

Resolution

Number 19-1181

Adopted Date September 12, 2019

ACCEPT RESIGNATION OF MICHELLE FULLERTON, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES DEPARTMENT, HUMAN SERVICES DIVISION, EFFECTIVE SEPTEMBER 20, 2019

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

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

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

Resolution adopted this 12th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
M. Fullerton's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 19-1182

Adopted Date September 12, 2019

ACCEPT RESIGNATION OF TRACY BENTLEY, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES DEPARTMENT, HUMAN SERVICES DIVISION, EFFECTIVE OCTOBER 18, 2019


BE IT RESOLVED, to accept the resignation of Tracy Bentley, Eligibility Referral Specialist II, within the Warren County Job and Family Services Department, Human Services Division, effective October 18, 2019.

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

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

Resolution adopted this 12th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 19-1183

Adopted Date September 12, 2019

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

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

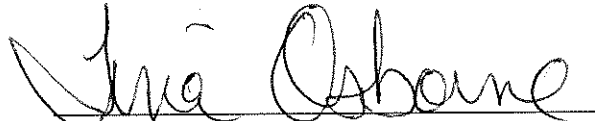
NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Eligibility Referral Specialist II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning September 13, 2019.

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

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

Resolution adopted this 12th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Human Services (file)
OMB-Sue Spencer

Resolution

Number 19-1184

Adopted Date September 12, 2019

AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE CHANGE ORDER NO 1 TO THE GUARANTEED MAXIMUM PRICE AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK SERVICES CONTRACT WITH GRANGER CONSTRUCTION COMPANY FOR THE NEW JAIL AND SHERIFF'S ADMINISTRATION OFFICE PROJECT ("PROJECT")

WHEREAS, pursuant to Resolution #18-0856, this Board of County Commissioners (the "Board") entered into an agreement with Granger Construction Co., Inc. (the "CMR") for preconstruction services for the Project, with the understanding that a guaranteed maximum price ("GMP") for construction of the Project was anticipated to be added to the agreement by amendment; and

WHEREAS, pursuant to Resolution #19-1094, adopted August 20, 2019, this Board authorized the County Administrator to execute the documents relative to the final Guaranteed Maximum Price; and

WHEREAS, it was discovered by Granger Construction Co. and confirmed by the County Administrator after review that the amount indicated on the GMP document overstated the credit/deductions for the prior executed CMR Amendments by seventy (\$70) dollars; and

WHEREAS, in order to correct said amendment it is necessary to execute a change order reflecting the actual amount of the prior work authorized prior to the execution of the final Guaranteed Maximum Price; and

WHEREAS, said correction does not result in an increase to the Guaranteed Maximum Price; and

NOW THEREFORE BE IT RESOLVED, to execute Change Order No 1 to the CMR amendment that authorized they Guaranteed Maximum Price by decreasing the amount of the previously executed CMR amendments by seventy (\$70 dollars); said amendment is attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: C/A— Granger Construction Co., Inc
Project file
Facilities Management (file)

Sheriff (file)
Martin Russell/Tiffany Zindel

**CMR Change Order Form
CHANGE ORDER NO. 1**

Project Name: New Jail and Sheriff's Administration Office Project (the "Project")

Change Order Number: 1 This Change Order is effective as of the date of execution by the Owner.

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

Construction Manager at Risk (CMR):
Granger Construction Company
175 S. Third Street, Ste 200
Columbus, Ohio 43215

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

Correction to Balance of Guaranteed Maximum Price

The GMP Totals in "Attachment 1 – GMP Estimate" in the modified A133-2009 Exhibit A Guaranteed Maximum Price Amendment are modified as follows:

GMP Total*	\$ 49,341,225.00
Less Previously Executed CMR Amendments	\$ 2,295,625.00
CMR Amendment #9 Balance of Guaranteed Maximum Price	\$ 47,045,600.00

*The GMP is not changed by this Change Order.

