

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

Resolution

Number 18-0345

Adopted Date March 13, 2018

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR ANDREW JACKSON WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, Andrew Jackson, Emergency Communications Call-Taker within the Warren County Department of Emergency Services, has successfully completed 365-day probationary period, effective March 6, 2018; and

NOW THEREFORE BE IT RESOLVED, to approve Andrew Jackson's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$13.52 per hour under the Warren County Department of Emergency Services Compensation Schedule, effective pay period beginning March 15, 2018.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 18-0346

Adopted Date March 13, 2018

ACCEPT RESIGNATION OF CHRISTINA NETHERS, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE MARCH 16, 2018

BE IT RESOLVED, to accept the resignation, of Christina Nethers, Emergency Communications Operator within the Warren County Emergency Services Department, effective March 16, 2018.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
Christina Nether's Personnel File
OMB – Sue Spencer
Tammy Whitaker

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

Resolution

Number 18-0347

Adopted Date March 13, 2018

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR SAMUEL LEMASTER WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, Samuel LeMaster, Emergency Communications Operator within the Warren County Department of Emergency Services, has successfully completed 365-day probationary period, effective March 11, 2018; and


NOW THEREFORE BE IT RESOLVED, to approve Samuel LeMaster's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$18.84 per hour under the Warren County Department of Emergency Services Compensation Schedule, effective pay period beginning March 15, 2018.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Emergency Services (file)
S. LeMaster's Personnel File
OMB – Sue Spencer

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

Resolution

Number 18-0348

Adopted Date March 13, 2018

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR AMBERLEE APPLLEGATE WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, Amberlee Applegate, Emergency Communications Operator within the Warren County Department of Emergency Services, has completed 365-day year of employment, effective March 6, 2018; and

NOW THEREFORE BE IT RESOLVED, to approve Amberlee Applegate's completion of 365-day probationary period and to approve a pay increase to end probationary, \$18.84 per hour under the Warren County Department of Emergency Services Compensation Schedule, effective pay period beginning March 15, 2018.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 18-0349

Adopted Date March 13, 2018

ADOPT WORKERS' COMPENSATION RESERVE FUND POLICY

WHEREAS, in 2008 the Board of County Commissioners was approved by the State of Ohio to operate as a self-insured employer for purposes of workers' comp claim administration and payment; and

WHEREAS, all claim payments and administration fees are paid from Workers' Compensation Fund #636 and then annually each department is billed back dollar for dollar of its claim cost and administration fees; and

WHEREAS, in 2014 a reserve fund program was created to add additional money to the fund over time to aid a department /office in the event that a catastrophic claim occurred and the charge back put that budget at a short fall; and

WHEREAS, the attached Reserve Fund Policy explains the method of collecting reserve funds and also explains the loan process from the reserve fund in the event an office/department experiences a short-fall; and

NOW THEREFORE BE IT RESOLVED, to adopt the reserve policy attached hereto and made a part hereof.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: OMB Benefits Files
Tammy Whitaker, OMB
All Departments
Policy file

Workers' Compensation Reserve Fund Policy

Background:

In 2014, a modification was made to the model used in the past relative to the charge back for workers' compensation. Up to this time, the charge back had been based upon actual claims cost paid during the billing period, and a per employee administration charge.

Because the occurrence and subsequent cost and severity of a claim are hard to predict, Warren County recommends that each dependent/office budget 2% of its payroll to the workers' comp line of its budget. Any department/office with an open claim(S) is encouraged to contact the Office of Management & Budget for an estimated chargeback total for budgeting purposes.

The billing period is December 1 through November 30 each year, and a transfer is made from each department /office fund within the first quarter of the following year.

Purpose:

Warren County was approved to self- insure its workers' compensation program in 2008. In doing so Warren County assumes full liability for all cost incurred in a claim for the life of the claim. Warren County mitigates this risk by securing stop loss coverage. The County's current claim liability is set at \$700,000 per claim. Upon reaching that retention level, the stop loss insurer begins to make payment on the claim.

The purpose of the reserve fund is build up, over time, a cash balance to the workers' comp fund should a catastrophic claim occur, in order to provide aid to a department/ office that encounters a budget shortfall due to that cost.

Reserve Method:

A risk factor, called NCCI code, is assigned to each department/office based the main function of the department/office. The risk factor represents a base rate and is converted into a charge per \$1,000 of payroll.

A department/office with an NCCI base rate of \$.01-\$.99 is considered low risk and the reserve fee added to the chargeback is \$.50 per \$1,000 of payroll; an NCCI base rate of \$1.00-\$4.99 is considered medium risk and the reserve fee added to the chargeback is \$1.00 per \$1,000 of payroll; an NCCI base rate of \$5.00 + is considered high risk and the reserve fee added to the chargeback is \$1.50 per \$1,000 of payroll.

Reserve Loan:

In the event that a department/office experiences a shortfall in its budget due to unforeseen claim activity, and means of transfer from other line items in the budget have been utilized, a department /office may request a loan from the reserve fund. A loan may not exceed more than 50% of the balance in the reserve fund.

The loan request must be made in writing and submitted to the Board of County Commissioners for approval. The request must indicate that all other unappropriated funds have been utilized, and that payment of the full loan amount will be budgeted for in the next budget cycle. Other terms may be arranged where needed and requested and approved by the Board of Commissioners

The Board of Commissioners has the right to deny such request if it is determined that the office/department was negligent in workplace safety practices.

Resolution

Number 18-0350

Adopted Date March 13, 2018

APPROVE AND AUTHORIZE THE BOARD OF COMMISSIONERS TO SIGN IV-D SERVICE CONTRACT BETWEEN THE WARREN COUNTY JUVENILE DIVISION/PROBATE COURT AND THE WARREN COUNTY CHILD SUPPORT ENFORCEMENT AGENCY

BE IT RESOLVED, to approve and authorize the Board of Commissioners to sign IV-D Service contract between the Warren County Juvenile Division/Probate Court and the Warren County Child Support Enforcement Agency; as attached hereto and made a part hereof.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Juvenile Division/Probate Court
c/a – CSEA
Juvenile Division Court (file)
CSEA (file)

Warren County CSEA
500 Justice Drive
P O Box 440
Lebanon, Ohio 45036

Ohio Department of Job and Family Services
Office of Child Support
Fiscal Administration, Contract Unit
P.O. Box 183203
Columbus, Ohio 43218-3203

Date: 1/23/18

Ohio Department of Job and Family Services
IV-D CONTRACT COVER LETTER

The IV-D Contract is between the Warren County Child Support Enforcement Agency (CSEA) and the:

- Clerk of Court
- County Prosecutor
- Court of Common Pleas, Juvenile Division
- Court of Common Pleas, Domestic Relations Division
- Sheriff
- Other Legal Services Provider
- Other: <describe the IV-D contract>

This IV-D Contract is for the following services:

- Clerk of Court filing services
- Legal Services
- Magistrate Services
- Service of Process
- Security
- Other: <describe the IV-D contract>

The unit rate is \$50.91 per hour (from paragraph 4A of the JFS 07018).

The IV-D Contract effective dates are: 1/1/18 to 12/31/18. The IV-D Contract Amendment, if applicable, effective dates are: <beginning date> to <ending date>.

A copy of the following forms are being submitted to the Office of Child Support (OCS) in accordance with Ohio Administrative Code (OAC) rule 5101:12-1-80.2 (please check the type of IV-D contract that applies and check each form that you have attached):

<input checked="" type="checkbox"/>	IV-D Contract with Governmental Entity
<input checked="" type="checkbox"/>	JFS 01772 "IV-D Contract Cover Letter"
<input checked="" type="checkbox"/>	JFS 07018 "IV-D Contract" and attached document that describes the performance standards
<input checked="" type="checkbox"/>	JFS 07020 "Governmental Contractor IV-D Contract Budget"
<input checked="" type="checkbox"/>	Commissioners' resolution or minutes
<input checked="" type="checkbox"/>	JFS 07016 "IV-D Contract Security Addendum"
<input checked="" type="checkbox"/>	Appropriate summary page of the county cost allocation plan, if applicable
<input type="checkbox"/>	Verification from sheriff that the sheriff charges other agencies service of process fees, if applicable and in accordance with OAC rule 5101:12-1-60

<input type="checkbox"/>	IV-D Contract Amendment with Governmental Entity
<input type="checkbox"/>	JFS 01772 "IV-D Contract Cover Letter"
<input type="checkbox"/>	JFS 07037 "IV-D Contract Amendment" and attached document that describes the amended performance standards, if applicable
<input type="checkbox"/>	JFS 07020 "Governmental Contractor IV-D Contract Budget"
<input type="checkbox"/>	Commissioners' resolution or minutes

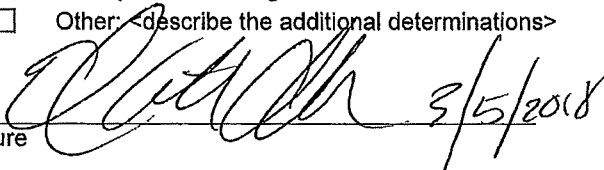
<input type="checkbox"/>	IV-D Contract with Private Entity
<input type="checkbox"/>	JFS 01772 "IV-D Contract Cover Letter"
<input type="checkbox"/>	JFS 07018 "IV-D Contract"
<input type="checkbox"/>	JFS 07015 "Certification of Compliance with Competitive Sealed Bid Requirements"
<input type="checkbox"/>	Commissioners' resolution or minutes
<input type="checkbox"/>	JFS 07016 "IV-D Contract Security Addendum"

<input type="checkbox"/>	IV-D Contract Amendment with Private Entity
<input type="checkbox"/>	JFS 01772 "IV-D Contract Cover Letter"
<input type="checkbox"/>	JFS 07037 "IV-D Contract Amendment"
<input type="checkbox"/>	Commissioners' resolution or minutes

The CSEA hereby certifies that:

- All required documents have been reviewed
- All required documents are included
- All mathematical calculations are correct
- This submission is timely
- All required dated signatures have been obtained
- Other: <describe the additional determinations>

Signature



Elizabeth Schorr 3/5/2018

Printed Name: Elizabeth Schorr, Director
 Telephone Number: 513-695-1278

IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Warren County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Warren County Juvenile Court (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from 1/1/18 through 12/31/18, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: An hourly rate for Magistrate services to: Conduct hearings; to prepare and review Magistrate reports; and to conduct status review for all eligible IV-D cases; including but not limited to establishment of paternity; establishment of support, enforcement of support and related orders.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
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4. IV-D Contract Costs:

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$50.91 per Unit of Service as determined by:
 - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.

4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$32,431.52

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$11,026.72	Local Sources
FFP Reimbursement	\$21,404.80	
Total IV-D Contract Cost	\$32,431.52	

5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

- 6. Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."
- 7. Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:00 and 4:30 on the following days Monday - Friday with the exception of the following days: New Years Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve 1/2 Day, Christmas Day. .
- 8. Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
 - **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
 - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
- 9. Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
- 10. Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
- 11. Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
- 12. Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
- 13. Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
- 14. Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the

Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
 - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
 - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
 - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
 - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
 - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the

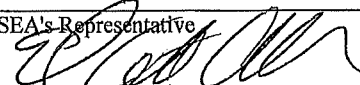
Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

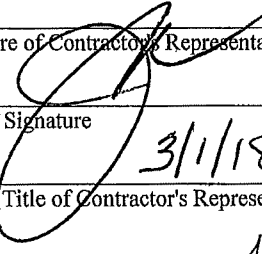
When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

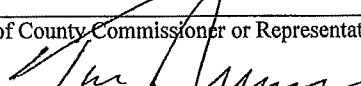
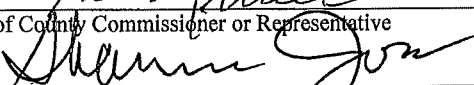
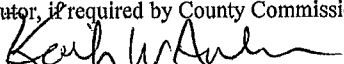
- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

IV-D Contract Signatures:

Signature of CSEA's Representative 	Printed Name of CSEA's Representative Elizabeth Schorr, Director
Date of Signature 3/5/2018	

Signature of Contractor's Representative 	Printed Name of Contractor's Representative Joseph W. Kirby, Judge
Date of Signature 3/1/18	Printed Street Address of Contractor 900 Memorial Drive
Printed Title of Contractor's Representative Judge	Printed City, State, and Zip Code of Contractor Lebanon, Ohio 45036

Signature of County Commissioner or Representative 	Date of Signature 3/13/18
Signature of County Commissioner or Representative 	Date of Signature 3/13/18
Signature of County Commissioner or Representative	Date of Signature
Signature of Prosecutor, if required by County Commissioners 	Date of Signature 2-23-18

Prosecuting Attorney
David P. Fornshell

**CHILD SUPPORT
ENFORCEMENT AGENCY**

WARREN COUNTY, OHIO

500 Justice Drive • Lebanon, Ohio 45036

Phone: (513) 695-1580

Fax: (513) 695-2969

<http://www.co.warren.oh.us/wcchildsupport>

Director, CSEA
Elizabeth A. Schorr

Deputy Director, CSEA
Rodrick J. Hamilton

Performance Standards

- The Magistrate to be available for agreed upon dockets
- The Magistrate to be prepared to adjudicate all child support cases brought before him/her on the specified dockets; cases must be IV-D and litigated issues on IV-D dockets must be limited to IV-D reimbursable child support activities.
- The Magistrate to have the necessary space and materials available for proper adjudication of all child support cases
- Magistrate to expeditiously adjudicate all child support cases

Cincinnati
Phone: (513) 925-1580
Fax: (513) 695-2969

Dayton
Phone: (937) 425-1580
Fax: (513) 695-2969

Middletown/Franklin
Phone: (513) 261-1580
Fax: (513) 695-2969

Toll-Free
Phone: 800-644-2732
(not accessible to callers in Cincinnati,
Dayton, Lebanon or Middletown areas)

Ohio Department of Job and Family Services
GOVERNMENTAL CONTRACTOR IV-D CONTRACT BUDGET

Summary Sheet		
County:	Warren County	
Governmental Contractor:	Juvenile Court	
Type of IV-D Contract:	Magistrate services	
I. Staff		
		Estimated Amount
	A. Salaries	\$167,127.00
	B. Payroll Related Expenses	\$44,170.66
	Total Staff Costs	\$211,297.66
II. Operations		
	A. Travel and Short Term Training	\$0.00
	B. Consumable Supplies	\$0.00
	C. Occupancy Costs	\$0.00
	D. Indirect Costs	\$0.00
	E. Contract and Professional Services	\$500.00
	F. Miscellaneous	\$0.00
	Total Operations Costs	\$500.00
III. Equipment		
	A. Equipment Subject to Depreciation	\$0.00
	B. Equipment Purchases	\$0.00
	C. Leased and Rented Equipment	\$0.00
	Total Equipment Costs	\$0.00
	Sub-Total of All Costs	\$211,797.66
IV. MINUS Fees Collected by the Contractor		
	Total Expenses	\$211,797.66

I.A. Salaries

I.A.1. Principal Staff

Position Title	Total Annual Hours Paid by County	Annual Hours Worked in Contracted Office		Annual Salary	% of Salary Applied to Budget	Salary Applied to Budget
Magistrate 1	2080	2080		\$70,491.00	100.00%	\$70,491.00
Magistrate 2	2080	2080		\$96,636.00	100.00%	\$96,636.00

Notes:

I.A. Salaries

I.A.2. Support Staff

Position Title	Total Annual Hours Paid by County	Total Hours Spent Assisting Principal Staff	Annual Salary	% of Salary Applied to Budget	Salary Applied to Budget

I.A.3. Unassociated Staff

Position Title		

Total Salaries Applied to this Contract	\$167,127.00
--	---------------------

I.B. Payroll Related Expenses

Type	Percentage	Salary	Amount Applied to Budget
OPERS or Social Security	14.00%	\$167,127.00	\$23,397.78
Workers' Compensation/Unemployment Insurance	2.00%	\$167,127.00	\$3,342.54
Retirement Expense/Medicare	1.45%	\$167,127.00	\$2,423.34
Hospitalization Insurance Premium			\$14,767.00
Other Life Insurance			\$240.00
Other			
Other			
Other			
Other			
Other			
Other			
Total Payroll Related Expenses			\$44,170.66

Notes:

II.A. Travel and Short Term Training

Type	Mileage rate	Miles	Total mileage	Prorate %	Amount Applied to Budget
Mileage Reimbursement			\$0.00		
Short Term Training			\$2,000.00		
Other					
Other					
Other					
Total Travel and Short Term Training					\$0.00

Notes:

To subscribe to the Key Partner Membership, to attend any trainings or conferences such as the OCDA Spring Conference, OCDA Fall Conference or the OCDA Partner Conference

II.B. Consumable Supplies

Type	Amount	Prorate %	Amount Applied to Budget
Office Supplies			
Cleaning Supplies			
Other			
Other			
Other			
Other			
Other			
Total Consumable Supplies			\$0.00

Notes:

II.C. Occupancy Costs

	Amount	Prorate %	Amount Applied to Budget
Rental at <input type="text"/> per square foot: <input type="text"/>	\$0.00	<input type="text"/>	
or			
Usage allowance/depreciation at % rate of original acquisition cost by Program Square Footage Percentage (Program Square Footage ÷ Provider Square Footage)			<input type="text"/>
Maintenance and Repairs	<input type="text"/>		
Utilities (if not included in rent)			
Heat and Light	<input type="text"/>		
Telephone	<input type="text"/>		
Water	<input type="text"/>		
Other: <input type="text"/>	<input type="text"/>		
Other: <input type="text"/>	<input type="text"/>		
Other: <input type="text"/>	<input type="text"/>		
Total Occupancy Costs			\$0.00

Notes:

II.D. Indirect Costs

Category	CAP Amount	Prorate %	Amount Applied to Budget
Total Indirect Costs			\$0.00

Notes:

II.F. Miscellaneous

Description	Amount	Prorate %	Amount Applied to Budget
			\$0.00
Total Miscellaneous Costs			

Notes:

III.A. Equipment Subject to Depreciation

Equipment to be Depreciated	New or Used	Purchase Date	Quantity	Total Actual Cost per Item	Salvage Value per Item	Total Amount to be Depreciated	Useful Life	Prorate %	Chargeable Amount of Depreciation
Total Equipment Depreciation Charges									\$0.00

Notes:

III.B. Equipment Purchases

Item	Amount	Prorate %	Quantity	Amount Applied to Budget
Total Small Equipment Purchases				\$0.00

Notes:

III.C. Lease and Rental Equipment

Item	Model and Year	Amount	Prorate %	Quantity	Amount Applied to Budget
					\$0.00
Total Lease and Rental Equipment					\$0.00

Notes:

BUDGET COMPUTATION WORKSHEET

Is this a IV-D Contract with a court for magistrate services in which a IV-D multiplier was used?

Select 1 or 2 ►

1 - no

2 - yes

1

Carried over from Page 1 ▼

\$211,797.66

Total Expenses

÷

Divided by

4,160

Total Operating Units
Produced by Principal
Staff

=

Equals

\$50.91

Unit Rate

\$50.91

Unit Rate

X

Multiplied by

637

Total Units of Service
Purchased

=

Equals

\$32,431.52

100% Contract Value

Ohio Department of Job and Family Services
IV-D CONTRACT SECURITY ADDENDUM

By signing this form, the contractor agrees to comply with all of the terms and conditions described herein.

I. Internal Revenue Service Information

A. Performance

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the Agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the Agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems processing, storing, or transmitting Federal tax information must meet ISO STD 15408, called common criteria - functional (Protection Profile) and assurance (EAL). To meet functional and assurance requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance, and documentation. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (8) The contractor will maintain a list of employees authorized access. Such list will be provided to the Agency and, upon request, to the IRS reviewing office.
- (9) The Agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

<10> **<Include any additional safeguards that may be appropriate>**

B. Criminal and Civil Sanctions

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure.

These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action.

These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or Agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

C. Inspections

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

II. Ohio Department of Taxation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All Ohio Department of Taxation, taxpayer information concerning the residential address and income of taxpayers received by the contractor is needed for the purpose of, and will be used only to the extent necessary in locating obligors, or establishing, enforcing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act. None of the information so obtained will be disclosed except for official purposes as described in section 3125.43 of the Revised Code or in compliance with a court order.

III Federal Parent Locator Service Information (FPLS)

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

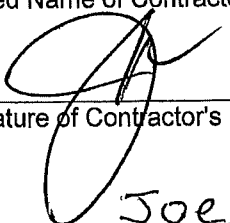
All information received by the contractor from FPLS is needed for the purpose of, and will be used only to the extent necessary in, establishing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act. obligations or pursuant to a request in connection with a parental kidnapping or child custody case as described in federal regulations at 45 CFR 303.15 and 303.69. This information shall be treated as confidential.

IV. Department of Job and Family Services, Office of Unemployment Compensation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

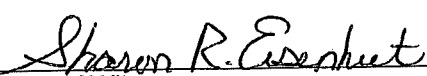
All information and records received from the Ohio Department of Job and Family Services, Office of Unemployment Compensation shall be used only for the purposes of establishing and collecting child support obligations from and locating individuals owing such obligations. The contractor maintains security safeguards for location, wage, and benefit information.

WARREN CNTY JUVENILE COURT
Printed Name of Contractor or Company


Signature of Contractor's Representative

3/1/18
Date

JOE KIRBY
Printed Name of Contractor's Representative


Signature of Witness

3/1/2018
Date

Sharon R. Eischenhut
Printed Name of Witness

CSEA

CATEGORIES	2008 for use 2010	2009 for use 2011	2010 for use 2012	2011 for use 2013	2012 for use 2014	12 for use in 14 REVISED	12 vs 14 REVISED	2013 for use in 2015	2014 for use in 2016	2015 for use in 2017	2016 for use in 2018	Difference
Bldg Use	\$ 8,287.00	\$ 8,287.00	\$ 9,687.00	\$ 9,744.00	\$ 9,500.00	\$ 9,500.00	\$ (244.00)	\$ 9,540.00	\$ 9,540.00	\$ 10,661.00	\$ 10,637.00	\$ (24.00)
Property Insurance	\$ 1,860.00	\$ 1,907.00	\$ 2,620.00	\$ 3,053.00	\$ 1,700.00	\$ 1,700.00	\$ (1,353.00)	\$ 1,989.00	\$ 2,142.00	\$ 1,485.00	\$ 1,572.00	\$ 87.00
Insurance	\$ 10,007.00	\$ 9,347.00	\$ 7,893.00	\$ 6,696.00	\$ 4,258.00	\$ 4,258.00	\$ (2,438.00)	\$ 3,760.00	\$ 3,392.00	\$ 1,988.00	\$ 2,492.00	\$ 504.00
Commissioners	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bldg. Maintenance	\$ 108,338.00	\$ 93,108.00	\$ 117,978.00	\$ 133,034.00	\$ 117,300.00	\$ 117,314.00	\$ (15,720.00)	\$ 154,060.00	\$ 133,238.00	\$ 143,509.00	\$ 119,862.00	\$ (23,647.00)
OMB	\$ 20,784.00	\$ 21,832.00	\$ 23,442.00	\$ 20,304.00	\$ 20,499.00	\$ 20,502.00	\$ 198.00	\$ 20,237.00	\$ 20,811.00	\$ 20,822.00	\$ 20,248.00	\$ (674.00)
Vehicle Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telecomm	\$ 17,963.00	\$ 21,402.00	\$ 21,680.00	\$ 20,804.00	\$ 20,811.00	\$ 20,819.00	\$ 15.00	\$ 25,401.00	\$ 27,665.00	\$ 42,067.00	\$ 38,678.00	\$ (3,389.00)
Prosecutor	\$ 10,877.00	\$ 11,693.00	\$ 11,582.00	\$ 11,516.00	\$ 11,016.00	\$ 11,019.00	\$ (497.00)	\$ 11,170.00	\$ 11,423.00	\$ 11,777.00	\$ 12,425.00	\$ 648.00
DP	\$ 41,465.00	\$ 18,351.00	\$ 42,504.00	\$ 41,804.00	\$ 46,395.00	\$ 47,402.00	\$ 5,598.00	\$ 17,379.00	\$ 19,183.00	\$ 15,594.00	\$ 12,999.00	\$ (2,595.00)
Treasurer	\$ 2,928.00	\$ 3,133.00	\$ 3,326.00	\$ 3,232.00	\$ 3,068.00	\$ 3,069.00	\$ (163.00)	\$ 3,438.00	\$ 3,373.00	\$ 6,307.00	\$ 3,531.00	\$ 2,776.00
Auditor	\$ 20,888.00	\$ 21,149.00	\$ 22,691.00	\$ 19,411.00	\$ 20,435.00	\$ 20,438.00	\$ 1,027.00	\$ 22,261.00	\$ 20,938.00	\$ 17,086.00	\$ 17,428.00	\$ 342.00
Total Allocated	\$ 243,397.00	\$ 210,209.00	\$ 263,403.00	\$ 269,598.00	\$ 254,982.00	\$ 256,021.00	\$ (13,577.00)	\$ 269,235.00	\$ 251,705.00	\$ 268,293.00	\$ 239,870.00	\$ (28,423.00)
Roll Forward	\$ 25,063.00	\$ (9,802.00)	\$ 20,006.00	\$ 59,389.00	\$ (8,421.00)	\$ (7,382.00)	\$ (66,771.00)	\$ (363.00)	\$ (3,277.00)	\$ (642.00)	\$ (11,835.00)	\$ (10,833.00)
Proposed Cost	\$ 268,460.00	\$ 200,407.00	\$ 283,409.00	\$ 328,987.00	\$ 246,561.00	\$ 248,639.00	\$ (80,348.00)	\$ 268,872.00	\$ 248,428.00	\$ 267,351.00	\$ 228,035.00	\$ (39,316.00)

In previous year payment to DP for imaging system off-set charge back to department. In 2010 there was no reimbursement to DP therefore the reason for the increase in cost

Square footage was redone and the amount was increased therefore the increase costs in Bldg Use and Bldg Maintenance

2011 for use in 2013 Bldg Services has an increase in salaries/fringe (annual cost of living) and an increase in purchased services. They had several elevator and HVAC expenditures

Roll forward is the difference between what was project in 2009 for use in 2011 plan with the actual expenditures made in 2011

2017 - Biggest Difference is in Telecomm. The Bd of DD has totally withdrawn from our system leaving fewer departments to spread the expenditures amongst.

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

Resolution

Number 18-0351

Adopted Date March 13, 2018

APPROVE AND AUTHORIZE THE BOARD OF COMMISSIONERS TO SIGN IV-D SERVICE CONTRACT BETWEEN THE WARREN COUNTY DOMESTIC RELATIONS DIVISION AND THE WARREN COUNTY CHILD SUPPORT ENFORCEMENT AGENCY

BE IT RESOLVED, to approve and authorize the Board of Commissioners to sign IV-D Service contract between the Warren County Domestic Relations Division and the Warren County Child Support Enforcement Agency; as attached hereto and made a part hereof.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Domestic Relations Court
c/a—CSEA
Domestic Relations Court (file)
CSEA (file)

Warren County CSEA
500 Justice Drive
P O Box 440
Lebanon, Ohio 45036

Ohio Department of Job and Family Services
Office of Child Support
Fiscal Administration, Contract Unit
P.O. Box 183203
Columbus, Ohio 43218-3203

Date: 1/23/18

Ohio Department of Job and Family Services
IV-D CONTRACT COVER LETTER

The IV-D Contract is between the Warren County Child Support Enforcement Agency (CSEA) and the:

- Clerk of Court
- County Prosecutor
- Court of Common Pleas, Juvenile Division
- Court of Common Pleas, Domestic Relations Division
- Sheriff
- Other Legal Services Provider
- Other: <describe the IV-D contract>

This IV-D Contract is for the following services:

- Clerk of Court filing services
- Legal Services
- Magistrate Services
- Service of Process
- Security
- Other: <describe the IV-D contract>

The unit rate is \$57.42 per hour (from paragraph 4A of the JFS 07018).

The IV-D Contract effective dates are: 1/1/18 to 12/31/18. The IV-D Contract Amendment, if applicable, effective dates are: <beginning date> to <ending date>.

A copy of the following forms are being submitted to the Office of Child Support (OCS) in accordance with Ohio Administrative Code (OAC) rule 5101:12-1-80.2 (please check the type of IV-D contract that applies and check each form that you have attached):

<input checked="" type="checkbox"/> IV-D Contract with Governmental Entity
<input checked="" type="checkbox"/> JFS 01772 "IV-D Contract Cover Letter"
<input checked="" type="checkbox"/> JFS 07018 "IV-D Contract" and attached document that describes the performance standards
<input checked="" type="checkbox"/> JFS 07020 "Governmental Contractor IV-D Contract Budget"
<input checked="" type="checkbox"/> Commissioners' resolution or minutes
<input checked="" type="checkbox"/> JFS 07016 "IV-D Contract Security Addendum"
<input checked="" type="checkbox"/> Appropriate summary page of the county cost allocation plan, if applicable
<input type="checkbox"/> Verification from sheriff that the sheriff charges other agencies service of process fees, if applicable and in accordance with OAC rule 5101:12-1-60
<input type="checkbox"/> IV-D Contract Amendment with Governmental Entity
<input type="checkbox"/> JFS 01772 "IV-D Contract Cover Letter"
<input type="checkbox"/> JFS 07037 "IV-D Contract Amendment" and attached document that describes the amended performance standards, if applicable
<input type="checkbox"/> JFS 07020 "Governmental Contractor IV-D Contract Budget"
<input type="checkbox"/> Commissioners' resolution or minutes

<input type="checkbox"/>	IV-D Contract with Private Entity
<input type="checkbox"/>	JFS 01772 "IV-D Contract Cover Letter"
<input type="checkbox"/>	JFS 07018 "IV-D Contract"
<input type="checkbox"/>	JFS 07015 "Certification of Compliance with Competitive Sealed Bid Requirements"
<input type="checkbox"/>	Commissioners' resolution or minutes
<input type="checkbox"/>	JFS 07016 "IV-D Contract Security Addendum"

<input type="checkbox"/>	IV-D Contract Amendment with Private Entity
<input type="checkbox"/>	JFS 01772 "IV-D Contract Cover Letter"
<input type="checkbox"/>	JFS 07037 "IV-D Contract Amendment"
<input type="checkbox"/>	Commissioners' resolution or minutes

The CSEA hereby certifies that:

- All required documents have been reviewed
- All required documents are included
- All mathematical calculations are correct
- This submission is timely
- All required dated signatures have been obtained
- Other: <describe the additional determinations>

Signature

Printed Name: Elizabeth Schorr, Director
Telephone Number: 513-695-1278

Ohio Department of Job and Family Services
IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Warren County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Warren County Domestic Relations Court (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from 1/1/18 through 12/31/18, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: An hourly rate for Magistrate services to: Conduct hearings; Prepare and review Magistrate reports; conduct status review for all eligible IV-D cases; including but not limited to establishment of paternity; establishment of support; enforcement of support and related orders.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
--	---

4. **IV-D Contract Costs:**

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$57.42 per Unit of Service as determined by:
 - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.

4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$20,901.85

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$7,106.63	Local Sources
FFP Reimbursement	\$13,795.22	
Total IV-D Contract Cost	\$20,901.85	

- 5B.** The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.
- 6. Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."
- 7. Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:00 and 4:30 on the following days Monday - Friday with the exception of the following days: New Years Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve 1/2 day, Christmas Day.
- 8. Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
 - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
- 9. Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.
- When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
- If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
- 10. Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
- 11. Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
- 12. Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
- 13. Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
- 14. Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the

Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
 - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
 - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
 - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
 - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
 - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the

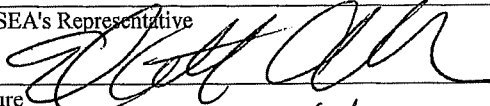
Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

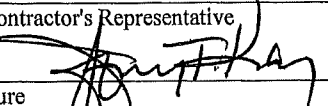
When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

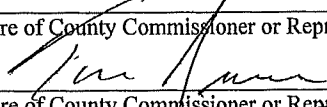
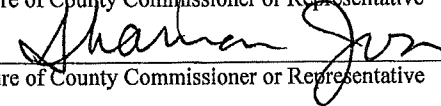
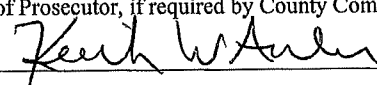
- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

IV-D Contract Signatures:

Signature of CSEA's Representative 	Printed Name of CSEA's Representative Elizabeth Schorr, Director
Date of Signature 3/1/2018	

Signature of Contractor's Representative 	Printed Name of Contractor's Representative Jeff Kirby, Judge
Date of Signature 2-27-18	Printed Street Address of Contractor 500 Justice Drive
Printed Title of Contractor's Representative Judge	Printed City, State, and Zip Code of Contractor Lebanon, Ohio 45036

Signature of County Commissioner or Representative 	Date of Signature 3/13/18
Signature of County Commissioner or Representative 	Date of Signature 3/13/18
Signature of County Commissioner or Representative	Date of Signature
Signature of Prosecutor, if required by County Commissioners 	Date of Signature 2-23-18

Prosecuting Attorney
David P. Fornshell

**CHILD SUPPORT
ENFORCEMENT AGENCY**

WARREN COUNTY, OHIO

500 Justice Drive • Lebanon, Ohio 45036

Phone: (513) 695-1580

Fax: (513) 695-2969

<http://www.co.warren.oh.us/wcchildsupport>

Director, CSEA
Elizabeth A. Schorr

Deputy Director, CSEA
Rodrick J. Hamilton

Performance Standards

- The Magistrate to be available for agreed upon dockets
- The Magistrate to be prepared to adjudicate all child support cases brought before him/her on the specified dockets; cases must be IV-D and litigated issues on IV-D dockets must be limited to IV-D reimbursable child support activities.
- The Magistrate to have the necessary space and materials available for proper adjudication of all child support cases
- Magistrate to expeditiously adjudicate all child support cases

Cincinnati
Phone: (513) 925-1580
Fax: (513) 695-2969

Dayton
Phone: (937) 425-1580
Fax: (513) 695-2969

Middletown/Franklin
Phone: (513) 261-1580
Fax: (513) 695-2969

Toll-Free
Phone: 800-644-2732
(not accessible to callers in Cincinnati,
Dayton, Lebanon or Middletown areas)

Ohio Department of Job and Family Services
GOVERNMENTAL CONTRACTOR IV-D CONTRACT BUDGET

Summary Sheet		
County:	Warren County	
Governmental Contractor:	Domestic Relations Court	
Type of IV-D Contract:	Magistrate Services	
I. Staff		
		Estimated Amount
	A. Salaries	\$185,410.00
	B. Payroll Related Expenses	\$51,468.29
	Total Staff Costs	\$236,878.29
II. Operations		
	A. Travel and Short Term Training	\$1,500.00
	B. Consumable Supplies	\$0.00
	C. Occupancy Costs	\$0.00
	D. Indirect Costs	\$0.00
	E. Contract and Professional Services	\$500.00
	F. Miscellaneous	\$0.00
	Total Operations Costs	\$2,000.00
III. Equipment		
	A. Equipment Subject to Depreciation	\$0.00
	B. Equipment Purchases	\$0.00
	C. Leased and Rented Equipment	\$0.00
	Total Equipment Costs	\$0.00
	Sub-Total of All Costs	\$238,878.29
	IV. MINUS Fees Collected by the Contractor	\$0.00
	Total Expenses	\$238,878.29

I.A. Salaries

I.A.1. Principal Staff

Position Title	Total Annual Hours Paid by County	Annual Hours Worked in Contracted Office	Annual Salary	% of Salary Applied to Budget	Salary Applied to Budget
Magistrate 1	2080	2080	\$92,705.00	100.00%	\$92,705.00
Magistrate 2	2080	2080	\$92,705.00	100.00%	\$92,705.00

Notes:

I.A. Salaries

I.A.2. Support Staff

Position Title	Total Annual Hours Paid by County	Total Hours Spent Assisting Principal Staff	Annual Salary	% of Salary Applied to Budget	Salary Applied to Budget

I.A.3. Unassociated Staff

Position Title		

Total Salaries Applied to this Contract	\$185,410.00
--	---------------------

I.B. Payroll Related Expenses

Type	Percentage	Salary	Amount Applied to Budget
OPERS or Social Security	14.00%	\$185,410.00	\$25,957.40
Workers' Compensation/Unemployment Insurance		\$185,410.00	\$0.00
Retirement Expense/Medicare	1.45%	\$185,410.00	\$2,688.45
Hospitalization Insurance Premium			\$22,582.44
Other Life Insurance			\$240.00
Other			
Other			
Other			
Other			
Other			
Other			
Total Payroll Related Expenses			\$51,468.29

Notes:

II.A. Travel and Short Term Training

Type			Amount	Prorate %	Amount Applied to Budget
Mileage Reimbursement	Mileage rate	Miles	Total mileage		
			\$0.00		
Short Term Training			\$1,500.00	100.00%	\$1,500.00
Other					
Other					
Other					
Total Travel and Short Term Training					\$1,500.00

Notes:

To subscribe to the Key Partner Membership, to attend any trainings or conferences such as OCDA Spring Conference, OCDA Fall Conference or the OCDA Partner Conference

II.B. Consumable Supplies

Type	Amount	Prorate %	Amount Applied to Budget
Office Supplies			
Cleaning Supplies			
Other			
Other			
Other			
Other			
Other			
Total Consumable Supplies			\$0.00

Notes:

II.C. Occupancy Costs

	Amount	Prorate %	Amount Applied to Budget
Rental at <input type="text"/> per square foot: <input type="text"/>	\$0.00	<input type="text"/>	
or			
Usage allowance/depreciation at % rate of original acquisition cost by Program Square Footage Percentage (Program Square Footage ÷ Provider Square Footage)			<input type="text"/>
Maintenance and Repairs	<input type="text"/>		
Utilities (if not included in rent)			
Heat and Light	<input type="text"/>		
Telephone	<input type="text"/>		
Water	<input type="text"/>		
Other: <input type="text"/>	<input type="text"/>		
Other: <input type="text"/>	<input type="text"/>		
Other: <input type="text"/>	<input type="text"/>		
Total Occupancy Costs			\$0.00

Notes:

II.D. Indirect Costs

Category	CAP Amount	Prorate %	Amount Applied to Budget
Total Indirect Costs			\$0.00

Notes:

II.E. Contract & Professional Services

Type	Amount	Prorate %	Amount Applied to Budget
Transcripts	\$500.00	100.00%	\$500.00
Total Contract and Professional Services Costs			\$500.00

Notes:

II.F. Miscellaneous

Description	Amount	Prorate %	Amount Applied to Budget
Total Miscellaneous Costs			\$0.00

Notes:

III.A. Equipment Subject to Depreciation

Equipment to be Depreciated	New or Used	Purchase Date	Quantity	Total Actual Cost per Item	Salvage Value per Item	Total Amount to be Depreciated	Useful Life	Prorate %	Chargeable Amount of Depreciation
Total Equipment Depreciation Charges									\$0.00

Notes:

III.B. Equipment Purchases				
Item	Amount	Prorate %	Quantity	Amount Applied to Budget
Total Small Equipment Purchases				\$0.00

Notes:

III.C. Lease and Rental Equipment

Item	Model and Year	Amount	Prorate %	Quantity	Amount Applied to Budget
Total Lease and Rental Equipment					\$0.00

Notes:

BUDGET COMPUTATION WORKSHEET

Is this a IV-D Contract with a court for magistrate services in which a IV-D multiplier was used?

Select 1 or 2 ►

1 - no
2 - yes

<p>Carried over from Page 1 ▼</p> <div style="border: 1px solid black; padding: 5px; text-align: center; width: 150px; margin: 0 auto;">\$238,878.29</div> <p style="text-align: center; font-size: small;">Total Expenses</p>	÷	<div style="border: 1px solid black; padding: 5px; text-align: center; width: 150px; margin: 0 auto;">4,160</div> <p style="text-align: center; font-size: small;">Total Operating Units Produced by Principal Staff</p>	=	<div style="border: 1px solid black; padding: 5px; text-align: center; width: 150px; margin: 0 auto;">\$57.42</div> <p style="text-align: center; font-size: small;">Unit Rate</p>
Divided by				
Equals				
<div style="border: 1px solid black; padding: 5px; text-align: center; width: 150px; margin: 0 auto;">\$57.42</div> <p style="text-align: center; font-size: small;">Unit Rate</p>	X	<div style="border: 1px solid black; padding: 5px; text-align: center; width: 150px; margin: 0 auto;">364</div> <p style="text-align: center; font-size: small;">Total Units of Service Purchased</p>	=	<div style="border: 1px solid black; padding: 5px; text-align: center; width: 150px; margin: 0 auto;">\$20,901.85</div> <p style="text-align: center; font-size: small;">100% Contract Value</p>
Multiplied by				
Equals				

Ohio Department of Job and Family Services
IV-D CONTRACT SECURITY ADDENDUM

By signing this form, the contractor agrees to comply with all of the terms and conditions described herein.

I. Internal Revenue Service Information

A. Performance

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the Agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the Agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems processing, storing, or transmitting Federal tax information must meet ISO STD 15408, called common criteria - functional (Protection Profile) and assurance (EAL). To meet functional and assurance requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance, and documentation. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (8) The contractor will maintain a list of employees authorized access. Such list will be provided to the Agency and, upon request, to the IRS reviewing office.
- (9) The Agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

<10> **<Include any additional safeguards that may be appropriate>**

B. Criminal and Civil Sanctions

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure.

These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action.

These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or Agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

C. Inspections

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

II. Ohio Department of Taxation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All Ohio Department of Taxation, taxpayer information concerning the residential address and income of taxpayers received by the contractor is needed for the purpose of, and will be used only to the extent necessary in locating obligors, or establishing, enforcing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act. None of the information so obtained will be disclosed except for official purposes as described in section 3125.43 of the Revised Code or in compliance with a court order.

III Federal Parent Locator Service Information (FPLS)

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

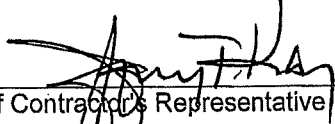
All information received by the contractor from FPLS is needed for the purpose of, and will be used only to the extent necessary in, establishing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act. obligations or pursuant to a request in connection with a parental kidnapping or child custody case as described in federal regulations at 45 CFR 303.15 and 303.69. This information shall be treated as confidential.

IV. Department of Job and Family Services, Office of Unemployment Compensation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

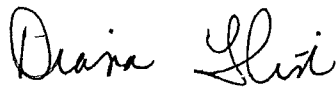
All information and records received from the Ohio Department of Job and Family Services, Office of Unemployment Compensation shall be used only for the purposes of establishing and collecting child support obligations from and locating individuals owing such obligations. The contractor maintains security safeguards for location, wage, and benefit information.

WARREN COUNTY DOMESTIC RELATIONS COURT
Printed Name of Contractor or Company


Signature of Contractor's Representative

2-27-18
Date

Jeffrey Kirby
Printed Name of Contractor's Representative


Signature of Witness

2-27-18
Date

Diana Flint
Printed Name of Witness

CSEA

CATEGORIES	2008 for use 2010	2009 for use 2011	2010 for use 2012	2011 for use 2013	2012 for use 2014	12 for use in 14 REVISED	12 vs 14 REVISED	2013 for use in 2015	2014 for use in 2016	2015 for use in 2017	2016 for use in 2018	Difference
Bldg Use	\$ 8,287.00	\$ 8,287.00	\$ 9,687.00	\$ 9,744.00	\$ 9,500.00	\$ 9,500.00	\$ (244.00)	\$ 9,540.00	\$ 9,540.00	\$ 10,661.00	\$ 10,637.00	\$ (24.00)
Property Insurance	\$ 1,860.00	\$ 1,907.00	\$ 2,620.00	\$ 3,053.00	\$ 1,700.00	\$ 1,700.00	\$ (1,353.00)	\$ 1,989.00	\$ 2,142.00	\$ 1,485.00	\$ 1,572.00	\$ 87.00
Insurance	\$ 10,007.00	\$ 9,347.00	\$ 7,893.00	\$ 6,696.00	\$ 4,258.00	\$ 4,258.00	\$ (2,438.00)	\$ 3,760.00	\$ 3,392.00	\$ 1,988.00	\$ 2,492.00	\$ 504.00
Commissioners	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bldg. Maintenance	\$ 108,338.00	\$ 93,108.00	\$ 117,978.00	\$ 133,034.00	\$ 117,300.00	\$ 117,314.00	\$ (15,720.00)	\$ 154,060.00	\$ 133,238.00	\$ 143,509.00	\$ 119,862.00	\$ (23,647.00)
OMB	\$ 20,784.00	\$ 21,832.00	\$ 23,442.00	\$ 20,304.00	\$ 20,499.00	\$ 20,502.00	\$ 198.00	\$ 20,237.00	\$ 20,811.00	\$ 20,822.00	\$ 20,248.00	\$ (574.00)
Vehicle Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telecomm	\$ 17,963.00	\$ 21,402.00	\$ 21,680.00	\$ 20,804.00	\$ 20,811.00	\$ 20,819.00	\$ 15.00	\$ 25,401.00	\$ 27,665.00	\$ 42,057.00	\$ 38,576.00	\$ (3,481.00)
Prosecutor	\$ 10,877.00	\$ 11,693.00	\$ 11,582.00	\$ 11,516.00	\$ 11,016.00	\$ 11,019.00	\$ (497.00)	\$ 11,170.00	\$ 11,423.00	\$ 10,777.00	\$ 12,425.00	\$ 1,648.00
DP	\$ 41,465.00	\$ 18,351.00	\$ 42,504.00	\$ 41,804.00	\$ 46,395.00	\$ 47,402.00	\$ 5,598.00	\$ 17,379.00	\$ 19,183.00	\$ 15,594.00	\$ 12,899.00	\$ (2,695.00)
Treasurer	\$ 2,928.00	\$ 3,133.00	\$ 3,326.00	\$ 3,232.00	\$ 3,068.00	\$ 3,069.00	\$ (163.00)	\$ 3,438.00	\$ 3,373.00	\$ 3,307.00	\$ 3,531.00	\$ 224.00
Auditor	\$ 20,888.00	\$ 21,149.00	\$ 22,691.00	\$ 19,411.00	\$ 20,435.00	\$ 20,438.00	\$ 1,027.00	\$ 22,261.00	\$ 20,938.00	\$ 17,083.00	\$ 17,428.00	\$ 345.00
Total Allocated	\$ 243,397.00	\$ 210,209.00	\$ 263,403.00	\$ 269,598.00	\$ 254,982.00	\$ 256,021.00	\$ (13,577.00)	\$ 269,235.00	\$ 251,705.00	\$ 268,299.00	\$ 239,870.00	\$ (28,429.00)
Roll Forward	\$ 25,063.00	\$ (9,802.00)	\$ 20,006.00	\$ 59,389.00	\$ (8,421.00)	\$ (7,382.00)	\$ (66,771.00)	\$ (363.00)	\$ (3,277.00)	\$ (942.00)	\$ (11,835.00)	\$ (10,893.00)
Proposed Cost	\$ 268,460.00	\$ 200,407.00	\$ 283,409.00	\$ 328,987.00	\$ 246,561.00	\$ 248,639.00	\$ (80,348.00)	\$ 268,872.00	\$ 248,428.00	\$ 267,357.00	\$ 228,035.00	\$ (39,322.00)

In previous year payment to DP for imaging system off-set charge back to department. In 2010 there was no reimbursement to DP therefore the reason for the increase in cost

Square footage was redone and the amount was increased therefore the increase costs in Bldg Use and Bldg Maintenance

2011 for use in 2013 Bldg Services has an increase in salaries/fringe (annual cost of living) and an increase in purchased services. They had several elevator and HVAC expenditures

Roll forward is the difference between what was project in 2009 for use in 2011 plan with the actual expenditures made in 2011

2017 - Biggest Difference is in Telecomm. The Bd of DD has totally withdrawn from our system leaving fewer departments to spread the expenditures amongst.

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

Resolution

Number 18-0352

Adopted Date March 13, 2018

APPROVE AND ENTER INTO AN AGREEMENT WITH JUSTICE BENEFITS, INC. AS THE GENERAL PARTNER OF JBI, LTD FOR PROFESSIONAL SERVICES OF RANDOM MOMENT TIME STUDY (RMS ONLY CLIENT) ON BEHALF OF WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve the agreement with Justice Benefits, Inc., for professional services of random moment time study (RMS Only Client) on behalf of Warren County Juvenile Court; copy attached hereto and made a part of hereof.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Justice Benefits, Inc.
Juvenile (file)

AGREEMENT FOR PROFESSIONAL SERVICES

(FOR "RMS ONLY CLIENT")

between

Justice Benefits, Incorporated

and

Warren County, Ohio

This Agreement is entered into by and between Warren County, Ohio (hereinafter referred to as the "County") and Justice Benefits, Inc. as the general partner of JBI, LTD, a Texas limited partnership (hereinafter, collectively referred to as "JBI" or "Contractor"), located at 1711 E. Beltline Rd., Coppell, Texas 75019.

WITNESSETH

WHEREAS, JBI is willing and able to provide professional assistance for the web-based random moment time study (RMS);

WHEREAS, JBI provides comprehensive services to a number of Ohio Counties (the "JBI Comprehensive Clients"), and is making a onetime offer to provide more limited assistance (with reduced service and reduced fee) to certain Ohio Counties.

WHEREAS, Counties who accept this RMS Only offer are expected to be familiar with RMS, (the "RMS Only Clients");

NOW, THEREFORE, for and in consideration of these mutual covenants and promises recorded herein, the parties hereto agree as follows.

**ARTICLE I
RESPONSIBILITIES OF JBI**

1.01 For clarification purposes, JBI will have two classifications of clients in the state of Ohio. They are the JBI RMS Only Clients and the JBI Comprehensive Clients. This Agreement sets forth terms and conditions applicable to RMS Only Clients.

1.02 JBI agrees to perform the following services:

Training

- a. JBI will provide onetime "initial" webinar training at each individual county. This training will only cover how to operate and have access to the JBI web-based RMS system.
- b. JBI will provide each time study participant a training manual. In addition, two extra copies will be provided to the County.
- c. JBI will provide annual webinar training on RMS system operation. Should JBI discontinue the use of webinar trainings, JBI will provide annual onsite training in place of the webinar training.

Technical Support

- a. JBI's Title IV-E Department will assign a liaison to work directly with the county on technical issues (IT) related to the operation of the RMS system.
- b. The JBI designated liaison will only provide assistance on issues that deal with the actual web-based system, i.e. no assistance with coding or comments.
- c. All other assistance will be billed in fifteen (15) minute increments, at an hourly rate of \$86/hour, and will be billed on a monthly basis.

ARTICLE II RESPONSIBILITIES OF THE COUNTY

2.01 The County agrees to perform the following activities:

- a. Designate a properly authorized County representative to be the point of web based RMS contact for JBI
- b. Designate a contract monitor who shall:
 - i. Be the person responsible for providing JBI with the necessary RMS data each quarter in the Fiscal Year
 - ii. Be the person responsible to provide the contract payment, in accordance with article V that shall accompany the signed contract or contract renewal.

2.02 Under this agreement, it is the County's sole responsibility to provide the following services:

- a. The County is responsible for providing all RMS data thirty (30) days prior to the time study quarter start date. The RMS data shall include the following:
 - Number of time study participants
 - The list of participants including:
 - o Names
 - o Their hours or shifts typically worked
 - o E-mail addresses
 - o Each participant's supervisor and their e-mail address
 - o County Holiday Schedule
 - o Any RMS related data that from time to time may be mandated by State or Federal guidelines.
- b. JBI will accept the time study participant information as provided by the County and process this information exactly as provided.
- c. The County is responsible for the accuracy of the time study participants selected to participate in the RMS time study. The county is also responsible for the accuracy of the time code selected for each observation moment.

- d. JBI will accept the time code responses provided by the County and process this information exactly as provided.
- e. The County assumes all responsibility for ensuring that each quarterly time study is accurate and valid per federal and state Title IV-E program guidelines and meets the quarterly minimum observation requirements per ODJFS.

Training

- a. JBI is not responsible for providing the county any training related to the RMS time study codes. The County assumes full responsibility for training its participants on time codes.
- b. Should there be any changes to the RMS time study codes; JBI will notify the county of that change. However, the county is responsible for training on any new and existing codes.
- c. JBI is not responsible for any and all RMS code changes.

Technical Support

- a. JBI will not provide any verbal or written assistance on how to respond to observation moments. JBI will not provide any quality assurance review on any observation moments received.
- b. The County assumes full responsibility for responding accurately to all observation moments. JBI will only act in a quality assurance capacity on RMS technical issues related to RMS software and JBI's management of that software.

Web-Based RMS results

- a. Each quarter JBI will provide a spreadsheet to the County that compiles the quarter's RMS moments. JBI will provide this spreadsheet within two (2) weeks of the quarter's end. The County will then have five (5) business days to review the spreadsheet and invalidate any observation moments the County feels is inaccurate. (*Invalidating moments means they will be removed from the time study results thus reducing the number of final valid observation moments*).
- b. If the County does not provide their modified spreadsheet reflecting any needed changes within five (5) business days, JBI will use the data that was originally submitted to the County for review and calculate the quarterly RMS summary results.
- c. The county has five (5) business days to edit quarterly spreadsheet and return it to JBI. JBI will then provide the quarterly RMS summary to the County within four (4) weeks from the close of the quarter. At that point, it will be the County's responsibility to use the data to compile their IV-E Administrative Claim. JBI will also provide the quarterly RMS summary results directly to the Ohio Department of Job and Family Services (ODJFS).

Audit

- a. It is the County's sole responsibility should the County ever be audited on their quarterly IV-E claims. As this contract encompasses the RMS services only, and as JBI is allowing access to the web-based RMS, JBI will not provide assistance for any such audit.

**ARTICLE III
INITIAL TERM AND RENEWAL**

3.01 The initial term of this Agreement is three (3) years, commencing with the date of this Agreement (the "Initial Term").

**ARTICLE IV
CONFIDENTIALITY**

The County and JBI mutually agree that the confidentiality of the information obtained by JBI shall be strictly observed, as permitted by law, in any reporting, auditing, invoicing and evaluation, provided however, that this provision shall be construed as a standard of conduct and not a limitation upon the right to conduct the foregoing activities. It is recognized that ODJFS will be provided with the county's quarterly RMS results.

**ARTICLE V
COMPENSATION**

5.01 The intent of this Agreement is to compensate JBI for providing web-based RMS only services to the County. The parties agree JBI will be compensated for the web-based RMS services at the following rate:

- ❖ Two-thousand five-hundred dollars (\$2,500) per year.

5.02 Unless otherwise agreed or directed by JBI in writing, the County shall make payment to the order of Justice Benefits, Inc. at 1711 E. Beltline Rd., Coppell, TX 75019.

5.03 County assumes full responsibility for interfacing with Contractor's web-based RMS system. County is solely responsible for timely responding to all observation moments, and accurately providing the requested RMS data with an appropriate response, proper code, and correct data format.

5.04 JBI assumes no liability or responsibility to assist County to input timely, properly coded and accurate responses to any observation moment, nor any other part of overall claim preparation or submission other than expressly stated above.

5.05 As further described below, County's access to Contractor's web-based RMS system is provided "AS IS" and WITH ALL FAULTS.

5.06 All other assistance beyond scope of work provided above will be billed monthly at a rate of \$86/hour in fifteen (15) minute increments.

ARTICLE VI NOTIFICATION

Any notice, specifications, reports, or other written communications from JBI to the County shall be considered delivered when posted by certified mail. Any notice, delivered by certified mail to JBI at the address on the first paragraph of this Agreement shall be considered delivered when posted.

ARTICLE VII DEFINITIONS

RMS - The web-based Random Moment Sampling (RMS) time study is used to document the activities of staff performing direct delivery program related functions benefiting one or more Federally funded programs. The RMS is a technique for determining the amount of effort spent by a group of employees on various activities. A RMS study consists of a number of individual observations of employee activities taken at random intervals. The RMS produces a random selection of observations for the population during the reporting period. The sampling frame is constructed to provide each participant in the pool an equal chance to be included in each sample observation. Each participant has the same chance as any other participant to be selected for each observation.

Webinar - A webinar is used to conduct live meetings or presentations via the internet. In a webinar, each participant sits at his or her own computer and is connected to other participants via the internet. The attendees will simply enter a website address to enter the webinar.

ARTICLE VIII MISCELLANEOUS PROVISIONS

7.01 **Authority.** All necessary approvals for the execution of this Agreement have been obtained and each person executing this agreement on behalf of the County is authorized to execute this Agreement as the binding act of the County.

7.02 **Changes to be in Writing.** This Agreement may be modified to include additional work the County desires to be completed on a fixed or contingent fee basis with the written consent of both parties.

7.03 **Choice of Law, Forum Selection and Alternative Dispute Resolution.** Once records are made available, the RMS web-based program will be performed by the Contractor at its headquarters in Dallas County, Texas. This Agreement shall be governed by the laws of the State of Ohio, and any disputes shall be resolved in said state. The parties prefer informal resolution of any disputes. Prior to filing litigation, the parties shall discuss participating in alternative dispute resolution, including a pre-suit mediation or settlement conference.

7.04 **Counterparts.** This Agreement and renewals may be executed in separate counterparts, each of which shall be deemed to be an original, and such counterpart shall together constitute but one and the same document.

7.05 **Entire Agreement.** This Agreement and its attachments, if any, contain the entire Agreement between the Contractor and the County. Any previous proposals, offers, discussions, preliminary understandings and other communications relative to this Agreement, oral or written, are hereby superseded by this Agreement.

7.06 **Force Majeure.** Contractor shall be excused from performance during any delay beyond the time named for the performance of this contract caused by any act of God, war, civil disorder, strike or other cause beyond its reasonable control.

7.07 **Headings.** The headings used herein are for convenience only and shall not limit the construction or interpretation hereof.

7.08 **Inconsistencies.** Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

7.09 **Indemnification.** Contractor agrees to indemnify the County, its officers, employees and agents for injury to persons or property, including contractor, its officers, employees or agents, the County, its officers, employees or agents, or other persons where such injury proximately results from an intentional act or omission of the Contractor or its employees.

7.10 **Independent Contractor.** Contractor shall be considered an independent contractor and not an employee of the County. Contractor shall be solely responsible for paying its own staff and the out-of-pocket expenses it incurs in providing services hereunder. Contractor shall also maintain general liability insurance at its own expense, in addition to workers'

compensation coverages as may be required by law, and will provide proof of insurance to the County upon twenty (20) days notice.

7.11 **Exclusive Limited Warranty.** Contractor uses reasonable methods to include accurate and up-to-date information in its website, training sessions and training manuals. Because of the possibility of human and mechanical error, as well as other factors, Contractor disclaims any implied warrant of any kind, including representation about its accuracy, completeness, appropriateness or fitness for a particular purpose. County assumes full responsibility for using information provided by the web based RMS system, and County understands and agrees Contractor is neither responsible nor liable for any claim, loss or damage resulting from its use. County agrees to use the web based RMS on an "AS IS" and an "AS AVAILABLE" basis. All faults as to satisfactory quality, performance, accuracy, and effort remain with County. Steps taken by Contractor to correct defects shall not act to extend the term of this warranty. The following are not covered by this warranty: (a) any consequential or incidental damage; (b) any work performed or material supplied by other persons not under control of Contractor; (c) any conditions made worse or defect caused by the negligence, improper maintenance or other action of County or persons not under Contractor's control; (d) loss or damage caused by, or resulting from, inaccurate information provided by County or the act or omission of others which is covered as a casualty loss under a County policy of insurance; (e) any bodily injury or damage to personal property; and (f) training manuals or information from Contractor not issued for the current quarter and year which may contain information outdated due to adoption of new laws or regulations and/or agency interpretations. To the fullest extent permitted by law, THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY THE CONTRACTOR GIVES. IMPLIED WARRANTIES, IF ANY, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE ONE-YEAR TERM OF THIS EXCLUSIVE LIMITED WARRANTY TO THE FULLEST EXTENT PERMITTED BY LAW. All faults as to satisfactory quality, performance, accuracy, and effort remain with the "RMS Only Client".

7.12 **Non-Discrimination.** In performing this Agreement, contractor agrees it will not engage in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, or religion of such persons.

7.13 **Prohibition against Assignment.** There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto, except as follows: Contractor permitted to assign to affiliated company, and parties will not unreasonably withhold consent to assignment.

7.14 **Rule of Construction.** Each party and its legal counsel have been afforded the opportunity to review and revise this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments of exhibits hereto.

7.15 **Severability.** Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.16 **Terminology and Definitions.** All personal pronouns used herein, whether used in the masculine, feminine or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

7.17 **Waiver.** The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

7.18 **Ownership, License and Restrictions on Use.** All right, title and interest (including all copyrights, trademarks and other intellectual property rights in Contractor's website, training courses and written training materials belong to Contractor or its licensors. Contractor grants County a nontransferable, limited license to view and use these materials only for the duration of the initial term of this Agreement and for the purposes set forth above. No part of such materials may be reproduced, republished, copied, transmitted or distributed in any manner without prior express written permission of Contractor.

7.19 **Website Disclaimer.** Contractor will not be liable for any delay, difficulty in use, inaccuracy or incompleteness of information, computer viruses, malicious code, loss of data, compatibility issues, or otherwise. Contractor will not be liable even if someone has advised us of the possibility of such damages or loss. County agrees to use the website at its own risk. Contractor is not liable for any direct, indirect, incidental, consequential, or punitive damages arising out of access to the site or any link provided in the site to another site.

When using Contractor's website, County accepts at its own risk that the internet may not perform as intended despite our best efforts, your best efforts, and the best efforts of our and your internet service providers.


IN WITNESS WHEREOF, the undersigned parties are fully authorized by the County and the


Company respectively to execute this Agreement as of the date written below.

EXECUTED THIS 13 DAY OF March, 2018

AGREED:

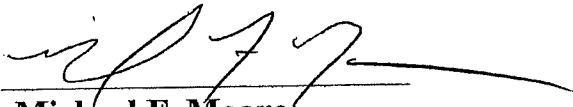
Warren County, Ohio


Signature Tom Grossmann


Signature Shannon Jones

ACCEPTED BY:

JBI, LTD., a Texas Limited Partnership
By: Justice Benefits, Inc., a Texas Corporation
Its: Corporate General Partner

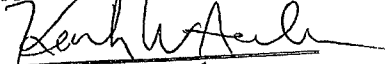
By: 
Michael F. Moore
Senior Vice President
1711 E. Beltline Road
Coppell, Texas 75019

Print Name

Commissioner
Title

Address: 406 Justice Dr.
Lebanon, OH 45036

APPROVED AS TO FORM


Keith W. Anderson
Asst. Prosecuting Attorney

TRANSACTION RECORD INQUIRY DISPLAY SCREEN

FAOI22-FAS29

ACCOUNT TYPE.. E
FUND. 101 FUNCTION. 2500 OBJECT. 400 SUB-ACCT. DATE. 1/09/18
PURCHASE ORDER#. 24255 ACTUAL DATE. 1/09/18
ACCURAL YEAR. 2018

VENDOR.. 86305 JUSTICE BENEFITS INC
ADDRESS. 1711 E BELTLINE RD COPPELL, TX 75019

OTHER FUND. FUNCTION. OBJECT.. SUB-ACCT.

TRANSACTION TYPE. PO CODE.. 0001

TRANSACTION AMOUNT 2,500.00 STATUS.. A

WARRANT NUMBER WARRANT TYPE..

PROGRAM CODE. CLASSIFICATION.
MEMO. WEB BASED RMS IVE TIME STUDIES

ENTER-REDISPLAY LIST F3-RETURN TO PROMPT

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

Resolution

Number 18-0353

Adopted Date March 13, 2018

AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A SCOPE OF SERVICES AGREEMENT WITH WOODHULL, LLC FOR BUNDLED SERVICE AGREEMENT FOR COPIER AND PRINTER BASED PRODUCTS ON BEHALF OF WARREN COUNTY DATA PROCESSING

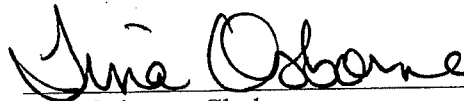
BE IT RESOLVED, to authorize the President of the Board to enter into a scope of services agreement with Woodhull, LLC; copy of said agreement as attached hereto and made a part hereof.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: c/a – Woodhull, LLC
Data Processing (file)



Scope of Services Agreement

Bill To:				Ship To:			
Account	WARREN COUNTY DATA PROCESSING			Account	WARREN COUNTY DATA PROCESSING		
Address 1	406 JUSTICE DRIVE			Address 1	406 JUSTICE DRIVE		
Address 2				Address 2			
City, State	LEBANON, OH			City, State	LEBANON, OH		
Email		Zip	45036	I.T. Contact	BEN CLIFT	Phone	513-695-1990
Contact	BEN CLIFT			Meter Contact		Fax	
Phone	513-695-1990	Fax	ENTER	Meter email			

Payment Terms:	Net 10 Days	Tax Exempt?	YES - Attach Form
Start Date		Base Charge is Quarterly, <u>unless checked here</u>	<input type="checkbox"/> Other: _____
End Date		Meter Frequency is Quarterly, <u>unless checked here</u>	<input type="checkbox"/> Other: _____
Term:	_____ Months	Note: Subject to approval by Woodhull, LLC management.	

- Select All that Apply to this Agreement (Scope of Services):
- Bundled Service Agreement for Copier and Printer Based Products:** Includes unlimited service calls, all service labor, parts, travel, drums, toner cartridges, toner, developer, maintenance kits and all other consumables with the exception of paper, staples, ongoing training, network and software support. Customer is responsible for adding paper, toner, toner cartridges, staples, other consumables and clearing of misfeeds.
 - Automatic Shipment of Toner Cartridges to Printers:** If a printer device is readable for toner tracking, customer elects to have cartridges shipped automatically on a just-in-time basis. Shelf stock is not needed with this option. Note: Customer call-in required for non-reading devices.
 - Printer Replacement Guarantee:** If any printer on attached Schedule A (or B, etc) cannot be repaired satisfactorily by Woodhull, it will be replaced at Woodhull's expense. Woodhull retains ownership of any such replacement device. The guarantee includes laser printers, but excludes copier, MFD, MFP, Mopier, or any other A3 or A4 devices.
 - Non-Bundled Service Agreement:** Includes all service labor, parts, and travel. Excludes all consumables, toner, ink, drums or masters, maintenance kits, developer, staples, paper, additional training, network and software support. Customer is responsible for adding paper, toner, staples, master units, maintenance kits, oil or any other consumables and clearing of misfeeds.
 - Waiver:** Customer waives the offered service agreements. Service will be available on a chargeable basis and payment will be due at time service is performed. If the customer requests a service agreement in the future, an inspection call must be performed prior to the start of any service agreement. If parts are required on the inspection call, these will be billable to the customer prior to the start of the service agreement.

NOTE: This is a fixed term agreement and may not be cancelled or refunded. Network Time and Peripheral Hardware are not covered under this Agreement. Additional coverages are available upon request. On-site I.T. support is available at \$150 per hour.

ID Tag	Model	Serial	Location	Meter Type	Begin Meter	QUARTERLY Base Charge	QUARTERLY Base Clicks	Overage Click Charge
14336	MPC3003	E155M860928		BAW		NO CHANGES	same	same
14337	MPC4503	E175M811013		COL	COLOR ALLOW.	\$80.00	1,000	\$0.085
17688	MPC3004	C717M600205						
TERMS & CONDITIONS SUPPLEMENTED TO EXISTING AGREEMENT								
MAINTENANCE & SERVICES LINKED FOR ID 14336, 14337 & 17688								
See Attached Schedule(s), if applicable, for List of Devices Covered								

(PLUS TAX)

DATA SECURITY OPTIONS ON OLD EQUIPMENT BEING PICKED UP -- PLEASE CHECK ONE:

- WAIVER:** Customer waives data security options. Customer accepts sole responsibility to remove any sensitive data stored on the hard drives, all memory locations, and any external data storage devices used with the equipment being returned. Woodhull, LLC will NOT be held liable for any data left on old devices.
- DESTROY HARD DRIVE:** Woodhull will remove and destroy MFD hard drives, provide certification, and clear address book. PRICE per MFD Copier: \$500

INDICATE BELOW THE SOLUTIONS INCLUDED WITHIN THIS SCOPE OF SERVICES AGREEMENT:

• PRINT AUDIT Rules-Based Printing / Cost Recovery	No. of Workstations Included:	None
• PRINT AUDIT "Follow-Me" / Secure Release Printing	No. of Printers and MFDs Included:	None

Accepted by Customer:

Authorized Signature		Consultant Signature	
Printed Name	Tom Grassman	Consultant Printed Name	KEVIN GATES
Title/Position	President	Consultant Number	
Date	3/13/18	Date	2/22/18

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

Resolution

Number 18-0354

Adopted Date March 13, 2018

AUTHORIZE A MEMORANDUM OF AGREEMENT (MOA) BETWEEN WARREN COUNTY BOARD OF COMMISSIONERS AND MONTGOMERY COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS, Montgomery and Warren Counties agree to support the operation of a Regional Radio Cache; and

WHEREAS, both Counties have a goal to promote regional interoperable communications for Public Safety and Public Service Agencies through the use of a Regional Radio Cache; and

WHEREAS, both Counties agree that the Regional Radio Cache will consist of 700/800 MHz portable radios operating on the Ohio Multi Agency Radios Communications Systems (MARCS); and

WHEREAS, it is acknowledged that no contractual relationship is created through this memorandum; and

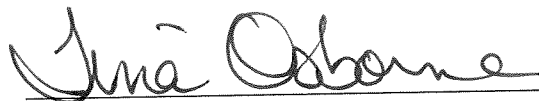
NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to adopt said Memorandum of Agreement, copy of Montgomery County approved Memorandum of Agreement (MOA) attached hereto and made a part hereof.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Montgomery County
Telecom (file)

18-0063

RESOLUTION NO. 18-0063
JANUARY 16, 2018

RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE MONTGOMERY COUNTY BOARD OF COUNTY COMMISSIONERS AND THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING SUPPORT OF A REGIONAL RADIO CACHE. NO FUNDING WILL RESULT FROM THIS MOA

WHEREAS, The Montgomery County Board of County Commissioners and the Warren County Board of Commissioners are desirous of a working partnership to achieve common goals to reach these outcomes; and

WHEREAS, the terms and conditions of this MOA shall be effective until one or both parties terminate the agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Montgomery County, Ohio does hereby authorize this Resolution to enter into a Memorandum of Agreement (MOA) with Board of County Commissioners of Warren County, Ohio regarding support of a Regional Radio Cache. No funding will result from this MOA.

BE IT FURTHER RESOLVED that the Clerk of the Commission certify this resolution and make an imaged copy of this resolution available on the Montgomery County, Ohio website at <http://www.mcohio.org>

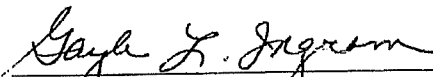
J
D
L

Mr. Foley moved the adoption of the foregoing resolution. It was seconded by Ms. Dodge, and upon call of the roll the following vote resulted:

Mr. Foley, aye; Ms. Dodge, aye; Mrs. Lieberman, aye; Carried.

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Board of County Commissioners of Montgomery County, Ohio, the 16th day of January, 2018.

THE BOARD OF COUNTY COMMISSIONERS HEREBY FINDS AND DETERMINES THAT ALL FORMAL ACTIONS RELATIVE TO THE ADOPTION OF THIS RESOLUTION WERE TAKEN IN AN OPEN MEETING OF THIS BOARD OF COUNTY COMMISSIONERS, AND THAT ALL DELIBERATIONS OF THIS BOARD OF COUNTY COMMISSIONERS, AND OF ITS COMMITTEES, IF ANY WHICH RESULTED IN FORMAL ACTION, WERE TAKEN IN MEETINGS OPEN TO THE PUBLIC, IN FULL COMPLIANCE WITH APPLICABLE LEGAL REQUIREMENTS, INCLUDING SECTION 121.22 OF THE REVISED CODE.


Gayle L. Ingram, Clerk
Board of County Commissioners
Montgomery County, Ohio

Memorandum of Agreement

This Memorandum of Agreement (MOA) is made on this 19th December 2017 by and between the Montgomery County Board of County Commissioners and Warren County Board of County Commissioners.

WHEREAS both organizations have a goal to promote regional interoperable communications for Public Safety and Public Service agencies through the use of a Regional Radio Cache.

NOW THEREFORE, the Parties agree as follows:

1. **Purpose.** Montgomery and Warren Counties agree to support the operation of a Regional Radio Cache. This cache will provide interoperability communications support for Public Safety and Public Service agencies in Montgomery, Warren, and surrounding counties. These radios were purchased using Homeland Security funds. The cache is structured according to the provisions of the Montgomery and Warren County Tactical Interoperability Communications Plans (TIC-P) in accordance with guidelines set by the Ohio Statewide Interoperability Executive Committee (SIEC).
2. **Obligations.** The Parties acknowledge that no contractual relationship is created through this memorandum but agree to work together in the true spirit of partnership to ensure the continued operation of the Regional Radio Cache to support regional Public Safety and Public Service agencies.
 - a. Montgomery County agrees to:
 - i. Supply suitable portable radios for the cache.
 - ii. Maintain the hardware and software on Montgomery County-supplied cache radios.
 - iii. Make cache radios available for deployment to any Public Safety agency within the region. Requests for the cache will be made to the Montgomery County Regional Dispatch Center (RDC). RDC will then contact the Montgomery County Emergency Management Duty Officer to activate the cache.
 - b. Warren County agrees to:
 - i. Provide system access to the MARCS system for Regional Radio Cache radios
 - ii. Assist as needed with programming Regional Radio Cache Radios
 - c. Both Parties agree that:
 - i. The Regional Radio Cache will consist of 700/800 MHz portable radios operating on the Ohio Multi Agency Radios Communications System (MARCS).

- ii. At a minimum, these radios will be programmed with MARCS interoperability zones, current National Interoperability Field Operations Guide (NIFOG) national conventional analog 700/800 MHz interoperability channels, and selected talk groups from Montgomery and Warren counties.
 - iii. Additional talk groups and zones from other counties in the region may be added with the approval of the agency responsible for coordinating radio protocols in that county.
3. **Cooperation.** Each Party will ensure compliance with the standards and regulations specific to the tasks they agree to perform.
4. **Funding.** Any resources utilized and/or endured by either party will be their responsibility. No funding or reimbursement will be exchanged between Montgomery and Warren Counties.

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

Resolution

Number 18-0355

Adopted Date March 13, 2018

APPROVE AGREEMENT AND ADDENDUM WITH ROYALSEED YOUTH DEVELOPMENT CENTER, INC. 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 Warren County Board of Commissioners to enter into the agreement and addendum with Royalseed Youth Development Center, Inc., on behalf of Warren County Children Services, for calendar year 2018, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a – Royalseed Youth Development Center, Inc.
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

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

hereinafter "Provider," whose address is:

Collectively the "Parties."

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

and

Provider Royalseed Youth Development Center, Inc.		
Street/Mailing Address 10582 Morning Glory LN		
City Cincinnati	State OH	Zip Code 45240

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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 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

A. 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.

Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

A. Without limiting the services that the Provider will provide pursuant to 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 CONTRACTS NOT COMPETITIVELY PROCURED

A. 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

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

- 1) Exhibit I – Scope of Work;
- 2) Exhibit II – Request for Proposals (if applicable);
- 3) Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- 4) Exhibit IV – Rate Schedule.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **01/01/2018** through **03/31/2019**, unless this Agreement is suspended or terminated pursuant to Article VIII 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, for _____ 0 additional, _____ 0 year terms not to exceed _____ 0 years. 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. Schedule A: Rate Schedule;
- B. Exhibit I: Scope of Work;
- C. Exhibit II: Request for Proposals (if applicable); then
- D. Exhibit III: Provider's Proposals (if applicable).

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement and the addenda 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. All other definitions to be resolved through Federal Regulations, 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 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.
- B. 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. Failure to submit the progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.
- C. Provider agrees that children will not be moved to another foster home or other out-of-home care setting within the Provider's network of available placement services without prior approval or in the event of an emergency, simultaneous notification to the Agency. Notification will include such information as name, address, and phone number of the new foster home or other out-of-home care setting
- D. Provider agrees to notify all Agencies whose children are co-located when any child placed is critically injured or dies in that location immediately or at a minimum within 24 hours through the procedure detailed in the Addendum to the Agreement.
- E. Notification to the Agency of critical incidents must occur immediately through the procedure detailed in the Addendum to the Agreement. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified program (ODJFS 5101:2-9-23; ODMH 5122-30-16, 5122-26-13; ODADAS 3793:2-1-04; DODD 5123:2-17-02).
- 1) Emergency situations include but are not limited to the following:
 - a. Absent Without Leave (AWOL)
 - b. Child Alleging Physical or Sexual Abuse / Neglect
 - c. Death of Child
 - d. Illicit drug / alcohol use; Abuse of medication or toxic substance
 - e. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital.
 - f. Perpetrator of Delinquent / Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors)
 - g. School Expulsion / Suspension (formal action by school)
 - h. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER)
 - i. Victim of assault, neglect, physical or sexual abuse
- F. 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) The filing of any law enforcement report involving the child
 - 2) When physical restraint is used/applied.
- G. Written documentation of the emergency and non-emergency situations shall be provided to the Agency within one (1) business day of the initial notification.
- H. 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.
- I. 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.
- J. The Provider agrees to provide notice of removal of a child by giving a minimum of 14 calendar days' notice, and to submit a discharge plan summary no later than thirty calendar days after the date of discharge in accordance with the applicable licensed or certified program. (ODJFS 5101:2-5-17; ODMH 5122-30-22 5122-30-04; ODADAS 3793:2-1-04, 3793:2-1-05; DODD 5123:2-7-10, 5123:2-3-05).
- K. 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.
- L. 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.

- M. When applicable, 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 5101:2-42-65 of the Administrative Code.
- N. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report 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.
- O. The Provider agrees to 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.
- P. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for Agency children, 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.
- Q. 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.
- R. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. FTMs, Treatment Team Meetings, IEPs, etc.).

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 a copy of the case plan to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties. Agency agrees to also provide a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases or at placement for existing cases.
- 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 XIII of this Agreement.
- D. 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.
- E. 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.
- F. 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 fourteen (14) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- G. 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.
- H. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- I. The Agency represents:
 - 1) that it has adequate funds to meet its obligations under this Agreement;
 - 2) that 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) that it will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.

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
- 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.
 - 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 **\$30,000.00**.
- 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 Agency agrees to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third party payer. Payment shall not exceed the Medicaid allowable rate.
- 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. Failure of the Agency to comply with the prompt payment requirement will be part of the dispute resolution process contained in Article XIII.
- H. Agency reserves the right to withhold payment for any portion of an invoice in which it asserts that a discrepancy exists. In such instances, the Agency shall withhold payment only for that portion of the statement with which it disagrees. The Agency shall notify the Provider in a timely manner when there is a billing discrepancy. Once discrepancies are resolved, Provider may re-submit an invoice for the disputed charges within the specified requirements set in Article VI
- 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.

The Agency may elect to not make payment of any invoice received 60 business days after the timeframe in accordance with Article VI. Reasonable cause for late submission of an invoice will be considered by the Agency on a case by case basis. 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 XIII.

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 ninety (90) 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 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 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 VI. 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.
- E. Notwithstanding the above, in cases of confirmed allegations of: i) improper or inappropriate activities, ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a child; iv) unethical business practices or procedures; and v) any other event that Agency deems harmful to the well-being of a child; or vi) loss of funding as set forth in Article V, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained 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 AND CONFIDENTIALITY 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 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 the Agency's child 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 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 Agency's Child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all of the Agency's child 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 and results obtained under the Agreement, impact of Agreement activities, and assessment of the Provider's performance 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.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC Sections 2151.86, 5103.0328, 5103.0319 and applicable OAC Sections as defined in Article XXI of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers who are involved in the care for a child and interns.
- 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 will 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. The parties will 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(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 LEP Childs through the use of an oral or written translator or interpretation services in compliance with this requirement, Childs 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 Howard M. Metzenbaum 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

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 Ohio Revised Code section 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 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 rule 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 sections 5101.11, 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) Rule 5101:2-47-11 of the OAC: "Reimbursement for foster care maintenance costs for child's residential centers, group homes, maternity homes, residential parenting facilities, and purchased family foster care facilities".
 - 2) Rule 5101:2-47-26.1 of the OAC: "Public child services agencies (PCSA), private child placing agencies (PCPA): Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements".
 - 3) Rule 5101:2-47-26.2 of the OAC: "Cost Report Agreed Upon Procedures Engagement".
 - 4) JFS 02911 Single Cost Report Instructions.
 - 5) For Private Agencies: 2 CFR 225, Cost Principles for Non-Profit Organizations.
 - 6) For Public Agencies: 2 CFR 230, Cost Principles for State, Local and Indian Tribal Government.

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

- A. 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), 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 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

Royalseed Youth Development Center, Inc.
10582 Morning Glory LN
Cincinnati OH 45240

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

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.

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 conflicting 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 Ohio Revised Code provisions 102.03, 102.04, 2921.42, 2921.43.

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.

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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.

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.

B. Transportation of Child

- 1) Any individual transporting Childs shall possess the following qualifications:
 - a. Prior to allowing an individual to transport a Child, an initial satisfactory Bureau of Motor Vehicle ("BMV") abstract from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure must be obtained;
 - b. Thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure; and
 - c. A current valid driver's license and vehicle insurance must be maintained.
- 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 Section 5101:2-07-02(l) 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 rehabilitation 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 of in accordance with 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 child served by Agency.

Article XXIV. EXCLUDED PARTIES LIST

The Excluded Parties List 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 identified on the list. By entering into this Agreement, Provider warrants and represents that they are not currently on the Excluded Parties List. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be placed on this Excluded Parties List during any term of the Agreement.

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 a contract, and prior to the time a contract is entered into, the successful bidder shall submit a statement in accordance with ORC Section 5719.042. Such statement shall affirm under oath that the person with whom the contract 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 contract, 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 or as a result of 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. WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

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. Waivers shall not be effective unless in writing.

Article XXXII. APPLICABLE LAW AND VENUE

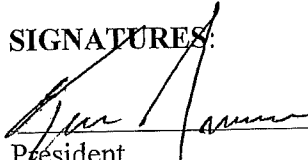
This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to the Agreement will be filed in the courts located in Warren County, Ohio.

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

SIGNATURES OF PARTIES:

Provider: <i>Reynold Caswell</i>	Date 2-19-18
Printed Name Royalseed Youth Development Center, Inc.	
Agency: <i>Juan M. Wall</i>	
Printed Name Warren County Children Services	Date 2-26-18

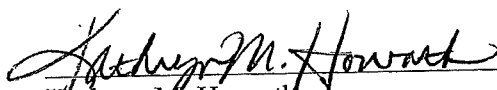
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 18-0355, dated 3/13/18.

SIGNATURES:


President
Warren County Board of Commissioners
3/13/18

Date

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

TRANSACTION RECORD INQUIRY

DISPLAY SCREEN

FAOI22-FAS29

ACCOUNT TYPE.. E

FUND. 273

FUNCTION. 5100

OBJECT. 447

SUB-ACCT.

DATE. 1/05/18

PURCHASE ORDER#. 22324

ACTUAL DATE. 1/05/18
ACCRUAL YEAR. 2018

VENDOR..
ADDRESS.

OTHER FUND.

FUNCTION.

OBJECT..

SUB-ACCT.

TRANSACTION TYPE. PO CODE.. 0001

TRANSACTION AMOUNT 3,000,000.00

STATUS.. A

WARRANT NUMBER

WARRANT TYPE..

PROGRAM CODE. CLASSIFICATION.

MEMO. CONTRACT PLACEMENT SVCS

ENTER-REDISPLAY LIST

F3-RETURN TO PROMPT

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

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

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

and

hereinafter "Provider," whose address is:

Provider Royalseed Youth Development Center, Inc.		
Street/Mailing Address 10582 Morning Glory LN		
City Cincinnati	State OH	Zip Code 45240

Contract ID : 14730409

Originally Dated :01/01/2018 to 03/31/2019

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: 01/01/2018
Amendment End Date : 03/31/2019
Increased Amount: \$0.00
Article Name:

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: 02/14/2018

Provider / ID : Royalseed Youth Development Center, Inc. / 15611999

Contract Period : 01/01/2018 - 03/31/2019

Cost/Amendment Period :01/01/2018 -

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
Morning Glory Lane Group Home (20854)	5843663			\$268.00	\$16.00							\$284.00	01/01/2018	03/31/2019

**ADDENDUM 1 TO AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS
FOR THE PROVISION OF CHILD PLACEMENT**

WHEREAS, the parties to the Agreement seek to amend and provide specific terms to certain articles of the Ohio Department of Job and Family Services standard Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement;

NOW, WHEREFORE, the parties agree that the Agreement shall include the following Amendments, additional terms, and conditions that address Provider and Agency responsibilities.

AMENDMENT #1

Article V. PROVIDER RESPONSIBILITIES

The parties do hereby agree that Article V, subsection B of the Agreement shall be deleted in its entirety and replaced with the following language:

“Provider agrees to submit the SORC monthly progress report as negotiated by the parties for each child no later than the fifteenth (15th) day of each month. The SORC 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. Failure to submit the SORC progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.”

AMENDMENT #2

Article V. PROVIDER RESPONSIBILITIES

The parties further agree that the following provision shall be added to Article V of the Agreement:

“Provider agrees to provide additional services (e.g. transportation of the child for routine services, including, but not limited to, court hearings, visitations, family visits, medical appointments, school, therapies, and recreational activities).”

AMENDMENT #3

Article V. PROVIDER RESPONSIBILITIES

WHEREAS, the parties have agreed in Article V, subsections (D) and (E) of the Agreement that the Provider will notify the Agency under certain circumstances of death, critical injury, critical incidents, or emergencies involving an Agency child; and

WHEREAS, the parties have agreed in Article V, subsection (F) of the Agreement that the Provider will notify the Agency within 24 hours of certain non-emergency circumstances involving an Agency child; and

WHEREAS, the parties have agreed in Article V, subsection (G) of the Agreement that notification shall contain written documentation; and

WHEREAS, the parties desire to detail the procedure Provider is to follow for notification in such circumstances and for provision of written documentation;

The parties hereby agree to the following procedures:

I. NOTIFICATION OF DEATH, CRITICAL INJURY, CRITICAL INCIDENT, OR EMERGENCY INVOLVING AGENCY CHILD

A. Normal Business Hours

If notification is made during the Agency's normal business hours, Provider shall make notification by calling the main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) The Agency Director;
- (2) The Agency Deputy Director;
- (3) The supervisor assigned to the child's case;
- (4) Another supervisor; or
- (5) The caseworker assigned to the child's case.

A voicemail left during normal business hours does not constitute notification.

B. After Normal Business Hours

If notification is made after the Agency's normal business hours, Provider shall make notification by calling the Agency's after-hours hotline telephone number at (513) 695-1600. Provider shall leave a message containing the following information:

1. Name of Provider
2. Name of caller
3. Call-back number
4. Name of child
5. A statement that the caller wishes to make notification of death, critical injury, critical incident, or emergency involving an Agency child.

Notification is not complete after normal business hours until Provider is contacted by return call from an Agency representative.

Following notification, Provider shall remain immediately available for further communications from the Agency.

II. NOTIFICATION OF NON-EMERGENCY INVOLVING AGENCY CHILD

During normal business hours and within 24 hours following the non-emergency situation, Provider shall call the Agency's main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) Supervisor assigned to child's case;
- (2) Caseworker assigned to child's case; or
- (3) Another supervisor.

A voicemail left during normal business hours does not constitute notification.

III. WRITTEN DOCUMENTATION

Provider shall provide written documentation of emergency and non-emergency situations pursuant to Article V, subsection (G) by any of the following methods:

A. MAIL – Provider may mail documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following address:

Warren County Children's Services
416 S. East Street
Lebanon, Ohio 45036

B. FASCIMILE/ FAX – Provider may fax documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following fax numbers:

(513) 695-1247; or
(513) 695-1880

C. ELECTRONIC MAIL/ EMAIL –

1. In the event of death, critical injury, critical incident, or emergency involving an Agency child, Provider may email documentation to the Agency Director, copying the Agency Deputy Director, the supervisor assigned to child's case, and the caseworker assigned to child's case.
2. In the event of a non-emergency involving an Agency child, Provider may email documentation to the supervisor assigned to child's case, copying the caseworker assigned to the child's case.

AMENDMENT #4

ARTICLE VI. AGENCY RESPONSIBILITIES

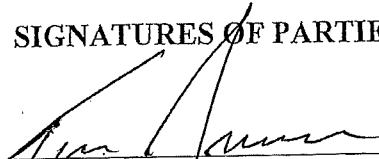
The parties further agree that Article VI, subsection (G) of the Agreement shall be amended as follows:

The language that states "thirty (30) calendar days" shall be replaced with "twenty-four (24) hours, not to exceed thirty (30) calendar days."


ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT.

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 18-0355, dated 3/13/18, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:

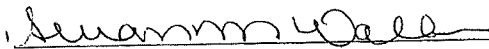


President
Warren County Board of Commissioners
Date 3/13/18



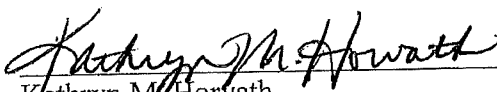
Provider
Date 2-19-18

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

**State of Ohio
Department of Job and Family Services**

**John R. Kasich
Governor**

This is to Certify that

**ROYALSEED YOUTH DEVELOPMENT CENTER, INC.
10582 MORNING GLORY LANE
CINCINNATI, OHIO 45240
(CERTIFICATION - STUDY# 78540)**

Has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.
The specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying letter.

To operate a Group Home (s)

This certificate is effective From June 14, 2016 To June 13, 2018
Temporary certificate expiration date To _____

Unless sooner revoked or amended by the Ohio Department of Job and Family Services





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HAUSER 5905 E. Galbraith Rd, Ste 9000 Cincinnati OH 45236	CONTACT NAME: VICKI DIXON
	PHONE (A/C, No, Ext): 513-745-9200 FAX (A/C, No): 513-745-9219 E-MAIL ADDRESS: VDIXON@thehausergroup.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Philadelphia Indemnity Ins Co	NAIC # 18058
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED	ROYAL-2
ROYAL SEED YOUTH DEVELOPMENT CENTER REGINALD CROWELL 10582 MORNING GLORY LANE CINCINNATI OH 45240	

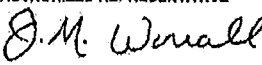
COVERAGES **CERTIFICATE NUMBER: 1323867890** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK1604652	1/25/2018	1/25/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 OHIO EMPLOYERS \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	PHPK1604652	1/25/2018	1/25/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 \$1,000,000 AGGREGATE/\$500,000 EACH OCCURRENCE SEXUAL OR MOLESTATION COVERAGE \$0 DEDUCTIBLE RETRO DATE 01-25-2017
 \$2,000,000 AGGREGATE/\$1,000,000 EACH OCCURRENT PROFESSIONAL LIABILITY COVERAGE \$0 DEDUCTIBLE RETRO DATE 01-25-2017

MOSSES CHILDREN SERVICES is shown as certificate holder as well as added as an additional insured(s) solely with respect to general liability coverage, AUTO hire and non owned and umbrella.

CERTIFICATE HOLDER	CANCELLATION 30 DAYS EXCEPT 10 DAYS NON PAYMENT
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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

Resolution

Number 18-0356

Adopted Date March 13, 2018

APPROVE AND ENTER INTO ADOPTION ASSISTANCE AGREEMENTS WITH [REDACTED]
[REDACTED] ON BEHALF OF OHIO DEPARTMENT OF JOB AND
FAMILY SERVICES CHILDREN SERVICES DIVISION

BE IT RESOLVED, to approve and enter into Adoption Assistance Agreements with [REDACTED]
[REDACTED] on behalf of Ohio Department of Job & Family Services Children
Services Division. Copy of agreements attached hereto and made a part hereof.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc:

[REDACTED]
Children Services (file)

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

Resolution

Number 18-0357

Adopted Date March 13, 2018

APPROVE AND ENTER INTO ADOPTION ASSISTANCE AGREEMENTS WITH [REDACTED]
[REDACTED] ON BEHALF OF OHIO DEPARTMENT OF JOB AND FAMILY
SERVICES CHILDREN SERVICES DIVISION

BE IT RESOLVED, to approve and enter into Adoption Assistance Agreements with [REDACTED]
[REDACTED] on behalf of Ohio Department of Job & Family Services Children Services
Division. Copy of agreements attached hereto and made a part hereof.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc:

[REDACTED]
Children Services (file)

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

Resolution

Number 18-0358

Adopted Date March 13, 2018

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE WARREN COUNTY BOARD OF COMMISSIONERS AND WARREN COUNTY COMMUNITY SERVICES, INC. ON BEHALF OF WARREN COUNTY CHILDREN SERVICES


BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Memorandum of Understanding with Warren County Community Services, Inc. on behalf of Warren County Children Services; copy of agreement is attached hereto and made a part hereof.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a – Warren County Community Services
Children Services (file)

**Therapeutic Interagency Program
Memorandum Of Understanding**

RECEIVED
MAR 01 2018
W.C.C.S.

This Agreement is entered into between the Warren County Board of County Commissioners (hereinafter referred to as "Board") on behalf of Warren County Children Services, and Warren County Community Services, Inc., located at 570 North State Route 741, Lebanon, Ohio 45036.

This is a contract for **Therapeutic Interagency Program (TIP) Services for the period of January 1, 2018-December 31, 2018.**

ARTICLE I: PURPOSE OF THE CONTRACT

The purpose of the TIP Program is to provide preschool children who have histories of abuse and neglect with supportive and integrated child protection, mental health, and educational interventions that protect the children while promoting healthy social interactions with parents, teachers, and therapists. The TIP Program strives to provide the children with sustained, safe, nurturing environments and relationships, provides interactions with positive adult and peer role models, helps to stabilize the children physically and mentally, assists in their developmental and social-emotional progress, and works to obtain family stability.

ARTICLE II: RESPONSIBILITIES OF WARREN COUNTY COMMUNITY SERVICES

- A. Ensure the funds subject to this 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 Head Start grant award.
- B. Supply Program services during the contract period to children ages three to five and their families. Services shall include, but not be limited to, therapeutic provider-based year-round preschool programming, mental health therapy, as well as individualized treatment plans, daily transportation, psychiatric services, in-home and provider-based parent education and involvement, educational resources for parents, transitional services, coordination with outside agencies to address client needs, and program evaluation to insure fiscal accountability and to measure evidence-based outcomes and quality assurance.
- C. Accept all referrals made by Warren County Children Services staff and provide program services to clients who are eligible for Temporary Assistance to Needy Families (TANF). Other social service organizations in the community may also refer potential clients, space permitting. Head Start eligibility of client will be verified prior to the provision of services.
- D. Ensure that all children in TIP during the school year are Head Start children with access to all services that Head Start provides, including, but not limited to educational assessments, health screenings and services, disability screenings and services, parental involvement assessments, and social services.

- E. Operate two TIP classroom sessions at South Lebanon Early Learning Center, 99 North Section Street, South Lebanon, Ohio 45065. The Program shall be run in half-day sessions, Monday through Thursday. The Program shall operate at least 160 days during the year. Each section shall accommodate twelve (12) students for a total enrollment of twenty-four (24) children.
- F. Warren County Community Services staff shall accompany the clients in the contracted transportation vehicle to ensure attendance and to allow for daily monitoring of the home environment.
- G. Employ and maintain two (2) full-time teachers and two assistant teachers to provide specific classroom curriculum as identified and described in this section of the contract agreement. Warren County Community Services shall certify that those persons hired shall be fully trained and qualified; minimum of Child Development Associate credential, Prefer degree in early childhood education.
- H. Employ and maintain one (1) full-time equivalent TIP Coordinator through direct hire who can intelligently and competently do the following: assume responsibility for supervision of TIP classroom and outpatient placement and program referrals, complete all reports and rosters as assigned and by due date, assist TIP staff, children, parents, and other agency staff through TIP's intake, placement, treatment, and transition stages, assist in interpreting program findings, assure cooperative programming of TIP/Head Start clients, assist with growth/expansion, replication and dissemination of TIP model, provide direct on-site and home-based services to parents/guardians referred, conduct home visits occurring on a consistent and regular basis for all referred caregivers. Warren County Community Services certifies that upon hire and during his/her service for Warren County Community Services, the person hired shall be fully trained and qualified to perform duties described in this section of the agreement, with a minimum education requirement of a Bachelor's Degree in Social Work, Special Education, Early Childhood Education or other related professions; prefer Master's Degree. Knowledge, skills, and abilities of TIP Coordinator shall include, without limitation, knowledge of trauma-informed practices, interdisciplinary and interagency work experience, experience in the field of child developmental learning disorders and/or child welfare, experience in the field of parenting, experience working with and/or providing education to adults and families, experience working with diverse populations of children and adults including: abuse/neglected population, low function population, substance abusers, domestic violence, and victims of sexual abuse, possessing demonstrated ability to work as a team member, good organizational skills, history of good job attendance, must pass criminal background checks, drug screening, and be free from communicable diseases. Warren County Community Services shall supply appropriate supervision and administrative functions associated with overall performance of the agreement in a manner satisfactory to Warren County Children Services.
- I. Perform appropriate supervision and administrative functions and related tasks associated with the overall performance of the Program, which shall include without limitation, overseeing

the management of the Project, compiling and disseminating related program data and reports as required by this agreement, managing and monitoring all employees, and designing methods to implement best practices in a manner satisfactory to Warren County Community Services.

- J. Maintain appropriate records of client activity, both for individual clients and for the entire client population served under this agreement, so as to facilitate monitoring and evaluation.
- K. Supply a class roster and attendance sheets for all children enrolled in and attending the TIP program. Warren County Community Services shall submit a Monthly Client Report for each client served during the month and a Monthly Provider Wait List no later than the 15th day of each month following the end of the reporting month that shall cover the previous thirty (30) day period. Monthly coordination meetings will be held between Warren County Children Services and Warren County Community Services to review services provider and client progress.
- L. Submit a quarterly invoice of \$12,500 to Warren County Children Services to Ellie Hamilton at Elнора.Hamilton@jfs.ohio.gov and Jenny Carman at Jennifer.Carman@jfs.ohio.gov. The invoice will be submitted in March, June, September and December of 2018.
- M. An interim report on the TIP Program is due from Warren County Community Services within thirty (30) days after completion of the first six (6) months of the Program and a final report on the Program is due from the Warren County Community Services within forty-five (45) days after the end of the agreement term. Such reports shall include, without limitation, a narrative which describes the program activities, attendance statistics, program outcomes, and the Program's successes and positive impacts on the community.
- N. Warren County Community Services warrants that claims made to Warren County Children Services for payment for services provided shall be for actual services rendered and shall not duplicate claims made by Warren County Community Services to other sources of public or private funds for the same services.
- O. At least one (1) time during the agreement period, Warren County Children Services and Warren County Community Services shall meet to discuss the agreement performance to date. At this meeting, Warren County Community Services shall supply Warren County Children Services with comprehensive cost and statistical information on the Program and in-depth analysis of the Program activity and budget information to-date. The programmatic review shall be conducted to ensure fulfillment of contractual obligations and compliance with terms and conditions of this agreement. Amendments of the contract will be made as mutually agreed upon. No agreement modifications shall become effective until they are reduced to writing and signed by both parties.
- P. Warren County Community Services agrees that they shall not use any information, systems or records made available to them for any purpose other than to fulfill the contractual duties specified herein, without the express written permission of Warren County Children Services. Warren County Community Services further agree to maintain the confidentiality of all clients and families served. No information on clients served

shall be released for research or other publication without the express written consent of the Warren County Children Services Director or her designee.

- Q. Promptly reimburse Warren County Children Services for any funds Warren County Children Services 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 Warren County Children Services is responsible. Make records available to Warren County Children Services, ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

ARTICLE III: RESPONSIBILITY OF WARREN COUNTY CHILDREN SERVICES

- A. Provide funding to Warren County Community Services, not to exceed \$50,000.00 for calendar year 2018, in accordance with this Agreement and Federal, state and local laws upon receipt of a quarterly invoice for \$12,500.00 to be sent in the months of March, June, September and December of 2018.
- B. Assign a case manager to the children who participate in the TIP program. This case manager will attend monthly coordination meetings with Warren County Community Services, assist with enrollment efforts such as acquiring necessary paperwork from the guardian or agency record, making necessary service referrals, and monitor client progress.
- C. Provide technical assistance and training as requested to assist Warren County Community Services in fulfilling its obligations under this agreement.
- D. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.
- E. At least one (1) time during the agreement period, Warren County Children Services and Warren County Community Services shall meet to discuss the agreement performance to date. At this meeting, Warren County Community Services shall supply Warren County Children Services with comprehensive cost and statistical information on the Program and in-depth analysis of the Program activity and budget information to-date. The programmatic review shall be conducted to ensure fulfillment of contractual obligations and compliance with terms and conditions of the agreement. Amendments of the contract will be made as mutually agreed. No agreement modifications shall become effective until they are reduced to writing and signed by both parties.

ARTICLE IV. AMENDMENT OR TERMINATION OF AGREEMENT

This document constitutes the entire agreement between Warren County Children Services and Warren County Community Services with respect to all matters herein. Only a document signed by both parties may amend this Agreement. Both Warren County Children Services and Warren County Community Services agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for

executing written amendments. Any written amendment to this Agreement will be prospective in nature.

Either party may terminate after giving thirty (30) 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 31st day following the receipt of the notice by the other party.

ARTICLE V. MISCELLANEOUS PROVISIONS

A. **Limitation of Liability:** To the extent permitted by law, Warren County Children Services agrees to be responsible for any liability directly relating to all acts of negligence by Warren County Children Services. To the extent permitted by law, Warren County Community Services agrees to be responsible for any liability directly related to all acts of negligence by Warren County Community Services. In no event, shall either party be liable for any indirect or consequential damages, even if Warren County Children Services or Warren County Community Services knew or should have known of the possibility of such damages.

B. This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

C. Nothing in this Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Warren County Children Services to Warren County Community Services that is not specifically set forth in state and federal law. Nothing in this 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, Warren County Children Services, Warren County Community Services, or any of the officers or employees of the State of Ohio, Warren County Children Services or any of the officers or employees of the State of Ohio or Warren County Children Services.

In Witness whereof, Warren County Board of County Commissioners on behalf of Warren County Children Services, and Warren County Community Services have executed this Agreement effective the date of the last obtained signature as follows:

Susan Walther 3-1-18
Susan Walther, Director/ Date
Warren County Children Services

Eugene Rose 2/26/18
Eugene Rose, Executive Director/ Date
Warren County Community Services

Warren County Board of County Commissioners:

Commissioner Young

[Signature]
Commissioner Grossmann

[Signature]
Commissioner Jones

Approved As To Form Only:

Keith Anderson 3-5-2018
Keith Anderson, Assistant Prosecuting Attorney/ Date

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

Resolution

Number 18-0359

Adopted Date March 13, 2018

APPROVE CHANGE ORDER #1 WITH SUNESIS CONSTRUCTION COMPANY FOR THE FY2017 WARREN COUNTY AIRPORT RUNWAY REHAB AND WIDENING PROJECT

WHEREAS, pursuant to Resolution #17-1333 adopted August 29, 2017 this Board entered into contract for the FY 2017 Runway Rehab and Widening Project; and

WHEREAS, the Warren County Airport Authority Board has secured use of temporary closed runway markers from a nearby airport creating a deduct relative to the cost proposed by Sunesis; and

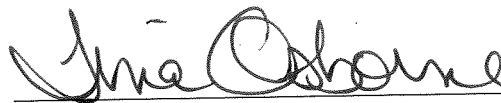
NOW THEREFORE BE IT RESOLVED, to approve change order #1 with Sunesis Construction Company in the amount of \$41,664.40 resulting in an decrease to purchase order #21022, for a new contract price of \$2,068,300.39 for said purchase order; the change order is attached hereto and made a part hereof.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: c/a—Sunesis Construction Company
Airport (file)
OMB

CHANGE ORDER

No. 1 Date: 1/5/18
 Agreement Date: 8/29/17

NAME OF PROJECT: 2017 Improvements to Warren County Airport - John Lane Field, Lebanon, Ohio
Section "A": Runway Pavement Rehabilitation and Widening; Section "B": Runway Lighting

OWNER: Warren County Airport Authority

CONTRACTOR: Sunesis Construction Co.

Make the following changes to the CONTRACT:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
S-619-5.1	Temporary Airfield Markers	L.S.	-\$41,664.40	-\$41,664.40

DISCUSSION: This Change Order is required because the Owner was advised by a nearby airport that they would let them borrow their temporary closed runway markers so that they did not have to purchase new temporary closed runway markers. The original contract amount for this item of work was \$63,955. The cost for this item using temporary closed runway markers from another airport and returning them at completion of the project is \$22,290.60.

Proposed Change to CONTRACT PRICE:	\$ -41,664.40
Current CONTRACT PRICE:	\$2,109,964.79
The new CONTRACT PRICE will be:	\$2,068,300.39

CONTRACTOR: Michael J. Fenning Project Manager 1/23/2018
 SUNESIS CONSTRUCTION CO. TITLE DATE

ENGINEER: Jeffrey R. Kramer Associate 1-17-18
 STANTEC CONSULTING SERVICES, INC. TITLE DATE

OWNER: Nicholas E. Seyant AABVP 2/2/18
 WARREN COUNTY AIRPORT AUTHORITY TITLE DATE

[Signature] President 3/13/18
 _____ TITLE DATE

WARREN COUNTY COMMISSIONERS TITLE DATE

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

Resolution

Number 17-1333

Adopted Date August 29, 2017

ENTER INTO CONTRACT WITH SUNESIS CONSTRUCTION COMPANY FOR THE FY2017 WARREN COUNTY AIRPORT –JOHN LANE FIELD RUNWAY REHAB AND WIDENING PROJECT

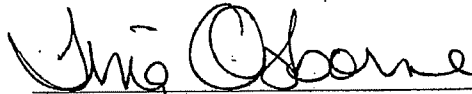
BE IT RESOLVED, to enter into contract with Sunesis Construction Company, 2610 Crescentville Road, West Chester, Ohio for the FY2017 Warren County Airport—John Lane Field Runway Rehab and Widening Project for a total cost of \$2,109,964.79.

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

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

Resolution adopted this 29th day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: C/A—Sunesis Construction Co.
Airport Authority (file)
Jeff Kramer, Stantec
Al Wolfson, Secretary/Treasurer AAB
OMB Bid file

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

Resolution

Number 18-0360

Adopted Date March 13, 2018

ENTER INTO A CONSULTING SERVICES CONTRACT WITH COLLINS ENGINEERS, INC. FOR UNDERWATER INSPECTION AND SCOUR ASSESSMENT OF VARIOUS WARREN COUNTY BRIDGES ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

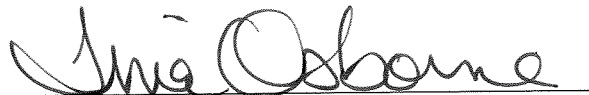
BE IT RESOLVED, to enter into a consulting services contract with Collins Engineers, Inc., 124 Venture Court, Suite 10, Lexington, KY 40511 for the underwater inspection and scour assessment of various Warren County bridges, as attached hereto and made a part hereof.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Collins Engineers, Inc.
Engineer (file)

**CONSULTING SERVICES CONTRACT FOR
UNDERWATER INSPECTION AND SCOUR ASSESSMENT
OF VARIOUS WARREN COUNTY BRIDGES
ENGINEERING SERVICES**

THIS IS AN AGREEMENT, made as of the date stated below, between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Collins Engineers, Inc., 124 Venture Court, Suite 10, Lexington, KY 40511, a Corporation organized, duly licensed and existing under the laws of the State of Ohio, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to have underwater inspections and scour assessments performed on seven (7) Warren County bridges at various locations along the Little Miami River and Twin Creek, hereinafter referred to as the PROJECT. In order to proceed with the PROJECT, Engineering Services must be completed, which are part of services to be provided by ENGINEER.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional Engineering Services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional Engineering Services for COUNTY ENGINEER in all phases of the Project to which this Agreement applies, serve as COUNTY ENGINEER'S professional Engineering representative for the Project as set forth below and shall give professional Engineering consultation and advice to COUNTY ENGINEER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

- 1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil engineering services incidental thereto.
- 1.2 ENGINEER shall perform tasks for the PROJECT in accordance with the scope of services attached and made a part of this contract and identified as Exhibit 1, hereinafter referred to as "Basic Services".
- 1.3 ENGINEER shall furnish to the COUNTY ENGINEER one copy of all electronic files regarding the PROJECT on a compact disk.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types, which are not considered normal or customary Basic Services. Such services will be set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.

SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES

COUNTY ENGINEER shall:

- 3.1 Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project.
- 3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project.
- 3.3 Furnish ENGINEER, as required for performance of ENGINEER'S Basic Services, data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions, all of which ENGINEER may rely upon in performing his/her services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.
- 3.5 Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of the ENGINEER.
- 3.6 Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.7 Bear all costs incidental to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER'S obligation to render services hereunder will extend for the period of time that may reasonably be required for the Engineering Services of the PROJECT, including extra work and required extensions thereto.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:
 - 5.1.1.1 The ENGINEER agrees to provide the Basic Services set forth in Section 1 hereof to the COUNTY ENGINEER for the PROJECT, for a **lump sum fee of \$43,928.50**.
 - 5.1.1.2 For Additional Services, OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as set forth in an Exhibit, attached to and made a part of this Agreement before such services begin.

5.2 Times of Payments

- 5.2.1 ENGINEER shall submit monthly progress reports for Basic and Additional Services rendered. The progress reports will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. No payment will be processed

without a monthly progress report. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

5.3 Other Provisions Concerning Payments

- 5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER'S statement therefore, the amounts due ENGINEER shall include a charge at the rate of one percent (1%) per month from said 60th day, and in addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due for services and expenses.
- 5.3.2 Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

5.4 Definitions

- 5.4.1 The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to the following; engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination

The obligation to provide services under this Agreement may be terminated by either party upon thirty (30) days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated, ENGINEER shall be paid for services performed to the termination date.

6.2 Reuse of Documents

All documents including reports and maps prepared by Engineer pursuant to this Agreement are instruments of service as part of the PROJECT. They are not intended or represented to be suitable for reuse by COUNTY ENGINEER or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER or COUNTY ENGINEER'S risk and without liability or legal exposure to ENGINEER. Any verification or adaptation requested by OWNER or COUNTY ENGINEER to be performed by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and ENGINEER.

6.3 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio.

6.4 Successors and Assigns

- 6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each bind himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations of this Agreement.
- 6.4.2 Neither OWNER nor ENGINEER nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.
- 6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER, COUNTY ENGINEER and ENGINEER.

6.5 Modification or Amendment

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

6.6 Construction

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

6.7 Waiver

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

6.8 Relationship of Parties

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

6.9 Parties

Whenever the terms "OWNER", "COUNTY ENGINEER" AND "ENGINEER" are used herein, these terms shall include without exception the employees, agents, successors, assigns and/or authorized representatives of OWNER, COUNTY ENGINEER and ENGINEER.

6.10 Headings

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

6.11 Notices

All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:

TO: Warren County Commissioners Attn. Tiffany Zindel, County Administrator 406 Justice Drive Lebanon, Ohio 45036 Ph. 513-695-1250	Warren County Engineer's Office Attn. Neil F. Tunison, County Engineer 210 W Main Street Lebanon, Ohio 45036 Ph. 513-695-3301
---	---

Collins Engineers, Inc.
Attn: Josh Johnson, Regional Manager
124 Venture Court, Suite 10
Lexington, KY 40511
Ph. 859-367-0097

6.12 Insurance

ENGINEER shall carry comprehensive general or professional liability insurance with coverage limits of \$1,000,000 Per Occurrence, and \$2,000,000 Aggregate, with no interruption of coverage during the entire term of this Contract. ENGINEER further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, ENGINEER 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 Contract. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage, which further requires and provides for thirty (30) days written notice of cancellation or non-renewal to COUNTY ENGINEER. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

ENGINEER shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide COUNTY ENGINEER with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

The following Exhibits are attached to and made a part of this Agreement:

Exhibit 1

SECTION 8 – ENTIRE AGREEMENT

This Agreement (consisting of pages 1 to 7, inclusive), together with the Exhibit and schedules identified above constitute the entire agreement between OWNER and ENGINEER

and supersede all prior written or oral understandings. This Agreement and said Exhibit and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

SECTION 9 – INDEMNIFICATION

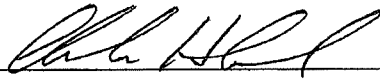
ENGINEER will defend, indemnify, protect, and save OWNER and COUNTY ENGINEER from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, to the extent of damage caused by and arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by ENGINEER, its employees, licensees, contractors, or subcontractors pursuant to the performance of services under this agreement; (b) the failure of ENGINEER, its employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of ENGINEER, its employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

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SECTION 10 – EXECUTION

ENGINEER :

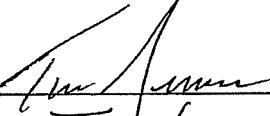
IN EXECUTION WHEREOF, Collins Engineers, Inc., an Ohio corporation for profit, has caused this Agreement to be executed on the date stated below by Charles H. Conrad, whose title is Sr. Vice President, pursuant to a corporate Resolution authorizing such act.

SIGNATURE: 
PRINTED NAME: Charles H. Conrad
TITLE: Sr. Vice President
DATE: 2/23/2018

OWNER:

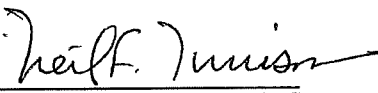
IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by Tom Grossmann, its President, pursuant to Resolution No. 18-0360 dated 3/13/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 
PRINTED NAME: Tom Grossmann
TITLE: President
DATE: 3/13/18

RECOMMENDED BY:

**NEIL F. TUNISON, P.E., P.S.
WARREN COUNTY ENGINEER**

By: 
Neil F. Tunison, P.E., P.S.

APPROVED AS TO FORM:

**DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO**

By: 
Assistant Prosecuting Attorney

COLLINS ENGINEERS^{INC}

January 18, 2018

Mr. Roy Henson, P.E., P.S.
Bridge Engineer
Warren County Engineer's Office
210 West Main Street
Lebanon, OH 45036

RE: Warren County 2018 Underwater Bridge Inspections

Dear Mr. Henson:

Collins Engineers, Inc. (Collins) is pleased to submit this cost proposal for the underwater inspection of 7 bridges located in Warren County, OH. We propose to perform the services described above for a Lump Sum fee of **\$43,928.50**. Please find included in this proposal a breakout of anticipated costs.

Scope:

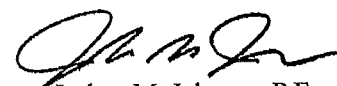
Collins Engineers will perform the underwater inspections of 7 bridges (see attached). Soundings will be collected per current ODOT Standards. Channel profile cross sections will be developed per current FHWA Standards. A draft written report will be submitted to the County within 60 days of the inspections. Inspection reports will include structure ratings, inspection findings, recommendations, scour assessment, location map, sounding plan, cross sections, and substructure sheets showing plan view, elevation views, and inspections notes for all substructure units located within the waterway. Finally, an Element 17 checklist will be completed (see attached).

The inspections will be performed by a team of **Engineer-Divers** from our qualified structural engineering staff experienced in underwater bridge inspections utilizing surface-supplied-air diver operations. The inspection team will be led by an NBIS-qualified Team Leader and registered Professional Engineer in the state of Ohio. Collins utilizes structural engineers in the water to provide our clients with an inspection team that fully understands the complexities of highway bridges. This allows the engineer to gain first-hand knowledge of the subsurface condition of the bridge rather than gaining this information through the descriptions of other, less qualified divers.

On average, Collins is proposing to spend 4 hours on site for each inspection. Since reports and inspection drawings are not available in their original format, we are also proposing 16 hours of report writing and 8 hours of drafting per structure. This brings the average cost per underwater inspection to approximately \$6,275.50 per bridge.

Should you require any additional information, please do not hesitate to contact me at 859-367-0097.

Sincerely,


Joshua M. Johnson, P.E.
Regional Manager

Collins Engineers, Inc.
 124 Venture Court, Suite 10
 Lexington, KY 40511
 Phone: 859-367-0097

Client: Warren County Ohio Engineer's Office
 Project: Underwater Bridge Inspections - 2018
 Project Number: 55-XXXXXX

DIRECT LABOR	Principal (E8)	Principal (E7)	Senior Engineer (E6)	Senior Engineer (E5)	Engineer (E4)	Engineer (E3)	Engineer (E2)	Engineer (E1)	Senior Technician (T3)	Senior Technician (T3) - OT	Technician (T2)	Technician (T2) - OT	Junior Technician (T1)	Junior Technician (T1) - OT	Project Admin. (PA)	Senior Clerical (C2)	Clerical (C1)	Dive Premium
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	304.00	264.00	232.00	210.00	176.00	153.00	131.00	105.00	130.00	162.00	97.00	121.25	58.00	72.50	127.00	83.00	64.00	150.00
Underwater Bridge Inspections																		
Project Management				8														
Planning				4			8											
Mobilization/Demobilization				4		4	4											
Inspection/Reporting - 8335184				7		7	7	16					8					3
Inspection/Reporting - 8335001				3		3	3	16					8					1
Inspection/Reporting - 8335125				3		3	3	16					8					1
Inspection/Reporting - 8331367				5		5	5	16					8					3
Inspection/Reporting - 8333475				3		3	3	16					8					1
Inspection/Reporting - 8330573				5		5	5	16					8					3
Inspection/Reporting - 8334269				5		5	5	16					8					3
QA/QC				2		4											4	
303	0	0	0	49	0	39	43	112	0	0	0	0	56	0	0	0	4	15
TOTAL LABOR	\$ 39,404.00																	

DIRECT EXPENSES			
Mileage	\$ 0.545	300	\$ 163.50
Travel Per Diem (75% GSA rates)	\$ 40.50	6	\$ 243.00
Per Diem (GSA rates)	\$ 54.00	9	\$ 486.00
Lodging (GSA rates)	\$ 111.00	12	\$ 1,332.00
Personal Dive Equipment	\$ 40.00	15	\$ 600.00
Expendable Supplies	\$ 25.00	5	\$ 125.00
Boat	\$ 190.00	5	\$ 950.00
Shipping	\$ 250.00		\$ -
UW Video Equip - Rental	\$ 200.00		\$ -
Acoustic Imag Equip - Rental	\$ 200.00		\$ -
Hydro Survey Equip - Rental	\$ 200.00		\$ -
SSA Dive Equip - Air Fills	\$ 75.00	5	\$ 375.00
Boat Fuel	\$ 50.00	5	\$ 250.00
Airfare	\$ 500.00		\$ -
TOTAL DIRECT COSTS			\$ 4,524.50

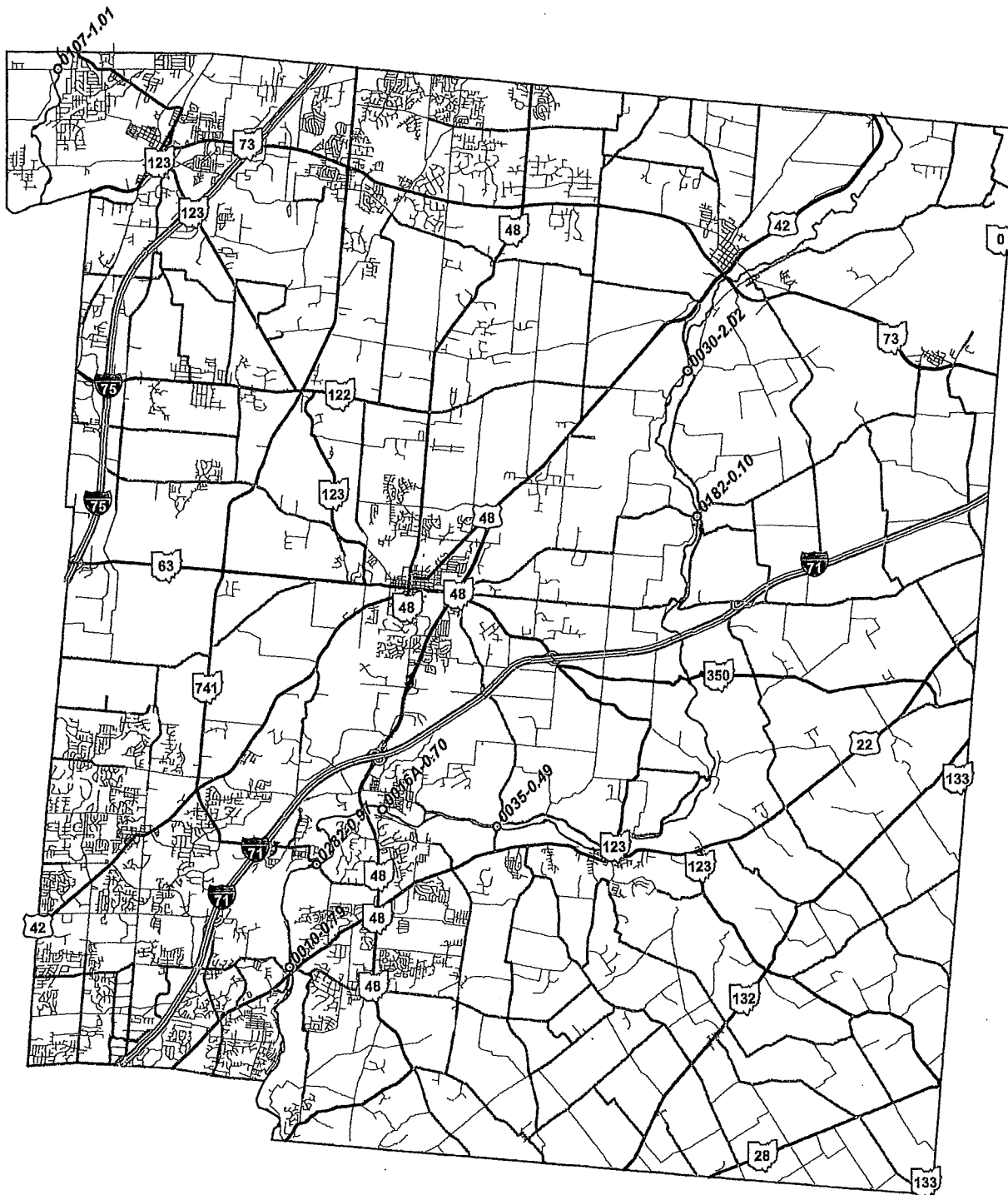
TOTAL COSTS		
Labor Costs		\$ 39,404.00
Multiplier on Labor	1.00	\$ 39,404.00
Direct Costs		\$ 4,524.50
Multiplier on Direct Costs	1.00	\$ 4,524.50
Subconsultant Costs		\$ -
Multiplier on Sub Costs	1.00	\$ -
TOTAL COSTS		\$ 43,928.50
COST PER BRIDGE		\$ 6,275.50

SUBCONSULTANT LABOR			SUBCONSULTANT EXPENSES		
	\$ -	\$ -	Mileage	\$ 0.55	\$ -
	\$ -	\$ -	Travel Per Diem (75% GSA rates)	\$ 40.50	\$ -
	\$ -	\$ -	Per Diem (GSA rates)	\$ 54.00	\$ -
	\$ -	\$ -	Lodging (GSA rates)	\$ 111.00	\$ -
	\$ -	\$ -	Personal Dive Equipment	\$ 40.00	\$ -
	\$ -	\$ -	Expendable Supplies	\$ 25.00	\$ -
	\$ -	\$ -	Boat	\$ 190.00	\$ -
	\$ -	\$ -	SSA Dive Equip	\$ 300.00	\$ -
TOTAL LABOR		\$ -	Decomp Chamber	\$ 150.00	\$ -
			Breathing Air Compressor	\$ 100.00	\$ -
			Oxygen Cylinders	\$ 100.00	\$ -
SUBCONSULTANT TOTAL			TOTAL LABOR		\$ -
Labor Costs		\$ -			
Multiplier on Labor	1.00	\$ -			
Direct Costs		\$ -			
Multiplier on Direct Costs	1.00	\$ -			
TOTAL SUBCONSULTANT		\$ -			

WCEO UNDERWATER BRIDGE INSPECTIONS

No.	Township	Bridge.No.	SFN	Road Name	Stream Name	Bridge Type	Total Span	# of Spans	# of Piers Underwater	F/F Rail	Year Built	Rehab Date	Bridge Rating	Code
1	Deerfield	10-0.79	8335184	Old 3 ^C Highway	Little Miami River	Prestressed Concrete Beams	349'	5	3	24'	1989		8	A
2	Deerfield	282-0.97	8335001	King Avenue	Little Miami River	Prestressed Concrete Beams	450'	6	1	24'	1987		4	P
3	Franklin	107-1.01	8335125	Chamberlain Road	Twin Creek	Prestressed Concrete Beams	293.75'	5	1	28'	1988		8	A
4	Hamilton	35-0.49	8331367	Stubbs Mill Road	Little Miami River	Prestressed Concrete Beams	240'	4	2	24'	1869	1989 & 2007	7	A
5	Turtlecreek	182-0.10	8333475	County Road 182	Little Miami River	Prestressed Concrete Beams	362.16'	5	1	27'	1993		8	A
6	Union	16A-0.70	8330573	Old SR 48 / Lebanon Road	Little Miami River	Steel Beam/Non-Composite Concrete Slab	300'	3	2	28'	1972		8	A
7	Wayne	30-2.02	8334269	Middletown Road	Little Miami River	Prestressed Concrete Beams	166.83'	3	2	28'	1980		8	A
Items Needed														
1	Underwater inspections for these bridges per ODOT standards.													
2	Bridge channel cross sections per FHWA for these bridges from abutment to abutment (over land and water).													
3	Scour assessment for these bridges and any recommendations.													
4	Above items to be completed and input into ODOT's SMS prior to October 31, 2018.													

WCEO Underwater Bridge Inspections Location Map



1 inch = 3 miles

Appendix F

Underwater Inspection Procedure Checklist

Underwater Inspection Procedure

Acceptable written procedures are those that communicate from the previous underwater inspection and/or the public entity with inspection responsibility to the next field inspection team leader what is necessary to ensure a safe and successful inspection. Each bridge with elements requiring underwater diving inspection must have written inspection procedures specific to each bridge which address items unique to that bridge. The prior inspection report condition ratings and inspection comments, by themselves, do not suffice for the required procedures. It is valuable to review these items but they do not serve the same purpose as the inspection procedures. The inspection report records what an inspector actually did, what was looked at, and what was found. Procedures lay out what should be done, looked at, etc. Often consultant underwater reports will include a paragraph or section in the written report that communicates the underwater inspection procedures. This will often suffice as adequate inspection procedures and fulfill the intent of the FHWA requirement. The checklist herein is a framework, and may be completed for all underwater diving inspections when inspection procedures do not exist.

Bridge Identification		
Agency with Inspection Responsibility	_____	
Dive Frequency if less than 60 months:	_____ months	
SFN	_____	Bridge Number _____
Superstructure:	Main Span Type	_____
	Approach Span	_____
Substructure:	Abutments	_____
	Piers	_____
	Foundations	_____
Feature Intersected	_____	

Office and Field Assessment

Prior to the inspection, obtain and review copies of the previous underwater inspection reports, routine inspection reports and design plans in preparation of the inspection. Divers should pay particular attention given to any observed areas of deterioration, the channel conditions and factors that may accelerate material deterioration. Changes shall be noted in the inspection procedure. Site conditions should be reviewed prior to diving.

Channel Conditions

- Waterway features
- Rapid stream flows,
- Significant debris accumulation
- Constricted waterway openings
- Soft or unstable streambeds
- Meandering channels
- Other which may promote scour and undermining of substructure elements

Water conditions which may affect the inspection

- Black water
- Rapid stream flows
- Near military facility
- Tribal fishing
- Water quality
- History of Log jams

Identify factors that may accelerate the deterioration of the bridge elements:

- Highly corrosive water
- Unprotected steel members
- Timber piling with of teredos or limnoria
- Other

Risk Factor Comments:

Contacts

Divers shall notify _____

(point of contact for immediate action such as closing the bridge due to findings)

_____ *(number)* days before the proposed underwater inspection date.

Special contracting and scheduling procedures prior to inspection, include recommended lead time

Entity	Contact Name and Title	Contact Phone	Lead Time
Coast Guard			
Property Owner			
Access Equipment			
Lake or River draw-down			
Canal dry time			
Tree removal			
Other			
Other			

Team

The field inspection team, at a minimum, should include

Team Leaders	Number
NBIS requirements (required)	1
Professional Engineer	
Successful completion of underwater bridge inspection course	
OSHA qualified diver	
Team Members	Number
Engineer-diver	
Successful completion of comprehensive bridge inspection course	
Successful completion of underwater bridge Inspection course	
OSHA qualified diver	
Other	Number
Surveyor	
Representative from the Entity with Inspection Responsibility	
Other: _____	

Site Information

Navigable waterway: Y / N Anticipated current _____ ft

If Yes, waterway river point _____ Scour Critical (item 113): _____

Anticipated water visibility depth _____ ft POA in place: Y/N

Anticipated Dive depth _____ ft Scour Monitoring devices present: Y/N

The procedure for underwater elements that are not in water during an inspection:

The underwater inspection consists of a visual and tactile examination of the accessible surfaces of the following items. Specify the elements to be inspected and the level of the underwater inspection (ex: Level 1, 100%, Level II at three elevations on 10% of piles and four locations at three elevations per substructure unit, Level III)

Item	Number of Units	Level of Inspection
Piers and Number of Columns		
Abutment		
Culvert		
Scour Countermeasures		
Fenders or Dolphins		

Photographs, at a minimum, should be taken for typical conditions and at a minimum of _____ per substructure unit. Video should be taken at a minimum _____. The type of channel bottom material, the presence or extent of scour, the presence or extent of riprap, the presence or extent of drift and debris, and the location of any foundation exposure or undermining shall be quantified. Include depth, length, height and location of deficiencies.

Equipment and Field Logistics

The inspection should be conducted using:

- Chest waders
- Hip waders
- Diving equipment
 - SCUBA
 - SCUBA with communication
 - Surface Supplied air with communication

Access to the waterway should be obtained from the shore (north bank, southwest quadrant, driveway 30 yards north etc.)

The maximum depth of the channel is typically measured _____ feet from _____

The channel bottom should be sounded utilizing

- Digital fathometer
- Telescoping survey rod
- acoustic imaging

Reference Datum _____

Soundings should be recorded

- along the centerline
- along fascia, circle: US/DS
- along the submerged substructure units
- culvert centerline and along both fascias
- Grid pattern between substructure units
- Additional soundings recorded at:

During the inspection, the divers should work from

- Shore
- Boat
- Either

Upstream: _____

A note taker should work

- On shore / In the boat

Downstream: _____

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

Resolution

Number 18-0361

Adopted Date March 13, 2018

APPROVE REPLACEMENT OF BRIDGE WA 574-0.83 ON CEDAR HILL ROAD IN WAYNE TOWNSHIP UNDER FORCE ACCOUNT

WHEREAS, there is need to replace structure WA 574-0.83 carrying Cedar Hill Road over a Branch of Little Miami River in Wayne Township; and

WHEREAS, Neil F. Tunison, P.E., P.S., Warren County Engineer proposes to replace the structure under force account; and

WHEREAS, the County Engineer's estimated cost of the portion of replacement, including labor and materials not purchased under contract as specified under Sections 5543.19 and 5575.01 of the Ohio Revised Code is \$57,727.70 and under the cap of \$100,000 for a bridge; and

WHEREAS, the Engineer's estimate is submitted and to be kept on file with the Board of County Commissioners;

NOW THEREFORE BE IT RESOLVED, to approve the construction of the bridge under force account provisions of Section 5543.19 and 5575.01 of the Ohio Revised Code.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)

Force Account Project Assessment Form (Estimate)

Ohio Revised Code 117.16 requires the Auditor of State to develop a force account project assessment form to be used by each public office to estimate or report the cost of a force account project. The form shall include cost for employee salaries and benefits, any other labor costs, materials, freight, fuel, hauling, overhead expense, workers' compensation premiums, and all other items of cost and expense, including reasonable allowances for the use of all tools and equipment used on or in connection with such work and for the depreciation on the tools and equipment.

This form is to be completed as provided in Auditor of State Bulletin 2003-2004

Project Name/Number: Cedar Hill Road Bridge Replacement #574-0.83

Project Description: Replace existing bridge with a 60" conduit.

The estimated time for the culvert replacement is four weeks.

Proposed Start Date: Summer 2018

Proposed End Date: Summer 2018

ESTIMATED LABOR

Description	Base Wage		Hours Worked		Total
Foreman	\$25.50	X	120	=	\$3,060.00
Highway Worker III	\$21.00	X	120	=	\$2,520.00
Highway Worker III	\$20.00	X	120	=	\$2,400.00
Highway Worker II	\$18.00	X	120	=	\$2,160.00
		X		=	
		X		=	
		X		=	
		X		=	
		X		=	
		X		=	

	Total Base Wages	\$10,140.00
	30 % of base wages (fringe benefits, BWC, etc.)	\$3,042.00
	38 % of wages for overhead	\$5,009.16

Total Labor Estimate \$18,191.16

ESTIMATED MATERIALS

Description	Cost per Unit		Quantity	Unit Type		Total
Hoe Ram Rental	\$2,050.00	X	1	Lump Sum	=	\$2,050.00
60" Triple Wall Conduit	\$94.00	X	60	FT	=	\$5,640.00
Misc. Concrete	\$119.50	X	4.5	CY	=	\$537.75
RCP, Type B	\$40.00	X	20	CY	=	\$800.00
Structural Backfill	\$15.00	X	137	CY	=	\$2,055.00
Bedding Material	\$15.00	X	30	CY	=	\$450.00
Guardrail	\$3.00	X	187.5	FT		\$562.50
Seed & Straw	\$1.00	X	480	SY		\$480.00
Asphalt Base	\$100.00	X	35	Ton		\$3,500.00
Gabion Baskets	\$150.00	X	38	CY		\$5,700.00
		X				
		X				
		X				
		X				

	Base Materials	\$21,775.25
	15 % of base materials for overhead	\$3,266.29

Total Materials Estimate \$25,041.54

ESTIMATED EQUIPMENT

Each piece of equipment used in a project must be assigned an hourly rate. For equipment owned by the public entity, this rate must reflect the original purchase price of the equipment, maintenance costs, time in service, depreciation, freight, fuel, and hauling. The public office may use any generally accepted rate that reflects all of the aforementioned considerations, or it may use the statewide rates published by the Ohio Department of Transportation and updated on a quarterly basis; however, the office must use the same rate source for all equipment used in a project. Any equipment rented by the public entity must be listed in the form and reflect the rental rate.

Description	Rate per Hour		Hours	=	Total
Track Hoe	\$75.00	X	64	=	\$4,800.00
Compactor, Roller	\$30.00	X	4	=	\$120.00
Dump Truck	\$45.00	X	50	=	\$2,250.00
Dump Truck	\$45.00	X	50	=	\$2,250.00
Pickup Truck	\$15.00	X	40	=	\$600.00
Pickup Truck	\$15.00	X	40	=	\$600.00
Gradal	\$140.00	X	20	=	\$2,800.00
Sweeper	\$55.00	X	3	=	\$165.00
Skid Steer	\$26.00	X	35	=	\$910.00
		X		=	
		X		=	
		X		=	
Total Equipment Estimate					\$14,495.00

TOTAL ESTIMATED PROJECT COST \$57,727.70 (labor + materials + equipment)

Prepared by: Dominic M. Brigano

Title: Assistant Bridge Engineer

Date: March 8, 2017

Resolution

Number 18-0362

Adopted Date March 13, 2018

APPROVE REPLACEMENT OF BRIDGE WA 28-0.44 ON LYTLE ROAD IN WAYNE TOWNSHIP UNDER FORCE ACCOUNT

WHEREAS, there is need to replace structure WA 28-0.44 carrying Lytle Road over a North Fork of Newmans Run in Wayne Township; and

WHEREAS, Neil F. Tunison, P.E., P.S., Warren County Engineer proposes to replace the structure under force account; and

WHEREAS, the County Engineer's estimated cost of the portion of replacement, including labor and materials not purchased under contract as specified under Sections 5543.19 and 5575.01 of the Ohio Revised Code is \$98,359.73 and under the cap of \$100,000 for a bridge; and

WHEREAS, the Engineer's estimate is submitted and to be kept on file with the Board of County Commissioners;


NOW THEREFORE BE IT RESOLVED, to approve the construction of the bridge under force account provisions of Section 5543.19 and 5575.01 of the Ohio Revised Code.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)

Force Account Project Assessment Form (Estimate)

Ohio Revised Code 117.16 requires the Auditor of State to develop a force account project assessment form to be used by each public office to estimate or report the cost of a force account project. The form shall include cost for employee salaries and benefits, any other labor costs, materials, freight, fuel, hauling, overhead expense, workers' compensation premiums, and all other items of cost and expense, including reasonable allowances for the use of all tools and equipment used on or in connection with such work and for the depreciation on the tools and equipment.

This form is to be completed as provided in Auditor of State Bulletin 2003-2004

Project Name/Number: Lytle Road Bridge Replacement
 Project Description: Replace existing concrete bridge with aluminum box culvert. The estimated time for the bridge replacement is four weeks.
 Proposed Start Date: Summer 2018 Proposed End Date: Summer 2018

ESTIMATED LABOR

Description	Base Wage	X	Hours Worked	=	Total
Foreman	\$25.50	X	120	=	\$3,060.00
Highway Worker III	\$21.00	X	120	=	\$2,520.00
Highway Worker III	\$21.00	X	120	=	\$2,520.00
Highway Worker II	\$18.00	X	120	=	\$2,160.00
		X		=	
		X		=	
		X		=	
		X		=	
		X		=	
		X		=	
		X		=	
		X		=	
Total Base Wages					\$10,260.00
30 % of base wages (fringe benefits, BWC, etc.)					\$3,078.00
38 % of wages for overhead					\$5,068.44
Total Labor Estimate					\$18,406.44

ESTIMATED MATERIALS

Description	Cost per Unit	X	Quantity	Unit Type	=	Total
Hoe Ram Rental	\$2,050.00	X	1	Day	=	\$2,050.00
Alum Box Culvert	\$664.50	X	58.5	LF	=	\$38,873.25
Gabion Baskets	\$150.00	X	25	CY	=	\$3,750.00
Concrete Riprap	\$119.50	X	6	CY	=	\$717.00
RCP, Type B	\$40.00	X	30	CY	=	\$1,200.00
Bedding Materail	\$15.00	X	54	CY	=	\$810.00
Structural Backfill	\$15.00	X	280	CY	=	\$4,200.00
18" Pipe Bend - 30 Deg.	\$220.00	X	1	EA	=	\$220.00
18" Plastic Pipe	\$10.00	X	20	LF	=	\$200.00
Guardrail	\$3.00	X	200.0	LF	=	\$600.00
Asphalt Base	\$100.00	X	38	TON	=	\$3,800.00
Seed & Straw	\$1.00	X	500	SY	=	\$500.00
		X			=	\$0.00
Base Materials						\$56,920.25
15 % of base materials for overhead						\$8,538.04
Total Materials Estimate						\$65,458.29

ESTIMATED EQUIPMENT

Each piece of equipment used in a project must be assigned an hourly rate. For equipment owned by the public entity, this rate must reflect the original purchase price of the equipment, maintenance costs, time in service, depreciation, freight, fuel, and hauling. The public office may use any generally accepted rate that reflects all of the aforementioned considerations, or it may use the statewide rates published by the Ohio Department of Transportation and updated on a quarterly basis; however, the office must use the same rate source for all equipment used in a project. Any equipment rented by the public entity must be listed in the form and reflect the rental rate.

Description	Rate per Hour		Hours	=	Total
Track Hoe	\$75.00	X	64	=	\$4,800.00
Compactor, Roller	\$30.00	X	4	=	\$120.00
Dump Truck	\$45.00	X	50	=	\$2,250.00
Dump Truck	\$45.00	X	50	=	\$2,250.00
Pickup Truck	\$15.00	X	40	=	\$600.00
Pickup Truck	\$15.00	X	40	=	\$600.00
Gradal	\$140.00	X	20	=	\$2,800.00
Sweeper	\$55.00	X	3	=	\$165.00
Skid Steer	\$26.00	X	35	=	\$910.00
		X		=	
		X		=	
		X		=	
Total Equipment Estimate					\$14,495.00

TOTAL ESTIMATED PROJECT COST \$98,359.73 (labor + materials + equipment)

Prepared by: Dominic M. Brigano
Title: Assistant Bridge Engineer
Date: March 2, 2018

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

Resolution

Number 18-0363

Adopted Date March 13, 2018

APPROVE CHANGE ORDER NO. 3 TO THE CONTRACT WITH NATIONAL WATER SERVICES, LLC FOR THE REHABILITATION OF FIVE WATER PRODUCTION WELLS UNDER THE 2017 WELL REDEVELOPMENT PROJECT, PURCHASE ORDER NO. 21902

WHEREAS, this Board on August 1, 2017, entered into a contract with National Water Services, LLC for the rehabilitation of five drinking water production wells located at three different well fields in Warren County; and

WHEREAS, upon removal, disassembly, and inspection of Sod Farm Well Pumps No. 1, 2, and 3 it was discovered that all three well pumps and one motor required replacement due to age, long run time, and general deterioration; and

WHEREAS, the Warren County Water and Sewer Department is seeking approval from the Warren County Board of County Commissioners to allow the National Water Services, LLC to perform additional work items not contained within the Contract; and

WHEREAS, a change order and purchase order increase are necessary in order to accommodate said change;

NOW THEREFORE BE IT RESOLVED:

1. Approve Change Order No. 3 to the Contract with the National Water Services LLC, increasing Purchase Order No. 21902 by \$46,449.00 and creating a new Contract and Purchase Order price in the amount of \$ 325,840.00
2. By said Change Order, attached hereto and made part thereof, all costs and work associated with the change shall be added to the Contract.
3. That the Board approve and sign Change Order No. 3 of the Contract with the National Water Services, LLC for the 2017 Well Redevelopment Project.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor JD
Water/Sewer (file)_
Project File
C/A—National Water Services, LLC



**Warren County
Water & Sewer Dept.**

406 Justice Drive
Lebanon, Ohio 45036
Phone: (513) 695-1377
FAX (513) 695-2995

CHANGE ORDER

DATE: January 11, 2018

Change Order Number 3

Project Name: 2017 Well Rehabilitation Project

ITEM	DESCRIPTION	ADDITIONS	DELETIONS	CONTRACT TIME IMPACT
1	<p>Sod Farm Pumps 1, 2, & 3 Repairs Provide all necessary labor, material and equipment for the following:</p> <ul style="list-style-type: none"> • Replace Sod Farm Well No. 1 assembly with a Goulds 11CMC 5 Stage assembly • Replace Sod Farm Well No. 2 assembly with a Goulds 11CMC 5 Stage assembly and replace existing motor with a 1800 RPM 100 HP Tesla Motor • Replace Sod Farm Well No. 3 assembly with a Goulds 11CMC 5 Stage assembly 	\$46,449		Extend Contract Time to May 31, 2018

Sums of the ADDITIONS and DELETIONS

\$46,449

\$0.00

TOTALS FOR THIS CHANGE ORDER

\$46,449

Attachments: Attachment A – NWS Price Quote (NWS, December 29, 2017)

Original contract price \$217,235.00
 Current contract price adjusted by previous change orders \$ 279,391.00
 The Contract price due to this change order will be increased/decreased.
 The New contract price including this change order will be \$ 325,840.
 The date for completion of work will be May 31, 2018 .

Acceptance of this Change Order by the contractor constitutes final settlement of all matters relating to the change in Work that is the subject of the Change Order, including but not limited to, all direct, indirect and cumulative costs and schedule impacts associated with such change and any and all adjustments to the Contract Sum or Price and the extension of the Contract completion time.

Jason P. Lynch 2.26.18
National Water Services, LLC Date

Chris Smith 3/6/18
Warren County Sanitary Engineer Date

[Signature] 3/13/18
Warren County Commissioner Date

[Signature] 3/13/18
Warren County Commissioner Date

ATTACHMENT A



December 29, 2017

Quote #122917-13

Mr. Chris Brausch
Warren County Water and Sewer District
406 Justice Drive
Lebanon, Ohio 45036

RE: Sod Farm Well Pumps and Motors

Dear Mr. Brausch,

Pursuant to our discussions and at your request, National Water Services, LLC is pleased to submit a proposal for **(3) Goulds Pumps for Sod Farm Wells 1, 2, &3, plus Motors.**

Option 1

Goulds 12RJLC 6 Stage.....\$8,618.00ea

Option 2

Goulds 11CMC 5 Stage.....\$7,583.00ea

1800 RPM 100 HP Tesla Motor.....\$23,700.00ea

National Water Services, LLC thanks you for allowing us to provide services to Warren County Water and Sewer District. If you have any questions or would like to discuss this proposal in more detail, please do not hesitate to contact us.

Respectfully Submitted,

Jason (Jay) Lynch
Vice President of Northern Sales
National Water Services, LLC
(812)653-3394
www.national-water.com

3 Goulds 11CMC 5 Stage Pumps	\$22,749
1 1800 RPM 100 HP Motor	\$23,700
TOTAL CHANGE ORDER PRICE	\$46,449

Resolution

Number 18-0364

Adopted Date March 13, 2018

APPROVE NOTICE OF INTENT TO AWARD BID TO INSITUFORM TECHNOLOGIES, LLC
FOR LANDEN SEWER LINING PROJECT

WHEREAS, bids were closed at 9:20 a.m., on February 27, 2018, and the bids received were opened and read aloud for the Landen Sewer Lining Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Chris Brausch, Insituform Technologies, LLC has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, that it is the intent of this Board to award the contract to Insituform Technologies, LLC, 17988 Edison Avenue, Chesterfield, MO, for a total bid price of \$68,427.00; and

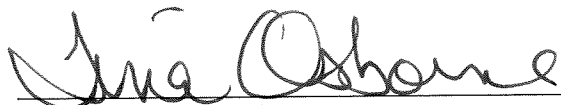
BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

EHV

cc: Water/Sewer (file)
OMB Bid file

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

Resolution

Number 18-0365

Adopted Date March 13, 2018

AUTHORIZE REQUEST FOR PROPOSALS FOR ELECTRIC GENERATION FOR SELECT WARREN COUNTY WATER AND SEWER FACILITIES

BE IT RESOLVED, to advertise for Request for Proposals for Electric Generation for select Warren County Water and Sewer Facilities; and


BE IT FURTHER RESOLVED, to advertise said Request for Proposals in a newspaper of general circulation, two (2) times beginning the week of March 18, 2018 and for two consecutive weeks on the County Internet Webpage; the deadline for the receipt of proposals is 4:00 p.m. on April 3, 2018.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
OMB Bid file

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

Resolution

Number 18-0366

Adopted Date March 13, 2018

AFFIRM "THEN AND NOW" REQUESTS PURSUANT TO OHIO REVISED CODE
5705.41(D) (1)

BE IT RESOLVED, to affirm the following "Then and Now" requests pursuant to Ohio Revised
Code 5705.41(D) (1), as attached hereto and made a part hereof:

BDD	\$ 5,030.00
BDD	\$ 22.33

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor JD
Board of Developmental Disabilities (file)
OMB

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 3-7-18

From: WCBDD

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: invoice came
in after County PO was closed

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
<u>205</u>		<u>6710</u>	<u>430</u>	\$ <u>5036.00</u>

VENDOR NAME Cincinnati Bell Telephone

DESCRIPTION OF SERVICES Monthly SIP Trunk

DATE OF OBLIGATION Dec 2017

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 101,330.83 DATE 12/15/17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 172,056.46 DATE 3/8/18

FUND BALANCE NOW \$ 35,613,250.11

CERTIFIED BY: Matt Nolan AS

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 3-7-18

From: WCBDD

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: invoice came
in after County PO was closed

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
<u>205</u>		<u>6710</u>	<u>910</u>	<u>\$ 22,83</u>

VENDOR NAME Cincinnati Bell Telephone

DESCRIPTION OF SERVICES Monthly SIP Trunk

DATE OF OBLIGATION Dec 2017

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 4,829,554.77 DATE 12/15/17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 1,708,792.71 DATE 3/8/18

FUND BALANCE NOW \$ 35,613,250.11

CERTIFIED BY: Matt Nolan

MATT NOLAN, WARREN COUNTY AUDITOR

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

Resolution

Number 18-0367

Adopted Date March 13, 2018

APPROVE VARIOUS REFUNDS


BE IT RESOLVED, to approve various refunds, as attached hereto and made a part hereof.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor JP
Refunds file

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

Resolution

Number 18-0368

Adopted Date March 13, 2018

ACKNOWLEDGE PAYMENT OF BILLS


BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #03/08/2018 #001, #03/08/2018 #002, and #03/08/2018 #003; said batches are attached hereto and made a part hereof.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

kh

cc: Auditor 

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

Resolution

Number 18-0369

Adopted Date March 13, 2018

ENTER INTO EROSION CONTROL BOND AGREEMENT WITH THE WARREN COUNTY PORT AUTHORITY FOR COMPLETION OF IMPROVEMENTS IN THE WARREN COUNTY SPORTS COMPLEX SITUATED IN TURTLECREEK TOWNSHIP

WHEREAS, a performance bond agreement is required in order to secure the performance of the construction of uncompleted or unapproved improvements in accordance with the Warren County Erosion and Sediment Control Regulations; and

WHEREAS, it is policy 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 Erosion and Sediment Control 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 this Board 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 this Board; and

WHEREAS, the Warren County Sports Complex is a public project that requires the contract to post a performance bond for construction of all improvements including erosion and sediment control; and

WHEREAS, said project is being funded by the collection of a lodgings tax by this Board and it is the desire of this Board to waive the requirement to post security as stated above; and

NOW THEREFORE BE IT RESOLVED, to waive the requirement to post security and enter into the following performance bond agreement:

EROSION CONTROL PERFORMANCE BOND AGREEMENT

Bond Number	:	N/A
Development	:	Warren County Sports Complex
Developer	:	Warren County Port Authority
Township	:	Turtlecreek
Amount	:	NA
Surety Company	:	NA

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
Soil & Water (file)
Bond Agreement file

**PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

EROSION & SEDIMENT CONTROL

This Agreement made and concluded at Lebanon, Ohio, by and between the Warren County Port Authority (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in the Warren County Sports Park, specifically Parcel No. 08-19-300-011 (hereinafter the "Project") situated in Turtlecreek Township, Warren County, Ohio, in accordance with the Warren County Erosion and Sediment Control Regulations adopted November 16, 2006 (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$60,000, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$60,000; and,

NOW, THEREFORE, be it agreed:

1. The Developer **shall be responsible** to the County Commissioners in the sum of \$78,000 (being 130% of the cost of uncompleted or unapproved Improvements) in the event of the default of the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations (hereinafter the Performance Obligation).
2. The County Commissioners will, upon approval by the District Administrator of the Warren County Soil & Water Conservation District 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 performed in accordance with the Warren County Erosion and Sediment Control Regulations in effect at the time of this agreement.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, and the Developer shall, upon written notification of default by the County Commissioners to the Developer 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 Erosion and Sediment Control 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. The determination of the amount of funds to be disbursed by Developer 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 and the Developer mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County Erosion and Sediment Control Regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become be reduced by separate Resolution of the County Commissioners to the amount of the obligation for maintenance provided for herein.
6. The Developer **shall be responsible** to the County Commissioners in the sum of \$12,000 (being 20% of the total cost of the Improvements) in the event of the default of the maintenance of the Improvements as determined to be necessary by the District Administrator of the Warren County Soil & Water Conservation District (hereinafter the Maintenance Obligation).
7. The Developer, upon being notified by the District Administrator of the Warren County Soil & Water Conservation District of the performance of maintenance required upon the Improvements to bring the same into compliance with Warren County Erosion and Sediment Control Regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the District Administrator of the Warren County Soil & Water Conservation District.
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, and the Developer shall, upon written notification of default by the County Commissioners to the Developer 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. 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 Erosion and Sediment Control Regulations, the County Commissioners hereby agree to release the Developer of the maintenance obligation and give final acceptance to the Improvements. The Developer shall request, in writing directed to the District Administrator of the Warren County Soil & Water Conservation District, 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 District Administrator:

Warren County Soil & Water Conservation District
Attn. District Administrator
320 East Silver Street
Lebanon, OH 45036
Ph. 513.695.1337

C. To the Developer:

Warren County Port Authority
Attn: Executive Director
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-2090

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.**

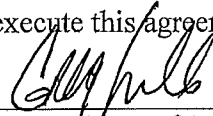
14. The security to be provided herein is waived.
15. **In the event that the Developer shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**
16. 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.
17. This Agreement shall be construed under the laws of the State of Ohio. The parties 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 has caused this agreement to be executed on the date stated below.

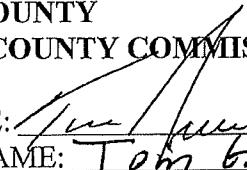
DEVELOPER:

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

SIGNATURE: 
PRINTED NAME: GREG SAMPLE
TITLE: CHAIRPERSON
DATE: 3/12/18

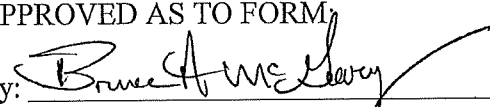
IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this agreement to be executed by the President or Vice-President of the Board, on the date stated below, pursuant to Board Resolution Number 18-0369, dated 3/13/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 
PRINTED NAME: Tom Grossmann
TITLE: President
DATE: 3/13/18

RECOMMENDED BY:

By: _____
**DISTRICT ADMINISTRATOR OF THE
WARREN COUNTY SOIL & WATER
CONSERVATION DISTRICT**

APPROVED AS TO FORM:
By: 
ASSISTANT COUNTY PROSECUTOR

Resolution

Number 18-0370

Adopted Date March 13, 2018

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH WILSON FARMS DEVELOPMENT, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN WILSON FARMS, SECTION FOUR, BLOCK "B" SITUATED IN FRANKLIN 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	:	18-005 (P/S)
Development	:	Wilson Farms, Section Four, Block "B"
Developer	:	Wilson Farms Development, LLC
Township	:	Franklin
Amount	:	\$80,061.32
Surety Company	:	Great American Insurance Co. (2159409)

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

18-005 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Wilson Farms Development, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Great American Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Wilson Farms Subdivision, Section/Phase ^{Four} ~~3~~ (3) (hereinafter the "Subdivision") situated in Franklin (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 \$345,271.15, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$61,585.63; 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:

- The Developer will provide **performance security** to the County Commissioners in the sum of \$80,061.32 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.

RECEIVED
WARREN COUNTY COMMISSIONERS
JUN 18 7 10 PM '18

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 2 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 \$69,054.23 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:

Wilson Farms Development, LLC

2610 Crescentville Road

West Chester, OH 45069

Ph. (513) 326 - 6000

D. To the Surety:

Great American Insurance Company

301 E. 4th Street

Cincinnati, OH 45202

Ph. (513) 412 - 9176

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:

SURETY:

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

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

SIGNATURE: *Richard E Jones, Jr*

SIGNATURE: *Mary Beth Milling*

PRINTED NAME: Richard E Jones, Jr

PRINTED NAME: Mary Beth Milling

TITLE: President

TITLE: Attorney-In-Fact

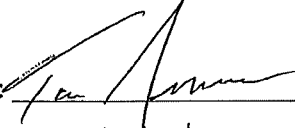
DATE: February 16, 2018

DATE: February 16, 2018

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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 18-0370, dated 3/13/18.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

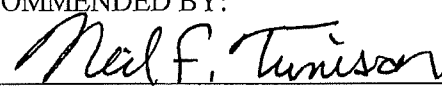
SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 3/13/18

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

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than EIGHT

No. 0 20930

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MARK NELSON LIZ OHL	ALL OF	ALL
MARY BETH MILLING KAREN M. SPEED	CINCINNATI, OHIO	\$100,000,000
RANDAL T. NOAH STELLA ADAMS KATIE ROSE G. DALE DERR		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 11TH day of JULY, 2017
GREAT AMERICAN INSURANCE COMPANY



Steph L C. B.
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 11TH day of JULY, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 06-18-2020

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERHAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 16th day of February, 2018



Steph L C. B.
Assistant Secretary

Resolution

Number 18-0371

Adopted Date March 13, 2018

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH WILSON FARMS DEVELOPMENT, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN WILSON FARMS SECTION FOUR BLOCK "B" SITUATED IN FRANKLIN TOWNSHIP

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

AGREEMENT


Bond Number	:	18-002 (W/S)
Development	:	Wilson Farms Section Four, Block "B"
Developer	:	Wilson Farms Development, LLC
Township	:	Franklin
Amount	:	\$6,715.90
Surety Company	:	Great American Insurance Co. (2159410)

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

CGB

cc: Wilson Farms Development LLC, 2610 Cresentville Rd, West Chester, OH 45069
Great American Insurance Company, 301 E. 4th Street, Cincinnati, OH 45202
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

18-002 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Wilson Farms Development, LLC
_____ (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Great American Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Wilson Farms
Subdivision, Section/Phase ~~4E~~ ^{Form 13/08/18} (3) (hereinafter the "Subdivision") situated in
Franklin (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 \$67,158.00,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$0.00; 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 \$0.00 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 2 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 \$6,715.90 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:

Wilson Farms Development, LLC

2610 Crescentville Road

West Chester, OH 45069

Ph. (513) _____ 326 - 6000

D. To the Surety:

Great American Insurance Company _____

301 E. 4th Street _____

Cincinnati, OH 45202 _____

Ph. (513) _____ 412 - _____ 9176

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)

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:

SURETY:

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

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

SIGNATURE: Richard E Jones, Jr

SIGNATURE: Mary Beth Milling

PRINTED NAME: Richard E Jones, Jr

PRINTED NAME: Mary Beth Milling

TITLE: President

TITLE: Attorney-In-Fact

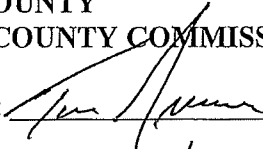
DATE: February 16, 2018

DATE: February 16, 2018

[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 18-0371, dated 3/13/18.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS


SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 3/13/18

RECOMMENDED BY:

By: 
SANTARY 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

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than EIGHT

No. 0 20930

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MARK NELSON LIZ OHL	ALL OF	ALL
MARY BETH MILLING KAREN M. SPEED	CINCINNATI, OHIO	\$100,000,000
RANDAL T. NOAH STELLA ADAMS KATIE ROSE G. DALE DERR		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 11TH day of JULY 2017

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C B
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 11TH day of JULY, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

16th

day of

February

2018



My L C B
Assistant Secretary

Resolution

Number 18-0372

Adopted Date March 13, 2018

APPROVE VARIOUS RECORD PLATS

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

- Rentfrow Estates Revision 1 – Turtlecreek Township
- Habitat of Loveland Park Subdivision– Deerfield Township
- Wilson Farms Section Four Block “B” – Franklin Township
- Wright Subdivision Two –Hamilton Township

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 18-0373

Adopted Date March 13, 2018

APPROVE APPROPRIATION DECREASES WITHIN VARIOUS FUNDS

WHEREAS, various Departments have cancelled purchase orders that were encumbered and carried over from previous years; and

WHEREAS, the Auditor's Office has advised this Board that any time prior year purchase orders are cancelled an appropriation decrease is necessary; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation decreases within various Department Funds:


\$ 3,500.00	from	#205-6710-210	(BDD – Office Supplies)
\$ 2,418.98	from	#205-6710-400	(BDD – Purchased Services)
\$ 3,421.50	from	#205-6710-910	(BDD – Other Expense)

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

M
M
M

Resolution adopted this day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor D
Appropriation Decrease file
Developmental Disabilities (file)
OMB

Resolution

Number 18-0374

Adopted Date March 13, 2018

ACCEPT AN AMENDED CERTIFICATE AND APPROVE SUPPLEMENTAL APPROPRIATIONS FOR JAIL CONSTRUCTION SALES TAX FUND #495

BE IT RESOLVED, to accept an amended certificate from the Warren County Budget Commission for Fund #495 in the amount of \$7,500,000.00; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriations:

\$7,425,000.00	into	#495-3712-320	(Jail Const. - Cap Purchases \$10,000 &over)
\$ 75,000.00	into	#495-3712-910	(Jail Construction - Other Expense)

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 10
Amended Certificate file
Supplemental App file
Commissioners file
OMB

Resolution

Number 18-0375

Adopted Date March 13, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO BOARD OF ELECTIONS
TECHNOLOGY FUND #217

BE IT RESOLVED, to approve the following supplemental appropriation:


\$17,500 into #217-1300-320 (Capital Purchases \$10,000 & over)

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor JO
Supplemental Appropriation file
Board of Elections (file)
OMB

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

Resolution

Number 18-0376

Adopted Date March 13, 2018

APPROVE AN APPROPRIATION ADJUSTMENT AND A SUPPLEMENTAL
APPROPRIATION WITHIN COMMON PLEAS COURT COMMUNITY BASED
CORRECTIONS FUND #289

BE IT RESOLVED, to approve the following appropriation adjustment and supplemental
appropriation:

Appropriation Adjustment

\$ 6,000.00 from #289-1226-850 (Training-Education)
into #289-1226-400 (Purchased Services)

Supplemental Appropriation


\$82,000.00 into #289-1226-400 (Purchased Services)

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor JO
Supplemental App. file
Appropriation Adj. file
Common Pleas (file)
OMB

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

Resolution

Number 18-0377

Adopted Date March 13, 2018

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #101-1110 INTO BUILDING DEPARTMENT FUND #101-2300

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #101-1110 into Building Regulations Fund #101-2300 in order to process a sick and vacation leave payout for Thomas Maloney former employee of the Building Department:

\$ 28.93	from #101-1110-881	(Commissioner – Sick Leave Payout)
	into #101-2300-881	(Building Regulations – Sick Leave Payout)
\$19,538.85	from #101-1110-882	(Commissioner - Vacation Leave Payout)
	into #101-2300-882	(Building Regulations - Vacation Leave Payout)

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor JO
Appropriation Adjustment file
Building Dept. (file)
OMB

Resolution

Number 18-0378

Adopted Date March 13, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #101-2210

BE IT RESOLVED, to approve the following appropriation adjustment:

\$31,658.50	from	#101-2210-400	(Purchased Services)
	into	#101-2210-910	(Other Expenses)

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 18-0379

Adopted Date March 13, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN GRANTS ADMINISTRATION
FUND #265

BE IT RESOLVED, in order to supplement a new line item for a current invoice, it is necessary to approve the following appropriation adjustment:

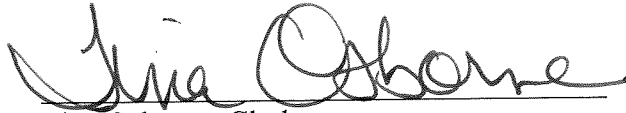
\$2,000.00 from #265-3425-317 (Capital purchases under \$10,000)
into #265-3425-400 (Purchased Services)

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/vsp

cc: Auditor 10
Appropriation Adj. file
OGA (file)
OMB

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

Resolution

Number 18-0380

Adopted Date March 13, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO JUVENILE COURT CLERK
COMPUTER FUND #277

BE IT RESOLVED, to approve the following supplemental appropriation:

\$13,745.00 into #277-1410-320 (Capital Purchases \$10,000 & over)

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor JO
Supplemental App. file
Juvenile (file)
OMB

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

Resolution

Number 18-0381

Adopted Date March 13, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN BUILDING AND ZONING
DEPARTMENT FUND #101-2300

BE IT RESOLVED, to approve the following appropriation adjustment:

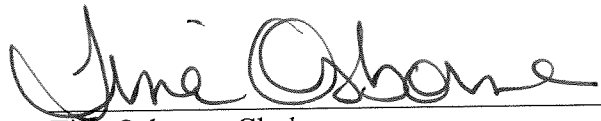
\$233.59 from #101-2300-910 (Other Expense)
 into #101-2300-317 (Capital Purchases under \$10,000)

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 10
Appropriation Adj. file
Building/Zoning (file)
OMB

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

Resolution

Number 18-0382

Adopted Date March 13, 2018

AUTHORIZE PAYMENT OF BILLS

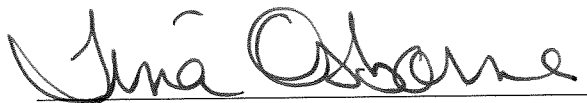
BE IT RESOLVED, to authorize payment of bills as submitted on Batches #03/13/2018 001, #03/13/2018 002, #03/13/2018 003, #03/13/2018 004, #03/13/2018 005, #03/13/2018 006, and #03/13/2018 007; said batches attached hereto and made a part hereof.

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

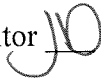
Mr. Young – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 

Resolution

Number 18-0383

Adopted Date March 13, 2018

APPROVE APPOINTMENTS TO THE BOARD OF TRUSTEES OF THE COMMUNITY AUTHORITY OF UNION VILLAGE

WHEREAS, on March 21, 2017, this Board created the Community Authority of Union Village (the "Authority"), a new community authority organized in accordance with and pursuant to Chapter 349 of the Ohio Revised Code, by adopting Resolution #17-0454; and

WHEREAS, this Board constitutes the "organizational board of commissioners" for the proposed Authority, as that term is defined in Section 349.01(F) of the Ohio Revised Code; and

WHEREAS, as the organizational board of commissioners, this Board shall make appointments to the Board of Trustees of the Authority, pursuant to Resolution #17-0454 and Section 349.04 of the Ohio Revised Code; and

WHEREAS, the terms of two citizen members of the Board of Trustees of the Authority expire on March 28, 2018;

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Warren County, Ohio, that:

Section 1. This Board hereby approves the appointments of the following members to the Community Authority of Union Village Board of Trustees for the terms specified herein:

Citizen Members

Term

Fred Grimm

two (2) year term to expire on March 28, 2020

Walt Davis

two (2) year term to expire on March 28, 2020

Section 2. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board or its committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution shall be full force and effect immediately upon its adoption.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Otterbein Home
Appointments file

Bruce McGary
Tiffany Zindel

L. Lander

Resolution

Number 18-0384

Adopted Date March 13, 2018

AUTHORIZE THE EXECUTION OF THE ARCHITECT AGREEMENT WITH WACHTEL & MCANALLY ARCHITECT/PLANNERS INC. FOR THE DESIGN OF THE NEW WARREN COUNTY JAIL

WHEREAS, this Board of County Commissioners (the "Board") is in the process of procuring professional design services for a new Warren County Jail (the "Project"); and

WHEREAS, the Board on December 19, 2017, pursuant to Resolution Number 17-2030 authorized negotiation with Wachtel & McAnally Architects/Planners Inc. pursuant to Section 153.69 of the Ohio Revised Code; and

WHEREAS, negotiations are complete; the terms and conditions of the Agreement are satisfactory to both parties and the cost of services, professional fees and rates have been determined fair and reasonable to the Board; and

WHEREAS, after execution of the Agreement, Wachtel & McAnally Architects/Planners Inc. shall proceed with the professional design services for the Project

NOW THEREFORE BE RESOLVED, to authorize the President or Vice President of the Board of County Commissioners to execute the AIA B133-2014 Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition with Wachtel & McAnally Architects/Planners, Inc. for the design of the new Warren County Jail; as attached hereto and made a part hereof.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 13th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CC: Project File
Sheriff (file)
OMB Bid file
C/A-- Wachtel & McAnally Architects/Planners Inc.

 **AIA** Document B133™ – 2014

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the date of execution by the Owner.
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Board of County Commissioners
Warren County, Ohio
Administration Building
406 Justice Drive, First Floor
Lebanon, Ohio 45036

and the Architect:
(Name, legal status, address and other information)

Wachtel & McAnally
Architects/Planners Inc. 35 South Park Place
Newark, Ohio 43055

Phone: (740) 345-3500
Fax: (740) 345-7690
gmcanally@wachtelmcanally.com

The Architect was selected by the Owner following the qualification-based selection process required by Ohio Revised Code Sections 153.65, et seq. to provide professional design services to the Owner.

for the following Project:
(Name, location and detailed description)

New Jail and Sheriff's Administration Office Project

The Construction Manager (if known):
(Name, legal status, address and other information)

To be determined by Owner.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201™-2007, General Conditions of the Contract for Construction; A133™-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134™-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™-2007 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution," or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

The Project is anticipated to consist of the design and new construction of a jail and sheriff's administration office. Initial design and planning documents were provided to the Architect with the Owner's Request for Qualifications. However, these documents are for reference only and the Owner does not make any representation of the accuracy of such documents.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Program Review and Schematic Design. The Architect will evaluate the Warren County Jail Needs Assessment, dated April 25, 2017, prepared by K2M Design provided to the Architect with the Owner's Request for Qualifications as well as available information on the existing facility and the Owner's operation philosophies. Based upon this evaluation and the Owner's needs and budget, the Architect will advise the Owner, outline conceptual plans or options for the program/physical characteristics for the Project, and develop estimates of probable cost. If requested by the Owner, the Architect will work with the Sheriff's jail administrative staff to produce staffing analysis for the program options. Throughout the Program Review and Schematic Design process, the Architect will meet and collaborate with Owner representatives to develop the options and will act as advisor as the Owner assesses the options and selects a conceptual plan, in its sole discretion. This Program Review and the Schematic Design will be completed within 3 months as set forth in Exhibit A, Architect's Schedule, unless otherwise agreed upon in writing by Owner.

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The Architect will schedule meetings with the Owner for review and input. Cost estimates, budget, and site considerations may include collaboration with the Construction Manager.

§ 1.1.3 The Owner's budget for the Project:
(Provide total and, if known, a line item breakdown.)

The Owner's preliminary total budget for the Project including the sum of the Cost of the Work as defined in Article 6 (including cost of construction, site improvements, and appropriate contingencies) plus design fees and construction manager fees, is **\$50 million dollars**. As part of its Basic Services, the Architect will assist with budget development for the Project, as requested by the Owner.

The Owner will pay fees for securing approval of authorities having jurisdiction over the Project including but not limited to permits for the Project, directly or through the Construction Manager.

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates are as follows:

The Design Phase Milestones are set forth in **Exhibit A, Architect's Schedule**.

The Design Phase Milestone dates stated herein shall only be changed by written, signed agreement between the Owner and Architect.

.2 Commencement of construction:

The Project is anticipated to commence construction on or about **June 2019**.

.3 Substantial Completion date or milestone dates:

Substantial Completion is TBD.

.4 Other:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

- AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as modified by the Owner.
- AIA Document A134-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages or phased construction are set forth below:
(List number and type of bid/procurement packages.)

Architect acknowledges that it is anticipated that there will be multiple separate Construction Manager subcontractor bid packages to be determined with the Construction Manager at Risk and bid out by the Construction Manager at Risk in order to accommodate the Owner's schedule for completion, and has taken this into account in its proposal.

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§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as the Owner's sustainable objective, if any, or historic preservation requirements.)

Where possible, Architect shall provide Owner with various design and material options and advise on the added or reduced costs and savings for operation costs and over the life of the Project.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:

(List name, address and other information.)

Trevor Hearn, Director – Department of Facilities Management Trevor.Hearn@co.warren.oh.us

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information.)

Tiffany Zindel, Tiffany.Zindel@co.warren.oh.us;

Sheriff Larry Sims Larry.Sims@wcsooh.org;

and if requested by Owner, Chief Deputy Barry Riley Barry.Riley@co.warren.oh.us

§ 1.1.10 The Owner will retain the following consultants, with assistance from the Architect, as requested by Owner:

(List name, legal status, address and other information.)

1. Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1)

the Owner anticipates that it will engage a Construction Manager at Risk who will provide Preconstruction and Construction Services as well as hold the contracts for construction of the Project. The Construction Manager's Preconstruction Services are anticipated to include, but not be limited to, development and monitoring of the Project Schedule; development and monitoring of the Project Construction Cost; review of the Project design for constructability; obtaining bids or negotiated proposals for all work including the reproduction and distribution of bidding and construction documents; and preparing all subcontracts for construction. The Construction Manager's Construction Services are anticipated to include, but not be limited to, construction of the Project; administration of the construction process; review of subcontractors' cost proposals for changes in the Work; preparation of Change Orders and Construction Change Directives; assembly of required contractors' submittals and review of same for conformance with the contract requirements; assembly of contractors' Applications for Payment; and Project closeout. The Architect and the Architect's consultants shall cooperate and coordinate delivery of their services with the Construction Manager as part of their Basic Services.

2. Cost Consultant (if in addition to the Construction Manager):

(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.3.6, 3.3.7, 3.4.2, 3.4.3, 3.5.4, 3.5.5, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

None

3. Land Surveyor:

To be provided by Owner's consultant or the Construction Manager.

4. Geotechnical Engineer:

To be provided by Owner's consultant or the Construction Manager..

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(Paragraphs deleted)

Other consultants:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

§ 1.1.10.6 If applicable, the Owner shall require the Owner's consultants to coordinate their drawings and other instruments of service with those of the Architect.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Garry McAnally

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 (and its subparagraphs) and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Eeman & Blinn, Dublin, OH

.2 Plumbing / Mechanical Engineer:

Prater Engineering, Dublin, OH

.3 Electrical Engineer:

Prater Engineering, Dublin, OH

.4 Civil Engineer:

TBD

.5 Landscape Architect:

TBD

.6 Technology Engineer:

TBD.

§ 1.1.12.2 Consultants retained under Additional Services:

TBD

§ 1.1.13 Other Initial Information on which the Agreement is based:

- .1 When procuring consultants other than those listed in this Agreement, Architect shall not contract with a proposed consultant with whom the Owner has made a reasonable and timely objection. If the Owner has a reasonable objection to a consultant proposed by the Architect, the Architect shall propose another consultant with whom the Owner has no reasonable objection at no additional cost to the Owner. The Architect shall

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not change a consultant previously selected and approved by the Owner, if the Owner makes a reasonable objection to the substitution.

2. The Architect shall not replace any of the representatives listed herein without the consent of the Owner while such representatives employed by the Architect, except with another representative who is satisfactory to the Owner. If the Architect proposes to change the representative, the Architect shall submit to the Owner a written request for the change, including the justification for the change and the name and qualifications for the proposed replacement. The Architect shall provide promptly any related additional information the Owner requests.
3. Architect and its consultants shall cooperate with the Owner and Construction Manager and their employees and personnel. The Owner expects that Architect and its consultants will perform their services in a professional manner at all times, conduct themselves in an ethical and respectful manner, and not engage in illegal acts or acts of moral turpitude. If an employee of Architect or Architect's consultant(s) fails to comply with reasonable behavioral standards, whether on or off of the Project site, the Architect shall enforce disciplinary action or remove the employee from the Project, as requested by the Owner, in Owner's sole discretion.
4. The Architect's agreements with its consultants and subcontractors must be consistent with the Architect's contractual obligations to Owner, include a provision incorporating the terms of this Agreement by reference, incorporate relevant portions of the Architect's scope of services for the Project, and name the Owner as a third party beneficiary.
5. The Architect shall obtain, and shall require its consultants or subcontractors to maintain insurance coverage and workers compensation coverage in at least the same limits and specifications as the requirements set forth for Architect in Section 2.6, and to provide the Owner with an insurance certificate if so requested.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, except to the extent changes are the result of Architect's failure to meet the Standard of Care, if changes requested by the Owner require Additional Services by the Architect or the Architect's consultants, the schedule and fee will be adjusted pursuant to a written, signed agreement between the Owner and Architect.

§ 1.3 In the event of any inconsistency between the provisions of this Agreement and any proposal, document, or other attachment generated by Architect, the Agreement controls unless clearly indicated otherwise by Owner and Architect and with regard to any other inconsistencies the greater or more stringent obligation upon the Architect shall apply to the Architect's services. Terms used in this Agreement have the same meaning as defined herein or in the definitions section of the modified AIA Document A201-2007, General Conditions of the Contract for Construction, as modified by Owner.

§ 1.4 During the design development, the Architect shall keep Owner apprised of any deviation from Owner's preliminary design documents or design criteria and respond timely to Owner's comments regarding any such deviation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement and as set forth in the Owner's Request for Qualifications which is incorporated herein by reference to the extent not inconsistent with this Agreement. The Architect will provide professional services necessary for the design and documentation of the Project. The Architect agrees that the Basic Fee, as stated in Article 11, represents adequate and sufficient consideration for its provision of professional services, identified as Basic Services in this Agreement (including those of its consulting structural, mechanical, fire protection, plumbing, and electrical engineers and all other consultants under the Architect's responsibility) necessary to design the Project and prepare the documents that are necessary to fully indicate the requirements for construction, in accordance with the Standard of Care, whether or not those services are individually expressed in this Agreement, the only exceptions to this being (1) the costs of those services that are provided by third parties and are expressly designated herein as being the "Owner's responsibility" or are "Owner-provided" and (2) the cost of those engineering or consulting services that become necessary as a result of a change in

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Project scope affecting the Architect and that are the subject of a written agreement between the Owner and the Architect as limited by the terms of Subparagraph 11.3 or 11.4.

§ 2.2 Architect's Standard of Care. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects licensed to practice in the State of Ohio experienced in the design of corrections facilities and practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care".) The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. Except with respect to the Architect's obligations for construction administration and observation of the Construction Manager's Work, Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. Such representative shall be subject to the approval of the Owner.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance.

The Architect shall maintain the following insurance. All policies shall be written by insurers acceptable to the additional insureds that have an A.M. Best's Rating of A-, VII or higher and are authorized to conduct business in the State of Ohio.

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million (\$2,000,000) for each occurrence and Four Million (\$4,000,000) in the aggregate for bodily injury and property damage. A per project aggregate endorsement shall be included in the General Liability and shall provide that the general aggregate limit applies separately to the Project. (This endorsement shall be Insurance Services Office, In. (ISO) endorsement CG 25 03, or equivalent.)

§ 2.6.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.6.1 and 2.6.2.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than One Million (\$1,000,000) for each occurrence.

§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million (\$ 1,000,000) per claim and Two Million (\$2,000,000) in the aggregate.

§ 2.6.5.1 Architect & Engineers/Contractors Pollution Liability insurance with a limit for any one incident of not less than \$1 million and an aggregate limit of not less than \$1 million.

§ 2.6.6 In lieu of the total Limits of Liability being provided under the Primary Liability insurance, the Architect and subcontractors may provide the liability limit specified by means of a combination of Primary and Umbrella Liability insurance. The Umbrella Liability coverage must be as broad or broader than the Primary Insurance policies. The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

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§ 2.6.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6, upon execution of the Agreement. The certificates will show the Owner as additional insureds on the Commercial General Liability, Automobile Liability, and any excess policies. The Architect shall deliver to Owner, upon request, copies of the actual insurance policies. Architect is required to notify Owner of any adverse material change in, or cancellation of, the policy or policies evidenced, via certified mail to Owner, and that 5 days after the renewal date, the Architect shall furnish Owner, with updated or replacement certificates of insurance that clearly evidence continuation of all coverages in the same manner, limits and protection, as required.

§ 2.6.8 Architect's insurance as required by the Agreement shall be kept in force by the Architect continuously during the life of the Agreement, and for a period of not less than 90 days after the date of final completion of the Project.

§ 2.6.9 If professional liability and/or commercial general liability coverage is claims-made coverage, the retroactive date must be dated prior to commencement of any design work being performed. Coverage must be maintained in effect for four (4) years after Completion of Work.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described throughout this Agreement, including but not limited to, in Article 3 and include usual and customary civil, structural, mechanical, plumbing, electrical, and other engineering and consulting services. The Architect's design for the Project will comply with the Owner's planned objectives and program for the Project and the Owner's budget for the Project. Services not set forth in this Article 3 or elsewhere in this Agreement are Additional Services. Because the Project delivery method is anticipated to be construction manager at risk, in coordination with the Owner and Owner's legal counsel, the Architect will assist in the preparation of procurement documents, bid packages, consider requests for substitutions if permitted, and prepare addenda identifying approved substitutions, as part of its Basic Services. The Owner may provide services from its consultants and suppliers for the Project. The Architect shall assist the Owner in the procurement of consultants and suppliers, as requested by Owner, and provide information and coordination of its services with the Owner and any of Owner's consultants and suppliers as part of its Basic Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner. The Architect shall be responsible for reviewing all Project meeting minutes and identifying any inconsistencies or inaccuracies in such meeting minutes, in a written notification to the Construction Manager and Owner, during all phases of the Project.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. If Owner performs work on the Project with separate consultants, equipment suppliers, or other vendors, Architect shall cooperate with and coordinate its design and activities with those of such separate consultants, equipment suppliers, or other vendors so that the Project can be completed in an orderly and coordinated manner without disruption. As applicable, the Architect shall review the reports and shop drawings from Owner's consultants, equipment suppliers, or other vendors and coordinate its design accordingly. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. However, the Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, delay, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager, if one has been selected a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Construction Manager's Preconstruction Phase services, (4) for the performance of the Owner's consultants, and (5) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 Throughout the Project, the Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the

Architect's services. The Architect will work with the Construction Manager to develop the construction schedule for the Project; the Construction Manager is responsible for preparing the final construction schedule, subject to approval by the Owner.

§ 3.1.5 Once the Owner, Construction Manager, and Architect agree to the time limits established by the Project schedule, the Architect shall not exceed them, except for reasonable cause or as agreed pursuant to Section 1.1.4.1 of this Agreement.

- .1 If at any time the Architect believes the time for the completion of any component of the Project or any milestone will be exceeded by any party, the Architect will use reasonable care to notify promptly the Owner in writing of the situation and work with the Owner and Construction Manager to develop alternatives for maintaining the schedule for the applicable component of the Project, to the extent it is reasonably possible and under the control of the Architect or Construction Manager.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made without the Architect's approval. The Architect shall timely notify the Owner and Construction Manager of any objections it has to such substitution, in writing.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. The Architect shall advise the Owner, in writing, of the results of these contacts and any impacts on Project requirements.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.9 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the project, and shall perform Architect's services and design the Project in order to address all such laws, codes, and regulations including but not limited to national, state, and local regulatory and statutory requirements, including but not limited to the requirements of the **Department of Rehabilitation and Correction**, and the Construction-Renovation Criteria attached hereto as **Exhibit B** (or the most current version thereof), in accordance with Architect's Standard of Care.

§ 3.1.10 The American with Disabilities Act (ADA) provides that designs of new facilities must meet the requirements of the ADA. The Owner has contracted with the Architect in reliance upon the Architect's skill and judgment in addressing the ADA requirements of the Project. The Architect will comply with the applicable ADA requirements as they apply to the Project.

§ 3.1.11 The Architect affirms that it and its consultants presently have, and will at all times during the term of this Agreement maintain: (i) all skills, experience, knowledge, staffing and resources to perform the services set forth herein, and (ii) all required licenses, accreditations, certifications and registrations necessary to perform the services set forth herein.

§ 3.1.12 To the extent needed to provide its Basic Services and to the extent existing conditions are reasonably visible and accessible, the Architect shall provide services to investigate existing conditions or facilities.

§ 3.2 Evaluation of the Construction Manager's Guaranteed Maximum Price Proposal or Cost Estimate(s)

§ 3.2.1 Prior to the Owner's acceptance of the Guaranteed Maximum Price Proposal, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.

§ 3.2.2 The Owner will receive Cost Estimate(s) and a Guaranteed Maximum Price Proposal, as appropriate, from the Construction Manager. As requested by the Owner, the Architect shall assist the Owner in reviewing the Construction

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Manager's estimate or GMP Proposal. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies created by the Construction Manager; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager in writing.

§ 3.2.3 Upon authorization by the Owner, subject to Sections 6.5, 6.6, and 6.7, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Cost Estimate.

§ 3.3 Schematic Design Phase Services

For Schematic Design Phase Services, references to the Construction Manager apply to the extent a Construction Manager has been selected.

§ 3.3.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect will advise the Owner, when requested, of design alternatives, which could result in savings to the Owner, including savings in the construction cost and the cost of operating the Project when completed.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager, if one has been selected, and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches, and consideration of the implementation of the Owner's sustainable objective, if any. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.3.5.2 The Architect shall consider and discuss with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program, life cycle costs, operating costs, staffing costs, and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager, if one has been selected, including copies of any applicable narrative and/or project. The Architect shall meet with the Construction Manager and Owner to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Owner's comments and Construction Manager's review comments and Cost Estimate, if any, at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.5 and 6.6, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, if any, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

For Design Development Phase Services, references to the Construction Manager apply to the extent a Construction Manager has been selected.

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager, if one has been selected, including copies of any applicable narrative and/or project manual, as requested by the Owner. The Architect shall meet with the Construction Manager and Owner to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Owner's comments and Construction Manager's information and Cost Estimate, at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

For Construction Documents Phase Services, references to the Construction Manager apply to the extent a Construction Manager has been selected.

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project, including but not limited to the **Ohio Department of Rehabilitation and Correction**. The Architect will assist the Owner in connection with filing documents required for approval by governmental authorities having jurisdiction over the Project.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist and coordinate with the Owner, Owner's legal counsel, and Construction Manager in the development and preparation of a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms.

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§ 3.5.4 Construction Documents for GMP Proposal Prior to the conclusion of the Construction Documents Phase, at the time specified in the agreement between the Owner and Construction Manager, the Architect shall submit the Construction Documents to the Owner and the Construction Manager, for the Construction Manager's use in preparing its Guaranteed Maximum Price Proposal, including copies of any applicable narrative and/or project manual. The Architect shall meet with the Construction Manager and Owner to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's estimate(s) and/or Guaranteed Maximum Price Proposal during and/or at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.5 and 6.6 and request the Owner's approval of the Construction Documents.

§ 3.5.6 In addition to other terms to be included in the Contract Documents on behalf of the Owner, the Architect will (a) include in the Contract Documents test requirements for the following building systems: air conditioning system (which will be conducted during the summer months), heating system (which shall be conducted during the winter months), electrical system, plumbing system, fire protection system, communications system, security systems and other such systems as are reasonably requested by the Owner; (b) provide that the respective contractors participate in such series of systems tests; and (c) provide that such tests will be conducted during the first eleven (11) months following the date the Owner receives the occupancy permit and Substantial Completion. It is intended that the testing shall be a comprehensive series of operation tests designed to determine whether the systems, including hardware and software, are fully operational in accordance with the requirements of the Contract Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction, as modified by the Owner.

§ 3.6.1.2 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal. Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.1.4 Coordination of Responsibilities Regarding Underground Utility Facilities. The Architect, on behalf of the Owner, will assist the Owner to give the notices required to be given by the Owner under Section 153.64(B), Revised Code. The Architect will include in the Drawings and Specifications the identity and location of existing underground utility facilities located in the construction area of the Project as provided by the Owner of the utility facility.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work. The Architect shall memorialize its site visits in a written report to the Owner.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Owner of any Work that it knows or within the Standard of Care should have known does not conform to the

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Contract Documents and upon approval of the Owner, shall notify the Construction Manager of the rejection of such Work, with a copy to Owner. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. The Architect will keep a record of all such interpretations that includes information such as the date of each request for interpretation, the person making the request, the date of the Architect's response, and a summary of the response. The Architect will keep all correspondence and documentation related to such requests organized in a systematic manner and will make such documentation available to the Owner upon the Owner's request.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, as modified by the Owner, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.2.6 The Architect shall give prompt written notice to the Owner if the Architect becomes aware of any fault, defect, error, omission, or inconsistency in the Project or in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect shall assist the Owner with the evaluation of Construction Manager's requests for use of contingency funds. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect. The Architect will not certify any payment application to the extent the Construction Manager has not submitted appropriate waivers of claim, waivers of lien, or other documents required by the Contract Documents, except as provided herein.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved

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submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation of equipment or systems, which are the Construction Manager's responsibility. The Architect shall provide reasonable assistance to clarify certain dimensions if those indicated in the Contract Documents conflict with existing field conditions or because the dimensions in the Contract Documents contain erroneous, inconsistent, or incomplete information. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within 72 hours unless otherwise agreed upon by the Construction Manager, in writing. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information, within 7 calendar days.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. However, the Architect will notify the Owner and Construction Manager in writing, of such minor changes. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work, including but not limited to, RFIs, Bulletins, Change Orders, Construction Change Directives, submittals, and Architect's Supplemental Instructions and upon completion, represent all changes known to Architect, in the Record Documents.

§ 3.6.5.3 The Architect shall review properly prepared, timely requests by the Owner or Construction Manager for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied. The Architect and the Construction Manager will maintain a record of all change orders for the Project that shows the status of each change order, identifies potential change orders and includes the subject of the change order, the dates of approval, the estimated cost of the change order (if not approved), the number of days additional time requested by the Construction Manager for the Work and the number of days approved by the Architect and Owner to accomplish the Work. The Architect will furnish an updated copy of the change order record to the Owner upon request.

§ 3.6.5.4 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect, shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services modification to the Architect's services. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and 1 month prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance. The Architect shall document deficiencies and notify the Construction Manager in writing with a copy to Owner, that corrective work is required, prior to the 1 year anniversary of Substantial Completion unless agreed upon otherwise.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. Subject to Paragraph 1.3 of this Agreement, the Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Assistance with selection of the Construction Manager	Architect	Included in Basic Services as requested by Owner, as set forth herein.
§ 4.1.2 Programming	Architect	Included in Basic Services
§ 4.1.3 Multiple preliminary designs	Architect	Included in Basic Services
§ 4.1.4 Measured drawings	Architect	Included in Basic Services
§ 4.1.5 Existing facilities surveys	Architect	Included in Basic Services
§ 4.1.6 Site Evaluation and Planning	Architect	Included in Basic Services

(Row deleted)

§ 4.1.7	Building Information Modeling (E203™-2013)	Architect	Included in Basic Services See Section 4.2.3 below.
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(Row deleted)

§ 4.1.8	Civil engineering	Architect	Included in Basic Services
§ 4.1.9	Landscape design	Architect	Included in Basic Services
§ 4.1.10	Architectural Interior Design	Architect	Included in Basic Services

(Row deleted)

§ 4.1.11	Value Analysis	Architect, as needed in consultation with the Owner and CMR	This is included as a Basic Service; B204-2007 is not required.
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(Row deleted)

§ 4.1.12	Detailed cost estimating	Architect/Owner/CMR	Initial cost estimating by Architect is included as a Basic Service. Following procurement of Construction Manager, additional cost estimating to be provided by Construction Manager with evaluation by Architect.
§ 4.1.13	On-site project representation	Architect	Construction administration and periodic observation services are included as a Basic Service as set forth in this Agreement.

(Row deleted)

§ 4.1.14	Conformed construction documents	Architect	Included in Basic Services See Section 4.2.1 below
§ 4.1.15	As-Designed Record drawings	Architect	Included in Basic Services

(Row deleted)

§ 4.1.16	As-Constructed Record drawings	Architect	Included in Basic Services See Section 3.6.5.2 and Section 4.2.2 below
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(Row deleted)

§ 4.1.17	Post occupancy evaluation	Architect	An 11 month walk-through is included in Basic Services, per Section 3.6.6.5.
§ 4.1.18	Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.19	Tenant-related services	Not Provided	
§ 4.1.20	Coordination of Owner's consultants	Architect	As requested by Owner, this is included in Basic Services
§ 4.1.21	Telecommunications/data design	Architect	Included in Basic Services.
§ 4.1.22	Security Evaluation and Planning	Architect	Included in Basic Services.

(Row deleted)

§ 4.1.23	Commissioning	Architect	Included in Basic Services. See Section 4.2.4 below.
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(Row deleted)

§ 4.1.24	[Not Used.]	N/A	N/A
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§ 4.1.25	LEED® equivalent and sustainable design recommendations and services	Architect	As set forth in Section 1.1.7. LEED equivalent design is an optional Additional Service which Owner may authorize in writing, in its sole discretion
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(Row deleted)

§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design	Architect/Owner	As part of its Basic Services, the Architect will include furniture layouts in the design. The Architect will coordinate its services and design with Owner's FFE vendors and provide its design to such vendors, to the extent necessary.

(Row deleted)

§ 4.2 Insert a description of any Basic Service designated in Section 4.1 if further description is needed. (None if none are listed.)

§ 4.2.1 After the last Bid Package has been released, the Architect shall assemble a complete, single set of Construction Documents which shall incorporate the drawings, specifications and Addenda for all of the various Bid Packages issued during the Bidding or Negotiation Phase. All documents shall be made current as of the date of issuance of the Conformance Set. An electronic copy of the Conformance Set shall be provided to the Owner and Construction Manager for distribution. The Architect shall provide any hard copies requested by the Owner in the size and quantity requested.

§ 4.2.2 The Architect shall compile and deliver to the Owner Record Documents which reflect the marked-up drawings and other data furnished to the Architect by the Construction Manager. The Documents shall be in the form of a set of prints and electronic CAD and pdf files on a USB flash drive. All RFI's and documented changes in Work will be represented on the Record Documents when appropriate.

§ 4.2.3 The Architect will prepare the Schematic Design, Design, Development, and Construction Documents using Autocad 2017. During the Construction Documents phase, the Architect will retain a BIM consultant and prepare an architectural and structural model in Revit format. Following subcontractor bidding, is anticipated that the Construction Manager will act as BIM coordinator. The Architect shall attend in person or video conference meetings with the Construction Manager and key subcontractors to discuss constructability issues, potential conflicts, clearances, and any other issues to ensure the design can be constructed as planned. The Architect will cooperate with the Construction Manager and subcontractors during this process and will revise the design to address such issues. The lump sum fee for BIM modeling services is set forth in Paragraph 11.1.

§ 4.2.4 The Architect will perform Commissioning services as part of its Basic Services and without additional compensation.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this

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Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 [Not Used.]
- .3 Services necessitated by the Owner's request for LEED® equivalent design, as set forth in Section 1.1.7;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing, except as described elsewhere in the Contract Documents or when the Architect is a party thereto;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 [Not Used.]
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .12 Assistance to the Initial Decision Maker, if other than the Architect; or
- .13 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .14 [Not Used.]
- .15 [Not Used.]

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services.

- .1 [Not Used.]
- .2 Responding to the Construction Manager's extensive requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 [Not Used.]
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker, unless any Claim is alleged to be a result of the Architect's errors or omissions;
- .5 Evaluating extensive substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom; or

However, nothing in this Agreement shall relieve the Architect of its professional duties related to this Project. Should the Architect believe that the proposed Additional Services are essential for the performance of its professional

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responsibilities, the Architect shall clearly notify the Owner of that fact in writing, stating the objective basis for that belief. If the Owner determines that the proposed Additional Services (which the Architect has suggested are essential) are included in the Architect's Basic Services, the Architect shall perform them, submitting written notice to the Owner before performing those services, stating that the Architect disputes the Owner's determination that those services are Basic Services and that the Architect does not waive its right to seek compensation for those services by performing them. If the Architect fails to timely provide such notice, the Architect shall be deemed to have waived the right for compensation for performing the Additional Services.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- 1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- 2 Visits to the site by the Architect over the duration of the Project during construction, as often as is appropriate for the Work that is under way, but not less than 1 time every two weeks.
- 3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement, excluding the 11-month walk-through, have not been completed within 60 days after the date set for Substantial Completion of the Project or thirty-six (36) months of the date of Owner's approval of the conceptual plan, whichever is later, through no fault of the Architect, the Architect may request additional compensation for the actual cost of performance to the extent the Architect demonstrates that such costs exceed the costs the Architect would have incurred in the absence of the delay.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner will retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall coordinate with the Construction Manager to adjust the Project schedule, if necessary in the Owner's sole discretion, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect.

§ 5.4.1 [Not Used.]

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 An Owner consultant or the Construction Manager will furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site and the Architect shall collaborate with such Owner's consultant and/or the Construction Manager. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed

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restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 An Owner consultant or the Construction Manager will furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Architect shall collaborate with the Owner's consultant and/or Construction Manager on the number and locations of such tests and borings.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish reasonably requested tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Notwithstanding the foregoing, the parties understand that the Owner has no duty to search for the same, and further agree that Owner is not a professional skilled in finding such faults or defects.

§ 5.12 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.13 The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction, upon request by the Architect.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect reasonable access to the Work wherever it is in preparation or progress, unless there is a risk of delay to the Project or safety of individuals.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Managers' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, or other costs that are the responsibility of the Owner. All allowances or contingencies included in the Cost of the Work, shall be approved by the Owner prior to inclusion in the Project Construction Cost.

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§ 6.2 The Owner's total Project budget is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.4. Evaluations of the Owner's budget for the Project represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's detailed cost estimates, the Architect shall work cooperatively with the Construction Manager to conform the cost estimates to one another.

§ 6.3.2 If the Owner engages a Cost Consultant and a discrepancy exists between the Construction Manager's estimate and the Cost Consultant's estimate, the Architect shall assist the Cost Consultant and Construction Manager as necessary to conform the estimates to one another.

§ 6.4 [Not Used.]

§ 6.5 If at any time prior to the Owner's acceptance of the Guaranteed Maximum Price Proposal, the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner may hold a review and value analysis meeting with Construction Manager and Architect to determine the potential impact on the Guaranteed Maximum Price if any, and/or shall:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Schematic Design Documents, Design Development Documents, and/or Construction Documents, as applicable, as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the applicable Design Phase, or the budget as adjusted under Section 6.5.1.

§ 6.7 After execution of the Guaranteed Maximum Price Amendment by Owner, the Architect shall, after prior written authorization from Owner, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment or as a result of Architect's error or omission.

ARTICLE 7 · COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications. As payments are made by the Owner and accepted by the Architect, the Owner is hereby deemed the owner of the Architect's and the Architect's consultants' Instruments of Service, including the Drawings and Specifications and shall retain all common law, statutory, and other reserved rights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Owner.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner full ownership of the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain the necessary rights from the Architect's consultants consistent with this Agreement and the Owner's ownership of the Instruments of Service. The rights granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service for use in performing services or construction for the Project for the Owner. These full ownership rights shall survive any termination of this Agreement.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses or rights granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 The Owner authorizes the Architect to furnish contractors and subcontractors, directly engaged in the Project, portions of the construction documents in digital data format for their convenience and use solely for their construction of the Project. The Architect cannot warrant the compatibility of digital data files with the hardware or software utilized by the contractors and subcontractors. The Architect does not warrant the accuracy of changes made by contractors and subcontractors to the digital files provided by the Architect.

§ 7.6 Upon completion of the services, the Architect shall furnish to the Owner digital data files of the latest construction documents prepared by the Architect. The Architect shall correct any errors or discrepancies found in the digital data files and reported within 60 days of their receipt by the Owner.

§ 7.6.1 [Not Used.]

§ 7.6.2 [Not Used.]

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

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§ 8.1.2 To the extent damages are actually covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the modified (as prepared for the Project) AIA Document A201-2007, General Conditions of the Contract for Construction, if applicable. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 INDEMNIFICATION

§ 8.1.3.1 Notwithstanding any other provision in this Agreement to the contrary, the Architect shall indemnify and hold harmless the Owner for damages, losses, attorney fees or claims which the Owner sustains resulting from any negligent act, error, omission or failure to exercise reasonable care skill or diligence on the part of the Architect, its employees; or its Consultants respecting the performance of any Work or Service in connection with the Project.

§ 8.1.3.2 Notwithstanding any other provision in this Agreement to the contrary, the Architect shall indemnify and hold harmless the Owner for all damages, losses, attorney fees or claims to the extent caused by the negligent breach of this Agreement or any implied covenants deemed to be applied thereto, willful misconduct, omissions, or other negligent failures to perform by the Architect, its employees, its agents or its consultants.

§ 8.1.4 [Not Used.]

§ 8.1.5 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.1.1 Unless otherwise agreed in writing, the Owner shall maintain the Owner's rights to the Architect's Instruments of Service and the Architect shall continue to provide services and shall maintain progress during any mediation, arbitration or litigation proceedings, and the Owner shall continue to make payments to the Architect in accordance with this Agreement; however the Owner shall be under no obligation to make payments on or against any claim or amounts in dispute during the pendency of any mediation, arbitration or litigation proceeding to resolve those claims or amount in dispute.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. The parties shall mutually agree to a mediator, and the mediation shall be administered in accordance with the American Arbitration Association's Construction Industry Mediation rules in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction pursuant to paragraph 10.1.
- Other: *(Specify)*

(Paragraphs deleted)

§ 8.3 [Not Used.]

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give twenty-one days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, and the period of suspension is more than sixty (60) days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than twenty-one days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services actually performed prior to termination per paragraph 11.6, together with Reimbursable Expenses then due.

§ 9.7 [Not Used.]

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in Common Pleas Court in the county in which the Project is located, and each party hereby expressly consents to the jurisdiction of such court. The parties expressly waive the right to remove any litigation arising out of this Agreement to federal court.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction, as modified by the Owner. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect. However, it is understood that the Owner is an intended third-party beneficiary of Architect's agreements with its consultants for design and engineering services. The Architect shall incorporate the obligations of this Agreement into its respective consultant agreements and subcontracts.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless the toxic materials or substances were brought to the Project by the Architect pursuant to the terms of the Contract Documents. Should the Architect become aware of the presence of hazardous materials or toxic substances on the Project Site, the Architect shall immediately report that presence to the Owner in writing.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. The Architect will not publish other information regarding the Project without the Owner's prior written consent and the Owner agrees not to unreasonably withhold such consent. **The Architect acknowledges that the Project is subject to unique security concerns.** The Architect agrees to keep confidential and not to disclose to any third party (without the advance written consent of the Owner) any confidential, proprietary or privileged information or documentation of the Owner.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential to the extent permitted by law and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

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ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

The Architect's compensation for its Basic Services shall be 7.5% of the Contract Sum as defined in paragraph 5.1 of the modified AIA Document A133-2009 Construction Manager at Risk agreement, plus a lump sum fee of \$45,000.00 for BIM modeling services, plus Reimbursable Expenses as defined in paragraph 11.8, not to exceed \$19,500.00. Such compensation for Basic Services includes an allowance of \$55,000 for Civil Engineering which the Architect shall track in detail, in each invoice to the Owner, attaching any backup documentation. If at any time the Architect believes an increase to such allowance may be necessary, it will notify the Owner in writing and shall receive prior written authorization from the Owner before such allowance is exceeded or increased. The Architect shall also track the percentage-based fee, lump sum fee for BIM Modeling, and Reimbursable Expenses separately in each invoice.

§ 11.2

(Paragraphs deleted)

[Not Used.]

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

No Additional Services shall be performed without a prior written, signed agreement between the Owner and Architect. The Architect shall be compensated for Additional Services on the basis of hourly billing rates set forth in Paragraph 11.7, unless a lump sum amount is mutually agreed upon between the Owner and Architect.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect, without markup.

§ 11.5 The Architect shall invoice the Owner monthly in proportion to services performed in each phase of services. For any services billed hourly, Architect's invoices shall show an hourly rate breakdown including time spent by each member of Architect's personnel. The compensation for each phase of services shall be as follows:

Schematic Design Phase	percent (15)	%
Design Development Phase	percent (20)	%
Construction Documents Phase	percent (25)	%
Bidding & Negotiation Phase	percent (5)	%
Construction Phase	percent (30)	%
Closeout Phase	percent (5)	%
Total Basic Compensation	percent (100)	%

(Paragraph deleted)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services have been actually completed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the Cost of the Work in the Owner-accepted Guaranteed Maximum Price Amendment, or (2) if the Guaranteed

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Maximum Price proposal has not been accepted by the Owner, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project to the extent such estimate has been approved by the Owner.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Wachtel & McAnally Architects/Planners:

Principal: \$150.00/hour
Staff Architect: \$110.00/hour
Project Manager: \$95.00/hour
CAD Operator: \$60.00/hour
Administrative Support: \$45.00/hour

(Table deleted)

Prater Engineering:

Principal 1: \$150.00/hour
Principal 2: \$125.00/hour
Principal 3: \$105.00/hour
Project Manager: \$95.00/hour
Commissioning Technician \$95.00/hour
Engineer: \$85.00/hour

Engineering Designer: \$75.00/hour
Drafting (CAD or Revit): \$50.00/hour
Administrative Support: \$45.00/hour

Eeman & Blinn – Structural Engineers

Engineer: \$144.00/hour
Project Manager: \$95.00/hour
Drafting: \$86.00/hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services, subject to 11.1, and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Normal and reasonable cost of transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 [Not Used].4 Normal and reasonable cost of printing, reproductions, plots, standard form documents, except that reproduction for internal coordination between the Architect and Owner and the Architect's consultants shall not be reimbursable;
- .5 Postage, handling and delivery;
- .6 Employment of special consultants other than those listed in this Agreement, if any, and if authorized in advance, in writing by the Owner (not anticipated and not included in the not-to-exceed amount set forth in 11.1);

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7 Normal and reasonable cost of renderings, models, mock-ups, professional photography, and presentation materials requested by the
(Paragraphs deleted)
Owner, if authorized in advance, in writing by the Owner (not anticipated and not included in the not-to-exceed amount set forth in 11.1);

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.8.3

If the insurance requirements listed in Section 2.6 exceed the types and limits the Architect normally maintains and the Architect incurred additional costs to satisfy such requirements, the Owner will reimburse the Architect for such costs, without markup.

(Paragraphs deleted)

§ 11.8.4 Reimbursable Expenses must be submitted to the Owner (detailed in Architect's invoice with back-up documentation attached) no later than 60 days after such expense is incurred by the Architect. Architect's failure to submit Reimbursable Expense timely to the Owner as required herein will be an irrevocable waiver of Architect's right to reimbursement for such Reimbursable Expense.

§ 11.9

[Not Used.]

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the date the invoice is approved by the Owner shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Simple interest at the prime rate per annum. Architect shall give the Owner seven days written notice of late payment before interest shall begin to accrue.

§ 11.10.3 [Not Used.]

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.10.5 The Architect shall keep full and detailed accounts of its Reimbursable Expenses, Additional Services or other services billed hourly, and Project records, and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner. During the Project, the Owner and the Owner's accountants shall be afforded access to the Architect's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Architect shall provide all such records to the Owner electronically on CD(s) or USB drive(s) or other format acceptable to the Owner, within 30 days following Final Completion of the Project. In the event that the Architect's records are not available at the agreed upon time or place, or in the event that Owner finds incomplete records or inaccurate accounting of paid expenses, the Architect must reimburse Owner for its time, travel, related expenses and Architect shall reimburse Owner the full amount of any discrepancies or overages.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

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User Notes:

(1114058565)

§ 12.1 Architect's Duties in General. The Architect shall provide its services in accordance with the Architect's Standard of Care and perform the Basic Services and any Additional Services requested under this Agreement on a timely basis. To the extent that any service hereunder shall be performed by consultants retained by the Architect, the term "Architect" as used in this Agreement shall be deemed to include any such consultant.

§ 12.2 The Architect acknowledges it will use its best professional skill and judgment to coordinate the design of the Project in order to (i) minimize disruption of the Owner's operations, and (ii) to ensure that the Project is coordinated as to phasing, timing, staging, design, and execution. However, it is understood that the Architect will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the responsibility of the Construction Manager and contractors.

§ 12.3 The Architect's duties and obligations, as set forth herein, and any liabilities arising hereunder shall at no time be diminished or released by reason of any approval by the Owner of the Drawings and Specifications or any other documents prepared by the Architect.

§ 12.4 In providing services under this Agreement, the Architect shall exercise the Standard of Care for an Architect experienced with designing jails and other correctional facilities in the state of Ohio to comply with all reasonably known applicable federal, state, and local laws, regulations, and orders in effect at the time of submission of the Contract Documents to the governing building authority. The Architect agrees that it will exercise the Standard of Care for an Architect experienced with designing jails and other correctional facilities in the state of Ohio so that the Plans and Specifications and the improvements, if built in accordance with them, shall conform to all reasonably known currently applicable statutes, regulations, ordinances, and orders, except to the extent that the Architect has advised the Owner in writing that there is an ambiguity or an interpretation by a code official contrary to that by the Architect or that a variance shall be necessary. The Architect shall not be responsible for compliance by any contractor with currently applicable statutes, regulations, ordinances, and orders but shall report any known deviation therefrom to Owner and Construction Manager, in writing.

§ 12.5 The Architect, consistent with its Standard of Care and professional skills as an architect experienced in the design of **corrections facilities**, agrees, based upon the manufacturers' specifications or observations, that materials and equipment specified shall be adequate for the purposes for which they are specified.

§ 12.6 Consistent with its Standard of Care as an architect experienced in the design of **corrections facilities**, the Architect shall endeavor to anticipate problems related to zoning, building permits, building envelope including roofs and walls, availability of utilities, equipment and material shortages, proper balancing of the heating, ventilating, and air conditioning systems, security systems, and supplier delays.

§ 12.7 The Architect shall endeavor to maintain good working relations with the Owner, Construction Manager, contractors and subcontractors, shall further endeavor to solve problems and resolve disputes, if reasonably possible, promptly as they occur on the Project, and shall promptly advise the Owner of any action recommended with respect to the problems or disputes that could not otherwise be resolved.

§ 12.8 **Privileged Communications.** All communications between the Owner's legal counsel and the Architect, while the Architect is acting as the agent for the Owner under the terms of this Agreement and which relate in any way to the administration of the construction of the Project or to the work of any Contractor, Subcontractor, materialman, or any other person rendering services in connection with the Project, shall be subject to the attorney-client privilege that can be waived only by the Owner. Any such communications and copies thereof that are written including without limitation, correspondence, notes, memoranda, notes of meetings and conversations that are reduced to writing and the like, upon notice from the Owner's legal counsel, shall be placed by the Architect in a separate file folder marked "Privileged and Confidential" and shall not be disclosed to any person other than the Architect's own legal counsel without the express written permission of the Owner. This provision is intended to protect the confidentiality of the Owner's communications with its counsel when the Architect comes into possession of such information in its capacity as agent of the Owner in the performance of its duties under this Agreement in the event of a dispute between the Owner and a third party. This paragraph is not intended to impede communications between the Architect and the Architect's counsel or between the Architect and any contractor seeking a decision from the Architect on a claim or dispute related to the Project.

§ 12.8 Non-Discrimination. Architect agrees:

- .1 That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Architect, subcontractor, nor any person acting on behalf of either of them, shall by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- .2 That neither the Architect, subcontractor, nor any person acting on behalf of either of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, handicap, or color.
- .3 That there shall be deducted from the amount payable to the Architect by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.
- .4 That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

§ 12.9 Notices. A Notice is any written notice to the Owner or the Architect. Written Notice to the Architect shall be deemed to have been duly served if delivered in person to an officer or any other official of the Architect or if delivered to or sent by registered or certified mail, return receipt requested, to the last known business address of the Architect. Written Notice to the Owner shall be deemed to have been duly served if delivered in person or sent by registered or certified mail, return receipt requested to the Owner's representative identified in the Agreement. When sent by certified mail to either party, any written notice shall be considered properly delivered to the other party three (3) days after the date sent.

§ 12.10 Modification. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against a party unless set forth in writing and signed by or on behalf of a party. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Agreement.

§ 12.11 Partial Invalidity. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

§ 12.12 Counterparts. This Agreement may be executed in any number of counterparts each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. This Agreement may be executed and delivered by facsimile or via electronic mail.

ARTICLE 13 - SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B133™-2014, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as modified
- .2 [Not Used.]

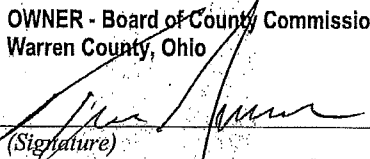
Init.

- 3 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Exhibit A – Architect’s Schedule
Exhibit B – Construction Renovation Criteria

This Agreement entered into as of the day and year of execution by the Owner.


OWNER - Board of County Commissioners
Warren County, Ohio


(Signature)

Tom Grossmann, President
(Printed name and title)

3/13/18
(Date)
(Row deleted)

ARCHITECT –
Wachtel & McAnally Architects/Planners Inc.


(Signature)

GARRY McANALLY, President
(Printed name and title)

March 2nd, 2018
(Date)

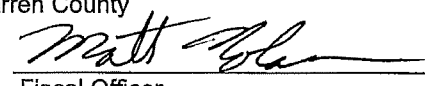
CERTIFICATE

(Section 5705.41, R.C.)

The undersigned, Fiscal Officer of Warren County, Ohio, hereby certifies that the moneys required to meet the obligations of the County during the current fiscal year, under the attached Agreement for the services indicated herein have been lawfully appropriated for those purposes and are in the appropriate account of the County, or in the process of collection to the credit of the appropriate account or fund, free from any previous encumbrances.

DATED: _____

Warren County

By: 
Fiscal Officer

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Init.



Wachtel & McNally

Architects/Planners Inc.

35 SOUTH PARK PLACE-SUITE 350

NEWARK, OHIO 43055

www.wachtelmcnally.com

Phone: (740) 345-3500

Fax: (740) 345-7690

Warren County Jail & Sheriff's Office
2/26/18
Preliminary Schedule
Start Date: Assume Contract signed by March 14, 2018

- Finalize Program Review and Schematic Designs with Sheriff's Office and Owner's Representatives 3 months (3/14/18 – 6/14/18)
Review with Bureau of Adult Detention (B.A.D.) 2 weeks (6/15/18 – 6/29/18)
- CM@R Estimate 2 weeks 6/15/18 – 6/29/18
- Design Development Phase 4 months (7/2/18 – 11/6/18)
Review with B.A.D. 2 weeks (11/7/18 – 11/21/18)
- CM@R Estimate 2 weeks (11/7/18 – 11/21/18)
- Construction Documents Phase 4 months (11/22/18 – 3/22/19)
Review with B.A.D. 3 weeks (3/25/19 – 4/16/19)
- Bidding Phase 1 month (4/17/19 – 5/17/19)
- GMP Proposal 2 weeks (5/20/19 – 6/4/19)
- Construction 20 to 24 months
(6/17/19 – 6/17/21)

Note: This is a preliminary schedule. The schedule assumes that the program review and Schematic Designs will be completed and approved by Owner in 3 months. If this process requires more time to complete, the schedule will be adjusted. After the CM@R is selected the schedule may be adjusted.

CONSTRUCTION-RENOVATION CRITERIA

The **Construction-Renovation Criteria** outline the physical requirements necessary to achieve compliance with the “Standards for Jail in Ohio”, also known as the Minimum Standards for Jails. A wide variety of designs may be capable of satisfying the criteria. The DRC advocates the development of designs which attempt to normalize the jail environment, humanize its image and reduce the potentially negative effects of incarceration. It is emphasized, therefore, that while the **Construction-Renovation Criteria** establish minimum standards which must be met, the DRC encourages planning and design efforts which exceed these criteria. The DRC believes that this type of effort will serve to increase the safety, security and effectiveness of the final product to the benefit of all users, be they inmates, staff or visitors. To this end, the **Construction-Renovation Criteria** contains design and construction options, identified by *italicized type*. These options are not required for approval, but they are offered for consideration as improvements to the minimum requirements. Options not noted in the Construction-Renovation Criteria that exceed the minimum requirements are also encouraged.

The purpose of the **Construction-Renovation Criteria** is to guide all who are involved in the Planning Approval Process through an objective and comprehensive presentation of design and construction criteria intended to implement the “Standards for Jails in Ohio”. Used in conjunction with the **Construction-Renovation Criteria Checklist**, the **Construction-Renovation Criteria** can aid planners and the DRC staff in making a thorough and objective review of design and construction documents in accordance with Section 5103.18 of the Ohio Revised Code, the “Standards for Jails in Ohio” and established DRC procedures. They are also intended to aid planners, architects and jurisdictions in the development of designs which contribute to the safe, secure and effective operation of a local adult detention facility.

References:

NIC – National Institute of Corrections
AJA – American Jail Association
ACA – American Correctional Association
CAC – Commission on Accreditation
AMA – American Medical Association
NFPA – National Fire Protection Association
OBC – Ohio Building Code
ADAAG – Americans with Disabilities Act Accessibility Guidelines

Accessibility features need to comply with ADAAG and Chapter 11 of the Ohio Building Code.

PROPOSAL FOR CONSTRUCTION-RENOVATION CRITERIA REVISION

Criteria Number: _____

Classification (circle): Full Service Twelve-Day Twelve-Hour

Proposal is for: _____ New Criteria _____ Deletion _____ Revision

Existing criteria (insert complete criteria as it currently reads):

Proposal (state new/revised criteria as you believe it should appear):

Rationale for revision/deletion/new criteria:

Proposed by: _____ Date: _____
(type or print)

Signature: _____ Title: _____

Agency: _____

City: _____ State: _____ Zip: _____

Telephone: (_____) _____

Forward To: Bureau of Adult Detention
 Department of Rehabilitation and Corrections
 770 West Broad Street
 Columbus, Ohio 43222

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I. **SECURITY PERIMETER**

There must be a secure boundary which encloses the entire portion of the facility in which inmates are confined, including any area to which inmates may have access. Passage through this boundary must be strictly controlled.

- A. Actual contact with the perimeter exterior must be controlled by design or physical barrier in the following manner:
1. The perimeter must be well lighted to permit visual observation and CCTV monitoring of walkways, driveways and other areas permitting access to the building (see XI.A.).
 2. Closed circuit TV must monitor areas of the security perimeter which are accessible (see XI.A.).
 3. Exterior windows which are part of the security perimeter must:
 - a. Have detention framing, minimum 12 gauge, securely anchored to the wall with removable stops on the exterior secured with tamper resistant fasteners.
 - b. Have tamper-resistant fasteners for screens, security grillage, etc.
 - c. Allow natural light through a clear glazed area of at least 2.5 square feet (see X.G.).
 - d. Have the glazed area proportionately enlarged to compensate for the clear glazed area being blocked by screening or grillage installed over the window.
 - e. Provide a view that is as normal as possible without jeopardizing security and privacy and without creating view conflicts with the public or other inmates.
 - f. Have the window sill of ground level windows a minimum of 6'-0" above finished grade if the window is accessible to persons on the outside of the facility (see X.G.2.).
 - g. Be constructed of damage resistant and penetration resistant glazing (see X.F.).
 - h. *Have light tinting to reduce glare.*
 - i. The glazing in a security perimeter shall be 60 minute attack resistant or have a maximum dimension of 5" in one direction.

4. The exterior walls of the security perimeter must be:
- a. Concrete masonry units (CMUI, grouted and reinforced with steel reinforcing (see X. D.): or
 - b. Reinforced poured concrete (see X. D.): or
 - c. Reinforced precast concrete (see X. D.): or
 - d. Approved pre-engineered steel wall systems that are filled with concrete.

5. **Security Walls**

- a. **In addition to the security perimeter, there are other areas of a jail that require security walls as described in (X. D.) These areas include but are not limited to:**
 - i. **Inmate housing areas, pharmacies, arsenals, tool cribs, etc.**
 - ii. **Other areas as designated by the Bureau of Adult Detention.**

6. When an exterior fence or wall is used for security purposes, it must:
- a. Be securely anchored, mounted and/or installed.
 - b. Be a minimum height of 12'-0" above grade with triple strand barbed wire and minimum of 12" buried.
 - c. Be constructed of materials that are appropriate for the intended function and level of security.
 - d. Be able to be monitored by direct line-of-sight or CCTV (see XI.A.).
 - e. Do not use fence covering, privacy fabric, plastic filler or any other material that will inhibit visual observation or surveillance by staff.

B. The ingress/egress points of the security perimeter must include:

- 1. The capability of being controlled and monitored at the central control post both visually and audibly (two-way communication) initiated from either direction in order to prohibit entering or exiting the facility by unauthorized personnel.
- 2. Temporary weapon locker/depository outside the security perimeter at each entrance to the security perimeter through which staff might pass in

the performance of their normal duties.

3. A security vestibule:
 - a. At each entrance.
 - b. With interlocking doors.

C. *Approved exceptions are possible for the materials required in I.A. and I.B. for minimum security facilities subject to the mission and programming for the operation of the facility.*

II. **CENTRAL CONTROL**

There must be a central control post which:

- A. Is equipped to regulate and monitor traffic flow and emergency systems throughout the facility by having:
 1. A two-way audio communication capability (intercom) with all inmate housing, holding, program and service areas. The system must permit either party to initiate contact.
 2. A two-way audio communication capability (intercom, radio, telephone, etc.) between all staff posts and traffic areas (e.g., ingress/egress points, corridors, guard walks, programming and service areas) where a staff person is not within normal conversational hearing distance. The system must permit either party to initiate contact.
 3. The capability to monitor facility emergency systems (e.g., alarms, warning systems, suppression systems).
 4. The capability of remote unlocking of housing areas, cells and means of egress in emergencies per appropriate applicable codes.
 5. The capability to audibly (two-way audio communication) and visually (direct or CCTV) monitor security perimeter points of ingress/egress.
 6. The capability of being the sole point of remote control of the security perimeter points of ingress/egress.
- B. Has restrooms in close proximity to and readily accessible by staff. It is recommended that the toilet be within the secured perimeter of Central Control.
- C. Is constructed to prohibit access by unauthorized persons and to protect the safety of assigned staff by having:
 1. A secure total perimeter (walls, floor, ceiling) with damage resistant and penetration resistant glazing (see X.A., B., C., D., G., H., I.).

2. A security vestibule if the entrance to the post is from within the security perimeter.
 3. Secure ancillary perimeter penetrations such as paper passes and HVAC grills and diffusers.
- D. Include a secure key storage cabinet.
 - E. Has a telephone/communications link with outside agencies for emergency use.
 - F. Has any separate computer and/or electronic equipment rooms serving the post constructed to prohibit access by unauthorized persons (See II.C.I.; IX.A.4., 5.).
 - G. *Is strategically located to maximize required security measures and the efficient use of staff.*

III. **STAFF POSTS**

- A. There must be a booking/intake/reception post to accommodate staff working in the area which:
 1. Has staff restrooms available in close proximity and readily accessible to staff.
 2. Has staff seating provisions.
 3. Has a booking desk/counter with rounded edges/corners.
 4. Is located in close proximity to holding cells and permits a direct view of the interior of special holding/detox cells.
 5. Has two-way audio communication capability (intercom) with holding cells, central control and other permanent staff posts when the booking/intake/reception staff person is not within normal conversational hearing distance. The system must permit either party to initiate contact.
 6. *Has a means by which the staff person(s) working at various locations within the booking/intake/reception area can maintain communications with central control and inmate holding areas. (By intercom, radio, etc.)*
- B. There must be a minimum of one (1) security staff post per floor with observation or supervision responsibilities limited to 48 inmates per staff person per shift. This number could be increased to 60 inmates per staff person per shift where only minimum and low medium classifications exist.
 1. Posts may be enclosed, secured rooms or they may be open work areas located in or near housing areas with staff seating.

2. Posts shall be located to provide maximum observation of the areas supervised or observed by the post subject to the chosen surveillance/supervision mode (i.e., intermittent, podular remote, direct).
 3. Posts must have two-way audio communication(intercom) capability with all inmate areas (e.g., cells, dayrooms, program and service areas) that are controlled, supervised or utilized by the staff person, and with central control and other physical staff posts where the staff person is not within normal conversational hearing distance. The system must permit either party to initiate contact.
 4. Additional staff posts shall be provided as required by inmate needs, inmate classifications, inmate activities, housing configurations and total capacity on each floor.
- C. Staff restroom facilities shall be located in close proximity to staff posts and be readily accessible to staff.
- D. Posts must be equipped with necessary emergency and security equipment and with secure storage space for all items to be maintained at the post.
- E. Open work area staff posts must:
1. Have a means of securing any controls located at the post (e.g., door controls, alarm systems).
 2. Have egress from the housing area controlled by central control.
- F. Post must be capable of being continuously staffed.

IV. RECEPTION/RELEASE

There must be an area for accepting and releasing inmates which:

- A. Is served by a secure vestibule and/or vehicle sallyport that is used exclusively for inmate and staff entry from the outside and:
1. Provides visual privacy from the general public.
 2. Provides protection from the weather.
 3. Has a pedestrian security vestibule.
 4. Has a temporary weapons locker.
 5. *Should have a vehicle sallyport. It is recommended that it be a drive-thru.*

- B. Is located with direct access from the security vestibule or sallyport in IV.A.
- C. Has the areas to be used for reception/release functions grouped in a distinct area so that circulation patterns of the general facility do not disturb or compromise the functional integrity of this area.
- D. Is equipped with telephone(s) for local and long-distance calls.
- E. Has area(s) for:
 - 1. Photographs.
 - 2. Fingerprints.
- F. Has a sufficient number of secure holding cells to separate the classifications of inmates as outlined in Section V.B.
- G. Has a minimum of one (1) secure general temporary holding cell for inmates (12 hours maximum holding; see IV.F.). The cells must:
 - 1. Be single or multiple occupancy with:
 - a. A maximum capacity of six (6) occupants.
 - b. A minimum size of 60 net square feet (for one to three occupants).
 - c. 20 net square feet per each additional occupant up to a maximum of 120 net square feet (six occupants).
 - 2. Provide, for each inmate, seating that is securely mounted and free from burrs and sharp edges (see XI.H.)
 - 3. Include a toilet, sink and provisions for drinking water (see XI.E.).
 - a. A securely mounted 42"-48" high screen or wall to provide privacy from other cell occupants and from persons outside the cell while permitting staff observation/surveillance (see X.F.).
 - b. Detention quality fixtures.
 - i. *A combination unit is recommended.*
 - 4. Provide artificial lighting with (see XI.C.):
 - a. 15-20 footcandles measured 30" AFF finish floor.

- b. A security fixture.
 - 5. Have view panels in (see X.G., H.):
 - a. The cell door (20" x 24" minimum).
 - b. The cell front or side to facilitate staff observation of the entire cell when staff are close to the cell.
 - i. A full-vision door must be used when cell design prohibits front or side view panels.
 - 6. Be located in close proximity to the booking/intake/reception post.
 - 7. Have two-way audio communication (intercom) capability with the booking/intake/reception post and with a permanently staffed post (e.g., central control) when a staff person is not within normal conversational hearing distance.
 - 8. Have two-way audio communication capability with the adjacent corridor that prevents contraband passage yet allows communication at normal conversational level.
- H. Has a minimum of one (1) secure special purpose/detox holding cell (8 hours maximum holding: see IV.F.). The cell(s) must:
- 1. Be single occupancy.
 - 2. Be a minimum of 60 net square feet in area.
 - 3. Contain a concrete slab with radiused or beveled edges for seating and sleeping, and which is a maximum of 8" above finish floor unless the floor is constructed of resilient, impact absorbing materials (see X.E.).
 - 4. Include a combination toilet, sink and drinking fountain with (see XI.E.):
 - a. A securely mounted 42"-48" high screen or wall to provide privacy from persons outside the cell while permitting staff observation/surveillance (see X.F.).
 - b. A floor drain outside of the cell.
 - c. *A flush-up floor drain in lieu of combination toilet/sink and floor drain outside of cell.*
 - 5. Provide artificial lighting with (see XI.C.):
 - a. The capability to provide 15-20 footcandles measured at a height

of 30" AFF.

- b. A security fixture.
6. Provide view panels in (see X.G., H.):
- a. The cell door (20" x 24" minimum). 24" x 24" is preferred.
 - b. The cell front or side (480 sq. in. minimum, 12" least dimension) to afford staff a good view of the entire interior of the cell from the booking/intake/reception post.
 - i. A full-vision door must be used when cell design prohibits front or side view panels.
7. Have two-way audio communication (intercom) capability with the booking/intake/reception post and with a permanently staffed post (e.g., central control) when a staff person is not within normal conversational hearing distance.
8. Have two-way audio communication capability with the adjacent corridor that permits communication at normal conversational levels.
9. Have any resilient, impact absorbing interior cell surfaces approved by fire safety officials, if such surfaces are used.
10. *Include a food pass in the door to provide the capability to feed inmates or pass items to them without having to open the door.*
- I. *Has a minimum security, open waiting area that is designed for inmates posing minimal behavioral problems. One supervised area may be used for both sexes at the same time.*

If such an area is created, it must:

- 1. Be located to provide staff supervision but not interfere with booking/intake/reception functions.
- 2. Provide a minimum of 15 or 20 net square feet of space per inmate.
- 3. Provide seating for each inmate (see XI.H.).
- 4. Have a toilet, sink and provisions for drinking water in close proximity (see XI.E.).
- 5. *Be located in close proximity to telephones.*
- 6. *Have provisions for television viewing.*

- J. Have a shower, toilet and lavatory which is (see XI.E.):
1. Conveniently located within the booking/intake/reception area.
 2. *Is combined with the strip-search and clothing exchange areas (see IV.K.).*
- K. Has private strip-search and clothing exchange area(s).
1. Provide a shower, toilet and lavatory unless the area is combined with or is adjacent to IV.J (see XI.E.).
 2. *Provide seating (see XI.H.).*
 3. *Provide storage for jail issued clothing (see XI.G.).*
- L. Has storage areas for (see XI.G.):
1. The secure storage of personal clothing separate from jail issued clothing. Such storage shall have:
 - a. Air circulation to prevent mildew and odors.
 - b. Space for coats and other large items (backpacks, suitcases, boots, etc.).
 2. The secure storage of personal valuables (money, jewelry, etc.).
 3. Records convenient to intake.
 4. Jail property issued to inmates at reception (e.g., mattresses, bedding, hygiene articles, and clothing).
- M. Has non-jail areas and functions located so as to maintain the integrity of the security perimeter.
- N. *Includes the following:*
1. *Housing assignment display board within the booking/intake/reception area.*
 2. *Work station for arresting officers.*
 3. *Interview room(s) in area.*
 4. *Breathalyzer area.*
 5. *Photographic processing area.*

V. **INMATE CLASSIFICATION**

- A. The jail must be designed to provide a sufficient number of acoustically and visually distinct housing units to provide adequate classification and separation.
- B. The classification shall reflect, at a minimum, the separation of the following categories, listed by priority:
 - 1. Sex (male/female) by sight, touch and out of the range of normal conversation.
 - 2. Juveniles by sight, touch and out of range of normal conversation unless tried and convicted in an adult court. (See V.B.1)
 - 3. Behavior [i.e., security risk (maximum, medium, minimum)]; special problems (e.g., violent/dangerous, passive, physical/mental handicaps, administrative segregation) by a minimum of touch.
 - 4. The separation of the following categories should be addressed when design and classification permit:
 - a. Age and prior criminal behavior.
 - b. *Legal status (i.e., pre-arraignment, pre-trial, post-trial).*
 - c. *Felons from misdemeanants.*
- C. *If inmate workers are a designation, provide a separate housing area.*
- D. *If work release inmates are housed in the jail, provide housing separate by touch from the general inmate population.*
- E. *Provide a separate ingress/egress which minimized the possibility of contact between work releasees and other inmates.*
- F. *Housing areas should be designed and arranged to allow for some flexibility in the classification designation of each area to accommodate shifts in the make-up of the inmate population.*
 - 1. *Disciplinary detainees.*
 - 2. *Should consider "swing" units that can be assigned to different population types and needs, i.e., Administrative Segregation, Special Needs Segregation.*

VI. **HOUSING AREA**

- A. Individual housing units must have a capacity of no more than 48 inmates.
Individual housing units of a higher capacity may be considered if direct supervision management is utilized.

1. A security vestibule is required at the entrance to each maximum security unit.
 - a. *A security vestibule should be provided at the entrance to medium and minimum security units.*
 - b. *These security vestibules may be shared by multiple housing units if the design permits.*
2. There must be sufficient means of egress from each unit in order to permit the prompt evacuation of inmates and staff under emergency conditions. Such means must be in accordance with state and local codes (see XII.A., B., D.).
3. Fire safety equipment must be selected and located in accordance with state and/or local codes and approved by state and/or local fire officials (see IX.C.; XI.F.; XII.A.).
4. There must be lockable storage areas for cleaning supplies and equipment located in close proximity to housing units (see XII.J.).
 - a. These areas shall be used only for storage of nonflammable materials.
 - b. *A Janitor's Closet with a utility sink and a floor drain should be located in close proximity to housing areas.*
5. The staff post shall provide the most maximum view of the day space as possible. It is highly recommended that the staff have direct view of the entire day space, cells, beds, bathroom areas, etc. Mirrors and cameras can be utilized to enhance sight lines.
6. There must be lockable storage areas for any jail-issued items that are stored in close proximity to housing units (see XI.G.).
7. The HVAC system must (see IX.D.):
 - a. Be designed to prevent the transfer of sound between male and female inmates and between adult and juvenile inmates.
 - b. Be designed to maintain air quality to current code requirements (see IX.D.I., 8., 9.).
 - c. Be designed to maintain air temperatures between 68-85 degrees Fahrenheit (20-29.5 degrees Celsius).

- d. Include a mechanical ventilation system in areas not having natural ventilation.
 - e. Be designed to prevent the spread of airborne contagious disease.
 - f. Be designed to prevent the spread of smoke during a fire.
 - g. Provide proper ventilation of the shower areas.
8. Each housing unit must have a shower (see XI.E.).

The shower must:

- a. Be designed to prevent water from draining outside of the shower.
 - b. Have an entrance that is observable by staff.
 - c. Provide a minimum of one (1) shower head for every 12 inmates or to meet Local or State building code requirements, whichever is more restrictive.
 - d. Be located in the dayroom or be a part of the housing unit.
 - e. Have the water temperature regulated to prevent scalding.
 - f. *Have safety or break-away clothing/towel hooks (see XI. K.).*
 - g. Include a small drying area outside the shower.
 - h. Both the shower and the drying area shall have a view of inmates head and the feet.
- B. There must be a minimum of one (1) dayroom for each housing unit which:
- 1. Provides a minimum of 35 net square feet per inmate excluding shower/toilet area(s) and the circulation space in front of the cells. The circulation space shall be defined by the width of the cell doors.
 - 2. Has a minimum size of 105 net square feet excluding shower/toilet area(s) and the circulation space in front of the cells. The circulation space shall be defined by the width of the cell doors.
 - 3. Is designed to allow a variety of activities to take place (e.g., reading, TV viewing, table games), indoor exercises (sit-ups, push-ups, etc.) if no indoor recreation room is provided.
 - 4. Has sufficient seating and tables for the capacity of the housing unit (see

- XI.H.).
5. Has seating and tables appropriate for dining if separate dining facilities are not provided (see XI.H.).
 6. Includes television with seating conducive to viewing (see XI.H.).
 7. Has artificial lighting that (see XI.C.):
 - a. Provides 20 footcandles of light at table top height (30" AFF) and in established inmate reading areas.
 - b. Includes emergency and exit lighting in accordance with state and/or local codes and as approved by state and/or local building officials (see XII.A.).
 8. Provides natural light by the use of exterior windows and/or skylights unless natural light is provided in each individual cell (see X.G., H.).
 9. Has a toilet, sink (hot and cold water) and drinking fountain which (see XI.F.):
 - a. Are sufficiently separated from any dining areas.
 - b. Has the toilet screened by securely mounted privacy wall or screen (see X.E.).
 - c. Permits unimpeded access for inmates in the housing unit.
 - d. *Are located in a separate room.*
 10. Permits staff to readily observe dayroom from its entrance.

Such observation shall include:

 - a. Areas surrounding the actual entrance to assure safe entry.
 - b. The inmate activity, seating and sleeping areas.
 11. Has two-way audio communication (intercom) capability with the staff post supervising the area when a staff person is not stationed within normal conversational hearing distance. A similar two-way audio communication capability shall exist with a permanently staffed post (e.g., central control). The system must permit either party to initiate contact.
 12. Has two-way audio communication capability with the adjacent corridor that permits communication at normal conversational levels.

13. Has telephone provisions located to provide reasonable privacy for inmate personal telephone conversations. Video visitation should also be considered and also have provisions located to provide reasonable privacy for inmate personal conversations.
 14. *Has controlled telephone and/or video visitation access.*
 15. *Provides natural lighting by the use of exterior windows and/or skylights in dayroom if not provided in cells. (see X.G., H.).*
- C. Single occupancy cells are required for maximum and medium security classifications (see VI.E., Dormitories). These cells must have:
1. A minimum size of 70 net square feet.
 2. A minimum ceiling height of 8'-0".
 3. Fixtures and furnishings that are appropriate for the security level of inmate housed and include a:
 - a. Toilet (located to provide a reasonable degree of privacy while not compromising security/surveillance), sink with hot and cold water, and provisions for drinking water (see XI.E.).
[5120:1-8-04(F)]
 - b. Securely mounted bed frame (see XI.J.).
 - c. Securely mounted detention mirror.
 - d. *Securely mounted writing desk/seat (see XI.J.).*
 - e. *Securely mounted storage shelves (see XI. G.).*
 - f. *Safety clothing/towel hooks (see XI.K.).*
 4. Artificial lighting that includes (see XI.C.):
 - a. Fixtures that are appropriate for the security level housed.
 - b. Twenty (20) footcandles measured at a height of 30" AFF.
 - c. The capability to be reduced during sleeping hours.
 5. Natural lighting provided in accordance with I.A.3., unless natural light is provided in dayrooms (see X.G., H.):
 6. Doors and frames that (see XI.B., D.):

- a. Are sliding or swing outward.
 - b. Have all components of a compatible security level (see XI. B., D.)
 - c. Have frames securely anchored or fastened to wall construction.
 - d. Have a view panel in the door with glazing of an appropriate security level (See X.G., H.).
 - e. Have remotely controlled emergency release by central control per Life Safety Code (NFPA 101).
7. A two-way audio communication capability (intercom) with the staff post supervising the cell when a staff person is not stationed within normal conversational hearing distance and a similar capability with a permanently staffed post (e.g., central control). The system must permit either party to initiate contact.
8. Provisions for a handicapped inmate in at least one (1) male cell and one (1) female cell in accordance with the, Americans with Disabilities Act Accessibility Guidelines (see XII.A., M.).
9. *Segregation cell specifications for flexibility in the use of the cell (see VI.D.).*
- D. Single occupancy administrative segregation and disciplinary isolation cells are required.
- They must:
- 1. Be designed either as separate housing units, as cells within regular housing units or placed in supervisable locations in the facility.
 - 2. Comprise at least 5% of the total number of housing cells.
 - 3. Have a minimum size of 70 net square feet.
 - 4. Have a minimum ceiling height of 8'-0".
 - 5. Have fixtures and furnishings that are appropriate for the security level of the inmate housed and include:
 - a. Toilet (located to provide reasonable privacy), sink with hot and cold water and provisions for drinking water (see XII. E.).

- b. Securely mounted bed frame (see XI.J.).
 - c. Securely mounted detention mirror.
 - d. Securely mounted desk (see XI.H.).
 - e. Securely mounted seat (see XI.H.).
 - f. *Safety clothing/towel hooks (see XI.K.).*
6. Have artificial lighting that includes (see XI.C.):
- a. Fixtures that are appropriate for the security level housed.
 - b. Twenty (20) footcandles measured 30" AFF.
 - c. The capability of being reduced during sleeping hours.
7. Have natural lighting provided in cell and/or dayroom.
- a. Use damage and penetration resistant glazing.
8. Have doors and frames that (see XI.B., D.):
- a. Are sliding or swing outward.
 - b. Have all components of a compatible security level.
 - c. Have frames securely anchored or fastened to the wall construction.
 - d. Have a view panel in the door with glazing of an appropriate security level (see X.G., H.).
 - e. Have remotely controlled emergency release at central control per Life Safety Code (NFPA 101).
 - f. Have a closeable and lockable food pass.
9. Have two-way audio communication capability(intercom) with the staff post supervising the cell when a staff person is not stationed within normal hearing distance and a similar capability with a permanently staffed post (e.g., central control). The system must permit either party to initiate contact.
10. Be located to maintain the integrity of the classification system.

11. Be located in line of sight of a staff post and/or at a point frequently passed by staff.
 12. *Have a view panel in the cell front to afford a good view of the interior of the cell when staff are close to the cell door (see X.G., H.).*
- E. Dormitories *may only be used for screened, minimum security and low medium security inmates (e.g., sentenced misdemeanants, weekenders, work/program release, inmate workers)*. These housing areas must have:
1. A maximum capacity of 48 inmates.
 - a. *Larger units may be considered with a direct supervision management philosophy.*
 2. A minimum of 85 net square feet total living space per inmate (excluding the hygiene area) with:
 - a. A minimum of 35 net square feet per inmate for day space as part of the 85 net square feet of total living space.
 - b. Dedicated sleeping areas of 50 net square feet per inmate as part of the 85 net square feet of total living space.
 - c. *Private sleeping areas of 50 net square feet per inmate as part of the 85 net square feet of total living space.*
 - i. Locking mechanism must provide lock-down capability by staff.
 - ii. *Inmates may partially control access to the room if desired.*
 3. Fixtures and furnishings that include:
 - a. A bed for each inmate (see XI. J.).
 - b. Sufficient tables and seats for the capacity of the dorm, appropriate for dining if a separate dining area is not provided (see XI.H.).
 - c. A toilet for every twelve (12) inmates which is (see X.E.) or as required by Local and State building codes, which ever is more restrictive:
 - i. Separate from the dining area.

- ii. Screened by a privacy wall (see X.E.).
 - iii. *Located in a separate room but must permit unimpeded access for inmates in the dormitory.*
 - d. A minimum of one (1) shower and lavatory for every twelve (12) inmates (see IX.B.4.) or as required by Local and State building codes, which ever is more restrictive.
 - e. Television with seating conducive to viewing (see XI.H.).
 - f. Has telephone provisions located to provide reasonable privacy for inmate personal telephone conversations. Video visitation should also be considered.
 - g. *Additional showers and lavatories in work release and trusty areas to accommodate peak usage (see IX.B.4.).*
 - h. *Has controlled telephone and/or video visitation access.*
 - i. *Safety clothing/towel hooks (see XI.K.).*
4. Artificial lighting that includes (see XI.C.):
- a. Twenty (20) footcandles at 30" AFF in established inmate reading areas.
 - b. The capability to be reduced during sleeping hours.
 - c. *Commercial type fixtures could be considered depending on ceiling height.*
5. Natural light provided by window(s) in an exterior dormitory wall with (see X.G., H.):
- a. Damage and penetration resistant glazing.
 - b. The amount of clear glazed area as generous as desired without jeopardizing security and privacy as well as without creating view contact with the public or other inmates.
6. Two-way audio communication capability (intercom) with the staff post supervising the area when a staff person is not stationed within normal hearing distance and a similar capability with a permanently staffed post(e.g., central control). The system must permit either party to initiate contact.
7. Two-way audio communication capability with adjacent corridor that

prevents contraband passage, yet allows communication at a normal conversational level.

- F. *Multiple occupancy cells may be used for minimum and medium security classifications.* These cells must have:
1. A minimum of 100 net square feet of floor space with the least dimension being 7'-0" for one (1) stacked bunk and a maximum occupancy of two (2) inmates.
 2. A minimum of 110 net square feet of floor space with the least dimension being 9'-0" for two (2) single bunks and a maximum occupancy of two (2) inmates.
 3. A minimum of 145 net square feet of floor space with the least dimension being 9'-0" for one (1) stacked bunk and one (1) single bunk and a maximum occupancy of three (3) inmates.
 4. A minimum of 170 net square feet of floor space with the least dimension being 12'-0" for three (3) single bunks and a maximum occupancy of three (3) inmates.
 5. A minimum of 180 net square feet of floor space with the least dimension being 9'-0" for two (2) stacked bunks and a maximum occupancy of four (4) inmates.
 6. A minimum of 215 net square feet of floor space with the least dimension being 12'-0" for four (4) single bunks and a maximum occupancy of four (4) inmates.
- G. The facility shall have sufficient single occupancy cells in order to accommodate maximum security, segregation and separation needs.

VII. **PROGRAMMING AREAS**

- A. A visitation area must be included in the facility.
1. There must be non-contact visitation space. This can also include video visitation.
- This space must:
- a. Have the entry located to permit direct observation and control by staff (e.g., near central control or other permanent staff post).
 - b. Keep visitors outside of the security perimeter at all times while

keeping the inmate within the security perimeter.

- c. Be designed to prohibit the passage of contraband into the security perimeter.
 - d. Have individual visiting stations with spatial definition between the stations.
 - e. Have a sufficient number of visitation stations to accommodate minimum visitation needs [i.e., one (1) weekly visit per inmate of at least 30 minutes in length].
 - f. Have secure seating for the inmate (see XI.H.).
 - g. Have a large security glazed vision panel (minimum 24" x 24") between the inmate and the visitor which enables visual contact during conversation (see X.G.,H.).
 - h. Have a telephone communication system or other audio communication system that prevents contraband passage while permitting communication at a normal conversational level.
 - i. Be designed with acoustics to permit privacy and normal conversation (see XI.I.).
 - j. Enable visits to be visually observed by staff.
 - k. Include artificial lighting that measures a minimum of 20 footcandles at a height of 30" AFF (see XI.C.).
 - 1. Have walls separating the inmate side of visitation from the visitor side of visitation completely extended to a security ceiling or to the roof/floor structure above. Any openings in this wall above a non-security ceiling shall be sealed in a manner which preserves security and prevents penetration (see X.A., B., C.).
 - m. Include at least one (1) station that is handicapped accessible according to the requirements of the ADAAG and OBC (see XII.N.).
 - n. *Be adjacent to the public entrance to the facility.*
 - o. *Be provided with secured visitor seating (see XI.H.).*
2. *If a contact visitation area is provided, it must:*
- a. Have the entry located to permit direct observation and control by

- staff (e.g., near central control or other permanent staff post).
- b. Have seating for both visitor and inmate (see XI.H.).
 - c. Permit staff to visually observe the visit.
 - d. Have facilities for conducting inmate security searches located in close proximity to the area.
 - e. Have artificial lighting that measures a minimum of 20 footcandles at a height of 30" AFF (see XI.C.).
 - f. Have provisions for visitors and inmates to contact staff.
 - g. *Be located in close proximity to the entrance to the facility.*
 - h. *Have visitors enter the area from outside of the security perimeter.*
3. There must be a confidential/attorney visitation area which:
- a. Has the entry located to permit direct observation and control by staff.
 - b. Permits inmate and visitor to exchange papers and/or documents.
 - c. Has seating with a table or desk for writing provided for the visitor and inmate (see XI.H.).
 - d. Has artificial lighting that measures a minimum of 20 footcandles at 30" AFF (see XI.C.).
 - e. Enables visits to be visually observed but not heard by staff.
 - f. Has provisions for visitors and inmates to contact staff.
 - g. Is handicapped accessible according to the requirements of the ADAAG and OBC. (see XII.N.).
 - h. *Is adjacent to the public entrance to the facility.*
 - i. *Permits contact visitation.*
4. The staff post for visitation areas must be:
- a. Located to permit direct observation and control of the area.
 - b. Designed to facilitate efficient use of staff (e.g., near a permanent staff post).

- 3
- c. *Designed to allow controlled package passage to staff.*
5. There must be a public waiting area with:
- a. Adjacent toilet facilities.
 - b. Drinking fountain and pay telephones.
 - c. Adjacent secure storage for visitor coats, packages, etc.
 - d. Provisions for handicapped accessibility according to the requirements of the ADAAG and OBC (see XII.N.).
- B. There must be a medical area which prohibits access to the area by unauthorized persons but is convenient to inmate housing area(s). The medical area should be subdivided as necessary and must have:
- 1. Locked storage for:
 - a. Medical equipment.
 - b. Medical supplies.
 - c. Medications, including a refrigeration unit.
 - d. Medical records.
 - 2. Equipment as approved by the jail physician.
 - 3. Restroom facilities that are handicapped accessible in accordance with the ADAAG (see XI.E.; XII.M.).
 - 4. A private exam area.
 - 5. A nurse/physician work station.
 - 6. A telephone to contact medical providers, pharmacies, suppliers and outside agencies.
 - 7. Two-way audio communication capability (intercom) with central control which permits either party to initiate contact.
 - 8. Communication capability with other facility areas as necessary (e.g., staff housing posts).
 - 9. *A shower (see XI. E.; XII. M.)*

10. *A medical/psychological housing unit that:*
 - a. Is readily accessible to medical staff.
 - b. Conforms to the criteria for segregation cells (see VI. D.).
 - c. Has the HVAC system designed to inhibit the spread of contagious disease (see IX.D.).
 - d. Conforms to the criteria for housing units (see VI.).
11. *An inmate waiting area observable by staff (see XI .H.).*
12. *A dental area with facilities and equipment as approved by the Health Authority should be considered.*

C. There must be a food service area which provides:

1. Adequate space for meal set-up.
2. Floor drains as required by code and equipment needs.
3. Locked storage cabinet(s) for knives and other potentially dangerous utensils.
4. If facility has an in-house food service operation, it must additionally:
 - a. Prohibit access by unauthorized persons.
 - b. Provide adequate fresh, dry, refrigerated and frozen food storage areas.
 - c. Provide adequate space and equipment for meal preparation.
 - d. Provide secure storage for knives and other potentially dangerous utensils.
 - e. Have fire safety equipment (e.g., exhaust hood, fire suppression) as approved by local or state fire officials (see IX.C.; XI.F.).
 - f. Have a work station for food service manager.
 - g. Have record storage.
 - h. Have an exterior delivery/dock service entrance with a security vestibule or vehicle sallyport.

- l. Have restroom facilities.
 - j. Have washable finishes for walls and floors.
 - k. Have floor drains in required drainage areas.
 - l. Have an audio communication capability with central control.
 - m. Have a telephone to contact food suppliers and other outside agencies.
 - 1. *Have audio communication capability with other selected areas of the facility.*
- D. There must be a laundry area which provides:
- 1. Storage for clean and soiled linen.
 - 2. If the facility has an in-house laundry service, it must additionally:
 - a. Limit access by unauthorized persons.
 - b. Have equipment with the capacity for frequent use and for laundering blankets and other bedding, and resident clothing as specified by the Minimum Standards for Jails in Ohio.
 - c. Be well ventilated (see IX.D.).
 - d. Have floor drain(s).
 - e. Have secure storage for laundry supplies and equipment.
 - f. Be located near the service delivery area.
 - g. Have audio communication capability with central control.
 - h. Have view panels in doors and walls to enable staff to observe inmate workers working in the area (see X.G., H.).
 - i. Be designed to minimize noise levels (see XI.I.).
 - j. *Have audio communication capabilities with other selected areas of the facility.*
 - k. *Have a space for folding clothes.*
 - l. *Consider having separate areas for women and/or work*

release laundry functions.

- E. There must be recreation areas, permitting a minimum of five (5) hours of physical exercise by each inmate per week, which:
1. Provide outside recreation area(s) with sufficient space, including height (20 feet minimum), and equipment for activities (e.g., basketball, volleyball).
 2. Provide inside exercise/multi-purpose area(s) with sufficient space, including height (20 feet minimum), and equipment for activities (i.e., basketball, volleyball, etc.). If indoor recreation area is not provided, a recreation area within each unit for (e.g. sit-ups, push-ups, etc.) shall be provided.
 3. Include equipment storage areas.
 4. Have post(s) located to enable staff observation, supervision and control of the area(s) when in use.
 5. Have access controlled by staff via doors and locking devices (see XI.B., D.).
 6. Indoor recreation areas shall have restroom and drinking facilities in the area(s) or readily accessible from the area(s) (see XI.E.; XII.N.).
 7. Have view panels in the doors and walls to enable staff observation of the area(s) (see X.G., H.).
 8. Have audio communication capability with central control.
 9. *Have audio communication capability with other selected areas of the facility.*
- F. There must be a commissary area which:
1. Provides space for preparation/set-up of commissary orders.
 2. An in-house commissary must additionally:
 - a. Have storage space for supplies including refrigerated when required by the types of items to be stored.
 - b. Have storage space for records.
 - c. Have secure storage for inmate funds if inmate funds are permitted.

- d. Limit unauthorized access by locked door(s)(see XI.B.,D.)
- G. Other programming areas (e.g., classrooms, hearing rooms, counseling areas, barber's facilities, library, social services, and religious services) as required by the Minimum Standards and functional programming must:
1. Have artificial lighting measuring a minimum of 30 footcandles measured at 30" AFF(see XI.C.).
 2. Be located to facilitate access by authorized public while maintaining the integrity of the security perimeter.
 3. Be suitable to accommodate inmate numbers and programming requirements when multi-purpose areas are used.
 4. Provide storage areas.
 5. Be designed to control noise levels (see XI.I.).
 6. Have view panels in doors and walls to enable staff observation of area(s) (see X.G., H.I.)
 7. Have access controlled by staff through the use of doors and locking mechanisms (see XI.B., D.).
 8. Have audio communication capability with central control.
 9. Be handicapped accessible in accordance with the ADAAG (see XII.M.).
 10. *Have audio communication capability with other selected areas of the facility.*

VIII. JAIL ADMINISTRATION AREAS

The facility must have:

- A. Space for administrative offices which are accessible to the public but located to maintain the integrity of the security perimeter. This space shall include:
 1. Office space for the Jail Administrator.
 2. Offices for program staff (e.g., training officer, recreation officer, counselors) as necessitated by staffing requirements and/or the Minimum Standards.
 3. *Office space for the Jail Administrator located within the security*

perimeter.

4. *Office space for the Chief Jailer and/or the Shift Commander located within the security perimeter.*
 5. *Offices for program staff located within the security perimeter.*
- B. Secretarial support area(s).
- C. Record storage space.
- D. Shower and locker room for staff that is located outside of the security perimeter.
- E. Space for staff assembly and training.
1. *A staff/inmate multi-purpose area may serve these functions provided the security of the facility is not compromised.*
- F. An arsenal located outside of the security perimeter.
- G. Law enforcement functions and spaces located outside the security perimeter.
- H. Miscellaneous storage space.

IX. SYSTEMS

- A. The electrical system must:
1. Comply with the National Electric Code, the National Electrical and Safety Code, the National Fire Protection Association Code and all applicable local, state and federal requirements.
 2. Consist of equipment and materials which are new and Underwriter Laboratory labeled.
 3. Have an emergency electrical generating system capable of sustaining the facility's security, communication and emergency systems.
 - a. The generator must have automatic switch-over capability.
 4. Be protected by security doors and locks for all closets and rooms within the security perimeter which contain system equipment (i.e., panelboards, controllers, switchgear, etc.).
 5. Have master controls which are inaccessible to inmates.
 6. *Have master cutoff control for each cell and/or other security unit having such service.*

B. The plumbing system must:

1. Comply with the National Fire Protection Association code, the ANSI Welding Code, the Occupational Safety and Health Administration requirements and all applicable local, state and federal requirements.
2. Have master controls which are inaccessible to inmates.
3. Use a manifold system wherever pipes exceeding 10" in diameter cross under or through the security perimeter.
 - a. No pipe in the system shall exceed 10" in diameter.
4. Have the hot water supply for inmate lavatory/sink and shower facilities regulated to prevent scalding.
5. *Have master water cutoff control for each cell and/or other security unit having such service.*

C. The fire protection system must:

1. Comply with the National Fire Protection Association code and all applicable local, state and federal requirements.
2. Consist of materials and components which are Underwriters' Laboratory listed/Factory Mutual approved as required.
3. Have sprinkler heads, heat and smoke detectors designed, mounted and secured in a manner appropriate for the level of security in the area in which they are located and in a manner to deter inmate tampering.
4. Have extinguishers and remote system components (i.e., manual stations, horns, sensors, panels, monitors, etc.) designed, mounted and secured in a manner appropriate for the level of security in the area in which they are located and in a manner to deter inmate tampering.

D. The HVAC system must:

1. Comply with all applicable local, state and federal codes and regulations as well as National Fire Protection Association and Occupation Safety and Health Administration requirements.
2. Have master controls which are inaccessible to the inmates.
3. Be designed to prevent the transfer of sound between classification areas.
4. Be designed to control the spread of smoke during a fire.

5. Be designed to maintain temperatures in inmate quarters between 68 degrees Fahrenheit and 85 degrees Fahrenheit (20 degrees Celsius to 29.5 degrees Celsius) during daytime hours and not below 60 degrees Fahrenheit (15.5 degrees Celsius) at night.
6. Have security steel bar grilles or security mesh installed inside air ducts whenever the ducts penetrate a security barrier in such a manner that no clear opening exceeds 80 square inches.
7. Grilles, louvers, vents and screens designed/fabricated in such a manner as to prevent the passage of contraband, inhibit their use during an attempt at suicide and be securely anchored/mounted with tamper-resistant fasteners.
8. Be designed to prevent the spread of airborne contagious diseases.
9. Be designed to maintain air quality within current engineering criteria as defined by all applicable local, state and federal codes and requirements.

X. BUILDING ELEMENTS

- A. Pertain to those areas within the security perimeter to which inmates would have direct access and from which access to the exterior may be gained. Traditional building materials may be used where facility security and safety will not be jeopardized.
- B. Ceilings
 1. Concrete
 2. Reinforced metal lathe.
 - a. Securely anchored to walls.
 - b. Finished with cement plaster.
 - c. Permissible for use in minimum security and other selected areas where appropriate (minimum security, high supervision, direct supervision, etc.).
 3. Metal
 - a. Sound absorbing security aluminum /steel panel or plank, heavy duty steel or aluminum suspension system and tamper resistant concealed and exposed fasteners.
 4. Acoustic tile.

- a. Non-removable or secured with impact clips in program or other selected areas where appropriate (minimum security, high supervision, direct supervision, etc.).
5. Height
 - a. Minimum of 8'-0" for hardened ceilings, 10'-0" minimum for acoustical.
- C. Floors
1. Concrete (sealed, painted or integral color).
 2. Terrazzo
 3. Resilient tile.
 4. Carpeted with fire resistant materials in program or other areas where appropriate.
 5. Padded/rubberized (see X.E.).
- D. Security walls
1. Concrete block.
 - a. 8" thick.
 - b. ½" round steel bars reinforcing at 8" on center vertically and horizontally 1st floor only - minimum 8" vertically and ladder-type reinforcing 16" c/c vertically horizontally above 1st floor.
 - c. Overlap reinforcing bars a minimum of 18".
 - d. End bars to be adequately anchored at adjoining walls, floors and ceilings.
 - e. Each block cell to be filled solid with 3000 psi grout.
 - f. Extend and anchor to secure ceiling or roof structure.
 2. Reinforced cast-in place concrete.
 - a. Extend and anchor to secure ceiling or roof structure.
 - b. **Permitted only with the prior review and approval of the**

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Bureau of Adult Detention.

3. Reinforced precast concrete.
 - a. Extend and anchor to secure ceiling or roof structure.
 - b. **Permitted only with the prior review and approval of the Bureau of Adult Detention.**

4. Steel
 - a. Extend and anchor to secure ceiling or roof structure.
 - b. **Permitted only with the prior review and approval of the Bureau of Adult Detention.**

- E. Padded/rubberized materials.
 1. Waterproof, repairable, durable.
 2. Sufficiently resilient to minimize the possibility of injury.
 3. Meets applicable fire safety requirements.
 4. Approved by appropriate fire safety officials.

- F. Privacy wall.
 1. Securely mounted to wall and floor.
 2. Height sufficient to permit staff observation while providing minimal inmate privacy (40"-48").
 3. Top, edges and corners radiused or beveled to minimize possibility of injury.
 4. Materials selected to be compatible with the security level of the area.
 5. *Higher partitions in minimum security and other appropriate areas.*

- G. Glazing
 1. Damage and penetration resistant.
 2. Glass clad polycarbonate.

- a. Polycarbonate laminated between two layers of tempered glass.
 - b. Required for security perimeter and high security internal locations.
3. Polycarbonate
 - a. Single sheet or laminated.
 - b. Use only in closely observed areas where inmate use is intermittent and controlled and where vandalism is of low potential.
 4. Glass laminate.
 - a. Use only in selective applications where escape risk is low, vandalism potential is low and staff observation and control is high.
 5. *Mar resistant.*

H. Windows

1. Exterior windows of sufficient quantity and size to permit the admittance of natural light.
 - a. At least one dimension of the unreinforced opening shall not exceed 5" unless the appropriate level of attack resistant glazing is used.
2. Exterior window sills to be a minimum of 6'-0" above finish grade if the facility perimeter is accessible to persons outside the facility.
3. Detention framing (12 gauge) and screens, when used, to be secured with tamper resistant fasteners.
4. Framing securely anchored to adjacent walls.
5. Stops to be secured with tamper resistant fasteners.
6. Removable window and view panel stops should not be on inmate side.
7. View panels in door and cells to be of sufficient size to permit staff observation of the entire area.
 - a. View panels located in corridor doors and doors into programming areas where appropriate.

- b. In cells, maximum security holding areas and other high security/risk area, panels to be a minimum of 180 square inches.
- c. Panels designed and located in a manner which does not compromise the strength of the door.

I. Finishes

- 1. Non-flammable (i.e., in accordance with applicable fire safety codes).
- 2. Non-toxic.
- 3. Washable
- 4. Durable
- 5. Predominantly light-colored.
- 6. Chosen to control noise levels.

XI. HARDWARE AND ACCESSORIES

A. CCTV

- 1. Securely mounted.
- 2. Permitted primarily to monitor perimeter, points of egress, hallways stairwells, sallyports and common areas (e.g., booking areas).
- 3. Located in a manner which preserves the dignity of the inmates by not permitting the monitoring of shower/toilet areas and clothes changing areas.
- 4. Located to enable the maximum utilization of each camera.
- 5. Monitors located so as to prevent viewing by unauthorized persons.

B. Doors/hinges

- 1. All components (lock, frame, hinges, handles, fasteners, closers, door) to be constructed of materials which are compatible with one another and designed to inhibit their use during an act of suicide.
- 2. In security areas, must be constructed of materials that are adequate to serve the function for which the door is intended and to maintain the level of security in the area where they are located.

- a. Secure doors to be minimum 14-gauge steel with 12-gauge concrete-filled steel frames.
 3. Doors in inmate occupied areas to sliding or swing outward.
 4. Designed to prevent the operation of one door from interfering with that of another.
 5. Fire doors to conform to applicable fire code specifications.
- C. Lighting
1. Fixtures must provide the levels of lighting required by the Minimum Standard for Jails in Ohio.
 2. Fixtures to be selected for resistance to vandalism, for durability and for conformance to the level of security of the area in which they are used.
 3. Lighting levels to be:
 - a. A minimum of 15-20 footcandles in all areas in order to provide for effective security.
 - b. A minimum of 20 footcandles in areas used for reading (e.g., over desks and tables, attorney visitation areas, work stations).
- D. Locking devices.
1. Adequate to withstand tampering and forceful entry/exit.
 2. Securely mounted to both door and frame.
 3. All electronic locking devices to have manual (key) override.
 4. Keying system to augment the security perimeter.
 - a. Designed to minimize the possibility of keys carried in one security zone being used to penetrate other security zones.
 - b. System to be as simple as possible, subject to security requirements, in order to minimize confusion during emergencies.
- E. Plumbing fixtures.
1. Securely mounted and constructed of materials which are sufficiently durable to meet the requirements of the level of security in the area in which they are being use.
 2. Stainless steel in maximum security areas for ease of maintenance and

resistance to vandalism/destruction.

- F. Safety equipment (e.g., intercoms, fire extinguishers, smoke detectors, sprinkler heads, breathing apparatus, first aid kits).
 - 1. Approved by the appropriate organization (e.g., Underwriter Laboratory, Factory Mutual, local and/or state code).
 - 2. Located to provide for maximum utilization.
 - 3. Designed, mounted and secured to inhibit inmate tampering.
- G. Storage shelves.
 - 1. Securely anchored with tamper resistant fasteners or mounting systems.
 - 2. Materials selected for their durability and resistance to vandalism or destruction.
- H. Tables/seats
 - 1. Constructed of materials that, are sufficiently durable to meet the requirements of the level of security for the area in which they are to be used.
 - 2. Securely anchored with tamper resistant fasteners and anchoring systems.
 - 3. *Seating height of 18".*
- I. Acoustics
 - 1. Materials, hardware and accessories selected to promote the maintenance of acceptable noise levels throughout the facility.
 - 2. Noise levels in inmate housing units shall not exceed 65 dBA.
 - a. Noise levels shall not exceed 45 dBA during sleeping hours.
- J. Beds/bunks
 - 1. Designed to accommodate standard mattress dimensions.
 - 2. *Capable of accommodating larger mattresses (e.g., 36"x80").*
 - 3. *Height of 18" above finish floor.*
 - 4. Securely anchored with tamper resistant fasteners and anchoring system.

K. Clothing/towel hooks

1. Designed, constructed and mounted in such a manner as to inhibit removal.
2. Designed, constructed and mounted in such a manner as to inhibit use for attempted suicide.

XII. GENERAL

- A. Plans must conform to and be approved by all building, health and fire safety codes.
 1. Department of Rehabilitation and Corrections criteria which exceed code requirements shall take precedence.
- B. There must be sufficient secure inmate retention areas outside of points of emergency egress, or a scheme of internal zoning, to provide temporary protection during emergencies, including a final evacuation route.
- C. Access for emergency equipment (e.g., fire hose, stretcher) provided at appropriate entrances.
- D. There must be sufficient means of egress, as required and approved by governing codes, to permit the prompt evacuation of inmates and staff from all areas of the facility during emergency conditions.
- E. Access to security elevators must be controlled by staff.
- F. The facility traffic circulation pattern must facilitate the separation of appropriate inmate classifications.
- G. Primary inmate circulation corridors shall be a minimum width of 5'-0" (8'-0" wide is recommended, if possible).
- H. The arsenal must be located outside of the security perimeter.
- I. Evidence storage must be located outside of the security perimeter.
- J. Storage areas for housekeeping and maintenance equipment and supplies must be of sufficient size and number as to be readily accessible to appropriate areas.
 1. Such areas shall be secure and free from potential safety hazards.
- K. Vehicle parking must be located to deter unauthorized persons from entering the security perimeter. If possible, staff parking should be located to prevent direct sight lines from areas where inmates have access.
- L. Loose furnishing (e.g., mattresses, tables, chairs, desks, file cabinets, etc.) must

be selected for durability, fire safety performance and the security requirements for the areas where they are used.

- M. Finishes in cells, confinement and holding areas must be non-flammable, non-toxic, washable and predominantly light in color.
- N. Access for the handicapped must be provided throughout the entire facility in accordance with the Americans with Disabilities Act Accessibility Guidelines.
- O. *Cells to have emergency multiple-release capability.*
- P. *When a facility is in close proximity to other criminal justice facilities (e.g., courts) a secure access route to those facilities that is separate from that used by the public, jurors, witnesses, etc. should be considered.*
- Q. *When a facility is remotely located from courts, a type of in-house arraignment facility should be considered in order to minimize the transportation of inmates.*