

Resolution

Number 20-0820

Adopted Date June 16, 2020

APPROVE PROMOTION OF ASHLEIGH BLAIR FROM THE CASE AIDE POSITION TO ALTERNATIVE RESPONSE CASEWORKER I POSITION WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Ms. Blair meets the minimum requirements with an associate's degree pursuant to OAC 5105: 2-33-55 and is currently on track to receive a bachelor's degree in December 2020 meeting the requirements pursuant to OAC 5105: 2-33-55; and

WHEREAS, the Director of Children Services and several supervisors have interviewed Ms. Blair and recommend her for said position due to her length of time with the agency and high quality of work; and

NOW THEREFORE BE IT RESOLVED, to promote Ashleigh Blair to the position of Protective Services Caseworker I, non-exempt, pay range #6 \$16.79 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning July 4, 2020; and

BE IT FURTHER RESOLVED, if Ms. Blair withdraws from college at any point prior to obtaining her bachelor's degree and/or does not obtain her bachelor's degree within five years of her promotion, Ms. Blair will no longer meet the requirements of an Protective Services Caseworker and will have the ability to moved to any vacant position provided she meets the minimum requirements of the vacancy, otherwise the department will pursue separation.

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
A. Blair's Personnel file
OMB – Sue Spencer

Resolution

Number 20-0821

Adopted Date June 16, 2020

APPROVE LATERAL TRANSFER OF BRENDA GAIL EVERETT FROM THE POSITION OF ALTERNATIVE RESPONSE CASEWORKER II TO SCREENER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has requested the lateral transfer of Ms. Everett to said position; and

NOW THEREFORE BE IT RESOLVED, to approve the lateral transfer of Brenda Gail Everett from the position of Alternative Response Caseworker II to Screener II within the Warren County Department of Job and Family Services, Children Services Division effective June 22, 2020.

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
B. Everett's Personnel file
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-0822

Adopted Date June 16, 2020

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF PHYLLIS DAVIDSON,
CUSTODIAL FOREMAN, WITHIN THE WARREN COUNTY FACILITIES
MANAGEMENT DEPARTMENT EFFECTIVE JUNE 30, 2020

BE IT RESOLVED, to accept the resignation, due to retirement, of Phyllis Davidson, Custodial
Foreman, within the Warren County Facilities Management Department effective June 30, 2020.

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
P. Davidson's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 20-0823

Adopted Date June 16, 2020

AUTHORIZE THE INTERNAL POSTING FOR "CUSTODIAL FOREMAN" POSITION, WITHIN THE FACILITIES MANAGEMENT DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for "Custodial Foreman" position within the Facilities Management Department; and

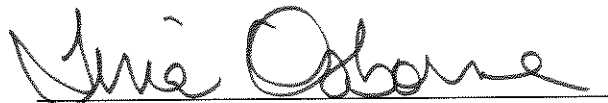
NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Custodial Foreman" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning June 12, 2020.

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR

cc: Facilities Management (file)
OMB Sue Spencer

Resolution

Number 20-0824

Adopted Date June 16, 2020

AUTHORIZE THE POSTING FOR "CUSTODIAL WORKER I" POSITION, WITHIN THE FACILITIES MANAGEMENT DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for "Custodial Worker I" position within the Facilities Management Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Custodial Worker I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning June 12, 2020.

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR

cc: Facilities Management (file)
OMB Sue Spencer

Resolution

Number 20-0825

Adopted Date June 16, 2020

AUTHORIZE THE POSTING OF THE "ALTERNATIVE RESPONSE CASEWORKER I OR II" POSITION, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, IN ACCORDANCE WITH THE WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for an "Alternative Response Caseworker I or II" position within the Department of Job and Family Services, Children Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Alternative Response Caseworker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning June 12, 2020.

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (File)
S. Spencer - OMB

Resolution

Number 20-0826

Adopted Date June 16, 2020

AUTHORIZE THE POSTING OF THE "ELIGIBILITY REFERRAL SPECIALIST I" POSITION, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for the "Eligibility Referral Specialist I" position within the Department of Job and Family Services, Human Services Division; and

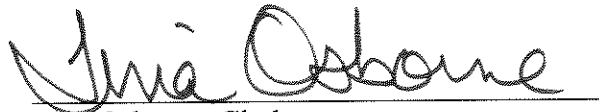
NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Eligibility Referral Specialist II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning June 16, 2020.

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Human Services (file)
OMB-Sue Spencer

Resolution

Number 20-0827

Adopted Date June 16, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR AUTUMN COOK WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Autumn Cook, Investigative Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective June 9, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Autumn Cook's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$19.04 per hour effective pay period beginning June 20, 2020.

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
A. Cook's Personnel File
OMB – Sue Spencer

Resolution

Number 20-0828

Adopted Date June 16, 2020

HIRE WILLIAM BRENNAN AS WATER TREATMENT PLANT TECHNICIAN, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire William Brennan , as a Water Treatment Plant Technician within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), non standard work week, Pay Range #13, \$15.41 per hour, effective July 13, 2020, subject to a negative drug screen, and a 365-day probationary period; and

BE IT FURTHER RESOLVED, Mr. Brennan is required to obtain a Class I Water Supply Works Operator's License within eighteen (18) months of his start date to maintain employment.

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: W. Brennan's Personnel file
Water/Sewer (file)
OMB – Sue Spencer
Theresa Reier

Resolution

Number 20-0829

Adopted Date June 16, 2020

HIRE JACKSON MCDONALD AS WATER TREATMENT PLANT TECHNICIAN, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Jackson McDonald , as a Water Treatment Plant Technician within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), non standard work week, Pay Range #13, \$15.41 per hour, effective July 7, 2020, subject to a negative drug screen, and a 365-day probationary period; and

BE IT FURTHER RESOLVED, Mr. McDonald is required to obtain a Class I Water Supply Works Operator's License within eighteen (18) months of his start date to maintain employment.

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: J. McDonald's Personnel file
Water/Sewer (file)
OMB – Sue Spencer
Theresa Reier

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

Resolution

Number 20-0830

Adopted Date June 16, 2020

HIRE RANDY MARCUM AS WATER TREATMENT PLANT TECHNICIAN, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Randy Marcum , as a Water Treatment Plant Technician within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), non standard work week, Pay Range #13, \$15.41 per hour, effective July 7, 2020, subject to a negative drug screen, and a 365-day probationary period; and

BE IT FURTHER RESOLVED, Mr. Marcum is required to obtain a Class I Water Supply Works Operator's License within eighteen (18) months of his start date to maintain employment.

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: R. Marcum's Personnel file
Water/Sewer (file)
OMB – Sue Spencer
Theresa Reier

Resolution

Number 20-0831

Adopted Date June 16, 2020

APPROVE THE DESTRUCTION OF VARIOUS 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;

- 3 Streamlight Strion LED flashlights Serial #1704390511, 7677440118, 1757810611 - broken
- Palmscale hand held scale WC #19987, no longer works
- Olympus digital voice recorder WC #19038 no longer works
- 2 Safariland right handed holsters, broken latches
- 1 Fujifilm camera Serial #3UB48173, 1 Cannon camera Serial #3226215260, 1 Fujifilm Finepix camera Serial #4WA30188 – no longer work
- 1 Nikon D90 camera Serial #8498155, Nikon DX Lens Serial #42249222, Nikon Speedlight SB-910 Serial #2483300 – no longer works
- 4 SD-5 PBT Intoxilyzers WC #21968, no ID numbers for the other 3 – no longer display results
- 7 SD-2 PBT Intoxilyzers WC #13985, WC #15045, WC #16521, WC #13967, WC #15021, WC #13987, WC #15048 – no longer display results
- 1 Large Flashlight Serial #153882 – no longer works

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Sheriff (file)
B. Quillen – Auditor's Office

Resolution

Number 20-0832

Adopted Date June 16, 2020

AUTHORIZE PUBLIC ADVERTISEMENT OF A REQUEST FOR PROPOSALS FOR THE BODY SCANNER INSPECTION SYSTEM FOR THE WARREN COUNTY JAIL.

WHEREAS, a Request for Proposals (RFP) was issued for a Body Scanner Inspection System for the Warren County Jail and said RFP was not properly advertised; and

WHEREAS, it is necessary to extend the RFP deadline in order to properly advertise; and

NOW THEREFORE BE IT RESOLVED, authorize the Public Advertisement of a Request for Proposals and establish the new deadline of July 15, 2020 @ 12:00 p.m. for submission of the Proposals for the aforementioned Body Scanner Inspection System.

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH/

cc: Facilities Management (file)
Bid file

Resolution

Number 20-0833

Adopted Date June 16, 2020

APPOINT CHIEF DEPUTY BARRY RILEY, MAJOR BRETT RICHARDSON, AND TREVOR HEARN, DIRECTOR OF FACILITIES MANAGEMENT TO A REVIEW COMMITTEE TO EVALUATE THE PROPOSALS FOR THE BODY SCANNER INSPECTION SYSTEM FOR THE WARREN COUNTY JAIL.

WHEREAS, Warren County has solicited Proposals for a Body Scanner Inspection System for the Warren County Jail; and

WHEREAS, a selection committee must be appointed to review and evaluate the Proposals; and

WHEREAS, the selection committee, after reviewing and evaluating the Proposals, will recommend to the Board of County Commissioners the Proposal that is most advantageous to the County; and

NOW THEREFORE BE IT RESOLVED, to appoint Chief Deputy Barry Riley, Major Brett Richardson, and Trevor Hearn, Director of Facilities Management to a committee to review and evaluate the Proposals for the aforementioned Body Scanner Inspection System.

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
Sheriff (file)
Bid file

Resolution

Number 20-0834

Adopted Date June 16, 2020

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS TO ACCEPT AND SIGN THE WARREN COUNTY TRANSIT SERVICE SAFETY PLAN

WHEREAS, Ohio Department of Transportation requires that each transit system receiving State or Federal Transit Administration funds to adopt a public transportation safety plan; and


NOW THEREFORE IT RESOLVED, to approve and authorize the president of the Board of County Commissioners to accept and sign the Warren County Transit Service Safety Plan; 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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

sm/

cc: Transit (file)
Policy file
ODOT

PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

Warren County Transit Service

Warren County, Ohio



Drafted and Certified by Ohio Department of
Transportation Office of Transit *(June 2020)*

Ohio Department of Transportation (ODOT) Responsibility

According to 49 C.F.R. Part 673, the state is responsible for drafting and certifying the small public transportation providers. Small transportation providers are defined as recipients or subrecipients of Federal financial assistance under 49 U.S.C. 5307 that have one hundred (100) or fewer vehicles in peak revenue service and do not operate a rail fixed guideway public transportation system. Paratransit service provided by the recipient or subrecipient is subject to Part 673.

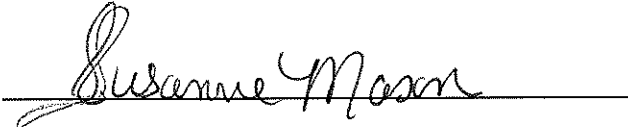
The Office of Transit administers funds for the Rural Transit Grant Program (FTA Section 5311), the Rural Transportation Assistance Program (FTA Section 5311 (b)(3)), the Rural Intercity Bus Program Section 5311 (f), the Enhanced Mobility of Seniors and Individuals with Disabilities Program (FTA Section 5310) the Rail Fixed Guideway State Safety Oversight Program (FTA Section 5329), the Bus and Bus Facilities Program (FTA Section 5339), the Rural Technical Assistance Program (RTAP), the Ohio Elderly and Disabled Transit Fare Assistance Program, the Ohio Coordination Program, the Ohio Technical Assistance Program (OTAP), the Ohio Transit Partnership Program, and the Metropolitan & Statewide Planning and Non-Metropolitan Transportation Planning Program (FTA Section 5303/5304/5305) . ODOT is not an administering agency for Ohio Urban Transportation Grant Program (FTA Section 5307) funds. Urban transportation providers are direct recipients of 5307 funding.

Version Tracking Log

According to 49 C.F.R. Part 673.11 (5), each transit agency must establish an annual review and update of the Public Transportation Agency Safety Plan. ODOT is drafting and certifying the plan and coordinates with the transit agency to review and update the plan annual.

Version	Date Issued	Section/Pages Affected	Purpose for Change
1.0	06/10/2020	N/A	Original Document


Signature Page



Susanne Mason, Director, Warren County Transit

6-11-20

Date of Signature



David Young, President, Board of County Commissioners, Warren County Transit

6/16/2020

Date of Approval

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Definitions of Special Terms Used in the Safety Plan

Term	Definition
Accident	An event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.
Accountable Executive	Single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.
Chief Safety Officer	An adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.
Consequence	Potential outcome(s) of the hazard
Event	Any accident, incident, or occurrence
Fatality	A death or suicide confirmed within 30 days of a reported event. Does not include deaths in or on transit property
Hazard	Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
Hazard Identification	Formal activities to identify hazards during operations related to provision of services
Incident	An event that involves any of the following: A personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.
Investigation	The process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.
Performance measure	An expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Warren County Transit Service Safety Plan

Performance target	A quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).
Occurrence	An event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.
Safety Assurance	Processes within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.
Safety Management Policy	Transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.
Safety Management System (SMS)	Formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.
Safety Performance target	Performance Target related to safety management activities
Safety Promotion	Combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
Safety Risk Assessment	Formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.
Safety Risk Management	Process within a transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.
Safety Risk Probability	The likelihood that the consequence might occur, considering the worst foreseeable-but credible-condition
Safety Risk Severity	The anticipated effects of a consequence, should it materialize, taking as reference the worst foreseeable- but credible-condition
Safety Assurance	Processes within a transit agency's SMS that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information
Small Public Transportation Provider	A recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.
Statewide Transportation Improvement Program	A short-range multi-modal transportation state planning document required by USDOT for use in approving federal funds for transportation projects, typically four years
Transportation Improvement Program	A short-range multi-modal transportation regional planning document developed and maintained by each MPO and RTPO region in accordance to federal regulations, typically four years

List of Acronyms Used in the Safety Plan

Acronym	Word or Phrase
AE	Accountable Executive
CEO	Chief Executive Officer
CSO	Chief Safety Officer
DOT	Department of Transportation
ED	Executive Director
FTA	Federal Transit Administration
GM	General Manager
MPO	Metropolitan Planning Organization
NTD	National Transit Database
NTSB	National Transportation Safety Board
ODOT	Ohio Department of Transportation
OKI	Ohio Kentucky Indiana
OSHA	Occupational Safety and Health Administration
PTASP	Public Transportation Agency Safety Plan
RTA	Regional Transit Authority
SA	Safety Assurance
SME	Subject Matter Expert
SMI	Safety Management Inspection
SMS	Safety Management System
SOP	Standard Operating Procedure
SRM	Safety Risk Management
SSO	State Safety Oversight
SSOA	State Safety Oversight Agency
STIP	Statewide Transportation Improvement Program
TA	Transit Agency
TIP	Transportation Improvement Program
TSA	Transportation Security Administration
TSO	Office of Safety and Oversight

Warren County Transit Service Safety Plan

TTP	Technical Training Plan
U.S.C.	United States Code
USDOT	United States Department of Transportation
UTS	Universal Transportation System
WCTS	Warren County Transit Service

What is a Public Transportation Agency Safety Plan?

The PTASP is a plan that will help ensure that a public transportation system is safe. With the development and implementation of the SMS, the public transportation system will have the ability to mitigate unacceptable hazards and ensure the mitigation is properly implemented and effective. SMS is a formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS consists of 4 components: safety management policy, safety risk management, safety assurance, and safety promotion.

On July 19, 2018, FTA published the PTASP Final Rule, which is a requirement for recipients of federal funds under the FTA's Urbanized area Formula Grants (5307). The rule became effective July 19, 2019 and the compliance date is July 20, 2020.

FTA is responsible for ensure RTAs are in compliance with 49 CFR Part 673. Warren County Transit will maintain documents that set forth this Public Transportation Agency Safety Plan, including those related to the implementation of Safety Management System (SMS), and results from SMS processes and activities. Warren County Transit will maintain documents that are included in whole, or by reference, that describe the programs, policies, and procedures used to carry out this Public Transportation Agency Safety Plan. These documents will be made available upon request by Federal Transit Administration, other Federal entity, or a State Oversight Agency having jurisdiction. Warren County Transit will maintain these documents for three years after they are created

Agency Background and Information

Warren County Transit Service provides low-cost convenient transportation service within Warren County and several connecting stops outside the county boundaries. WCTS operates 19 buses for curbside-to-curbside demand response service along with a flex route that runs on schedule throughout the City of Lebanon. WCTS strives to meet transportation needs within our means in a safe, affordable, and cost-effective manner.

WCTS contracts with Universal Transportation Systems (UTS) for the demand response and dedicated route services. UTS operates the service, performs bus maintenance, provides dispatch services, houses the fleet of buses, and employs a team of bus drivers. The partnership between Warren County and UTS allows for an effective and efficient transit system.

Southwest Ohio Regional Transit Authority (SORTA) in Cincinnati operates a route from Kings Island in Warren County to downtown Cincinnati. SORTA works with WCTS using federal funds to operate this route and provide assistance to Warren County's system.

Mission

To provide low-cost public transportation for anyone in Warren County regardless of age or income.

Accountable Executive: Susanne Mason

Susanne Mason is the Director of Grants Administration in Warren County, Ohio. She has been with Warren County since 2003 and oversees Warren County Transit Service, the Solid Waste Management District, and Community Block Grant Development Projects. She studied at Malone College and Kent State University. She serves on the several community boards within the county. Prior to working for Warren County, she was a computer software instructor, teaching displaced workers both basic and advanced computer programs.

Ms. Mason serves as WCTS's Accountable Executive and is responsible for the TAM Plan and PTASP and their direction in accordance with state and federal regulations.

Chief Safety Officer: Brenda Hodges

Brenda Hodges has been a Program Manager with Universal Transportation Systems since 1991. She manages all aspects of our demand and specialized transportation services. Her strong business background includes operations, finances and overseeing day-to-day operations.

Ms. Hodges directly communicates with the AE. She is responsible for reporting safety matters to the AE. For the size of WCTS, she oversees both the safety and operation and meets state and federal regulation.

Address: 406 Justice Drive, Lebanon, Ohio 45036

Mode of Service Covered in this Plan: Bus

FTA Funding: 5307

Mode of Service Provide by the Transit Agency: Demand Response

Warren County Transit does not provide transit services on behalf of another transit agency or entity.

Ohio-Kentucky-Indiana Council of Governments

WCTS operates under the direction of the Ohio-Kentucky-Indiana Council of Governments (OKI) as its Metropolitan Planning Organization (MPO). OKI is a policy-making organization made up of representatives from local government and governmental transportation authorities. OKI arrange for funding allocations from Federal Transit Administration for the operation of WCTS.

Plan Annual Update Procedure

49 C.F.R. Part 673.11(5), states, "Each transit agency must establish a process and timeline for conducting an annual review and update of the Public Transportation Agency Safety Plan".

ODOT develops the Statewide Transportation Improvement Program biennially. The STIP references the Transportation Improvement Program drafted by the Metropolitan Planning Organizations and approved by ODOT. MPOs have the ability to update based on their schedule. STIP Amendments are scheduled on a quarterly schedule: July, October, January, and April. The National Public Transportation Safety Plan which is referenced in the 49 C.F.R. Part 673 requires that the safety performance targets are listed in the S/TIP.

49 C.F.R. Part 673.11 states,

(4) The Public Transportation Agency Safety Plan must address all applicable requirements and standards as set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan. Compliance Start Printed Page 34467 with the minimum safety performance standards authorized under 49 U.S.C. 5329(b)(2)(C) is not required until standards have been established through the public notice and comment process.

ODOT submits the 5-year safety performance rolling averages based from the transit agencies' NTD reports. The data in the NTD is reported on a calendar year. Based on the NTD reporting cycle, the annual review will be review and updated at the end of the calendar year.

The process will include:

1. CSO requests the safety committee and/or executive management to review current agency safety plan.
2. CSO reviews comments and make changes as he/she sees necessary. Review and edit the PTASP safety performance measures and targets as a transit agency, e.g., safety committee.
3. CSO will present AE with the revised agency safety plan.
4. If approved, AE will present to the Board for approval. If AE does not approve the PTASP, then CSO will review and revise.
5. Once approved by AE, the AE will present changes to Board of Trustees or City Council for signature.
6. Email PTASP revisions targets with ODOT and MPO.
7. MPO will update their TIP to include the new safety performance targets and submit the update TIP to the ODOT to be included in the STIP amendment.

Safety Performance Targets

According to 49 C.F.R. Part 673.11(3) The public Transportation Agency Safety Plan must include performance targets based on the safety performance measures established under the National Public Transportation Safety Plan. The safety performance measures are:

- Fatalities
 - o Total Number of reportable fatalities
 - o Rate per total vehicle revenue miles by mode
- Injuries
 - o Total Number of reportable injuries
 - o Rate per total vehicle revenue miles by mode
- Safety Events
 - o Total Number of reportable safety events
 - o Rate per total vehicle revenue miles by mode
- System Reliability
 - o Mean Distance between major mechanical failures by mode

Methodology: ODOT Office of Program Management uses five-year rolling averages to calculate historical trends. According to the Ohio Strategic Highway Safety Plan, “a rolling average is used to better predict long-term crash trends by smoothing out short-term year-to-year fluctuations.” The Office of Transit decided to use the five-year rolling average method to determine the baseline and the target for each safety performance measure. ODOT collected 2013-2018 from NTD and the transit agency.

ODOT recommends a 2% reduction target for the four safety performance targets. Data was presented to the transit agency for reviewal and approval. After approval from the transit agency, an official letter will be distributed to the MPO and the transit agency for their records. As all of the safety performance measures for Warren County Transit Service are 0 (zero), WCTS’ targets are to maintain (0) zero as the performance targets since a reduction is not possible.

Mode of Transit Service	Fatalities	Rate Per Total Vehicle Revenue Miles	Injuries	Rate Per Total Vehicle Revenue Miles	Safety Events	Rate Per Total Vehicle Revenue Miles	System Reliability
DR	0	0	0	0	0	0	0*

0* = There were no major mechanical failures from 2013-2018.

Safety Performance Target Coordination

Describe the coordination with the State and Metropolitan Planning Organization(s) (MPO) in the selection of State and MPO safety performance targets.

49 C.F.R Part 673.15(b) To the maximum extent practicable, a State or transit agency must coordinate with States and Metropolitan Planning Organization in the selection of State and MPO safety performance targets.

ODOT scheduled and conducted meetings with the transit agency and the MPO. ODOT met with the two entities to gather information about their transit agency safety policies and procedures. At the initial meeting, the SSO Program Manager educated the transit agency and the MPO on the purpose, objectives, and goals of the PTASP. ODOT explained the federal requirements including the safety performance target. Data was presented to the transit agency for review and approval. An official letter will be issued to the MPOs with the safety performance targets of the transit agencies located within their justification.

Targets Transmitted to the State	State Entity Name	Date Targets Transmitted
	Ohio Department of Transportation	January 10, 2020
Targets Transmitted to the Metropolitan Planning Organization(s)	Metropolitan Planning Organization Name	Date Targets Transmitted
	OKI Regional Council of Governments	January 10, 2020

I. Safety Management Policy

Safety Management Policy Statement

Warren County Transit Service strives to operate its service with a level of protection for its passengers, employees and any other individuals in contact with the system during normal operations and under emergency conditions.

This includes setting policies that identify and mitigate risks to provide the safest experience possible. Policies shall be communicated to all employees regularly by those in management. Participation in safety measures will be mandatory for all employees. These measures include no-retaliation against employees who express concerns over safety, and the plan will be in compliance with state and federal regulations.

Safety Management Policy Communication

Upon hiring, all new employees receive safety training as part of their new hire training before they are fully integrated into their job position. Refresher courses in which employees sign in are presented annually by the Chief Safety Officer. Every two years, all applicable employees go through the Drive Class, specifically designed for transporting elderly and disabled passengers.

The AE and CSO will meet to discuss the importance of the PTASP, SMS and its components, and their safety management policy. The AE will be responsible for delivering the message to Greene CATS staff, and the CSO will deliver the message to First Transit. Annually, the AE and CSO will present new updates to the safety management policy to the staff.

PTASP, SMS, and the safety management policy will be incorporated into the safety portion of the new hire training. The safety management policy will be posted on the bulletin board throughout the agency.

Authorities, Accountabilities, and Responsibilities

Individuals for the development and management of the transit agency's Safety Management System (SMS)

Accountable Executive	The AE authorities, accountabilities and responsibilities includes but not limited to: <ul style="list-style-type: none">-Responsibility for carrying out the PTASP- Ensure that human and capital resources are available to develop and maintain the PTASP- Inform the board members and the employees of the safety management priorities- Establish guidance on the level of safety risk acceptable to the agency- Ensure safety concerns are considered in the agency's ongoing budget planning process
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	<ul style="list-style-type: none"> - Notify Ohio Department of Transportation on any unusual occurrences that must be reported. - Initiate regular interaction with service provider on safety-related activities.
<p>Chief Safety Officer or SMS Executive</p>	<p>The CSO authorities, accountabilities and responsibilities include but not limited to:</p> <ul style="list-style-type: none"> - Manages the SMS on behalf of the AE - Directs hazard identification and safety risk evaluation - Monitors mitigation activities - Maintains safety documentation - Plans and organizes safety management training - in conjunction with other agencies, pertinent to DCTB's operations; -Maintain and keep current all records, including employee records associated with safety and training; -Assist in the development and necessary modifications of procedures and ensure they are implemented for the safety and security of personnel, facilities, equipment, other property, and records. -Oversee safety practices of day-to-day activities. <p>Due to the size of the agency, there is no executive management or key staff separately identified from the Accountable Executive and Chief Safety Officer.</p>

Employee Safety Reporting System

Any employee who recognizes a safety condition is encouraged to report it to the Chief Safety Officer. It is recommended that communication is done in writing, however, verbal reports are also accepted. No retaliation action will occur against any employee who discloses safety concerns to management, unless disclosure indicates an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures.

Employees have several methods of reporting safety conditions to senior management

- Verbal Communication with Senior Management
- Pre and Post Trip Inspection Form
- Electronic Correspondence

II. Safety Risk Management

Safety Hazard Identification will limit the number of fatalities, injuries, safety events, and major mechanical failures. WCTS has several methods of capturing this data:

- Customer complaints (via web, phone, paper)
- Accident reports
- Pre and post trip inspection forms
- Facility walkthroughs
- Ride Alongs
- Preventive Maintenance

Safety Risk Assessment

Once safety hazards are identified, the issue must be reported, corrected, and checked. Safety risks must be reported to the AE and should include data from the contracted service provider, if available, as well as data from an oversight authority such as FTA.

The Operations manager will investigate the risk and make operational and/or maintenance procedural changes if necessary. The solutions will be monitored for effectiveness.

Safety Risk Mitigation

To reduce the likelihood or severity of safety risks' consequences, WCTS may consult with risk experts from other agencies, as well as County Departments. Input from various sources will help to determine if the mitigation is appropriate and comprehensive.

The Operations Manager will monitor the effectiveness of safety risk mitigations regularly.

III. Safety Assurance

Procedure Compliance

Monitor the System - The local fire station makes semiannual unannounced trips to ensure the garage is meeting local safety standards. The Chief Safety Officer monitors the maintenance staff and drivers to ensure that policies are being followed. Drivers perform pre-trip inspections each day. Reports are submitted monthly to Accountable Executive on safety data.

Ineffective, Inappropriate and Mitigation Procedures

Monitor operations - Chief Safety Officer oversees activities to make sure that procedures are being implemented in the way it was intended and to reduce error or misunderstanding or procedures. WCTS uses a double-check system to ensure that any safety reports have been addressed, the remedy has been double checked and that the action solved the issue.

Investigation of Safety Events

Safe handling of the vehicle and clients *reduces* the incident of injuries. All State and Federal traffic laws as to speed, passing; turning and operating a vehicle are followed to the letter.

From time to time unusual circumstances will occur that call for action and decision making on the part of the driver. Use common sense and keep in mind that safety is most important. In all such cases advise base immediately! Always follow their instructions.

Accidents:

In the event drivers are involved in an accident, drivers are in service to refer to the following:

- Try to remain calm and attempt to reassure your passengers that everything will be okay.
- First, call into dispatch by saying, "This is #00 calling base, this is an emergency!"
- Wait for base to respond before you start telling them what happened
- Take a deep breath and relax
- All other mobiles should cease radio transmissions until this situation has been resolved
- Base will take charge and direct the handling of the situation
- Do not move the vehicle unless base or the police tell you to do so!
- If you cannot use the radio, ask someone to call the office, police and 911 if needed
- Only leave the vehicle with clients on board, after base tells you it is all right to do so

for the purpose of taking pictures and/or to get information from the other driver. With **no clients** on board, it is permissible to leave the vehicle to phone base, speak with other driver involved and any witnesses to gather information or to speak with the police.

- Keep in touch with base every few minutes to keep them informed of the situation.
- Let base take over and be prepared to answer a few questions, such as "Are you involved?" "Is anyone hurt?" "Do you have any clients on board?" and "What is your location?" Give short easy answers like "Yes" or "No" and "I am on Rt.4 in Fairfield near SIMMs" or "I am on I-75 near the Sharon Road exit." Keep your talk short and let base do most of the talking.
- Take pictures from all four angles of accident and then photograph damaged areas before the vehicles are moved

Internal Safety Reposting Program

Our contracted service provider holds monthly safety and "in service" meetings for all staff and drivers. For example, we have a quarterly "race for safety" in which we have a virtual racetrack in our office with incremental days of demarcation. The drivers are divided into teams that are represented by a magnetic vehicle (theme based) which advances each day of the quarter for a non-accident day for that team. At the end of the quarter the team who is at the head of the pack for safety days receives prize. Should the team complete the entire ninety days accident free, an additional reward is included.

IV. Safety Promotion

Safety Training

Our Safety Team is chosen at the beginning of each year. Staff and drivers are selected based upon merit and performance. The team meets monthly. They review any accident or injury which has occurred if any, since the previous meeting and discuss preventative strategy. Our dispatchers announce daily safety announcements mandated from our team. We distribute safety bulletins, posters, and safety brochures.

We access an internal motor vehicle report every six months on all drivers and evaluate their employment based upon any new reported vehicular activity.

UTS has strict underwriting rules and policies governing the driving record of all employees. The maximum points for a pre hire are four. Any applicant with a DUI on their record is ineligible for employment with UTS. Upon accumulation of six or more points, employment is terminated.

In addition to our day to day safety procedures, UTS works with Daecher consulting Group to constantly update and review our safety practices. UTS has developed processes for

- Accident Analysis
- Loss Prevention Programs
- Safety Training for staff and drivers
- On Board Evaluations
- Federal, State and Local Compliance

Safety Communication

All communication regarding safety reports, hazard and safety risks relevant to employees' roles and responsibilities are communicated in the following manner:

- Any reports must be sent to the AE.
- AE discusses issue with Chief Safety Officer.
- Chief Safety Officer communicates issues to staff in the most effective manner for the specific topic. Communication modes may include:
 - Face -to-face sit down staff safety meeting
 - Individual meetings
 - Written memos
 - Emails
- A follow-up email will be sent once employees have been notified through one of the ways listed above.

Appendix 1 - FTA 49.C.F.R 673 Rule

Subpart A—General

§ 673.1 Applicability

(a) This part applies to any State, local governmental authority, and any other operator of a public transportation system that receives Federal financial assistance under 49 U.S.C. Chapter 53.

(b) This part does not apply to an operator of a public transportation system that only receives Federal financial assistance under 49 U.S.C. 5310, 49 U.S.C. 5311, or both 49 U.S.C. 5310 and 49 U.S.C. 5311.

§ 673.3 Policy

The Federal Transit Administration (FTA) has adopted the principles and methods of Safety Management Systems (SMS) as the basis for enhancing the safety of public transportation in the United States. FTA will follow the principles and methods of SMS in its development of rules, regulations, policies, guidance, best practices, and technical assistance administered under the authority of 49 U.S.C. 5329. This part sets standards for the Public Transportation Agency Safety Plan, which will be responsive to FTA's Public Transportation Safety Program, and reflect the specific safety objectives, standards, and priorities of each transit agency. Each Public Transportation Agency Safety Plan will incorporate SMS principles and methods tailored to the size, complexity, and scope of the public transportation system and the environment in which it operates.

§ 673.5 Definitions

As used in this part:

Accident means an Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.

Accountable Executive means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

Chief Safety Officer means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Equivalent Authority means an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a Start Printed Page 34466 recipient or subrecipient's Public Transportation Agency Safety Plan.

Event means any Accident, Incident, or Occurrence.

FTA means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Incident means an event that involves any of the following: A personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Investigation means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

National Public Transportation Safety Plan means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Operator of a public transportation system means a provider of public transportation as defined under 49 U.S.C. 5302(14).

Performance measure means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance target means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).

Public Transportation Agency Safety Plan means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

Rail fixed guideway public transportation system means any fixed guideway system that uses rail, is operated for public transportation, is within the jurisdiction of a State, and is not subject to the jurisdiction of the Federal Railroad Administration, or any such system in engineering or construction. Rail fixed guideway public transportation systems include but are not limited to rapid rail, heavy rail, light rail, monorail, trolley, inclined plane, funicular, and automated guideway.

Rail transit agency means any entity that provides services on a rail fixed guideway public transportation system.

Risk means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk mitigation means a method or methods to eliminate or reduce the effects of hazards.

Safety Assurance means processes within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

Safety Management System (SMS) means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Management System (SMS) Executive means a Chief Safety Officer or an equivalent.

Safety performance target means a Performance Target related to safety management activities.

Safety Promotion means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety risk assessment means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

Safety Risk Management means a process within a transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

Serious injury means any injury which:

- (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received;
- (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses);
- (3) Causes severe hemorrhages, nerve, muscle, or tendon damage;
- (4) Involves any internal organ; or
- (5) Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small public transportation provider means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State means a State of the United States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

State of good repair means the condition in which a capital asset is able to operate at a full level of performance.

State Safety Oversight Agency means an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and the regulations set forth in 49 CFR part 674.

Transit agency means an operator of a public transportation system.

Transit Asset Management Plan means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

Subpart B—Safety Plans

§ 673.11 General requirements

(a) A transit agency must, within one calendar year after July 19, 2019, establish a Public Transportation Agency Safety Plan that meets the requirements of this part and, at a minimum, consists of the following elements:

- (1) The Public Transportation Agency Safety Plan, and subsequent updates, must be signed by the Accountable Executive and approved by the agency's Board of Directors, or an Equivalent Authority.
- (2) The Public Transportation Agency Safety Plan must document the processes and activities related to Safety Management System (SMS) implementation, as required under subpart C of this part.
- (3) The Public Transportation Agency Safety Plan must include performance targets based on the safety performance measures established under the National Public Transportation Safety Plan.
- (4) The Public Transportation Agency Safety Plan must address all applicable requirements and standards as set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan. Compliance Start Printed Page 34467with the minimum safety performance standards authorized under 49 U.S.C. 5329(b)(2)(C) is not required until standards have been established through the public notice and comment process.
- (5) Each transit agency must establish a process and timeline for conducting an annual review and update of the Public Transportation Agency Safety Plan.
- (6) A rail transit agency must include or incorporate by reference in its Public Transportation Agency Safety Plan an emergency preparedness and response plan or procedures that addresses, at a minimum, the assignment of employee responsibilities during an emergency; and coordination with Federal,

State, regional, and local officials with roles and responsibilities for emergency preparedness and response in the transit agency's service area.

(b) A transit agency may develop one Public Transportation Agency Safety Plan for all modes of service or may develop a Public Transportation Agency Safety Plan for each mode of service not subject to safety regulation by another Federal entity.

(c) A transit agency must maintain its Public Transportation Agency Safety Plan in accordance with the recordkeeping requirements in subpart D of this part.

(d) A State must draft and certify a Public Transportation Agency Safety Plan on behalf of any small public transportation provider that is located in that State. A State is not required to draft a Public Transportation Agency Safety Plan for a small public transportation provider if that agency notifies the State that it will draft its own plan. In each instance, the transit agency must carry out the plan. If a State drafts and certifies a Public Transportation Agency Safety Plan on behalf of a transit agency, and the transit agency later opts to draft and certify its own Public Transportation Agency Safety Plan, then the transit agency must notify the State. The transit agency has one year from the date of the notification to draft and certify a Public Transportation Agency Safety Plan that is compliant with this part. The Public Transportation Agency Safety Plan drafted by the State will remain in effect until the transit agency drafts its own Public Transportation Agency Safety Plan.

(e) Any rail fixed guideway public transportation system that had a System Safety Program Plan compliant with 49 CFR part 659 as of October 1, 2012, may keep that plan in effect until one year after July 19, 2019.

(f) Agencies that operate passenger ferries regulated by the United States Coast Guard (USCG) or rail fixed guideway public transportation service regulated by the Federal Railroad Administration (FRA) are not required to develop agency safety plans for those modes of service.

§ 673.13 Certification of compliance

(a) Each transit agency, or State as authorized in § 673.11(d), must certify that it has established a Public Transportation Agency Safety Plan meeting the requirements of this part one year after July 19, 2019. A State Safety Oversight Agency must review and approve a Public Transportation Agency Safety Plan developed by rail fixed guideway system, as authorized in 49 U.S.C. 5329(e) and its implementing regulations at 49 CFR part 674.

(b) On an annual basis, a transit agency, direct recipient, or State must certify its compliance with this part.

§ 673.15 Coordination with metropolitan, statewide, and non-metropolitan planning processes

(a) A State or transit agency must make its safety performance targets available to States and Metropolitan Planning Organizations to aid in the planning process.

(b) To the maximum extent practicable, a State or transit agency must coordinate with States and Metropolitan Planning Organizations in the selection of State and MPO safety performance targets.

Subpart C—Safety Management Systems

§ 673.21 General requirements

Each transit agency must establish and implement a Safety Management System under this part. A transit agency Safety Management System must be appropriately scaled to the size, scope and complexity of the transit agency and include the following elements:

(a) Safety Management Policy as described in § 673.23;

(b) Safety Risk Management as described in § 673.25;

(c) Safety Assurance as described in § 673.27; and

(d) Safety Promotion as described in § 673.29.

§ 673.23 Safety management policy

(a) A transit agency must establish its organizational accountabilities and responsibilities and have a written statement of safety management policy that includes the agency's safety objectives.

(b) A transit agency must establish and implement a process that allows employees to report safety conditions to senior management, protections for employees who report safety conditions to senior management, and a description of employee behaviors that may result in disciplinary action.

(c) The safety management policy must be communicated throughout the agency's organization.

(d) The transit agency must establish the necessary authorities, accountabilities, and responsibilities for the management of safety amongst the following individuals within its organization, as they relate to the development and management of the transit agency's Safety Management System (SMS):

(1) *Accountable Executive*. The transit agency must identify an Accountable Executive. The Accountable Executive is accountable for ensuring that the agency's SMS is effectively implemented, throughout the agency's public transportation system. The Accountable Executive is accountable for ensuring action is taken, as necessary, to address substandard performance in the agency's SMS. The Accountable Executive may delegate specific responsibilities, but the ultimate accountability for the transit agency's safety performance cannot be delegated and always rests with the Accountable Executive.

(2) *Chief Safety Officer or Safety Management System (SMS) Executive*. The Accountable Executive must designate a Chief Safety Officer or SMS Executive who has the authority and responsibility for day-to-day implementation and operation of an agency's SMS. The Chief Safety Officer or SMS Executive must hold a direct line of reporting to the Accountable Executive. A transit agency may allow the Accountable Executive to also serve as the Chief Safety Officer or SMS Executive.

(3) *Agency leadership and executive management*. A transit agency must identify those members of its leadership or executive management, other than an Accountable Executive, Chief Safety Officer, or SMS Executive, who have authorities or responsibilities for day-to-day implementation and operation of an agency's SMS.

(4) *Key staff*. A transit agency may designate key staff, groups of staff, or committees to support the Accountable Executive, Chief Safety Officer, or SMS Executive in developing, implementing, and operating the agency's SMS.

§ 673.25 Safety risk management

(a) *Safety Risk Management process*. A transit agency must develop and implement a Safety Risk Management process for all elements of its public transportation system. The Safety Risk Start Printed Page 34468 Management process must be comprised of the following activities: Safety hazard identification, safety risk assessment, and safety risk mitigation.

(b) *Safety hazard identification*. (1) A transit agency must establish methods or processes to identify hazards and consequences of the hazards.

(2) A transit agency must consider, as a source for hazard identification, data and information provided by an oversight authority and the FTA.

(c) *Safety risk assessment*. (1) A transit agency must establish methods or processes to assess the safety risks associated with identified safety hazards.

(2) A safety risk assessment includes an assessment of the likelihood and severity of the consequences of the hazards, including existing mitigations, and prioritization of the hazards based on the safety risk.

(d) *Safety risk mitigation*. A transit agency must establish methods or processes to identify mitigations or strategies necessary as a result of the agency's safety risk assessment to reduce the likelihood and severity of the consequences.

§ 673.27 Safety assurance

(a) *Safety assurance process.* A transit agency must develop and implement a safety assurance process, consistent with this subpart. A rail fixed guideway public transportation system, and a recipient or subrecipient of Federal financial assistance under 49 U.S.C. Chapter 53 that operates more than one hundred vehicles in peak revenue service, must include in its safety assurance process each of the requirements in paragraphs (b), (c), and (d) of this section. A small public transportation provider only must include in its safety assurance process the requirements in paragraph (b) of this section.

(b) *Safety performance monitoring and measurement.* A transit agency must establish activities to:

- (1) Monitor its system for compliance with, and sufficiency of, the agency's procedures for operations and maintenance;
- (2) Monitor its operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended;
- (3) Conduct investigations of safety events to identify causal factors; and
- (4) Monitor information reported through any internal safety reporting programs.

(c) *Management of change.* (1) A transit agency must establish a process for identifying and assessing changes that may introduce new hazards or impact the transit agency's safety performance.

(2) If a transit agency determines that a change may impact its safety performance, then the transit agency must evaluate the proposed change through its Safety Risk Management process.

(d) *Continuous improvement.* (1) A transit agency must establish a process to assess its safety performance.

(2) If a transit agency identifies any deficiencies as part of its safety performance assessment, then the transit agency must develop and carry out, under the direction of the Accountable Executive, a plan to address the identified safety deficiencies.

§ 673.29 Safety promotion

(a) *Competencies and training.* A transit agency must establish and implement a comprehensive safety training program for all agency employees and contractors directly responsible for safety in the agency's public transportation system. The training program must include refresher training, as necessary.

(b) *Safety communication.* A transit agency must communicate safety and safety performance information throughout the agency's organization that, at a minimum, conveys information on hazards and safety risks relevant to employees' roles and responsibilities and informs employees of safety actions taken in response to reports submitted through an employee safety reporting program.

Subpart D—Safety Plan Documentation and Recordkeeping

§ 673.31 Safety plan documentation

At all times, a transit agency must maintain documents that set forth its Public Transportation Agency Safety Plan, including those related to the implementation of its Safety Management System (SMS), and results from SMS processes and activities. A transit agency must maintain documents that are included in whole, or by reference, that describe the programs, policies, and procedures that the agency uses to carry out its Public Transportation Agency Safety Plan. These documents must be made available upon request by the Federal Transit Administration or other Federal entity, or a State Safety Oversight Agency having jurisdiction. A transit agency must maintain these documents for a minimum of three years after they are created.

Resolution

Number 20-0835

Adopted Date June 16, 2020

ENTER INTO CONTRACT WITH BUILDING CRAFTS, INC. FOR THE LOWER LITTLE MIAMI WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT

WHEREAS, pursuant to Resolution 20-0722, adopted May 26, 2020 this Board approved a Notice of Intent to Award Bid for the Lower Little Miami Wastewater Treatment Plant Improvements Project to Building Crafts, Inc., for a total bid price of \$2,350,000.00; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Building Crafts, Inc., 2 Rosewood Drive, Wilder, Kentucky, for a total contract price of \$2,350,000.00; 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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: c/a—Building Crafts, Inc.
Water/Sewer (file)
OMB Bid file

**SECTION 00 60 10
CONTRACT**

THIS AGREEMENT, made this 16th day of June, 2020, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **Building Crafts, Inc., 2 Rosewood Drive, Wilder, Kentucky** doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

LOWER LITTLE MIAMI WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT

hereinafter called the project, for the sum of **\$2,350,000.00**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Contract Documents. "Contract Documents" means and includes the following:

Addendum
Division 00 – Contract Requirements
Division 01 to 48 – Technical Specifications
Construction Drawings

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and shall complete all work within the following requirements:

Substantial completion: 365 days from Notice to Proceed.

Final completion: Site restoration work completed, and Contract Closeout shall be within 400 days from Notice to Proceed.

Any delays in substantial completion of the work that are within the control of the Contractor, their Subcontractor, or Supplier shall be subject to liquidated damages in the sum of \$200.00 for each consecutive calendar day that the project extends beyond the substantial completion deadline.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to the CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to the OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care in providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractors to pay the prevailing wage upon this project.

The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

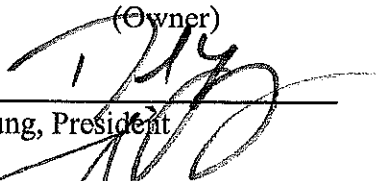
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.


WARREN COUNTY BOARD OF COMMISSIONERS

(Owner)



David G. Young, President

ATTEST:



Tom Grossmann, Vice President

Kiana Hawk

Name

Shannon Jones

(Seal)

ATTEST:

Karen Seef

CONTRACTOR NAME HERE

(Contractor)

By: [Signature]

Name

Vice President

Title

Approved as to Form:

[Signature]

Assistant Prosecutor

Resolution

Number 20-0836

Adopted Date June 16, 2020

APPROVE CHANGE ORDER #1 WITH DDK CONSTRUCTION, INC FOR THE LILY DRIVE BRIDGE REPLACEMENT PROJECT.

WHEREAS, pursuant to Resolution #20-0235 adopted February 18, 2020 this Board entered into contract for the Lily Drive Bridge Replacement #1023-0.17 Project; and

WHEREAS, additional work must be performed in the completion of said project; and

WHEREAS, pursuant to Section 5555.69 of the Ohio Revised Code, this Board of County Commissioners accepts the price to be paid for the new class of work; and

WHEREAS, Section 153.62 of the Ohio Revised Code allows the issuance of a change order for additional work; and

NOW THEREFORE BE IT RESOLVED, to approve change order #1 with DDK Construction, Inc. in the amount of \$45,690.00 resulting in an increase to purchase order #20001349, which is for a portion of the work, and a new contract price of \$322,672.50 for said purchase order. The change order is 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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—DDK Construction, Inc.
OMB Bid File
Engineer (file)



Warren County Engineer's Office

210 W Main Street
Lebanon, Ohio 45036
Phone: (513) 695-3301
Fax: (513) 695-7714

CHANGE ORDER

INVOICE NO: _____
DATE: June 3, 2020

Change Order Number 1
Project Name: Lily Drive Culvert Replacement Project

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	ADDITIONS	DELETIONS
201	1	LUMP	Clearing and Grubbing	\$1,300.00	\$1,300.00	
254	675	SY	Pavement Planing	\$8.00	\$5,400.00	
301	16	TON	Asphalt Concrete Base, PG 64-22	\$230.00	\$3,680.00	
304	18	CY	Aggregate Base	\$105.00	\$1,890.00	
441	96	TON	Asphalt Concrete Surface Course, Type 1	\$185.00	\$17,760.00	
638	65	FT	8" DIP, CL-52 Water Main	\$200.00	\$13,000.00	
	1	LUMP	Trucking to remove and dispose trench excavation	\$960.00	\$960.00	
	1	LUMP	Freeze LLC Down Time on 3/6/20	\$1,700.00	\$1,700.00	
Sums of the ADDITIONS and DELETIONS					\$45,690.00	

TOTAL FOR THIS CHANGE ORDER

\$45,690.00

Original contract price \$276,982.50 .
 Current contract price adjusted by previous change orders \$ 276,982.50 .
 The Contract price due to this change order will be increased / decreased (circle one).
 The New contract price including this change order will be \$ 322,672.50 .
 The contract time will be increased by 36 calendar days.
 The date for completion of work will be June 11, 2020 .

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED

Joseph A. Schmitt
Contractor's Signature Date

president
Title

Recommended By:

Neil F. Jansen 6/8/2020
Warren County Engineer Date

[Signature] 6/16/2020
Warren County Commissioner Date

[Signature] 6/8/20
Warren County Project Technician Date

[Signature] 6/16/20
Warren County Commissioner Date

Warren County Commissioner Date

Resolution

Number 20-0837

Adopted Date June 16, 2020

APPROVE AGREEMENT AND ADDENDUM WITH NIKA'S GROUP HOME LLC AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the County Administrator to enter into the agreement and addendum with Nika's Group Home LLC, on behalf of Warren County Children Services, for calendar year 2020-2021, for the services of a child placement and related services provider. Copy of agreement 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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a— Nika's Group Home LLC
Children Services (file)

Ohio Department of Job and Family Services

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Warren County Children Services, a Title IV-E Agency, hereinafter "Agency," whose address is:

Warren County Children Services
416 S East St
Lebanon, OH 45036

and Nika's Group Home LLC, hereinafter "Provider," whose address is:

Nika's Group Home LLC
1035 Del Monte Pl
Cincinnati, OH 45205

Collectively the "Parties."

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RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter 5153 for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter 5153.16 to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws of the State of Ohio or in the state where the placement facility or foster home is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions, and is licensed, certified or approved to provide placement and related services to children in accordance with Ohio law or the state where the placement facility or foster home is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I-Scope of Work.

Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **04/01/2020** through **05/31/2021**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

In addition to the initial term described above, this Agreement may be extended at the option of the Agency and upon written agreement of the Provider. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I – Scope of Work; then
- B. Exhibit II – Request for Proposals (if applicable); then
- C. Exhibit III – Provider's Proposals (if applicable); then
- D. Exhibit IV – Title IV-E Schedule A Rate Information.

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, addenda and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
 - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 - 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or

assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs(ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
2. Child Alleging Physical or Sexual Abuse/Neglect;
3. Death of Child;
4. Illicit drug/alcohol use, Abuse of medication or toxic substance;
5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
7. School Expulsion/Suspension (formal action by school);
8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
9. Victim of assault, neglect, physical or sexual abuse;
10. The filing of any law enforcement report involving the child.

I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:

1. When physical restraint is used/applied; and
2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse\Neglect Hotline/assigned Caseworker or by other established notification system.

J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.

K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.

L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.

M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).

N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.

O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.

P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.

Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.

R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471, [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been

completed.

- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
 - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.

- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 - 4. Admission date and discharge date, if available.
 - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost.
 - b. Transportation, allowable maintenance cost.
 - c. Transportation; allowable administration cost.
 - d. Other Direct Services; allowable maintenance cost.
 - e. Behavioral health care; non-reimbursable cost.
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for

administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.

- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5)

calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.

- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be

as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data;
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS
ATTN: Licensing
P.O. Box 183204
Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic

Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1. OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 - 2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 - 3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
 - 4. JFS 02911 Single Cost Report Instructions.
 - 5. For Private Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 - 6. For Public Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 - 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.

2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. AMENDMENTS

This Agreement, Addenda, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written amendment 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. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written amendment signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to
Warren County Children Services
416 S East St
Lebanon, OH 45036

if to Provider , to
Nika's Group Home LLC
1035 Del Monte Pl
Cincinnati, OH 45205

Article XVII. CONSTRUCTION

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 found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Addenda, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with

ORC 102.03, ORC 102.04 , ORC 2921.42, ORC 2921.43.

- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in

General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

E. Workers' Compensation insurance at the statutory limits required by Ohio Revised code.

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement

including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

- 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a BCII check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2. Provider shall not assign any individual to work with or transport children until a BCII report and a criminal record transcript has been obtained.
- 3. Except as provided in Section C below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.
- 4. Provider agrees to be financially responsible for any audit findings resulting in financial penalty due to lack of compliance with the criminal records checks requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

B. Transportation of Child

- 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
- 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of, or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

- 1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of OAC 5101:2-07-02(I) as follows:
 - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitative standards of OAC 5101:2-7-02 have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with OAC 5101:2-5-09 have been met.
- 2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in OAC 5101:2-7-09, OAC 5101:2-9-21, and OAC 5101:2-9-22

Article XXIV. FINDINGS FOR RECOVERY

ORC 9.24 prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123, and 3125.

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC 5719.042. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the

State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: <i>Sanika Price</i>	5-11-2020
Printed Name Nika's Group Home LLC	Date
Agency: <i>Warren County Children Services</i>	
Printed Name Warren County Children Services	Date 6/4/2020

APPROVED AS TO FORM

Kathryn M. Horvath
Kathryn M. Horvath
Asst. Prosecuting Attorney

Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION
OF
CHILD PLACEMENT**

ADDENDA TO AGREEMENT

This Addenda sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between

a Title IV-E Agency, hereinafter "Agency," whose address is

hereinafter "Provider," whose address is:

IV-E Agency Name Warren County Children Services		
Street/Mailing Address 416 S East St		
City Lebanon	State OH	Zip Code 45036

and

Provider Nika's Group Home LLC		
Street/Mailing Address 1035 Del Monte Pl		
City Cincinnati	State OH	Zip Code 45205

Contract ID : 19199064

Originally Dated :04/01/2020 to 05/31/2021

Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION
OF
CHILD PLACEMENT**

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

04/01/2020

Amendment End Date :

05/31/2021

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

Addendum #1 attached. See Addendum #1 for details.

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency : Warren County Children Services
 Run Date : 05/21/2020
 Provider / ID : Nika's Group Home LLC/ 27621781
 Contract Period : 04/01/2020 - 05/31/2021

Service Description	Service ID	Person ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Group Home	7619313			\$231.10	\$28.90							\$260.00	04/01/2020	05/31/2021

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 20-0836, dated 6/16/2020, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:

President
Warren County Board of Commissioners

Date 6/16/2020

Sanika Price
Provider

Date 5-11-2020

Reviewed by:

Director
Warren County Children's Services

Approved as to Form:

Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF Hamilton

I, Tanika Price, holding the title and position of CEO at the firm Nikas Group Home, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

Tanika Price

AFFIANT

Subscribed and sworn to before me this 26th day of May 20 2020

[Signature]
(Notary Public),

Hamilton County.

My commission expires 4/30 20 23



MARK P. MOSER
Notary Public, State of Ohio
My Commission Expires 04-30-2023

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

Resolution

Number 20-0838

Adopted Date June 16, 2020

APPROVE AND ENTER INTO A TANF PRC CONTRACT WITH THE WARREN COUNTY EDUCATIONAL SERVICE CENTER ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to approve and enter into a contract with The Warren County Educational Service Center on behalf of Warren County Department of Human Services in the total amount of \$674,599.00 TANF/PRC funds beginning 7/1/20 and ending 6/30/21; contract 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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Educational Service Center
Human Services (file)

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
TANF/PRC SUBGRANT AGREEMENT WITH
WARREN COUNTY EDUCATIONAL SERVICE CENTER
RESOURCE COORDINATOR PROGRAM**

RECITALS:

This Subgrant Agreement is entered into between Warren County Job and Family Services, Division of Human Services (hereinafter referred to as "Grantor") and the Warren County Educational Service Center (hereinafter referred to as "Subgrantee").

This Subgrant Agreement is made pursuant to a grant award to the Grantor by the Ohio Department of Job and Family Services (ODJFS) and are not for research and development purposes. The grant award is under the authority of CDFA #93.558, Temporary Assistance for Needy Families (TANF), SFY 2021, and Warren County Job and Family Services.

DEFINITIONS:

A. Definitions

- A. "Grantor" means the Warren County Job and Family Services.
- B. "Subgrantee" means the Warren County Educational Service Center.
- C. "Financial Assistance" means all cash, reimbursements, other payments or allocations of funds provided by Grantor to Subgrantee. All requirements in this Agreement related to financial assistance also apply to any monies, including private monies and public money, as defined in section 117.01 of the Revised Code, used by the Subgrantee to match federal, state or county funds; and
- D. "Federal, state and local laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, and federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments, as well as any resolutions or policies adopted by the Warren County Board of County Commissioners. Federal, state and local laws also include any Governor's Executive Orders to the extent that they apply to counties and any ODJFS Procedure Manuals. The term "federal, state and local laws" includes all federal, state and local laws as listed in this paragraph and existing on the effective date of this Agreement as well as those federal, state and local laws that are enacted, adopted, issued, amended, repealed, or rescinded on or after the effective date of this Agreement.

THEREFORE, IN CONSIDERATION OF THE MUTAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by Subgrantee pursuant to this Subgrant Agreement.

ARTICLE II. RESPONSIBILITIES OF GRANTOR

- A. Provide funding to Subgrantee in accordance with this Subgrant Agreement and Federal, state and local laws.

- B. Monitor Subgrantee to ensure the Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- C. Provide information on current and subsequent changes to the terms and conditions of the grant awards addressed by the funding in this agreement.
- D. Provide technical assistance and training as requested to assist Subgrantee in fulfilling its obligations under this agreement.
- E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

Subgrantee agrees to:

- A. Ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as the federal terms and conditions of the grant award.
- B. Provide financial documents that show the revenue and expenditures of the program and all supporting documents.
- C. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible.
- D. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, If Grantor, ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.
- E. Make records available to Grantor, ODJFS, Auditor of State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from **July 1, 2020 through June 30, 2021** unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the above termination date.
- B. In addition to Section A above, it is expressly understood by both Grantor and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Warren County Auditors certifies pursuant to Section 5705.41 (D), Revised Code, that the amount required to meet the Grantor's obligation or, in the case of a continuing Subgrant Agreement to be performed in whole or in part in an ensuring fiscal year, the amount required to meet the obligation in the fiscal year in which the Subgrant Agreement is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

ARTCILE V. AMOUNT OF GRANT/PAYMENTS

Allocation	Contract Amount	Budget Reference	Award I.D/FAIN#	CFDA Number
TANF Administration	\$67,460	JFSCTF20/JFSCTF21	1601OHTANF	93.558
TANF Regular	\$607,139	JFSCTF20/JFSCTF21	1601OHTANF	93.558

Reimbursement of Sub-recipient’s cost shall be based on reimbursement of actual expenditures for the program including direct and indirect expenditures.

Sub-recipient will also include with the invoice detailed supporting documentation including the children served, purpose, school district and required self-declaration application per child/family. WCDJFS requires supporting documentation for all program expenditures.

Eligibility is based on a household income at or below 200% of the Federal Poverty Level.

Funds available under this agreement may not be used for food. Mileage cannot exceed the county’s established mileage reimbursement rate, currently \$0.50.

A. This grant is in the total amount of \$674,599.00

B. Payment will be made to Subgrantee on a cost-reimbursement basis. The total estimated cost shall be in accordance with the budget attached as **Exhibit A** and shall no exceed the amount provided in Article V-A, above. Subgrantee may bill Grantor monthly for reimbursement or disbursements for actual costs incurred in the performance of this Subgrant Agreement. Invoices shall be numbered, dates, reference this Subgrant Agreement, show the cost incurred by budget category (i.e., salaries, fringe benefits, equipment, travel, supplies, etc.) for the billing period and in cumulative amount to date. All invoices must be submitted to Warren County Job and Family Services, 416 S. East Street, Lebanon, OH 45036, ATTN: Fiscal Officer.

Grantor will make payments on all invoices submitted in accordance with the terms of this Subgrant Agreement. The final invoice, clearly marked “Final”, must be submitted within **30 days** of the expiration of this Subgrant Agreement. The final invoice shall include certification to the effect that “Payment of this invoice constitutes complete satisfaction of all of Grantor’s obligations under the reference Subgrant Agreement. Subgrantee releases and discharges Grantor from all further claims and obligations under this Subgrant Agreement upon payment of this final invoice.”

C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, and appropriations by the Warren County Board of County Commissioners. If, at any time, the Grantor Director determines that federal, state or local funds are insufficient to sustain existing or anticipated spending levels, the Grantor Director may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee, or other form of financial assistance as the Grantor Director determines appropriate. If the Ohio General Assembly, ODJFS, funding source external to the State of Ohio, such as federal funds, or the Warren County Board of County Commissioners fails at any time to continue funding Grantor for payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of Grantor or Warren County.

D. As subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to OMB Circulars A-110 (2 CFR 215), A-21 (2 CFR 220), A-122 (2 CFR 230), A-87 (2 CFR 225), A-102, as applicable under federal, state

and local laws, and A-133, as well as 45 CFR 74 and 45 CFR 92, as applicable to Subgrantee under federal, state and local laws, including but not limited to:

1. **Standards for financial management systems**: SUBGRANTEE and its subgrantee(s) will comply with the requirements of 45 CFR 74.21 and 45 CFR 92.20, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records,
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
2. **Period of Availability of Funds**: Pursuant to 45 CFR 74.28 and 45 CFR 92.23, as applicable SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals of this Subgrant Agreement for the term specified in Article IV of this Subgrant Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
3. **Matching or Cost Sharing**: Pursuant to 45 CFR 74.23 and 45 CFR 92.24, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
4. **Program Income**: Program income must be used and accounted for as specified in 45 CFR 92.25.
5. **Real Property**: If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 92.31.
6. **Equipment**: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 74.34 and 45 CFR 92.32, as applicable.
7. **Supplies**: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 74.35, 92.33 and 7 CFR 3016.33, as applicable.

ARTICLE VI. RECORDS

- A. Subgrantee must maintain documentation conforming to all requirements prescribed by ODJFS or by federal, state and local laws. Subgrantee must prepare and maintain documentation to support all transactions and to permit the reconstruction of all transactions and the proper completion of all reports required by federal, state and local laws, and which substantiates compliance with all applicable federal, state and local laws.
- B. Records must include sufficient detail to disclose:
 - a. Services provided to program participants;
 - b. Administrative cost of services provided to program participants;
 - c. Charges made and payments received for items identified in paragraphs (B) (1) and (2) of this Article; and
 - d. Cost of operating the organizations, agencies, programs, activities, and functions.

- C. Subgrantee and its subgrantee(s) must maintain all records relevant to the administration of this subgrant for the period of three (3) years.

ARTICLE VII. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB Circular A-133, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 45 CFR 74.26 and 45 CFR 92.26, as applicable, and OMB Circular A-133, Subgrantee must ensure that it has an audit with a scope as provided in OMB Circular A-133, Subpart E,.500, that covers funds received under this agreement. Subgrantee must send one (1) copy of the final audit report to Grantor at Warren County Job and Family Services, 416 S. East Street, Lebanon, OH 45036 within two (2) weeks of Subgrantee's receipt of any such audit.
- B. Subgrantee will take prompt action to correct problems identified in an audit.

ARTICLE VIII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 - 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Grantor's Director and an authorized officer or employee of the Subgrantee. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.
 - 2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
 - 3. Grantor may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by ODJFS, or illegal conduct by Grantee affecting the operation of the Subgrant Agreement.
- B. Notwithstanding the provisions of ARTICLE VIII, Section A, Grantor may suspend or terminate this Subgrant Agreement immediately upon delivery of a written notice to Grantee, if Grantor loses funding or discovers any illegal conduct on the part of the Subgrantee.
- C. If Subgrantee or any of its subgrantee(s) materially fails to comply with any term of the award, a federal, state and local laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, Grantor may take any or all of the following actions it deems appropriate in the circumstances:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
 - 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity;
 - 4. Withhold further awards for the Subgrant activity; or
 - 5. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Subgrant Agreement.
- D. Subgrantee, upon receipt of a notice of suspension or termination, will do the following:
 - 1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant

- Agreement;
2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;
 3. Prepare and furnish a report to Grantor, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other task that Grantor requires.
- E. Upon breach or default by Grantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, Grantor will retain the right to exercise and Administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Grantor of any occurrence of breach or default is not a waiver of subsequent occurrences. If Grantor or Grantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE IX. NOTICES

- A. Notices to Grantor for Subgrantee that concern termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the Director of Grantor at 416 South East Street, Lebanon, OH 45036. Notices to Grantor from Subgrantee that concern this award will be sent to the Director of Grantor at same above address.
- B. Notices to the Subgrantee from Grantor concerning any and all matters regarding this Subgrant Agreement will be sent to 1879 Deerfield Road, Lebanon, OH 45036.
- C. All notices in accordance with Section A of this Article IX. Will be in writing and will be deemed given when received. All notices may be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE X. AMENDMENT

This document constitutes the entire agreement between Grantor and Subgrantee with respect to all matters herein. Except as provided in Article XI below, only a document signed by both parties may amend this a Subgrant Agreement. Both Grantor and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative medication of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

ARTICLE XI. ADDENDUM

Grantor may elect to provide information concerning this Subgrant agreement in and addendum hereto. Any addenda to this Subgrant agreement will not need to be signed. Any claim on or draw of monies following the receipt of the addendum will constitute acceptance of the terms and conditions contained in the addendum. Subsequently, Grantor ma modify any addendum by mailing a modified version to Subgrantee. Any claim on or draw of the modified addendum will constitute acceptance of the terms and conditions contained in the modified addendum.

ARTICLE XII. SUBGRANTS

- A. Subgrantee must perform all duties contemplated by this Subgrant Agreement. None of Subgrantee's duties or actions pursuant to this Subgrant Agreement may be subcontracted, nor shall this Subgrant Agreement be assigned, or any subawards made by Subgrantee, without the prior express written authorization of Grantor.

1. Any subgrants made by Subgrantee to unit of local government, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 92.37 and will impose upon any subgrantee(s) the requirements of 45 CFR Part 74 and 45 CFR Part 92, as applicable, as well as federal, state, and local law. Any award of a subgrant to another entity shall be made by means of subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of section 5101.21 of the revised code.
2. **Debarment and Suspension:** As provided in 45 CFR 74.13 and 45 CFR 92.35, as applicable, Subgrantee and its subgrantees must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
3. **Procurement:** While Subgrantee and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal, state, and local laws, including, as applicable 45 CFR 92.36 and 45 CFR 74.40 through 45 CFR 74.48. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. **Monitoring:** Subgrantee must manage and monitor the routine operations of subgrant supported activities, including each project, program, subgrant, and function supported by Subgrantee's subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 92.40. If Subgrantee discovers that subgrant funding has not been used in accordance with federal, state, and local laws, Subgrantee must take action to recover such funding.
5. **Duties as Pass-through Entity:** Subgrantee must perform those functions required under federal, state and local laws as a subrecipient of Subgrantee under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE XIII. ADDITIONAL OBLIGATIONS AND ASSURANCES OF SUBRECIPIENT

1. The Sub-recipient certifies that it possesses legal authority to enter into this Sub-grant agreement and that a resolution, a motion or similar action has been duly adopted as an official act of the Sub-recipient's governing body which authorizes the negotiation and execution of this Sub-grant agreement by the representative who signed the Sub-grant agreement below on behalf of the Sub-recipient.
2. The Sub-recipient certifies that all applicants to the program operated under this Sub-grant agreement, either as an employee or subcontractor of the Sub-recipient or as a program client shall be apprised of their rights and responsibilities at the time of application. No person with responsibility in the operation of the program will discriminate with respect to any program because of race, creed, color, national origin, gender, political affiliation, age, belief, or handicap. Any complaint of discrimination in the operation of such programs shall be handled in a manner, compliant with the policies and procedures of the Department.
3. The Sub-recipient shall have safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. The Sub-recipient shall maintain appropriate standards of health and safety in work and training situations.
5. The Sub-recipient may not hold the Department responsible for payment of funds if those same funds have not been received by, or from the State.

6. All reports, brochures, literature and pamphlets developed by the Sub-recipient for its work under this Sub-grant agreement shall acknowledge the Department and its role as the funding source for activities, and programs conducted by the Sub-recipient pursuant to this Sub-grant agreement.
7. The Sub-recipient shall maintain easily accessible and auditable financial records.
8. The Sub-recipient, as a Sub-recipient of federal funds, shall provide a copy of their 2 CFR 200 state audit. An A-133 audit is required if an organization is a non-profit, or a state or local government agency, and expends \$500,000.00 or more per year in federal awards.
9. The Sub-recipient assumes full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Sub-recipient pursuant to this Sub-grant agreement.
10. The Sub-recipient will submit periodic reports, showing progress towards achieving the outcomes which are specified in Exhibit A, attached.
11. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. The Sub-recipient will take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, gender, or national origin.
12. The Sub-recipient shall, in all of Sub-recipient's solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
13. The Sub-recipient shall comply with provisions of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by the Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 C.F.R. Chapter 60.
14. The Sub-recipient warrants that neither it nor any party with whom it may subcontract for the performance of this Sub-grant agreement are listed on the debarred list due to violations of Titles VI, or VII of the Civil Rights Act of 1964, nor is the Sub-recipient aware of any pending action which might result in such debarment.
15. The Sub-recipient shall provide workers' compensation or other insurance coverage for injuries which may be suffered by its employees in accord with 20 CFR 692.22.
16. The Sub-recipient shall comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act, and the Ohio Revised Code.
17. The Sub-recipient shall not make claims for payment from the Department for services rendered to eligible individuals when such claims would duplicate claims made from other sources of public funds available for the same service. The services being contracted for hereunder are not available on a non-reimbursable basis.
18. The Sub-recipient shall not discriminate against applicants for, and participants in the Ohio Works First Program established under Chapter 5107 of the Revised Code, and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Ohio Revised Code. The Sub-recipient further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
19. The Sub-recipient shall cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations

established under state law. The Sub-recipient also agrees that it will include a like provision in any agreement, contract, grant, or procedure related to this Sub-grant agreement which require any subcontractor, or other party to cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.

20. The Sub-recipient agrees to be bound by the disclosure rules of the Ohio Department of Job and Family Services. Disclosure of information in a manner inconsistent with said rules is a breach of this Sub-grant agreement, and a violation of Ohio Revised Code Sections 5101.27, and 5101.99.
21. The Sub-recipient agrees that the services it delivers pursuant to this Sub-grant agreement will be delivered in a manner consistent with the Department's Prevention Retention and Contingency Plan.
22. The Sub-recipient agrees to comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. § 874, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 3.
23. The Sub-recipient agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 276a through 276a-7, as supplemented by the Department of Labor Regulations, 29 C.F.R. Part 5.
24. The Sub-recipient agrees to comply with Sections 103, and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S. C. § 327 through 330, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 5.
25. The Sub-recipient agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1875(h); Section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738; and, environmental protection agency regulations, 40 C.F.R. Part 15.
26. The Sub-recipient agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy policy and Conservation Act, Pub.L. 94-136, 89 Stat.871.
27. The Sub-recipient agrees that the copyright to any copyrightable material created pursuant to this Sub-grant agreement, and that any discovery or invention which arises or is developed pursuant to the Sub-recipient's obligations under this Sub-grant agreement is the property of the Department.

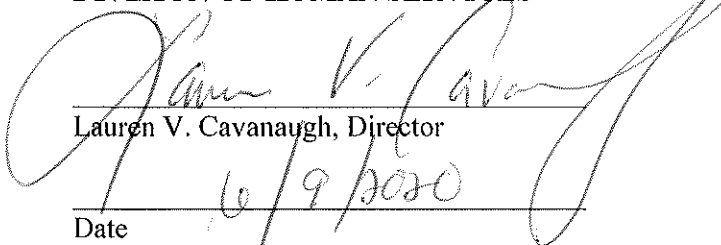
ARTICLE XIV. MISCELLANEOUS PROVISIONS

- A. **Limitations of Liability:** To the extent permitted by law, Grantor agrees to be responsible for any liability directly relating to any and all acts of negligence by Grantor. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall either party be liable for any indirect or consequential damages, even if Grantor or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operations of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provisions does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Grantor to Subgrantee that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, Grantor, or any of the officers or employees of the State of Ohio, ODJFS or Grantor.

ARTICLE XV. GOVERNING LAW


The parties agree that this Agreement shall be governed by, construed, and enforced in accord with the laws of the State of Ohio.

**WARREN COUNTY JFS
DIVISION OF HUMAN SERVICES**



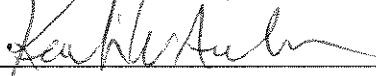
Lauren V. Cavanaugh, Director
Date 6/9/2020

**ABUSE & RAPE CRISIS SHELTER
OF WARREN COUNTY**





Tom Isaacs, Superintendent
Date 6-9-2020

**WARREN COUNTY PROSECUTOR
Approved as to Form Only**

By: 

**BOARD OF WARREN COUNTY
COMMISSIONERS**



David G. Young, President


Tom Grossmann, Vice President

Shannon Jones, Member
Date 6/16/2020

**WARREN COUNTY PREVENTION RETENTION CONTINGENCY (PRC)
CONTRACT SERVICES PROPOSAL**

1. Organization/Agency Information

EXHIBIT A

Organization/Agency Name:	Warren County Educational Service Center
Address:	1879 Deerfield Road Lebanon, OH 45036
Contact Person:	Dr. Kathie MacNeil
Phone Number:	513.695.2900, ext. 2918
Fax Number:	513.695.2961
Email:	Kathie.MacNeil@warrencountyesc.com
Fiscal Agent:	Warren County Educational Service Center Alleyn Unversaw, Treasurer
Phone Number:	513.695.2900, ext. 3036
Fax Number:	513.695.2961
Email:	Alleyn.Unversaw@warrencountyesc.com

2. Services the Resource Coordinator program provides, and needs/problems addressed:

The Resource Coordinator program provides supports and resources to needy families with academically and otherwise at-risk children. Resource Coordinators focus on low-income students and their families who have been identified within the school system. Resource Coordinators help identify, create, and maintain resources for families.

3. Strategies that will be used:

Resource Coordinator Program Objectives and Menu of Activities:

TO IMPROVE ATTENDANCE:

- If poor attendance is due to lice, provide treatment for family. If lice are chronic and in part due to neglect by parent, encourage school to file “failure to send” on the parent instead of “truancy” on the child. Refer to Children Services when necessary.
- If absences are excused but excessive and questionable, meet with family to help child improve attendance rate. Family may need referred to outside resources depending on the problem.
- Check on student’s address at the request of the Principal.

INCREASING PARENTAL INVOLVEMENT:

- Attend Student Support Team Meetings as requested by the school. If the Resource Coordinator has a role to play, follow up with parents after the meeting.
- Help parents find transportation to a school meeting if necessary.
- Help school obtain needed signatures from parents.
- Encourage parents to become involved in their child’s education and school activities.

CASE MANAGEMENT

- Help assist parents with behavior problems of children and provide referral information.
- Check on parent with a serious medical problem and provide referral information if appropriate.
- Confer with appropriate school staff concerning referrals and give timely feedback.
- Maintain records of referrals and contacts.
- Coordinate with the Coordinated Care/Diversion Program and outside agencies such as Warren County Children Services, Warren County Board of Developmental Disabilities, Department of Health, etc. when needed.
- Make home visits.
- Assist school nurse with a child who has medical problems.

PREPAREDNESS TO LEARN:

- Help parents obtain prescribed medication and glasses for their children.
- Furnish school supplies to needy children.

- Furnish hygiene products to a child when needed.
- Help family in obtaining school clothing when necessary.
- Help families with pre-school children understand some simple literacy tasks they can do to help their child be ready for school.
- Help child/family obtain a needed piece of equipment such as a wheelchair or crutches so a child can be in school.

RESOURCE COORDINATION:

- Refer parents to food pantries, Salvation Army, Hannah’s Treasure Chest, churches, etc. for food and clothing.
- Collect used clothing for families. Find assorted sweatpants, underwear, and socks for each elementary building to use in case of emergency.
- Advise parents how to apply for public assistance, medical cards such as Healthy Start, emergency assistance, day care assistance, food stamps, Ohio Works First, and other programs run by the Warren County Department of Human Services.
- Make referrals to appropriate agencies when needed.

OTHER:

- Attend staff meetings and other school functions as appropriate.
- Work with service organizations such as Rotary, Optimists, etc. They have become a source of assistance to schools and families who have special needs.

4. Timeline for these services:

The contract will be effective July 1, 2020-June 30, 2021.

5. Who will be served:

The Resource Coordinator program will provide services to an average of 160 TANF eligible children per month for a goal total of 1,600 service contacts for the school year. To be PRC eligible, the Federal Poverty Level Percentage for this Program is set at 200%

6. Cost of Service Description:

12 Resource Coordinators and .5 Administrative Assistant will be funded by this grant. In addition, an administrative fee will be charged, not to exceed WCESC’s approved Indirect Cost Recovery Application as approved by the Ohio Department of Education.

WCESC will invoice based on actual expenditures as indicated in the budget grid. A budget verse actual expense report will be submitted with each invoice.

7. Description of Outcome Measures:

A. Expected Outcomes

- Needy families will receive the economic supports needed to succeed (school supplies, coats, lice treatment, food, clothing, etc.)
- Needy families will receive appropriate referrals and assistance in accessing community resources.

B. How will outcomes be measured?

- Number of needy families receiving economic supports
- Number of needy families receiving referrals and assistance in accessing community resources.
- Number of parents and caregivers encouraged to be more involved in child's education.

In addition to tracking of the aforementioned outcomes, a Customer Satisfaction Survey will be given to all families upon completion of services.

8. TANF Goals- Please check the appropriate box which describes the TANF Goals this program will meet:

- | | | |
|-------------------------------------|------------------------|--|
| <input checked="" type="checkbox"/> | TANF Purpose 1: | To provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives. |
| <input type="checkbox"/> | TANF Purpose 2: | To end the dependence of needy parents on government benefits by promoting job preparation, work and marriage. |
| <input type="checkbox"/> | TANF Purpose 3: | To prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies. |
| <input type="checkbox"/> | TANF Purpose 4: | To encourage the formation and maintenance of two-parent families. |

9. Project Budget Narrative- Include all costs associated with this program that you are requesting to receive through PRC/TANF Funding:

Items for the Budget include the following:

1. **Salary/Personnel Costs:** The total allocated salary is the equivalent of twelve (12) FTE Resource Coordinators. Resource Coordinators will be in the following school districts and educational programs: Lebanon (1), Springboro (3), Little Miami (1), Carlisle (1), Kings (1), Warren County Career Center (1), John K. Lazares Alternative School (1), Warren County Learning Center (1), Mason (1) and WCESC Social Communications/Wellness Center (1).
2. **Fringe Benefits:** Benefits include medical, dental, life, worker’s comp, Medicare, and Retirement (STRS).
3. **Administrative Costs:** Administrative Costs for the ESC are calculated, not to exceed the rate approved in the ODE Indirect Cost Application, which fiscal related expenses.

10. Budget Summary

Category	Cost
Salary/Benefits	\$ 661,309.00 12 FTE RCs + .5 Admin Assistant
Administrative	\$ 13,290.00
Total Costs	
Revenue	
Current TANF	\$674,599.00
Total Revenue	\$674,599.00
Additional TANF requested	

WCESC will invoice monthly based upon actual expenditures.

WARREN COUNTY SELF-DECLARATION APPLICATION FOR ESC TANF/PRC SERVICES

Name:	For Agency Use Only
Social Security Number:	
Present Address:	
Telephone/Contact Number:	

EXHIBIT B

1. List EVERYONE living in your household, including yourself.

(If you are a non-custodial parent, list your children residing in Ohio.)

Name	Relationship to Applicant	Age	Source of Income
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

2. Circle your family size below.

Family Size	Monthly Gross Income at 200% of the Federal Poverty Level
1	\$2,082
2	\$2,819
3	\$3,555
4	\$4,292
5	\$5,029
6	\$5,765
7	\$6,502
8	\$7,239

3. Check one:

- I declare that my family's gross monthly income is **at or below** the standard listed.
 I declare that my family's gross monthly income is **above** the standard listed.

4. Please read this statement carefully and respond below:

I reside in Warren County and have a child younger than 19 years of age in Ohio. All members of my household are citizens or qualified aliens. I am not in debt to the Department of Job & Family Services for an OWF or PRC overpayment due to fraud. I am not an unmarried parent under 18 who is not attending school or not living in an adult-supervised living arrangement. No one in my household is a fleeing felon or probation/parole violator. No one in my household is failing to cooperate with the Child Support Enforcement Agency in establishing paternity or securing child support. No one in my household has been found to have fraudulently misrepresented their residence in order to obtain benefits in two or more states.

- YES, I agree with the above statement (it is correct/true for me).
 NO, I disagree with the above statement (it is not correct/true for me).

5. Sign this application.

The information provided above is complete and correct to the best of my knowledge and belief.

Signature of Applicant: _____ Date: _____

Voter Registration Notification: If you are not registered to vote where you live now, would like to register to vote at this time?

- Yes, I want to register to vote. No, I do not want to register to vote.

(If you do not check either box, you will be considered to have decided not to register to vote at this time. This does NOT affect your application for benefits in any way.)

FOR AGENCY USE ONLY			
<input type="checkbox"/> Eligible	<input type="checkbox"/> Decision Letter Given (retain copy)	<input type="checkbox"/> Not Eligible	<input type="checkbox"/> Decision Letter Given (retain copy)
Signature of Worker	Date		

EXHIBIT C

County Name (Pass-Through Agency): Warren County Job & Family Services

Name of Provider (Potential Vendor/Subrecipient): Warren County Educational Services Center

Name of Program: PRC Agreement with ESC

	Indications of a Subrecipient See A-133 §210(b)	Yes	No	Comments
1.	Provider determines who is eligible to receive federal financial assistance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2.	Provider has its performance measured against whether the objectives of the federal program are met.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3.	Provider has responsibility for programmatic decision making.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.	Provider has responsibility for adherence to applicable federal program compliance requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5.	Provider uses the federal funds to carry out its own program as compared to providing goods or services for a program of the pass-through entity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

	Indications of a Vendor See A-133 §210(c)	Yes	No	Comments
6.	Organization provides the goods and services within normal business operations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7.	Organization provides similar goods or services to many different purchasers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
8.	Organization operates in a competitive environment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9.	Organization provides goods or services that are ancillary to the operation of the federal program.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10.	Organization is not subject to compliance requirements of the federal program.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Overall Conclusion	Yes	No	Comments
Provider is a subrecipient.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Conduct Subrecipient Monitoring See OAC 5101:9-1-88
Provider is a vendor.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conduct Contract Monitoring See OAC 5101:9-4-07 (J)(8) or other rule

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

Resolution

Number 20-0839

Adopted Date June 16, 2020

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE-PRESIDENT OF THIS BOARD TO EXECUTE A CONTRACT WITH SOLUTIONS CCRC ON BEHALF OF THE WARREN COUNTY JUVENILE COURT AND MARY HAVEN YOUTH CENTER

BE IT RESOLVED, to approve and authorize the President and/or Vice-President of this Board to execute a contract with Solutions CCRC effective June 1, 2020 to May 1, 2021, on behalf of the Warren County Juvenile Court and Mary Haven Youth Center; Copy of agreement 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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Solutions CCRC
Juvenile (file)

CONTRACT FOR ON-SITE BEHAVIORAL HEALTH SERVICES

Program Description

This is an Agreement, effective the date last signed below, between Warren County Board of Commissioners, on behalf of Warren County Juvenile Court and Mary Haven Youth Center, 900 Memorial Drive, Lebanon, Ohio 45036, and Solutions CCRC, with a business address of 475 Kingsview Drive, Lebanon, Ohio 45036 for the provision of psychiatric services.

Psychiatric services are offered on-site to assist Mary Haven Youth Center [herewithin referred to as Program] and Juvenile Court to address behavioral/mental health for adolescents in these facilities. A Solutions CCRC [herewithin referred to Agency] prescriber will arrange one afternoon per month as the need arises to come to Mary Haven. Services will be billed to Mary Haven at an hourly rate of \$250. Interpreter services are available for therapeutic services.

Goal and Objectives

To increase and expand on-site behavioral health services at the Warren County Mary Haven and juvenile detention facilities.

Agency shall provide one certified, licensed prescriber to provide medication management services on-site. The prescriber will provide medication management, consultation to staff and prescriptions for needed medications. This service will be arranged monthly as needed with possible reduction in time based on needs.

Terms and Conditions

The Agency will not serve in any roles that are part of Mary Haven responsibilities (i.e. discipline or monitoring of adolescents, etc.).

Regular communication about clients between pertinent staff of the Program and the Agency prescriber is encouraged. In order for client-specific communication to be shared with the prescriber, the client and parent/legal guardian must sign an Authorization for Release/exchange of Information to allow the exchange of protected health information.

Treatment will be provided at the intensity indicated by specific service type(s), and in locations that are deemed most suited to the issues presenting in each case, based on best practice models for treatment, client and family preference, and clinical judgment. Family involvement is strongly encouraged, and the clinician will work with families to make access to services as convenient as possible.

The Agency shall maintain professional liability insurance for all services delivered to the Program in the amount of \$1,000,000.00 per incident and \$3,000,000.00 in aggregate.

Mary Haven shall pay the Agency \$250/hour for psychiatric services. This rate will reimburse the agency for securing a prescriber at Mary Haven. In the event of concerns on behalf of either party, discussions will be held between Solutions and Mary Haven to ensure that needs are being met for all parties and to ensure that adolescents are receiving adequate and appropriate treatment.

Mary Haven will not be responsible for any supervisory roles surrounding the prescriber position.

In order to facilitate the prescriber providing services at Mary Haven, Mary Haven staff will be responsible for the following:

- Ensure private, regular office space for the prescriber to have confidential, safe interviews.
- Assign one staff person to coordinate services with the prescriber
- Collaborate with prescriber to make adolescents available for sessions
- Notify the Child and Adolescent Program Director at Solutions of any concerns or complaints in connection with the services.

The term of this contract shall be for twelve months, or in any event shall expire on May 1, 2021.

The contract may be terminated for convenience by either party during the term of the agreement only upon written notice to the other party of no less than 60 days.


For Warren County Board of Commissioners

 6/16/2020

President/ Vice President Date

Resolution No. 20-0839

Reviewed and Approved as to Form,



Assistant Prosecuting Attorney Adam M. Nier
Warren County, Ohio

For Solutions Community Counseling and Recovery Centers:

Angela Johnson CEO
Angela Johnson, CEO

5-21-20
Date

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

Resolution

Number 20-0840

Adopted Date June 16, 2020

APPROVE AND ENTER INTO AGREEMENT WITH CINCINNATI NATURE CENTER ON BEHALF OF THE WARREN COUNTY JUVENILE COURT MARY HAVEN YOUTH CENTER

BE IT RESOLVED, to approve and enter into an agreement with Cincinnati Nature Center on behalf of the Warren County Juvenile Court Mary Haven Youth Center as a Consulting and Habitat Restoration Agency, Copy of agreement attached hereto and made a part hereof.

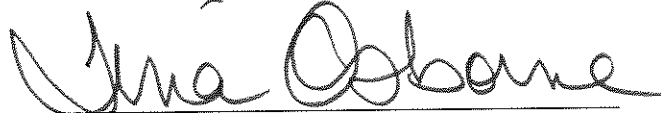
BE IT FURTHER RESOLVED, that these services will be paid for out of the John Mclean Fund and no funds will be required from the County for this agreement.

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Cincinnati Nature Center
Juvenile (file)

Proposal for
Mary Haven Youth Center
Mary Haven Prairie & Pollinator Garden

900 Memorial Drive Lebanon Ohio 45036

Prepared by Cory Christopher
cchristopher@cincynature.org
(513)965-3352



SUMMARY

The following proposal outlines the creation of a half-acre prairie with abundant forb (flowering) species to support a robust native pollinator community. The incorporation of native grasses into the landscape will provide important nesting habitat for grassland birds, as well as providing overwintering habitat for pollinators. The inclusion of diverse flowering species will provide valuable pollinator resources while also enhancing the aesthetic appeal of the site. If properly maintained until it is established, reconstructed prairies require little maintenance relative to turf. However, because each ecological restoration project is different, and because much of the work is weather dependent, it is incredibly difficult to predict the precise installation and maintenance protocols or timelines. Patience during the installation and during the first two growing seasons is important for long term success.

TIMELINE & PROCESS

Prairie

Field preparation is expected to begin September 2020. This will include treatment of the existing grass with herbicide (aquatic safe glyphosate). A second treatment, or in some cases a third, may be required to eliminate the turf and clumping exotic grasses that are currently established. Two weeks will be required between herbicide treatments and between the final herbicide treatment and seeding. Temperatures of 40 degrees F are required for spraying to be effective. Preliminary survey of the site for desirable natives is suggested before herbicide treatment. Depending upon the remaining vegetation after herbicide treatment, a final mowing may be necessary.

After herbicide application, we anticipate that the field will need to be *lightly* tilled to remove dead surface vegetation. Once prepped, seed will be broadcast with push and hand-held broadcasters. A final raking of the site is suggested. Depending upon weather, irrigation may be necessary until seeds have germinated and plants have become established. Irrigation is the responsibility of Mary Haven, but we are able to provide guidance on when or if irrigation is necessary.

This timeline and these methods may change depending upon site conditions or the development of more effective Best Management Practices.

Pollinator Garden

We recommend the installation of a pollinator garden at the southern entry to the prairie. Benches and signage could eventually be added in this area to give teachers a staging and instruction area for students visiting the prairie. A typical selection of plants (see Table 1) for pollinator gardens includes Butterfly Milkweed, Purple Coneflower, Foxglove Beardtongue, New England Aster, Goldenrod, Joe Pye Weed (*Eupatorium* spp.), and Yellow Coneflower. Other species are available, and we welcome feedback from teachers, students, and administrators in species selection. We also encourage teachers, parents, students, and administration to get involved with the installation of the pollinator gardens. Garden installation is expected to occur in September 2020.

ON-GOING MAINTENANCE

We will visit the site two weeks and 1 month post installation to assess progress. We will also provide you with maintenance recommendations. These recommendations will include a mowing schedule intended to reduce the growth of unwanted weeds. During the first growing season, we suggest mowing the field each time the vegetation reaches a height of 18" to 20". Given average growth rates of the species in the seed mix, this equates to approximately 4 mows over the first year. This regime may need to be repeated in the second year, depending upon performance during the first growing season. The Conservation staff at the Cincinnati Nature Center can be scheduled to mow the prairie during its early establishment for an additional \$500 per visit. Consultations post-installation are available for \$100 per hour visit. Phone consults are provided at no charge.

SPECIES LIST

The following species are included in the *CNC Prairie Seed Mix*, organized by grass / forb, and in approximate order of the amount (in grams) of seeds included. Please note that, due to differences in prairie location and species traits, the final diversity and composition of your prairie is not necessarily the same as the diversity and composition of the seed mixture. Both CNC and our seed provider must retain the right to change the seed mixture without notice due to seed availability. A final species list will be provided.

Table 1: Species list for *CNC Prairie Seed Mix*; mature plants incorporated into the pollinator garden are also included.

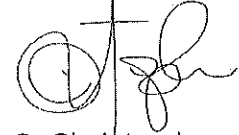
	Common Name	Genus species
Grasses	Side-oats Grama	<i>Bouteloua curtipendula</i>
	Nodding Wild Rye	<i>Elymus canadensis</i>
	Little Bluestem	<i>Schizachyrium scoparium</i>
	Indian Grass	<i>Sorghastrum nutans</i>
	Prairie Dropseed	<i>Sporobolus heterolepis</i>
	Common Milkweed	<i>Asclepias syriaca</i>
	Butterfly Weed	<i>Asclepias tuberosa</i>
	Sky Blue Aster	<i>Aster azureus</i>
	New England Aster	<i>Aster novae-angliae</i>
	White Wild Indigo	<i>Baptisia alba (macrophylla)</i>
Forbs (Flowering)	Blue False Indigo	<i>Baptisia australis</i>
	Partridge Pea	<i>Chamaecrista fasciculata</i>
	Lanceleaf Coreopsis	<i>Coreopsis lanceolata</i>
	Purple Prairie Clover	<i>Dalea purpurea</i>
	Purple Coneflower	<i>Echinacea purpurea</i>
	Rattlesnake Master	<i>Eryngium yuccifolium</i>
	Sweet Joe Pye	<i>Eupatorium purpureum</i>
	Indian Blanket	<i>Gaillardia pulchella</i>
	Ox Eye Sunflower	<i>Heliopsis helianthoides</i>
	Roundheaded Bushclover	<i>Lespedeza capitata</i>
	Dense Blazingstar	<i>Liatris spicata</i>
	Great Lobelia	<i>Lobelia siphilitica</i>
	Lemon Mint	<i>Monarda citriodora</i>
	Wild Bergamot	<i>Monarda fistulosa</i>
	Foxglove Beardtongue	<i>Penstemon digitalis</i>
	Obedient Plant-Purple	<i>Physostegia virginiana</i>
	Yellow Coneflower	<i>Ratibida pinnata</i>
	Black-eyed Susan	<i>Rudbeckia hirta</i>
	Cup Plant	<i>Silphium perfoliatum</i>
	Prairie Dock	<i>Silphium terebinthinaceum</i>
Ohio Goldenrod	<i>Solidago ohioensis</i>	
Stiff Goldenrod	<i>Solidago rigida</i>	
Culver's Root	<i>Veronicastrum virginicum</i>	
Golden Alexanders	<i>Zizia aurea</i>	

ESTIMATED COSTS, *excluding on-going maintenance.*

Seed	600
Plants (50 @ 12)	600
Installation (includes site preparation)	850
Transport & Mileage	295
<i>Less 25% education discount for plants</i>	<i>-150</i>
<hr/>	
Estimated Total	\$2,195

If you have any questions or concerns about this proposal, please feel free to reach out to me via email (cchristopher@cincynature.org) or by phone (513-254-8469). I look forward to working with you!

Sincerely,



Cory C. Christopher
Director, Conservation
Cincinnati Nature Center

Contract for Consulting & Habitat Restoration

This Consulting & Habitat Restoration Services Contract (the "Agreement") states the terms and conditions that govern the contractual agreement between Cincinnati Nature Center, having its principal place of business at 4949 Teal Town Road, Milford, Ohio 45150 (the "Cincinnati Nature Center") and Mary Haven Youth Center at 900 Memorial Dr, Lebanon, OH 45036.

WHEREAS, the Cincinnati Nature Center is engaged in the business of offering consulting & habitat restoration services; and

WHEREAS, the Client desires to retain the services of the Cincinnati Nature Center to render habitat restoration services conforming to the Client's design and direction according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Cincinnati Nature Center and the Client (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

1. The Property

The location at which the Cincinnati Nature Center shall perform such services is located at 570 Justice Dr, Lebanon, OH 45036 (the "Property"). The Client warrants and represents that the Client either owns the Property holds the authority to engage the Cincinnati Nature Center for the consulting & habitat restoration services requested on the Property.

2. Term

The Cincinnati Nature Center shall perform the consulting & habitat restoration services described herein from September 2020 through November 2020, and continuing once per month thereafter for 4 months, per the installation and ongoing maintenance timeline outlined above.

a. Either Party may terminate this Agreement for any reason within 30 days written notice to the other Party.

3. Consulting & Habitat Restoration Services

The Cincinnati Nature Center agrees that it shall perform the consulting & habitat restoration services described in the above "Mary Haven Prairie and Pollinator Garden" proposal. In the event the Client changes the scope of the consulting & habitat restoration services after executing this Agreement, the cost of services and/or materials may increase. Further, because the restoration of natural areas is highly dependent on environmental variables including weather; discovery of dangerous conditions (e.g., buried wire, trash); nuisance wildlife; and any acts of nature that are unpredictable but present a danger to workers, the continuation of the work may be stalled or terminated altogether without prior notice to the Client.

4. Compensation

In consideration for the Consulting Services, the Client shall pay the Cincinnati Nature Center a total project cost of \$2,195. The Cincinnati Nature Center shall invoice the Client after work is complete, and such invoices shall be due and payable within 30 days of the Client's receipt of the invoice.

5. Client Responsibilities

The Client shall be responsible for the following to ensure the consulting and habitat restoration services are sufficiently performed:

a. Accurately apprise the Cincinnati Nature Center as to the property lines of the Property to ensure the Cincinnati Nature Center does not encroach on any third party's property.

b. Accurately apprise the Cincinnati Nature Center as to any subsurface utility and service lines including (but not limited to) electrical, telephone, and gas lines.

6. Cincinnati Nature Center Responsibilities

In performing the Consulting & habitat restoration services, the Cincinnati Nature Center shall be responsible for the following:

- a. Obtaining any permits required to perform the consulting & habitat restoration services.
- b. Oversight of the materials to be purchased to perform the consulting & habitat restoration services.
- c. Clean the Property and remove all debris after performing the consulting & habitat restoration services.
- d. Obtaining liability insurance of \$2 million dollars (\$1 million per occurrence) for bodily injury, death, and property damage.

7. Promotion

The Client hereby authorizes the Cincinnati Nature Center to take photographs of the Client's property for the use of promoting the Cincinnati Nature Center's consulting & habitat restoration services at the Cincinnati Nature Center's discretion and grants the Cincinnati Nature Center the sole right in the intellectual property of any such photographs.

8. Liability

Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

9. No Modification Unless in Writing

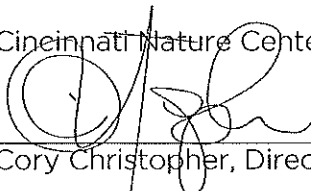
No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

10. Applicable Law

This Consulting Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Ohio and subject to the exclusive jurisdiction of the federal and state courts located in Warren County, Ohio.

WITNESS WHEREOF, each of the Parties has executed this Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

Cincinnati Nature Center



 Cory Christopher, Director of Conservation

6/8/2020

 Date

Signature of Authorized Client Representative

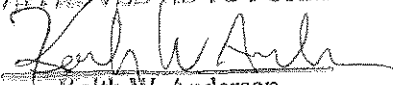
_____ Date

Printed Name of Authorized Client Representative

6/16/2020

 Date

APPROVED AS TO FORM



 Keith W. Anderson
 Asst. Prosecuting Attorney

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

Resolution

Number 20-0841

Adopted Date June 16, 2020

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO CLASSROOM TRAINING AGREEMENTS ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into Classroom Training Agreements with the following educational institutions, as attached hereto and made part hereof:

Butler Technology and Career Development
Center
640 Hamilton Lebanon Road
Monroe, OH 45050

Elite Welding Academy
9740 Near Drive
Cincinnati, Ohio 45246

Napier Truck Driver Training
3113 Dixie Highway
Hamilton, OH 45015

Dental Assistant Pro
767 Columbus Avenue
Lebanon, Ohio 45036

Sinclair Community College
444 West Third Street
Dayton, OH 45402

Great Oaks Career Campuses
110 great Oaks Drive
Cincinnati, Ohio 45241

Breakthrough Performance Group
6693 liberty Park Drive
Liberty Township, OH 45044

Ohio Business College truck Driving Academy
640 Hamilton Lebanon Road
Monroe, Ohio 45050

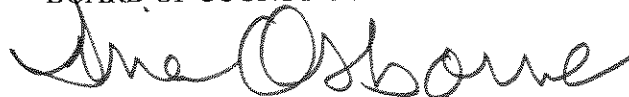
National Education Seminars, INC
DBA Hondros College of Nursing
7592 Tyler's Place Boulevard
West Chester, Ohio 45069

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—OhioMeansJobs
OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Butler Technology and Career Development Schools, 640 Hamilton Lebanon Road, Monroe, Ohio 45050**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as computer software and hardware technologies, networking technologies, business and office technologies, diversified medical occupations, electrical and electronic technologies, building and machine trades, fire and police technologies, heating and air conditioning, industrial maintenance technologies and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2021. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will

9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.
10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Napier Truck Driver Training, 3113 Dixie Highway, Hamilton, Ohio 45015**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as tractor trailer truck driver training.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2021. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Sinclair Community College, 444 West Third Street, Dayton, Ohio 45402**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as computer software and hardware technologies, networking technologies, business and office technologies, diversified medical occupations, electrical and electronic technologies, building and machine trades, fire and police technologies, heating and air conditioning, industrial maintenance technologies and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2021. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to

prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have

reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

Assurances and Certifications:


1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:

Warren County Board of Commissioners

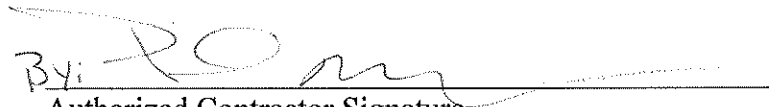
David G. Young, President



6/16/2020
Date

Contractor

By: _____
Authorized Contractor Signature



6-9-2020
Date

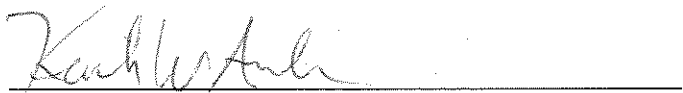
PAUL Murphy
Director of Business Services

Typed Name of Authorized Contractor

Date

Approved as to form:

Keith Anderson, Asst. Prosecutor



6-9-2020
Date

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Breakthrough Performance Group, 6693 Liberty Park Drive, Liberty Township, Ohio 45044**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as computer software and hardware technologies, networking technologies, business and office technologies, diversified medical occupations, electrical and electronic technologies, building and machine trades, fire and police technologies, heating and air conditioning, industrial maintenance technologies and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2021. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to

prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have

reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

Assurances and Certifications:

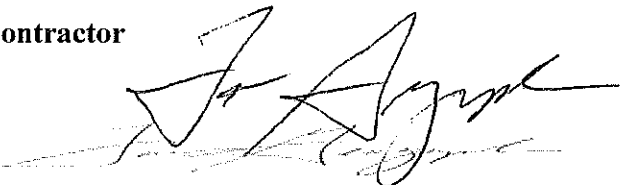
1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:

Warren County Board of Commissioners

David G. Young President  6/16/2020
Date

Contractor


Authorized Contractor Signature 6/8/2020
Date

Tasos Georgopoulos 6/8/2020

Typed Name of Authorized Contractor Date

Approved as to form:



Keith Anderson, Asst. Prosecutor 6-9-2020
Date

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and National Education Seminars, Inc., dba Hondros College of Nursing, 7592 Tyler's Place Boulevard, West Chester, Ohio 45069, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as tractor trailer truck driver training.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2021. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to

require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

Assurances and Certifications:

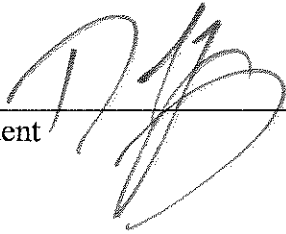
1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:

Warren County Board of Commissioners

David G. Young, President



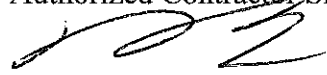
6/14/2020
Date

Contractor

Jeremy W. Hoshor-Johnson

June 8, 2020

Authorized Contractor Signature



Date
6/8/2020

Dr. Jeremy W. Hoshor-Johnson, Executive Vice President

June 8, 2020

Typed Name of Authorized Contractor

CAMPUS EXECUTIVE DIRECTOR

Date
6/8/2020

Approved as to form:

Keith Anderson

Keith Anderson, Asst. Prosecutor

6-9-2020
Date

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Elite Welding Academy, 9740 Near Drive, Cincinnati, Ohio 45246**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the contractor may provide occupational skills training such as welding technologies and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2021. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to

- require immediate dismissal as per Contractor written policies in the course catalog.
10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
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 12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
 13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.


Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:


Warren County Board of Commissioners



David G. Young, President

6/16/2020
Date

Contractor



Authorized Contractor Signature

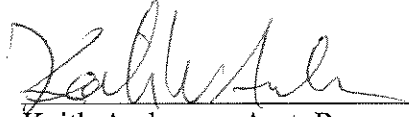
6/8/2020
Date

Genesis Thomas

Typed Name of Authorized Contractor

6/8/2020
Date

Approved as to form:



Keith Anderson, Asst. Prosecutor

6/9/2020
Date

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Dental Assistant Pro, 767 Columbus Avenue, Lebanon, Ohio 45036**, hereinafter referred to as "Contractor".

Purpose:

This agreement is entered into in order that the Contractor may provide occupational trainings such as Dental Assistant Training and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2021. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to

require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change

causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.

2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:

Warren County Board of Commissioners

David G. Young, President



6/16/2020

Date

Contractor

Authorized Contractor Signature



6/8/2020

Date

DR. GREGG L. TESTERMAN

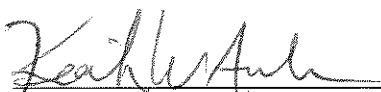
Typed Name of Authorized Contractor

6/8/2020

Date

Approved as to form:

Keith Anderson, Asst. Prosecutor



6-20-20

Date

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Great Oaks Career Campuses, 110 Great Oaks Drive, Cincinnati Ohio 45241**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as computer software and hardware technologies, networking technologies, business and office technologies, diversified medical occupations, electrical and electronic technologies, building and machine trades, fire and police technologies, heating and air conditioning, industrial maintenance technologies and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2021. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.

2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.

5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:

Warren County Board of Commissioners

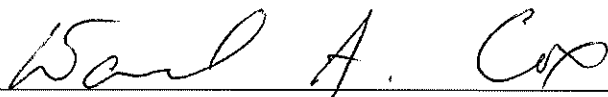
David G. Young, President



6/16/2020
Date

Contractor

Authorized Contractor Signature



6-8-20
Date

Typed Name of Authorized Contractor

DANIEL A. COX

6-8-20
Date

Approved as to form:

Keith Anderson, Asst. Prosecutor



6-9-2020
Date

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Ohio Business College Truck Driving Academy, 6690 Germantown Road, Middletown, OH 45042**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as tractor trailer truck driver training.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2021. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to

require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:

Warren County Board of Commissioners

David G. Young, President



6/10/2020
Date

Contractor

Melina Warner
Authorized Contractor Signature

6/10/20
Date

Melissa Warner
Typed Name of Authorized Contractor

6/10/20
Date

Approved as to form:

Keith Anderson, Asst. Prosecutor

6-11-20
Date

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

Resolution

Number 20-0842

Adopted Date June 16, 2020

APPROVE AND AUTHORIZE COUNTY ADMINISTRATOR TO ENTER INTO AGREEMENT WITH TO ENTER INTO A YOUTH WORKSITE AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

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


Warren County Armco Park
1223 OH-741
Lebanon, Ohio 45036

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, 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 16 day of June, 2020, 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, **Warren County Armco Park, 1223 OH-741, Lebanon, OH 45036** hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Work Experience Program from date of action by the Board of Commissioners through June 30, 2021.

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 Work Experience 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 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.

- I. 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.
- J. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- K. 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.
- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. 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.

Q. 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 WarrenCounty 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 WarrenCounty. 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 (worksite) 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.

R. 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:
see county manual	

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 16th
day of June, 2020.

WARRENCOUNTYBOARD OF COMMISSIONERS:

David G. Young, President 

WORKSITE:

Warren County Park District
Worksite Name

L. Esth _____ Date _____
Signature/Worksite Administrator

Larry Easton
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.

NA _____ Date _____
Signature of Authorized Organized Labor Representative

OhioMeansJobs Warren County

Matt Fetty _____ 6/9/20
Matt Fetty OMJWC, Director Date

APPROVED AS TO FORM:

Keith Anderson
Keith Anderson, Assistant Prosecuting Attorney

Attachment A

Warren Co. TANF Summer Youth Employment Program
Request Form

I. Agency Information:

Agency Name: Warren County Park District
 Address: 1267 N. St Rt 741 Lebanon, OH 45036
 Phone: 513-695-1109 E-mail parks@co.warren.oh.us
 Agency Administrator: LARRY EASTERLY
 Contact Person: Vicky VonHolle, Rick Frye
 FEIN#: 31-6000058

II. Program Information: Work for the youth will begin at the worksite on or about June 2020 and continue until on or about OCTOBER 2020. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of ___ hours per week, normally ___ 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?
<u>WC Armco Park</u>	<u>Rick Frye</u> <u>513-836-0438</u>			From: To: <u>7:00/3:00</u>	Yes <input checked="" type="radio"/> 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 ARMCO PARK: MULCHING, PAINTING, WEEDING, GENERAL LABOR

Worksite #2 ARMCO BASEBALL PARK: FIELD LINES, BASES CLEANED, INFIELD RAKE.

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.


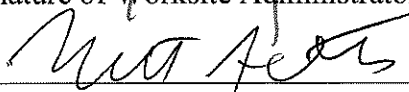
Training and safety instructions must be provided by worksite personnel if skilled or special equipment is required to perform the tasks described in this agreement. Youth work activities are governed by the applicable State and Federal Child Labor Laws.

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.

EDUCATION COMPONENT INDOORS.

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  5-20-20
Signature of Worksite Administrator/Title Date
 6/9/20

Matt Fetty, Director, OhioMeansJobs Warren County

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

GROUNDS 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 20-0843

Adopted Date June 16, 2020

AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH BIS DIGITAL, INC. FOR DIGITAL RECORDING SYSTEM SUPPORT AND MAINTENANCE FOR THE WARREN COUNTY PROSECUTOR'S OFFICE

WHEREAS, this Board of County Commissioners (the "Board") on behalf of the Warren County Prosecutor's Office requires an updated agreement for digital recording system support and maintenance;

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board of County Commissioners to execute the Software Assurance Subscription (SAS) Agreement with BIS Digital, Inc. on behalf of the Warren County Prosecutor's Office. Copy of said agreement 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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—BIS Digital, Inc.
Prosecutor (file)



Software Assurance Agreement (SAS)

Between:

BIS Digital, Inc.
1350 NE 56th Street, Suite 300
Fort Lauderdale, FL 33334-6142
Phone: (800) 834-7674
Fax: (877) 858-5611
Email: support@bisdigital.com

And:

Warren County Prosecutor's Office
520 Justice Dr,
Lebanon, OH 45036
Phone: (513) 695-1870
Contract #: 21-08-A-77181-M-50012046

BIS Digital, Inc. or its appointed service representative agrees to provide system support for the software and hardware listed below, in accordance with the terms and conditions of this agreement.

1. TERMS AND CONDITIONS

- A. The term of this agreement is for a period of twelve (12) months from the effective date. Upon expiration of the term, this agreement shall automatically renew for successive periods of twelve (12) months unless one party provides written notice to the other party of its intent to terminate this agreement in which case it shall terminate sixty (60) days from the date of the notice. In the event of early termination of service agreement, BIS Digital, Inc. will refund monies based upon contract amount prepaid by customer less actual cost of service provided during abbreviated term, or pro-rated amount based upon time remaining in contract term rounded to end of month of termination, whichever is less.
- E. BIS agrees to provide customer with no less than ninety 90 days notice in the event of any price increases.



2. COVERAGES

- A. DCR Software (all BIS Digital supplied licenses) will receive annual upgrades as they become available. BIS Digital will provide on-line user training as well as on-line diagnosis and repair (web connection required).
- B. Hardware & Hardware Accessories: Repair and/or replacements of defective hardware is not covered under this agreement. Customer may ship defective hardware to BIS Digital, Inc. for repair at BIS published service rates. If defective hardware sent to BIS Digital, Inc. is deemed un-repairable, customer will be responsible for replacement at their expense.
- C. BIS Digital Technical Support: Telephone, remote and on-site technical support are not covered under this agreement; however, BIS Digital can provide technical support on-demand at the BIS published non-service agreement service rates.

3. CUSTOMER RESPONSIBILITY

- A. A proper backup of all data on a regular interval.
- B. A user-appointed systems administrator to act as a liaison with the support department.

Initials:

 / 
BIS Digital Customer



4. CONFIDENTIALITY
 - A. BIS Digital, Inc. agrees that all data that may be entered into the system is strictly confidential and shall remain the property of the user. BIS Digital shall not, without prior written consent, disclose to any third party any such data acquired in connection with this agreement or any other services.

5. PAYMENT
 - A. Invoices shall be sent once per year and payment shall be due in full upon receipt.
 - B. At BIS Digital option, support coverage may be halted for non-payment of any invoice greater than sixty (60) days beyond the due date.

6. LIABILITY
 - A. In no event shall BIS Digital, Inc. be liable for any direct or indirect losses or damages, or any other claims arising in connection with this agreement to the user, including loss of data or earnings due to equipment down time.
 - B. BIS Digital's sole responsibility with respect to the maintenance and support shall be limited to those outlined in this agreement.
 - C. The laws of the State of Ohio shall govern this agreement and any litigation shall occur in Warren County, Ohio.


This contract covers the following equipment

Purchased on invoice# 77181

Installed on 8/30/2019

- DCR 4ch Digital A/V Recording Software Assurance (1)

Initials:


BIS Digital / Customer




The terms and conditions stated herein form the complete agreement between the parties. Any additions to this agreement (new systems) will be prorated to coincide with this contract.

Effective Date: 8/30/2020
Contract #: 21-08-A-77181/M-50012046
Annual Contract Amount: \$350.00

Accepted By:

BIS Digital, Inc.

Warren County Prosecutor's Office



By Steve Coldren



By

President
Title

Prosecuting Attorney

Title

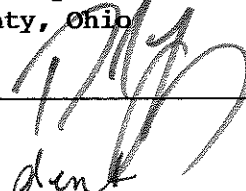
May 28, 2020

Date

6-10-2020

Date

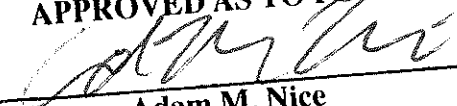
Board of County Commissioners
Warren County, Ohio



By
President

Title

APPROVED AS TO FORM




Adam M. Nice
Asst. Prosecuting Attorney

6/10/2020

Date

Initials:



BIS Digital Customer

AFFIDAVIT OF NON COLLUSION

STATE OF FLORIDA
COUNTY OF BROWARD

I, Steve Coldren, holding the title and position of President at the firm BIS DIGITAL, INC., affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

[Signature]
AFFIANT

Subscribed and sworn to before me this 28th day of MAY 20 20

[Signature]
(Notary Public),
BROWARD County.



My commission expires _____ 20 _____

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

Resolution

Number 20-0844

Adopted Date June 16, 2020

ACKNOWLEDGE RECEIPT OF MAY 2020 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the May 2020 County Financial Statement for Funds #1101 through #6650; 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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor (file)
S. Spencer
Tina Osborne

Financial Statement for 2020 Period 5



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	51,908,221.04	6,180,978.97	6,463,121.49	51,626,078.52	397,418.74	52,023,497.26
2201	SENIOR CITIZENS SERVICE LEVY	11,489,597.20	411,073.81	687,311.53	11,213,359.48	0.00	11,213,359.48
2202	MOTOR VEHICLE	4,836,240.97	634,299.15	537,225.56	4,933,314.56	29,836.30	4,963,150.86
2203	HUMAN SERVICES	774,995.22	667,769.79	435,721.16	1,007,043.85	24,666.51	1,031,710.36
2205	BOARD OF DEVELOPMENTAL DISABIL	38,942,686.85	985,460.24	1,079,073.53	38,849,073.56	69,837.60	38,918,911.16
2206	DOG AND KENNEL	682,363.58	12,702.85	34,110.81	660,955.62	652.56	661,608.18
2207	LAW LIBRARY RESOURCES FUND	336,854.00	14,999.22	33,081.67	318,771.55	0.00	318,771.55
2208	CO&TRANSIT MEDICAID SALES TAX	835,463.72	0.00	0.00	835,463.72	0.00	835,463.72
2209	BOE CYBERSECURITY UPGRADE	0.00	678.30	678.30	0.00	0.00	0.00
2215	VETERAN'S MEMORIAL	4,222.14	0.00	0.00	4,222.14	0.00	4,222.14
2216	RECORDER TECH FUND 317.321	326,926.05	12,590.50	897.28	338,619.27	0.00	338,619.27
2217	BOE TECHNOLOGY FUND 3501.17	1,850,821.45	0.00	25,042.70	1,825,778.75	0.00	1,825,778.75
2218	COORDINATED CARE	695,150.58	9,280.00	29,500.00	674,930.58	12,000.00	686,930.58
2219	WIRELESS 911 GOVERNMENT ASSIST	271,728.62	17,963.90	15,795.52	273,897.00	0.00	273,897.00
2220	CP INDIGENT DRVR INTRLK/MONITG	5,402.43	60.54	0.00	5,462.97	0.00	5,462.97
2221	CC/MC INDIGENT DRIVER INTERLOC	99,221.88	1,002.68	0.00	100,224.56	0.00	100,224.56
2222	JUV INDIGENT DRIVER INTERLOCK	1,615.88	139.47	0.00	1,755.35	0.00	1,755.35
2223	PROBATE/JUVENILE SPECIAL PROJ	238,030.45	925.22	1,605.33	237,350.34	0.00	237,350.34
2224	COMMON PLEAS SPECIAL PROJECTS	282,445.47	5,183.00	12,479.95	275,148.52	0.00	275,148.52
2227	PROBATION SUPERVISION 2951.021	596,039.41	11,538.54	8,366.73	599,211.22	900.00	600,111.22
2228	MENTAL HEALTH GRANT	96,369.91	7,500.00	7,471.66	96,398.25	0.00	96,398.25
2229	MUNICIPAL MOTOR VEH PERMIS TAX	1,934,883.63	24,075.84	0.00	1,958,959.47	0.00	1,958,959.47
2231	CO LODGING ADD'L 1%	32,645.61	17,175.77	33,261.50	16,559.88	0.00	16,559.88
2233	DOMESTIC SHELTER	12,033.74	2,371.00	0.00	14,404.74	0.00	14,404.74
2237	REAL ESTATE ASSESSMENT	5,329,445.49	75.00	109,427.76	5,220,092.73	47,599.87	5,267,692.60
2238	WORKFORCE INVESTMENT BOARD	25,373.48	246,560.33	198,951.44	72,982.37	66,506.59	139,486.96
2243	JUVENILE GRANTS	303,578.32	2,164.80	8,351.41	297,391.71	0.00	297,391.71
2245	CRIME VICTIM GRANT FUND	27,530.32	6,102.19	10,900.37	22,732.14	28.50	22,760.64
2246	JUVENILE INDIGENT DRIVER ALCOH	23,302.72	0.00	0.00	23,302.72	0.00	23,302.72
2247	FELONY DELINQUENT CARE/CUSTODY	587,569.19	0.00	86,298.82	501,270.37	781.13	502,051.50
2248	TAX CERTIFICATE ADMIN FUND	28,014.99	0.00	0.00	28,014.99	0.00	28,014.99

Financial Statement for 2020 Period 5



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2249	DTAC-DELINQ TAX & ASSESS COLLE	686,296.06	1,200.00	21,765.32	665,730.74	421.64	666,152.38
2250	CERT OF TITLE ADMIN FUND	4,229,942.86	66,093.42	117,199.36	4,178,836.92	6,104.55	4,184,941.47
2251	COAP GRANT - OPIOID ABUSE PROG	332,662.63	88,643.32	32,465.85	388,840.10	28,750.46	417,590.56
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	61,426.38	0.00	7,566.07	53,860.31	163.66	54,023.97
2255	MUNICIPAL VICTIM WITNESS FUND	108,749.01	0.00	8,908.11	99,840.90	0.00	99,840.90
2256	WARREN COUNTY SOLID WASTE DIST	1,249,613.35	7,791.05	15,696.48	1,241,707.92	521.83	1,242,229.75
2257	OHIO PEACE OFFICER TRAINING	81,482.00	0.00	0.00	81,482.00	0.00	81,482.00
2258	WORKFORCE INVESTMENT ACT FUND	73,662.94	18,000.00	50,523.04	41,139.90	186.70	41,326.60
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	200.01	0.00	0.00	200.01	0.00	200.01
2262	COMMUNITY CORRECTIONS MONITORI	541,684.71	14,291.22	16,723.35	539,252.58	90.00	539,342.58
2263	CHILD SUPPORT ENFORCEMENT	830,526.58	340,789.18	334,241.69	837,074.07	789.09	837,863.16
2264	EMERGENCY MANAGEMENT AGENCY	159,782.19	0.00	52,708.62	107,073.57	0.00	107,073.57
2265	COMMUNITY DEVELOPMENT	593,487.91	34,386.00	10,337.65	617,536.26	1,050.73	618,586.99
2266	COMM DEV-ENT ZONE MONITOR FEES	105,563.00	0.00	0.00	105,563.00	0.00	105,563.00
2267	LOEB FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00	0.00
2268	INDIGENT GUARDIANSHIP FUND	209,767.70	920.00	152.05	210,535.65	0.00	210,535.65
2269	INDIGENT DRIVER ALCOHOL TREATM	568,709.74	3,041.60	0.00	571,751.34	0.00	571,751.34
2270	JUVENILE TREATMENT CENTER	528,367.91	10,063.22	116,895.22	421,535.91	344.34	421,880.25
2271	DTAC-PROSECUTOR ORC 321.261	246,483.34	0.00	19,801.05	226,682.29	0.00	226,682.29
2272	CP INDIGENT DRVR ALC TREATMT	11,586.08	0.00	0.00	11,586.08	0.00	11,586.08
2273	CHILDREN SERVICES	7,573,839.62	488,686.80	699,255.32	7,363,271.10	338,750.91	7,702,022.01
2274	COUNTY COURT COMPUTR 1907.261A	59,629.06	630.00	27.00	60,232.06	27.00	60,259.06
2275	COUNTY CRT CLK COMP 1907.261B	40,234.92	1,616.00	0.00	41,850.92	0.00	41,850.92
2276	PROBATE COMPUTER 2101.162	80,434.76	276.00	0.00	80,710.76	0.00	80,710.76
2277	PROBATE CLERK COMPUTR 2101.162	213,105.01	920.00	0.00	214,025.01	0.00	214,025.01
2278	JUVENILE CLK COMPUTR 2151.541	10,600.66	62,054.22	0.00	72,654.88	0.00	72,654.88
2279	JUVENILE COMPUTER 2151.541	36,604.53	80.23	0.00	36,684.76	0.00	36,684.76

Financial Statement for 2020 Period 5



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2280	COMMON PLEAS COMPUTER 2303.201	38,256.74	744.00	0.00	39,000.74	0.00	39,000.74
2281	DOMESTIC REL COMPUTER 2301.031	13,168.07	189.00	0.00	13,357.07	0.00	13,357.07
2282	CLERK COURTS COMPUTER 2303.201	282,805.23	2,921.00	0.00	285,726.23	0.00	285,726.23
2283	COUNTY CT SPEC PROJ 1907.24B1	1,699,956.64	10,010.13	2,484.11	1,707,482.66	1,133.53	1,708,616.19
2284	COGNITIVE INTERVENTION PROGRAM	363,710.41	885.00	6,382.91	358,212.50	102.50	358,315.00
2285	CONCEALED HANDGUN LICENSE	746,174.90	9,160.00	7,244.30	748,090.60	0.00	748,090.60
2286	SHERIFF-DRUG LAW ENFORCEMENT	15,420.50	0.00	425.63	14,994.87	1,140.69	16,135.56
2287	SHERIFF-LAW ENFORCEMENT TRUST	152,860.18	0.00	2,023.78	150,836.40	1,541.54	152,377.94
2288	COMM BASED CORRECTIONS DONATIO	9,946.47	0.00	71.10	9,875.37	0.00	9,875.37
2289	COMMUNITY BASED CORRECTIONS	486,452.76	1,560.00	75,208.68	412,804.08	1,660.00	414,464.08
2290	HAZ MAT EMERG PLAN SPEC FUND	3.20	0.00	0.00	3.20	0.00	3.20
2291	SHERIFF-D.A.R.E. PROGRAM	1,001.40	0.00	0.00	1,001.40	0.00	1,001.40
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	14,452.00	0.00	900.00	13,552.00	900.00	14,452.00
2294	SHERIFF DARE LAW ENFORC GRANT	13,269.10	0.00	0.00	13,269.10	0.00	13,269.10
2295	TACTICAL RESPONSE UNIT	74,665.76	4,500.00	0.00	79,165.76	0.00	79,165.76
2296	COMP REHAB DWNPMT ASST COMMDEV	43,945.14	100.00	0.00	44,045.14	0.00	44,045.14
2297	ENFORCEMT & EDUCATN 4511.19G5A	113,238.93	950.00	0.00	114,188.93	0.00	114,188.93
2298	REHAB INC FUNDS	79,776.74	0.00	0.00	79,776.74	0.00	79,776.74
2299	COUNTY TRANSIT	1,227,676.18	32,976.50	42,778.28	1,217,874.40	39,260.40	1,257,134.80
3327	BOND RETIREMENT SPECIAL ASSMT	397,951.92	0.00	38,550.93	359,400.99	26,958.43	386,359.42
3360	STATE OPWC LOAN	112,715.70	0.00	56,357.85	56,357.85	56,357.85	112,715.70
3368	2013 RADIO SYSTEM BONDS	911,973.75	0.00	20,986.87	890,986.88	20,986.87	911,973.75
3384	TAX INCREMENT FINANCING - P&G	1,327,624.78	0.00	23,612.50	1,304,012.28	0.00	1,304,012.28
3393	2009 RID BOND GREENS OF BUNNEL	3,036,262.50	0.00	95,775.00	2,940,487.50	95,775.00	3,036,262.50
3395	JAIL BONDS 2019	5,049,654.09	0.00	5,049,175.00	479.09	0.00	479.09
4401	COUNTY WIDE FINANCIAL SOFTWARE	226,889.46	0.00	0.00	226,889.46	0.00	226,889.46
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	21,208.36	0.00	0.00	21,208.36	0.00	21,208.36
4432	EDWARDSVILLE ROAD BRIDGE	17,113.56	0.00	0.00	17,113.56	0.00	17,113.56
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2020 Period 5



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4434	LIBERTY WAY/MASON RD TURN LANE	5,250.00	0.00	0.00	5,250.00	0.00	5,250.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	480,110.91	0.00	58,297.39	421,813.52	0.00	421,813.52
4438	NB COLUMBIA/3C RIGHT TURN LN	40,000.00	0.00	0.00	40,000.00	0.00	40,000.00
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	7,000,000.00	0.00	0.00	7,000,000.00	0.00	7,000,000.00
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	557,211.91	0.00	98,327.87	458,884.04	0.00	458,884.04
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	5,942,964.09	0.00	74,368.16	5,868,595.93	0.00	5,868,595.93
4479	AIRPORT CONSTRUCTION	541,190.58	0.00	3,600.00	537,590.58	0.00	537,590.58
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	747,734.31	0.00	18,189.24	729,545.07	0.00	729,545.07
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	3,185,626.84	0.00	180,690.46	3,004,936.38	0.00	3,004,936.38
4493	BUNNELL HILL RD CONSTRCTN RID	431,941.92	35,890.62	0.00	467,832.54	0.00	467,832.54
4494	COURTS BUILDING	1,786,934.58	0.00	4,582.84	1,782,351.74	0.00	1,782,351.74
4495	JAIL CONSTRUCTION SALES TAX	45,455,950.83	796,921.32	3,474,971.24	42,777,900.91	0.00	42,777,900.91
4496	JUVENILE DETENTION ADDN & RENO	281,460.94	0.00	0.00	281,460.94	0.00	281,460.94
4497	JAIL CONSTRUCTION & REHAB	9,963,833.75	0.00	0.00	9,963,833.75	0.00	9,963,833.75
4498	COUNTY FAIRGROUNDS CONSTRUCTN	9,961.58	0.00	0.00	9,961.58	0.00	9,961.58
4499	JUVENILE/PROBATE CT EXPANSION	279,864.58	0.00	0.00	279,864.58	0.00	279,864.58
5510	WATER REVENUE	36,638,441.36	871,500.44	3,062,703.72	34,447,238.08	207,609.90	34,654,847.98
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	430,238.84	2,165,169.96	128,538.79	2,466,870.01	17,285.39	2,484,155.40
5580	SEWER REVENUE	29,644,331.35	412,951.00	3,172,861.75	26,884,420.60	639,935.50	27,524,356.10
5581	SEWER IMPROV-WC VOCATIONAL SCH	212,365.76	5,859.79	0.00	218,225.55	0.00	218,225.55

Financial Statement for 2020 Period 5



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
5583	WATER CONST PROJECTS	834,362.14	2,193,274.80	93,504.18	2,934,132.76	76,323.91	3,010,456.67
5590	STORM WATER TIER 1	121,986.89	0.00	18,672.23	103,314.66	0.00	103,314.66
6619	VEHICLE MAINTENANCE ROTARY	260,534.01	32,563.96	36,326.88	256,771.09	8,905.65	265,676.74
6630	SHERIFF'S POLICING REVOLV FUND	1,239,355.01	0.00	466,683.46	772,671.55	0.00	772,671.55
6631	COMMUNICATIONS ROTARY	286,491.99	4,824.36	2,327.21	288,989.14	2,912.88	291,902.02
6632	HEALTH INSURANCE	4,844,134.66	975,992.40	823,005.42	4,997,121.64	50,518.67	5,047,640.31
6636	WORKERS COMP SELF INSURANCE	1,692,018.53	0.00	47,867.58	1,644,150.95	24,391.04	1,668,541.99
6637	PROPERTY & CASUALTY INSURANCE	420,452.55	16,331.82	2,530.05	434,254.32	0.00	434,254.32
6650	GASOLINE ROTARY	232,459.39	19,578.49	21,599.72	230,438.16	0.00	230,438.16
7707	P.E.R.S. ROTARY	2,741.88	0.00	0.00	2,741.88	0.00	2,741.88
7708	TOWNSHIP FUND	0.00	315,670.13	315,670.13	0.00	0.00	0.00
7709	CORPORATION FUND	2,123.34	118,835.48	115,650.02	5,308.80	0.00	5,308.80
7713	WATER-SEWER ROTARY FUND	303,112.73	3,475,552.46	3,653,845.69	124,819.50	4,250.63	129,070.13
7714	PAYROLL ROTARY	188,375.39	4,202,606.75	3,531,300.32	859,681.82	175,728.76	1,035,410.58
7715	NON PARTICIPANT ROTARY	17,862.40	1,158.48	0.00	19,020.88	0.00	19,020.88
7716	SCHOOL	0.00	700,000.00	700,000.00	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	9,188,652.67	1,433,046.43	772,771.20	9,848,927.90	78,570.19	9,927,498.09
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	1,634.35	833.15	0.00	2,467.50	0.00	2,467.50
7720	LOCAL GOVERNMENT FUND	0.00	286,579.23	286,579.23	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	0.00	0.00	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	129.66	12,250.00	0.00	12,379.66	0.00	12,379.66
7723	GASOLINE TAX	0.00	476,960.11	476,960.11	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	401,941.60	0.00	37,587.37	364,354.23	0.00	364,354.23
7725	UNDIVIDED WIRELESS 911 GOV ASS	18,773.08	35,927.80	36,736.98	17,963.90	0.00	17,963.90
7726	MOTOR VEHICLE LICENSE TAX	0.00	400,140.41	400,140.41	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	170,850.66	4,195.06	0.00	175,045.72	15,434.72	190,480.44
7731	COUNTY LODGING TAX	101,139.48	52,078.95	102,983.92	50,234.51	20.00	50,254.51
7734	REAL ESTATE ADVANCE PAYMENT	9,302.19	12,172.08	0.00	21,474.27	0.00	21,474.27
7740	TRAILER TAX	580.74	0.00	0.00	580.74	0.00	580.74

Financial Statement for 2020 Period 5



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7741	LIFE INSURANCE	16,990.93	10,353.00	10,298.37	17,045.56	0.00	17,045.56
7742	LIBRARIES	0.00	326,411.98	326,411.98	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	2,889.47	1,995.53	2,889.47	1,995.53	5,333.95	7,329.48
7746	MIAMI CONSERVANCY DISTRICT FUN	18,051.40	0.00	0.00	18,051.40	0.00	18,051.40
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	291,387.36	574,194.11	574,872.41	290,709.06	0.00	290,709.06
7754	OHIO ELECTIONS COMMISSION FUND	0.00	0.00	0.00	0.00	0.00	0.00
7756	SEWER ROTARY	177,709.24	103,184.80	113,157.94	167,736.10	36,193.35	203,929.45
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	19,432.50	19,432.50	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	21,802.38	764.00	0.00	22,566.38	0.00	22,566.38
7766	ESCROW ROTARY	787,645.33	0.00	0.00	787,645.33	4,000.00	791,645.33
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PRORATIONS/FORECLOSURES	1,638.06	987.51	0.00	2,625.57	0.00	2,625.57
7769	BANKRUPTCY POST PETITION CONDU	5,283.02	7,477.62	0.00	12,760.64	0.00	12,760.64
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	0.00	0.00
7774	ARSON OFFENDER REGISTR FEE	95.00	0.00	0.00	95.00	0.00	95.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	17,035.50	17,159.50	14,655.50	19,539.50	0.00	19,539.50
7776	UNDIVIDED EVIDENCE SHERIFF	16,522.76	0.00	0.00	16,522.76	317.70	16,840.46
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	73,976.81	711,980.70	575,820.50	210,137.01	526,797.10	736,934.11
7779	UNDIVIDED DRUG TASK FORCE SEIZ	227,863.33	12,062.00	0.00	239,925.33	1,424.00	241,349.33
7781	REFUNDABLE DEPOSITS	423,482.09	13,566.84	18,013.73	419,035.20	9,657.10	428,692.30
7782	SHERIFF - LOST/ABANDONED PROPE	49.82	0.00	0.00	49.82	0.00	49.82
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	3,360.99	2,454,337.35	2,454,337.35	3,360.99	0.00	3,360.99
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2020 Period 5



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7792	ZONING & BLDG BOND FUND	3,400.00	0.00	1,800.00	1,600.00	200.00	1,800.00
7793	HOUSING TRUST AUTHORITY	131,018.40	136,868.00	0.00	267,886.40	0.00	267,886.40
7795	UNDIVIDED INDIGENT FEES	331.80	1,122.00	1,453.80	0.00	224.40	224.40
7796	MUNICIPAL ORD VIOLATION INDIGE	5,999.41	0.00	348.00	5,651.41	86.00	5,737.41
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	730,597.21	0.00	0.00	730,597.21	0.00	730,597.21
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	8,585,228.53	279,588.27	629,781.26	8,235,035.54	80,463.57	8,315,499.11
9912	FOOD SERVICE	378,641.00	6,032.50	566.00	384,107.50	638.51	384,746.01
9915	PLUMBING BOND-HEALTH DEPT.	20,500.00	2,000.00	1,500.00	21,000.00	1,500.00	22,500.00
9916	STATE REGULATED SEWAGE PROGRAM	117,226.42	7,808.50	2,924.50	122,110.42	1,497.00	123,607.42
9925	SOIL & WATER CONSERVATION DIST	804,719.15	18,946.00	73,661.88	750,003.27	0.00	750,003.27
9928	REGIONAL PLANNING	247,114.58	24,059.00	50,558.09	220,615.49	238.50	220,853.99
9938	WARREN COUNTY PARK DISTRICT	441,474.31	71,342.05	50,181.16	462,635.20	1,093.49	463,728.69
9944	ARMCO PARK	167,804.41	102,209.14	95,460.74	174,552.81	3,397.11	177,949.92
9953	WATER SYSTEM FUND	29,191.77	1,186.40	1,826.38	28,551.79	1,481.00	30,032.79
9954	MENTAL HEALTH RECOVERY SERVICE	12,465,894.25	946,692.40	664,125.91	12,748,460.74	195,125.80	12,943,586.54
9961	HEALTH GRANT FUND	181,050.71	166,011.13	37,764.50	309,297.34	0.00	309,297.34
9963	CAMPGROUNDS	5,719.59	0.00	770.00	4,949.59	770.00	5,719.59
9976	HEALTH - SWIMMING POOL FUND	153,210.85	12,794.00	12,355.00	153,649.85	12,669.00	166,318.85
9977	DRUG TASK FORCE COG	740,232.95	100,313.00	6,214.67	834,331.28	673.35	835,004.63
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		349,544,269.46	35,665,894.31	44,705,972.85	340,504,190.92	3,458,913.69	343,963,104.61

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for May, 2020 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

Resolution

Number 20-0845

Adopted Date June 16, 2020

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 6/9/20 and 6/11/20 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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 20-0846

Adopted Date June 16, 2020

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE FOR TOWNE DEVELOPMENT GROUP, LTD. FOR BEACON HILL, PHASE ONE SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to approve the following security release:

RELEASE

Bond Number	:	08-008 (W/S)
Development	:	Beacon Hill, Phase One
Developer	:	Towne Development Group, Ltd.
Township	:	Deerfield
Amount	:	\$25,825.00
Surety Company	:	Platte River Insurance Company (41107636)

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

CGB

cc: Towne Dev. Group, Ltd., Attn: Judy Daley Wright, 1055 St. Paul Pl., Cincinnati, OH 45202
Platte River Insurance Company, P.O. Box 5900, Madison, WI 53705-0900
Bond Agreement file
Water/Sewer (file)

Resolution

Number 20-0847

Adopted Date June 16, 2020

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN KERRISDALE SUBDIVISION, SECTION 3 SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

SECURITY AGREEMENT

Bond Number	:	20-011 (P/S)
Development	:	Kerrisdale Subdivision, Section 3
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$171,667.41
Surety Company	:	The Hanover Insurance Company (1078843)

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Developer
Surety Company
Bond Agreement file
Engineer (file)

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

**STREETS AND APPURTENANCES
(Including Sidewalks)**

Security Agreement No.

Bond #1078843 20-011 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between M/I Homes of Cincinnati, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and The Hanover Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Kerrisdale Subdivision, Section/Phase 3 (3) (hereinafter the "Subdivision") situated in Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$577,828.71, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$132,051.85; and,

WHEREAS, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$171,667.41 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within One (1) years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$115,565.74 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer
105 Markey Road
Lebanon, OH 45036
Ph. (513) 695-3336

C. To the Developer:

M/I Homes of Cincinnati, LLC
9349 Waterstone Blvd., Suite 100
Cincinnati, OH 45249
Ph. (513) 248-5400

D. To the Surety:

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653
Ph. (214) 750 - 3904

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

 Certified check or cashier's check (attached) (**CHECK #** _____)

 Original Letter of Credit (attached) (**LETTER OF CREDIT #** _____)

 Original Escrow Letter (attached)

XX **Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

 Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER:

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: Mark Kirkendall

TITLE: VP, Housing & Land Controller

DATE: 6/5/2020

SURETY:

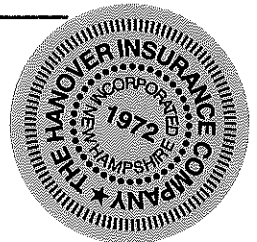
Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: Denise Nelson

TITLE: Attorney-In-Fact


DATE: June 5, 2020



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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 20-0847, dated 6/16/2020

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: David G. Young

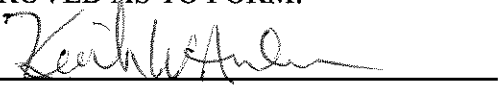
TITLE: President

DATE: 6/16/2020

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Kathleen A. Vansovich, Julieann Johnston, Denise Nelson, Deborah L. Williams, Michael D. Ward and/or Stephanie McQuillen Of Huntington Insurance, Inc. of Columbus, OH each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

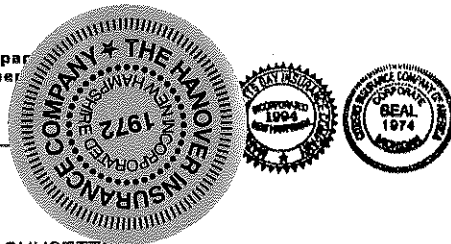
RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 10th day of May, 2018.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche

John C. Roche, EVP and President



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS }
COUNTY OF WORCESTER } ss.

On this 10th day of May, 2018 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said Instrument by the authority and direction of said Corporations.



Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 5th day of June 2020

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, Vice President

Resolution

Number 20-0848

Adopted Date June 16, 2020

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN KERRISDALE SUBDIVISION, SECTION 3, SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter into the following security agreement:

SECURITY AGREEMENT


Bond Number	:	20-012 (W/S)
Development	:	Kerrisdale Subdivision, Section 3
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$18,773.63
Surety Company	:	The Hanover Insurance Company (1078844)

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: M/I Homes of Cincinnati, LLC; 9349 Waterstone Blvd, Suite 100; Cincinnati, OH 45249
The Hanover Insurance Company; 440 Liconln Street; Worchester, MA 01653
Water/Sewer (file)
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

WATER AND/OR SANITARY SEWER

Security Agreement No.

Bond #1078844

20-012 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between M/I Homes of Cincinnati, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and The Hanover Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Kerrisdale Subdivision, Section/Phase 3 (3) (hereinafter the "Subdivision") situated in Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$187,736.25, and that the Improvements that have yet to be completed and approved may be constructed in the sum of Zero (\$0); and,

WHEREAS, the County Commissioners have determined to require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of Zero (\$0) to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within One (1) years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$18,773.63 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department
Attn: Sanitary Engineer
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1380

C. To the Developer:

M/I Homes of Cincinnati, LLC

9349 Waterstone Blvd., Suite 100

Cincinnati, OH 45249

Ph. (513) 248 - 5400

D. To the Surety:

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

Ph. (214 _____) 750 _____ -3904

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

_____ **Certified check or cashier's check** (attached) (CHECK # _____)

_____ **Original Letter of Credit** (attached) (LETTER OF CREDIT # _____)

_____ **Original Escrow Letter** (attached)

X **Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

_____ **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

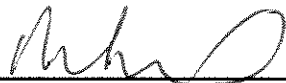
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER:

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: Mark Kirkendall

TITLE: VP, Housing & Land Controller

DATE: 6/5/2020

SURETY:

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: Denise Nelson

TITLE: Attorney-In-Fact

DATE: June 5, 2020



[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 20-0848, dated 6-16-2020

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**


SIGNATURE: 

PRINTED NAME: David W. Young

TITLE: President

DATE: 6/16/2020

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Kathleen A. Vansovich, Julieann Johnston, Denise Nelson, Deborah L. Williams, Michael D. Ward and/or Stephanie McQuillen Of **Huntington Insurance, Inc. of Columbus, OH** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

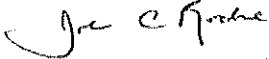
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

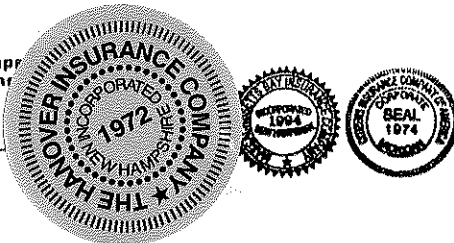
RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 10th day of May, 2018.

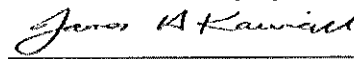
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America



John C. Roche, EVP and President



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America



James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 10th day of May, 2018 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

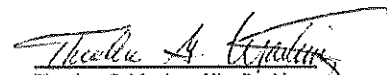


Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 5th day of June 2020

CERTIFIED COPY



Theodore G. Martinez, Vice President

Resolution

Number 20-0849

Adopted Date June 16, 2020

APPROVE VARIOUS RECORD PLATS

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

- Kerrisdale Subdivision, Section 3 – Deerfield Township
- Kerrisdale Subdivision, Section 3, Easement Plat – Deerfield Township

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Plat File
RPC

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

Resolution

Number 20-0850

Adopted Date June 16, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND #2285

BE IT RESOLVED, to approve the following supplemental appropriation:


\$4,000.00 into 22852200-5400 (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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Sheriff (file)

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

Resolution

Number 20-0851

Adopted Date June 16, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following supplemental appropriation:

\$100.00 into BUDGET-BUDGET 22891228-5871 (Medicare)

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Common Pleas (file)

Resolution

Number 20-0852

Adopted Date June 16, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND 11011150

BE IT RESOLVED, to approve the following appropriation adjustment:


\$350.00 from #11011150-5400 (Genl Pros Purchased Services)
 into #11011150-5410 (Contracts BOCC Approved)

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

MRB/

cc: Auditor
Appropriation Adjustment file
Prosecutor (file)

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

Resolution

Number 20-0853

Adopted Date June 16, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
GENERAL FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 2,500.00 from #11011220-5320 (Capital Purchases)
 into #11011220-5400 (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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
 Appropriation Adjustment file
 Common Pleas Court (file)

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

Resolution

Number 20-0854

Adopted Date June 16, 2020

APPROVE APPROPRIATION ADJUSTMENT FROM COMMON PLEAS COURT
GENERAL FUND #11011220 INTO COURT SERVICES #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

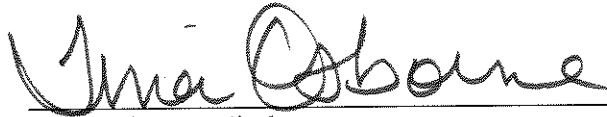
\$ 6,500.00 from #11011220-5320 (Capital Purchase)
 into #11011223-5317 (Non Capital Purchases)

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas Court (file)

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

Resolution

Number 20-0855

Adopted Date June 16, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#10111240

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,900.00	from	11011240-5415	(Atty Indigent)
	into	11011240-5840	(Unemployment Compensation)

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (fle)

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

Resolution

Number 20-0856

Adopted Date June 16, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND
11012210

BE IT RESOLVED, to approve the following appropriation adjustment:


\$4,876.67	from	11012210 5830	(SHRF DET WORKERS COMP)
	into	11012210 5840	(SHRF DET UNEMPLOYMENT COMP)

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)

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

Resolution

Number 20-0857

Adopted Date June 16, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE JUVENILE DETENTION
FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 800.00	from	11012600-5102	(Regular Salaries)
	into	11012600-5840	(Unemployment Compensation)

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 20-0858

Adopted Date June 16, 2020

APPROVE APPROPRIATION ADJUSTMENTS FROM VETERANS FUND #11015220 INTO
11015210

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5,000.00	from	#11015220-5920	(VET ALLOWANCES)
	into	#11015210-5840	(VET UNEMPLOYMENT)

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Veterans (file)

Resolution

Number 20-0859

Adopted Date June 16, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE FUND #2202

BE IT RESOLVED, to approve the following appropriation adjustment for Lenovo ThinkCentre Tower purchase:

\$1,284.77 from #22023110-5320 (Capital Purchases)
 into #22023110-5318 (Data Board Non Cap Purchase)

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
 Appropriation Adj. file
 Engineer (file)

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

Resolution

Number 20-0860

Adopted Date June 16, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN PROBATION SUPERVISION
ORC 2951.021 (WARREN COUNTY COMMON PLEAS COURT) #2227

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 3,900.00 from #22271220-5820 (Health/Life Insurance)

\$ 3,200.00 into #22271220-5102 (Regular Salaries)

\$ 600.00 into #22271220-5811 (PERS)

\$ 100.00 into #22271220-5871 (Medicare)

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

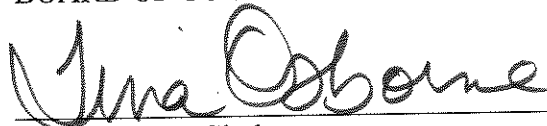
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas Court (file)

Resolution

Number 20-0861

Adopted Date June 16, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE MARY HAVEN FUND #2270

BE IT RESOLVED, to approve the following appropriation adjustments:

\$4347.36 from #22701240-5102 (Regular Salaries)
 into #22701240-5881 (Sick Payout)

\$2609.26 from #22701240-5102 (Regular Salaries)
 into #22701240-5882 (Vacation 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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 20-0862

Adopted Date June 16, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment to process a vacation leave payout for former employee of Children Services, Janine Jackson:

\$3,000.00	from	#22735100-5102	(Regular Salaries)
	into	#22735100-5882	(Accum. Vacation 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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: Auditor
Appropriation Adj. file
Children Services (file)

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

Resolution

Number 20-0863

Adopted Date June 16, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND #273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5,500.00 from #227351005102 (Regular Salaries/On-Call Staff)
 into #227351005840 (Unemployment Compensation)

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: Auditor _____
Appropriation Adj. file
Children Services (file)

Resolution

Number 20-0864

Adopted Date June 16, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
COGNITIVE INTERVENTION PROGRAM SUBSTANCE ABUSE MONITORING 2284

BE IT RESOLVED, to approve the following appropriation adjustment:

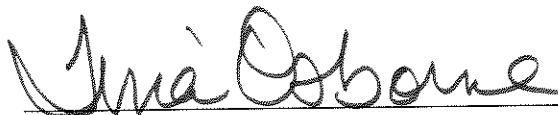
\$ 1,000.00	from	22842911-5400	(Purchased Services)
	into	22842911-5840	(Unemployment)

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 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Adjustment file
Common Pleas Court (file)

Resolution

Number 20-0865

Adopted Date June 16, 2020

CONTINUE PUBLIC HEARING FOR THE REZONING APPLICATION OF CREEK SONG LLC TO REZONE 70.39 ACRES FROM PLANNED UNIT DEVELOPMENT "PUD" TO PLANNED UNIT DEVELOPMENT "PUD"

BE IT RESOLVED, to continue the public hearing to consider the rezoning application of Creek Song LLC to rezone 70.39 acres from Planned Unit Development "PUD" to Planned Unit Development "PUD"; said public hearing to be continued to July 14, 2020 at 9:30 a.m. in the Commissioners' Meeting Room; and

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

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

Resolution adopted this 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RPC
RZC
Rezoning file
Applicant
Township Trustees

Resolution

Number 20-0866

Adopted Date June 16, 2020

CONTINUE ADMINISTRATIVE HEARING TO CONSIDER THE PUD PRELIMINARY SITE PLAN (STAGE 2) APPLICATION FOR CREEK SONG LLC IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, to continue the administrative hearing to consider the PUD Preliminary Site Plan (Stage 2) application of Creek Song LLC in Turtlecreek Township; said administrative hearing to be continued to July 14, 2020 at 10:00 a.m. in the Commissioners' Meeting Room.

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

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

Resolution adopted this 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RPC
RZC
Rezoning file
Applicant
Township Trustees

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

Resolution

Number 20-0867

Adopted Date June 16, 2020

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

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

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

Resolution adopted this 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners file

Department	Vendor Name	Description	Amount
WAT	BUILDING CRAFTS INC	LLMWWTP IMPROV PROJECT	2,350,000.00
JUV	COMMUNITY MENTAL HEALTH CENTERS	JUV SOLUTIONS CONTRACT	5,000.00
FAC	PRODIGY BUILDING SOLUTIONS	LED LIGHTING UPGRADE 500 JUSTICE DR.	294,197.00
HUM	WARREN COUNTY EDUCATIONAL SVC CTR	ESC PRC CONTRACT	337,299.50

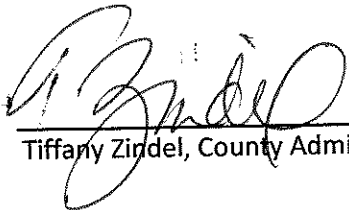
Purchase Order Change Order

Department Name
 ENG DDK CONSTRUCTION

Description
 LILY DRIVE BRIDGE REPLACEMENT

Amount
 \$ ~~327,572.50~~ INCREASE
 45,690

6/16/2020 APPROVED:



 Tiffany Zindel, County Administrator

Resolution

Number 20-0868

Adopted Date June 16, 2020

APPROVE AND AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN A GRANT AGREEMENT BY AND BETWEEN THE FEDERAL AVIATION ADMINISTRATION AND THE WARREN COUNTY BOARD OF COMMISSIONERS RELATIVE TO THE WARREN COUNTY/JOHN LANE FIELD AIRPORT

BE IT RESOLVED, to approve and authorize the President of the Board to sign a CARES Act Airport Grant Agreement with the Federal Aviation Administration relative to the Warren County/John Lane Field Airport, as attached hereto and made a part hereof.

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

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

Resolution adopted this 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Airport Authority (file) (Al Wolfson)
Tiffany Zindel
C/A—FAA
FAA
OGA



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Great Lakes Region
Michigan, Ohio

FAA DET ADO
11677 South Wayne Road
Romulus, MI 48174

CARES Act Grant Transmittal Letter

June 7, 2020

Mr. Alan Wolfson
Warren County Airport Authority
2460 Greentree Road
Lebanon, OH 45036

Dear Mr. Wolfson:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-39-0045-022-2020 for the Warren County/John Lane Field Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than June 22, 2020** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be electronically signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has electronically attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice, and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and

- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Alex Erskine by email that the grant is administratively and financially closed. Alex Erskine is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Stephanie R. Swann

Stephanie R. Swann (Jun 7, 2020 13:38 EDT)



U.S. Department of Transportation
Federal Aviation Administration

CARES ACT AIRPORT GRANTS AGREEMENT

Part I - Offer

Federal Award Offer Date June 7, 2020

Airport/Planning Area Warren County/John Lane Field Airport

CARES Grant Number 3-39-0045-022-2020

Unique Entity Identifier 784327608

TO: Warren County Airport Authority

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

Warren County Board of Commissioners

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated May 5, 2020, for a grant of Federal funds at or associated with the Warren County/John Lane Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Warren County/John Lane Field Airport, (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to the Warren County/John Lane Field Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service

where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded with this Grant unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$30,000.
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs will be 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before June 22, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense for which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

16. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

17. **Ban on Texting While Driving.**

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

18. **Trafficking in Persons.**

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph A of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either –
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

19. Employee Protection from Reprisal.

A. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Co-Sponsor.** Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
22. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
 - A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
 - A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and

C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Stephanie R. Swann

Stephanie R. Swann (Jun 7, 2020 13:38 EDT)

(Signature)

Stephanie R. Swann

(Typed Name)

Deputy Manager, Detroit ADO

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated June 7, 2020

Warren County Airport Authority

(Name of Sponsor)



(Signature of Sponsor's Authorized Official)

By: Alan B Wolfson

(Typed Name of Sponsor's Authorized Official)

Title: Secretary-Treasurer

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Bruce A. McGary, Asst. Prosecutor , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Ohio . Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at June 9, 2020

By: Bruce A. McGary, Asst. Prosecutor
Bruce A. McGary, Asst. Prosecutor (Jun 9, 2020 15:57 EDT)
(Signature of Sponsor's Attorney)

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated June 16, 2020

Warren County Board of Commissioners

(Name of Sponsor)

Tiffany Zindel

Tiffany Zindel (Jun 16, 2020 12:41 EDT)

(Signature of Sponsor's Authorized Official)

By: Tiffany Zindel

(Typed Name of Sponsor's Authorized Official)

Title: County Administrator

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Bruce A. McGary, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Ohio. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at June 16, 2020

By: Bruce A. McGary
Bruce A. McGary (Jun 16, 2020 12:54 EDT)
(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act — 29 U.S.C. 201, et seq.
- b. Hatch Act — 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 — Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

- r. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 — 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13788 – Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 – New restrictions on lobbying.

- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 — Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The Warren County Airport Authority & Board of Commissioners, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Resolution

Number 20-0869

Adopted Date June 16, 2020

APPROVE AND AUTHORIZE THE RECEIPT AND EXPENDING OF FEDERAL FUNDS UNDER SECTION 5001 OF THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT AND IN ACCORDANCE WITH OHIO HOUSE BILL 481

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act, 116 Public Law 136, (the CARES Act) was signed into law by the President of the United States on March 27, 2020; and

WHEREAS, the Ohio General Assembly established a process for distributing funds provided by the "Coronavirus Aid, Relief, and Economic Security Act" in Amended Substitute House Bill 481 of the 133rd General Assembly (H.B. 481); and

WHEREAS, H.B. 481 requires subdivisions receiving funds, to pass a resolution affirming that funds from the County Coronavirus Relief Distribution Fund may be expended only to cover costs of the subdivision consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 601(d), and any applicable regulations before receiving said funds; and

WHEREAS, the Warren County Board of Commissioners is requesting its share of funds from the County Coronavirus Relief Distribution Fund; and,

NOW THEREFORE BE IT RESOLVED that the Warren County Board of Commissioners affirms that all funds received from the County Coronavirus Relief Distribution Fund pursuant to H.B. 481 be expended only to cover costs of the subdivision consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 601(d), and any applicable regulations and guidance only to cover expenses that:

- (1) Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- (2) Were not accounted for in Warren County's most recently approved budget as of March 27, 2020; and
- (3) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. And be it further

BE IT FURTHER RESOLVED by the Warren County Board of Commissioners that the Warren County Administrator take the following actions and all other necessary actions to remain in compliance with H.B. 481:

- (1) On or before October 15, 2020, pay any unencumbered balance of money in the county's local coronavirus relief fund to the county coronavirus relief distribution fund;

- (2) On or before December 28, 2020, pay the balance of any money in the county's local coronavirus relief fund to the state treasury in the manner prescribed by the Director of the Ohio Office of Budget and Management; and
- (3) Provide any information related to any payments received under H.B. 481 to the Director of the Ohio Office of Budget and Management as requested.

BE IT FURTHER RESOLVED, that the Clerk to the Board is hereby authorized and instructed to transmit a certified copy of this resolution to the county auditor and to the Director of the Ohio Office of Budget and Management.

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

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

Resolution adopted this 16th day of June 2020.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in black ink, appearing to read "Tina Osborne", written over a horizontal line.

Tina Osborne, Clerk

cc: Director of Ohio OBM
Tiffany Zindel
Matt Nolan