The compensation, GMP adjustment, and time extension provided by this Change Order constitutes full and complete satisfaction for all direct and indirect costs, cumulative impact, if any, and interest related thereto, which has been or may be incurred in connection with alleged changes to the Work or alleged schedule impacts for all portions and phases of the Project through the date of the change order.

By executing this Change Order, Owner and Construction Manager at Risk agree to modify the Agreement's Scope of Work, GMP, and/or Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document.

CONSTRUCTION MANAGER AT RISK:

By: [Signature]
Printed _____
Name: JASON WACHTEL
Title: DIRECTOR
Date: 9/10/19

ARCHITECT:

By: _____
Printed _____
Name: _____
Title: _____
Date: _____

OWNER:

By: [Signature]
Printed _____
Name: Tiffany Zindel
Title: County Admin
Date: 9-12-19

**ATTACHMENT 1 - GMP ESTIMATE
WARREN COUNTY
SHERIFF'S OFFICE & JAIL
8/20/19**



GMP TOTALS		
	ORIGINAL EST.	CURRENT AMOUNT
GMP TOTAL	\$ 49,341,225	\$ 49,341,225
LESS PREVIOUSLY EXECUTED CMR AMENDMENTS	\$ 2,295,695	2,295,625
CMR AMENDMENT #9 BALANCE OF GUARANTEED MAXIMUM PRICE	\$ 47,045,530	47,045,600

OWNER SOFT COSTS (NOT IN GMP)			
SCOPE DESCRIPTION	RESPONSIBLE PARTY	AMOUNT	DIV. TOTAL
OWNER SOFT COSTS			\$ 7,087,166
CM PRECON FEE	GRANGER	\$ 192,230	
DESIGN FEES (7.5%)	WACHTEL MCANALLY	\$ 3,700,592	
CONSTRUCTION CONTINGENCY (4%)	GRANGER/MEGEN	\$ 1,791,272	
PLAN REVIEW FEES	WARREN COUNTY	\$ 75,000	
FF&E (3%) Reduced for G-22	WARREN COUNTY	\$ 1,118,072	
PUBLIC UTILITY TRENCHING JUSTICE DRIVE	WARREN COUNTY	\$ 210,000	

PROJECT TOTALS			TOTAL
PROJECT TOTAL	\$ 56,428,391	\$ 56,428,391	

**ATTACHMENT 1 - GMP ESTIMATE
WARREN COUNTY
SHERIFF'S OFFICE & JAIL
8/20/19**



CM STAFFING & GENERAL CONDITIONS

DIV.	SCOPE DESCRIPTION	CONTRACTOR	ORIGINAL EST.	CURRENT AMOUNT
01	CONSTRUCTION STAGE COMPENSATION			\$ 989,883
	CONSTRUCTION STAFFING	GRANGER/MEGEN	\$ 989,883	
01	GENERAL CONDITIONS			\$ 654,235
	CM GENERAL CONDITIONS	GRANGER/MEGEN	\$ 654,235	
	MATERIALS TESTING ALLOWANCE	GRANGER/MEGEN	see below 01-01	

CONSTRUCTION COSTS

DIV.	SCOPE DESCRIPTION	CONTRACTOR	ORIGINAL EST.	CURRENT AMOUNT
CONSTRUCTION COSTS				\$ 44,781,798
00	ALT. G-2 EGRESS ALLOWANCE	GRANGER/MEGEN	\$ 20,000	
01	01-01 CONSTRUCTION TESTING	TBD	\$ 125,000	
03	03-01 CONCRETE	Metcon	\$ 2,410,500	
	03-02 PRECAST CONCRETE	Mid South	\$ 921,200	
04	04-01 MASONRY	Combs Weisbrod	\$ 7,621,250	
05	05-01 STRUCTURAL & MISC. STEEL	Mound	\$ 3,308,100	
06	06-01 GENERAL TRADES	Graybach	\$ 2,119,170	
07	07-01 WATERPROOFING & JOINT SEALANTS	RAM	\$ 777,300	
	07-02 ROOFING	Kelley Bros	\$ 1,626,760	
08	08-01 ALUMINUM OPENINGS	Geiger Const	\$ 508,855	
	08-02 OVERHEAD DOORS	Rolling Sliding	\$ 90,740	
09	09-01 DRYWALL, STUDS, & ACOUSTICAL	Performance Contracting	\$ 1,408,100	
	09-02 FLOORING	Spectra	\$ 231,360	
	09-03 RESINOUS COATINGS	Epoxy Systems Intl.	\$ 518,575	
	09-04 PAINTING & SEALED CONCRETE	Bolin	\$ 873,400	
11	11-01 DETENTION EQUIPMENT CONTRACTOR	Pauly Jail Building Comp.	\$ 5,896,205	
	11-02 FOOD SERVICE EQUIPMENT	Breckenridge	\$ 445,777	
21	21-01 FIRE PROTECTION	SS Midwest	\$ 774,780	
22	22-01 PLUMBING	Queen City Mech	\$ 2,812,400	
23	23-01 MECHANICAL	Triton	\$ 4,072,721	
26	26-01 ELECTRICAL	Lake Erie	\$ 4,153,327	
31	31-01 ROAD RELOCATION	Miller Brothers	\$ 1,444,006	
	31-02 AGGREGATE PIERS	Peterson Contractors	\$ 251,425	
	31-03 SITEWORK & UTILITIES	Miller Bros	\$ 1,934,997	
32	32-01 ASPHALT PAVING	Barrett	\$ 280,000	
	32-02 LANDSCAPING	MAW	\$ 155,850	

CONSTRUCTION SOFT COSTS

DIV.	SCOPE DESCRIPTION	CONTRACTOR	ORIGINAL EST.	CURRENT AMOUNT
CONSTRUCTION SOFT COSTS				\$ 2,915,310
	CM CONTINGENCY (2%)	GRANGER/MEGEN	\$ 895,636	
	CONSTRUCTION CONTINGENCY (4%)	GRANGER/MEGEN	EXCLUDED	
	CM FEE (2.5%)	GRANGER/MEGEN	\$ 1,119,545	
	INSURANCES (.3%)	GRANGER/MEGEN	\$ 150,770	
	BONDS (.6%)	GRANGER/MEGEN	\$ 301,541	
	SUB BOND RISK CONTINGENCY (1%)	GRANGER/MEGEN	\$ 447,818	

Resolution

Number 19-1185

Adopted Date September 12, 2019

ADVERTISE FOR BIDS FOR THE RE-BID FY19 WAYNE MEADOWS STORM SEWER INFRASTRUCTURE CDBG PROJECT

BE IT RESOLVED, to advertise for bids for the Re-Bid FY19 Wayne Meadows Storm Sewer Infrastructure CDBG Project for the Grants Administration Office; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of September 15, 2019; bid opening to be October 1, 2019 @ 9:15 a.m.

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

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

Resolution adopted this 12th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: OGA (file)
OMB Bid file

Resolution

Number 19-1186

Adopted Date September 12, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO ENTER INTO CONTRACT WITH JONES-WARNER CONSULTANTS, INC. FOR ENGINEERING SERVICES RELATIVE TO THE FY 2019 MORROW GIS COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT


BE IT RESOLVED, to approve and authorize the President of this Board to enter into contract with Jones-Warner Consultants, Inc., 8401 Claude-Thomas Road, Suite 51, Franklin, OH 45005, for engineering services for the FY 2019 Wayne Meadows CDBG Project, for a total contract price not to exceed \$28,000.00, as attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: C/A—Jones Warner Consultants, Inc.
OGA (file)
Jones Warner Consultants, Inc.
Village of Morrow (file)

**CONSULTING CONTRACT
FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS IS AN AGREEMENT made and entered into on the date stated below between the **WARREN COUNTY BOARD OF COMMISSIONERS**, 406 Justice Drive, Lebanon, Ohio 45036, hereinafter referred to as the "COUNTY," and **JONES-WARNER CONSULTANTS, INC, 8401 Claude Thomas Road, Ste 51, Franklin, OH 45005**, doing business as a Corporation organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the "CONSULTANT."

COUNTY intends to make improvements, which includes the FY19 Morrow GIS CDBG Project, hereinafter referred to as the PROJECT, through the FY19 Community Development Block Grant (CDBG) Entitlement Program; and,

COUNTY and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by CONSULTANT and the payment for those services by COUNTY as set forth below.

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1 Design Phase

Upon execution of this Agreement, CONSULTANT shall:

- 1.1.1 Prepare and submit to the COUNTY final design drawings and detailed specifications for the PROJECT.
- 1.1.2 CONSULTANT shall also prepare an estimate of quantities and costs for the PROJECT.
- 1.1.3 CONSULTANT shall provide ten (10) sets of the plans and specifications to the COUNTY for use during the bidding phase.

1.2 Construction Phase

Upon completion of the Design Phase, CONSULTANT shall:

- 1.2.1 CONSULTANT shall review bids submitted to COUNTY and make a recommendation of award for the construction contract.
- 1.2.2 CONSULTANT shall attend a pre-construction conference with the contractor.
- 1.2.3 CONSULTANT shall make periodic visits during construction and a final inspection to ensure compliance with the plans and specifications.
- 1.2.4 CONSULTANT shall review and approve all payments requests.

SECTION 2 - PERIOD OF SERVICE

CONSULTANT shall submit Schematic Design, Plans and Specifications to the COUNTY no later than sixty (60) days from the date of this Agreement, unless otherwise agreed upon by both parties.

SECTION 3 - PAYMENTS TO CONSULTANT

3.1 Methods of Payment for Services and Expenses of CONSULTANT

For Basic Services. COUNTY shall pay CONSULTANT for Basic Services set forth in Section 1 for the PROJECT as follows:

Engineering – Field locating and Surveying \$28,000.00

3.2 Times of Payments

CONSULTANT shall submit an invoice to COUNTY after completion of each phase.

3.3 Other Provisions Concerning Payments.

If COUNTY fails to make any payment due CONSULTANT for services and expenses within sixty (60) days after receipt of CONSULTANT'S statement therefor, the amounts due CONSULTANT may include a charge at the rate of 1% per month from said 60th day, and in addition, CONSULTANT may, after giving seven days written notice to COUNTY, suspend services under this Agreement until he has been paid in full all amounts due for services and expenses.

SECTION 4 – FEDERAL REGULATIONS

4.1 EQUAL EMPLOYMENT OPPORTUNITY, E.O. 11246

4.1.1 During the performance of this Contract, the CONSULTANT agrees as follows:

4.1.1.2 The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

- 4.1.1.3 The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4.1.1.4 The CONSULTANT will send to each Labor Union or representative of workers with which he has a collective bargaining agreement or other understanding, a notice to be provided by the agency contracting officer, advising the Labor Union or Worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4.1.1.5 The CONSULTANT will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor.
- 4.1.1.6 The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 4.1.1.7 In the event of the CONSULTANT'S non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanction may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- 4.1.1.8 The CONSULTANT will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontractor or purchase order as the Contracting Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency, the CONSULTANT may request the United States to enter into such litigation to protect the interest of the United States.

4.2 SEGREGATED FACILITIES

The CONSULTANT will not maintain any facility which is provided for their employees in a segregated manner or permit their employees to perform their services at any location under their control where segregated facilities are maintained except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

4.3 CONFLICT OF INTEREST

The CONSULTANT will abide by the provision that no member, officer or employee of the COUNTY, or its designees or agents, no member of the governing body of the locality or localities, who exercises any functions or responsibilities with respect to the program during the tenure or for one year thereafter, shall have any direct or indirect interest in any contractor, subcontractor or the proceeds thereof, financed in whole or in part with Title I grants.

4.4 COPELAND "ANTI-KICK BACK ACT" (18 U.S.C. 874)

The CONSULTANT agrees to comply with the Copeland "Anti-Kick Back Act" (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). The CONSULTANT shall not induce, by any means, any person employed in the construction, completion or in repair of public work, to give up any part of the compensation to which he is otherwise entitled.

4.5 INTEREST OF CERTAIN FEDERAL OFFICIALS

The CONSULTANT agrees that no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of Title I assistance provided under the Grant Agreement or to any benefit to arise from the same.

4.6 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The CONSULTANT certifies that remuneration under this Contract shall not be requested for the payment of any bonus or commission for the purpose of obtaining HUD approval of applications for additional assistance or any other approval or concurrence of HUD required under the Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulation with respect thereto; provided, however, that reasonable fees or bona fide technical, CONSULTANT, managerial or other such services other than actual solicitation are now hereby prohibited as remuneration for the professional and technical services described in this Contract are eligible as program costs.

4.7 SECTION 3 CLAUSE FOR THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

4.7.1 During the performance of this Contract, the CONSULTANT agrees as follows:

4.7.1.1 The work to be performed under this Contract is on a PROJECT assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 required that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the PROJECT area and contracts of work in connection with the PROJECT be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the PROJECT.

4.7.1.2 The parties of this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

4.7.1.3 The CONSULTANT will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4.7.1.4 The CONSULTANT will include this Section 3 in every subcontract for work in connection with the PROJECT and will, at the direction of the applicant or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulation issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where is has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirement of these regulations.

4.7.1.5 Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract shall be a condition of the Federal financial assistance provided to the PROJECT, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement on contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135."

4.8 CIVIL RIGHTS ACT OF 1964

Under the Title I of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

4.9 "SECTION 109" OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

4.10 "SECTION 503" HANDICAPPED AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

4.10.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

4.10.2 The CONSULTANT agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

4.10.3 In the event of the CONSULTANT'S on-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the act.

- 4.10.4 The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the CONSULTANT'S obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- 4.10.5 The CONSULTANT will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONSULTANT is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- 4.10.6 The CONSULTANT will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

4.11 ACCESS TO BOOKS

All negotiated contracts awarded by grantees shall include a provision to the effect that the grantee, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, paper, and records of the CONSULTANT which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.

SECTION 5 - GENERAL CONSIDERATIONS

5.1 Termination for Cause

If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this contract, the COUNTY shall thereupon have the right to terminate this contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the CONSULTANT under this contract shall, at the option of the COUNTY, become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY, by virtue of any breach of the contract by the CONSULTANT, and the COUNTY may withhold any payments to the

CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the COUNTY from the CONSULTANT is determined.

5.2 Termination for Convenience

Either party may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials shall, at the option of the COUNTY become its property. If the Agreement is terminated by the COUNTY as provided herein, the CONSULTANT will be paid an amount based on the percent of contract completed by the CONSULTANT prior to the effective date of such termination.

5.3 Reuse of Documents

All documents including reports and maps prepared by CONSULTANT 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 or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at COUNTY risk and without liability or legal exposure to CONSULTANT. Any verification or adaptation requested by COUNTY to be performed by CONSULTANT will entitle CONSULTANT to further compensation at rates to be agreed upon by COUNTY and CONSULTANT.

5.4 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.

5.5 Successors and Assigns

5.5.1 COUNTY and CONSULTANT each binds 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.

5.5.2 Neither COUNTY nor CONSULTANT 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 5.6 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 CONSULTANT from employing such independent consultants, associates and subcontractors, as he may deem appropriate to assist him in the performance of services hereunder.

5.5.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than COUNTY and CONSULTANT.

5.6 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.

5.7 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.

5.8 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.

5.9 Relationship of Parties

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

5.10 Parties

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

5.11 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.

5.12 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. County Administrator
406 Justice Drive
Lebanon, Ohio 45036
513-695-1250

Jones-Warner Consultants, Inc.
8401 Clause Thomas Road, Ste 51
Franklin, OH 45005
937-704-9868

5.13 Insurance

CONSULTANT shall carry comprehensive general or professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. CONSULTANT 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, CONSULTANT 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. CONSULTANT shall provide COUNTY with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to COUNTY. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

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

SECTION 6 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES.

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

Exhibit 1 – Proposal Letter dated June 4, 2019.

SECTION 7 – ENTIRE AGREEMENT

This Agreement (consisting of pages 1 to 11, inclusive), together with the Exhibit identified above constitute the entire agreement between COUNTY and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Exhibit may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

SECTION 8 – INDEMNIFICATION:

CONSULTANT will defend, indemnify, protect, and save COUNTY from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by CONSULTANT, its agents, employees, licensees, contractors, or subcontractors; (b) the failure of CONSULTANT, its agents, 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 CONSULTANT, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

SECTION 9 – EXECUTION:

CONSULTANT:

IN WITNESS WHEREOF, the **JONES-WARNER CONSULTANTS, INC**, has caused this Agreement to be executed on the date stated below by T. Shawn Campbell its

(Representative's Name)

President, pursuant to a corporate resolution authorizing the same.

(Official Capacity)

JONES-WARNER CONSULTANTS, INC.

WITNESS:

Vicki Perry
Signature of Witness

Vicki Perry
Printed Name of Witness

BY: T. Shawn Campbell

PRINTED NAME: T. Shawn Campbell

TITLE: President

DATE: 9-11-19

COUNTY:

IN WITNESS WHEREOF, the **WARREN COUNTY BOARD OF COMMISSIONERS** have caused this Agreement to be executed on the date stated below by Shannen Jones

its President, pursuant to Resolution No. 19-1186 dated

9.2.19.

**WARREN COUNTY
BOARD OF COMMISSIONERS**

BY: Shannen Jones

Approved as to Form:

BY: Keith Anderson
Keith Anderson, Asst. Prosecutor
Adam Nice

Corporate Headquarters

8401 Claude Thomas Rd, Ste 51
Franklin, OH 45005

Toll-Free: 1-855-704-5924

Fax: 937.704.9949



JONES-WARNER CONSULTANTS, INC.
CIVIL ENGINEERING, SURVEYING, AND CONSULTING SERVICES

JWCI@JonesWarner.com
JonesWarner.com

August 30, 2019

Warren County Commissioner's Office
Office of Grants Administration
406 Justice Drive
Lebanon, Ohio 45036
Attn: Susanne Mason

Re: Statement of Qualifications for FY19 Morrow GIS CDBG Project

Dear Ms. Mason:

Jones-Warner Consultants, Inc. (JWCI) is a local Warren County "Certified" Small Business Enterprise (SBE) and ODOT Pre-Qualified Professional Engineering and Surveying firm is happy to submit our Statement of Qualifications for the FY19 Morrow GIS Project. As you are aware, JWCI is the Village engineer for the Village of Morrow and developed the application for the services in which you are requesting.

Founded in 1994, JWCI is a professional engineering and surveying firm specializing in public infrastructure survey and designs. We have Master Agreements with the City of Cincinnati for MSDGC, GCWW and CDOT as well as SD1 in Northern Kentucky in addition to many contracts and working relationships with multiple public entities within the region. Recent letters of recommendation are located at the end of this submittal and are a testimony to the quality of work we provide. We routinely provide survey and engineering design to your office, most recently completing the Wayne Meadows Drainage project. We also currently have ongoing projects with the Warren County Water & Sewer Department and the Warren County Engineer.

For this specific project, GPS surveying, record keeping and field locating as well as familiarity with the project area are the key components. JWCI has this expertise through all of our survey and design projects. