrees to be bound by the same standards of confidentiality that apply to the employees of ODH and the State of Ohio. If at any time during the Agreement period a proceeding has been filed by or against Recipient which would compel disclosure of private information under this Agreement, Recipient shall immediately notify ODH of the filing. The terms of this section shall be included in any subcontracts executed by Recipient for work under this Agreement.
  - 8.10.2. All proprietary information of Recipient shall be held to be strictly confidential by ODH in accordance with Section 149.43 of the Ohio Revised Code. Proprietary information is information which, if made public, would put Recipient at a disadvantage in the market place and trade of which Recipient is a part. Recipient is responsible for notifying ODH of the nature of the information prior to its release to ODH. ODH reserves the right to require reasonable evidence of Recipient's assertion of the proprietary nature of any information to be provided.
  - 8.10.3. All records relating to costs, work performed and supporting documentation for invoices submitted to ODH by Recipient shall be retained and made available by Recipient for audit by the State of Ohio (including, but not limited to, ODH, the Auditor of the State of Ohio, the Ohio Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of three years after payment for work performed under this Agreement. If an audit, litigation, or other action is initiated during this time period, Recipient shall retain such records until the action is concluded and all issues resolved or the three years end, whichever is later.
- 8.11. Disclosure of Personal Health Information. Recipient hereby agrees that the information provided or made available by ODH shall not be used or disclosed other than as permitted or required by this Agreement or as required by law. Recipient will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this Agreement. Recipient shall comply with 45 C.F.R.164.504(e)(2)(ii) and the Federal Information Security Management Act (P.L. 107-347) ("FISMA" as applicable to CDC grants). Recipient shall immediately report to ODH any discovery of use or disclosure of information not provided for or allowed by the Agreement. Recipient hereby agrees that anytime information is provided or made available to any subcontractor or agent, Recipient must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of

information as contained in this Agreement. Recipient must obtain ODH approval prior to entering into such agreements. Further, Recipient agrees to make available and provide right of access to an individual of their protected health information when that protected health information is obtained in the performance of Recipient's obligations under this Agreement.

- 8.12. Prohibition of the Expenditure of Public Funds for Offshore Services. No State of Ohio Cabinet, Agency, Board or Commission will enter into any contract to acquire for services provided outside the United States or that allows State of Ohio data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States. Notwithstanding any other terms of this Agreement, ODH reserves the right to recover any funds paid for services the Recipient performs outside of the United States for which it did not receive a waiver. The Recipient must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Recipient understands and will meet the requirements of the above prohibition. The Affirmation and Disclosure Form is attached hereto as Attachment A. During the performance of this Agreement, the Recipient must not change the location(s) disclosed on the Affirmation and Disclosure Form, unless a duly signed waiver has been attained to perform the services outside the United States. Recipient agrees to immediately notify ODH of any change or shift in the location(s) of services performed by Recipient or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that is outside of the United States.
- 8.12.1. Termination, Sanction, Damages. If Recipient or any of its subcontractors perform services under this Agreement outside of the United States or State of Ohio data is sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside the United States, the performance of such services shall be treated as a material breach of the Agreement. ODH is not obligated to pay and shall not pay for such services. If Recipient or any of its subcontractors perform any such services, Recipient shall immediately return to ODH all funds paid for those services. ODH may also recover from Recipient all costs associated with any corrective action ODH may undertake, including but not limited to an audit or a risk analysis, as a result of Recipient performing services outside the United States.
- 8.12.2. ODH may, at any time after the breach, terminate the Agreement, upon written notice to Recipient. ODH may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.
- 8.12.3. If ODH determines that actual and direct damages are uncertain or difficult to ascertain, ODH in its sole discretion may recover a payment of liquidated damages in the amount of 1% of the value of the Agreement.
- 8.12.4. ODH, in its sole discretion, may provide written notice to Recipient of a breach and permit Recipient to cure the breach. Such cure period shall be no longer than fourteen (14) calendar days. During the cure period, ODH may buy substitute services from a third party and recover from Recipient any costs associated with acquiring those substitute services.
- 8.12.5. Notwithstanding ODH permitting a period of time to cure the breach or Recipient's cure of the breach, ODH does not waive any of its rights and remedies provided ODH in this Agreement, including but not limited to recovery of funds paid for services Recipient performed outside of the United States, costs associated with corrective action, or liquidated damages.
- 8.13. Assignment. Recipient will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of ODH. Any assignment or delegation not consented to may be deemed void by the ODH.
- 8.14. Drug Free Workplace. Recipient shall comply with all applicable state and federal rules, regulations and statutes pertaining to a drug free workplace. Recipient shall make a good faith effort to ensure that all employees of Recipient do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.
- 8.15. Security & Safety Rules. When using or possessing ODH data or accessing State of Ohio networks and systems, the Contractor, its employees, subcontractors and agents must comply with all applicable state rules, policies, and regulations regarding state-provided IT resources, data security and integrity. When on any property owned or controlled by the State of Ohio, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.
- 8.16. Trafficking Victims Act. In carrying out this Agreement, Recipient, its employees, subcontractors and their employees shall comply with Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104); and is now located at 2 CFR Part 175 during the term of this Agreement. Recipient must include this provision in its contracts and subcontracts under this Agreement. Recipient must inform ODH immediately of any information regarding violation of the foregoing. Recipient understands that its failure to comply with this provision

may subject ODH to loss of federal funds. Recipient agrees to compensate ODH for any such funds lost due to its failure to comply with this condition, or the failure of its subcontractors to comply with this condition.

8.17. Compliance.

8.17.1. Recipient affirmatively represents and warrants to ODH that it is not subject to a finding for recovery under O.R.C. 9.24 or that it has taken the appropriate remedial steps required under O.R.C. 9.24 or otherwise qualifies under that section. Recipient further affirmatively represents and warrants to ODH that it is not debarred or suspended from entering into state of Ohio contracts pursuant to O.R.C. 125.25 and is not subject to exclusion, disqualification or ineligibility as defined in 2 C.F.R. 180.110. Recipient agrees that if this representation and warranty is deemed false, the Agreement will be void *ab initio* as between the Parties to this Agreement, and any funds paid by ODH hereunder shall be immediately repaid to ODH, or an action for recovery may be immediately commenced by ODH for the recovery of said funds.

8.17.2. Recipient certifies that Recipient is not federally debarred from participating in government contracts funded by federal money as described in 2 C.F.R. 180.220. If at any time during the contractual period Recipient is federally debarred from participating in government contracts funded by federal money, for whatever reason, Recipient shall immediately notify ODH of the debarment.

8.17.3. Recipient certifies that all approvals, licenses, registrations or other qualifications necessary to conduct business where the services are performed have been obtained and are operative. If at any time during the contractual period Recipient becomes disqualified from conducting business in Ohio, for whatever reason, Recipient shall immediately notify ODH of the disqualification.

8.17.4. Recipient certifies that it is in compliance and will remain in compliance throughout the duration of this Agreement with all other applicable federal and state laws, regulations, rules and Executive Orders and will require the same certification from its subgrantees or subcontractors.

8.18. Limitation of Liability. Both Parties agree to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Agreement, and nothing in this Agreement shall be interpreted or construed to place any responsibility for professional acts or omissions onto ODH. ODH's liability for damages, whether in contract or in tort, shall not exceed the amount of direct damages incurred by Recipient, and is the Recipient's sole and exclusive remedy for ODH's failure to perform its obligations under this Agreement. In no event shall ODH be liable for any indirect or consequential damages, including loss of profit, even if ODH knew or should have known of the possibility of such damages. Neither Party is responsible to the other Party for nonperformance or delay in performance of the terms of this Agreement due to acts of God; wars, riots, strikes, or other causes beyond the control of the Parties.

8.19. Insurance. Recipient will provide, at its own expense, Workers' Compensation insurance, as required by Ohio law or the laws of any other state where work under this Agreement will be performed. Recipient may be required to show proof of insurance upon request by ODH. Recipient also will provide for its employees performing work under this Agreement employer's liability insurance, and personal injury, bodily injury, and property damage liability insurance, including automobile coverage with personal injury and bodily injury coverage in the amount of at least \$100,000.00 per person, \$300,000.00 per occurrence. In lieu of providing the policies of insurance in the amounts specified in this section, Recipient instead may elect to self-insure such risk in accordance with the laws of this state, based upon a good-faith analysis of the potential liability as it relates to the work to be performed under this Agreement, provided that Recipient is one of the following:

8.19.1. A "state institution of higher education" as defined in O.R.C. 3345.12(A)(1), a community college established under O.R.C. Chapter 3354, a state community college established under O.R.C. Chapter 3358, a university branch established under O.R.C. Chapter 3355, or technical college established under O.R.C. Chapter 3357;

8.19.2. A "state agency", which means a department, bureau, board, commission, office, agency, institution or other organized body or instrumentality established by the constitution and laws of the state of Ohio for the exercise of any function of state government; or

8.19.3. A "political subdivision" of this state, which means a municipal corporation, township, county, school district, or other body corporate and politic responsible for governmental activities only in geographical areas smaller than that of the state.

8.20. Rights in Deliverables, Data and Copyrights. Any intellectual property or copyrightable materials produced specifically for and as a deliverable under the terms of this Agreement, including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media, shall become the property of ODH, which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. This section does not apply to any preexisting materials owned by Recipient. Recipient shall not obtain copyright, patent, or other proprietary protection for the Work or Deliverables under this Agreement. ODH

grants Recipient an unlimited license to use work and materials produced by Recipient under this Agreement, including the right to publish the results of any work performed under this Agreement. In the event that the Agreement Funding Source is federal funding, in whole or in part, such license is subject to the royalty-free, non-exclusive and irrevocable license to such material retained by the United States government. Further, the work must state: "This publication was made possible by Grant or Cooperative Agreement Number funded by Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of Centers for Disease Control and Prevention or the Ohio Department of Health." Recipient shall not include in any Deliverable or Work any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter.

- 8.21. Attachments. Attachments and documents referenced in this Agreement are made a part hereof, and are incorporated as terms and conditions of this Agreement. In the event of a conflict of terms, the terms and conditions of this Agreement shall take precedence over any conflicting terms.
- 8.22. Construction. This Agreement is governed, construed and enforced in accordance with the laws of the State of Ohio. Further, the Ohio courts shall have jurisdiction over the subject matter and the Parties hereto in connection with disputes concerning validity and enforcement of this Agreement. In the event that any terms of this Agreement or applicable statutes conflict, then statutes and regulations take precedence.
- 8.23. Severability. If any portion of this Agreement is found to be unenforceable by operation of statute or by administrative or judicial decision, the enforceability of the balance of this Agreement shall not be affected thereby, provided that the absence of the unenforceable provision does not render impossible the performance of the remainder of this Agreement.
- 8.24. Amendments. This writing constitutes the entire agreement between the Parties with respect to all matters herein. This Agreement may be amended only by a writing signed by both Parties. However, it is agreed by the Parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. Any written amendments to this Agreement shall be prospective in nature. When a new or different term or condition is added, additional consideration is not necessary to bind the Parties.
- 8.25. Headings. The headings in this Contract are for convenience only and will not affect the interpretation of any of the Agreement terms and conditions.
- 8.26. Survival. All sections herein relating to payment, confidentiality, liability, record retention, audit, conflicts of interest and ethics, publicity, warranties and limitations on damages shall survive the termination of this Agreement.
- 8.27. Notices.
- 8.27.1. Form of Notice. All notices, requests, claims, demands and other communications between the Parties shall be in writing.
- 8.27.2. Method of Notice. All notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, or (iv) by electronic mail to the address of the Party specified in this Agreement as "ODH Agreement Manager" or "Recipient's Authorized Representative" or such other address as either Party may specify in writing. The Parties acknowledge that change in authorized representatives and their addresses are not substantive and a change shall be recognized with proper Notice.
- 8.27.3. Receipt of Notice. All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.

*Remainder of Page Left Intentionally Blank. Attachment(s) Immediately Follow.*

ATTACHMENT A

AFFIRMATION AND DISCLOSURE FORM

By the signature affixed hereto, the Contractor affirms and understands that if awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States, nor allow State data to be sent, taken, accessed, tested, maintained, backed-up, stored or made available remotely (located) outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

3. Location where state data will be located, by Contractor:

\_\_\_\_\_  
(Address) (Address, City, State, Zip)

Names/Location(s) where state data will be located by subcontractor(s):

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been obtained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: \_\_\_\_\_  
Contractor

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





# Resolution

19-1059  
Number \_\_\_\_\_

August 13, 2019  
Adopted Date \_\_\_\_\_

## ISSUE REQUEST FOR PROPOSALS FOR SERVERS, SOFTWARE, NETWORK HARDWARE, INSTALLATION, CONFIGURATION, ON-GOING IT MAINTENANCE AND SUPPORT FOR BOARD OF ELECTIONS

WHEREAS, the Office of the Ohio Secretary of State has issued Security Directive 2019-08 to all county boards of elections to protect election systems as a critical infrastructure, and the Warren County Board of Elections shall comply with said directive by developing its own independent secure network system to combat potential security threats; and

WHEREAS, this Board of Commissioners (the "Board") of Warren County, Ohio (the "County") recognizes the need to procure new secure servers, software, network hardware, in addition to services for installation, configuration, ongoing maintenance and support for the Warren County Board of Elections; and

NOW THEREFORE BE IT RESOLVED, to issue a public notice of request for proposals on behalf of the Board of Elections for products and services to comply with Security Directive 2019-08; and

BE IT FURTHER RESOLVED, to appoint the following individuals to join other interested Board of Elections' board members and staff in forming an evaluation committee to evaluate and rank the proposals and make recommendations to this Board: Ben Clift, Brian Sleeth, and Warren County Auditor Matt Nolan

Mr. Grossmann moved for adoption of the foregoing resolution, being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones - yea  
Mr. Young - yea  
Mr. Grossmann - yea

Resolution adopted this 13th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Board of Elections (file)  
Auditor / IT Dept.  
Kiana Hawk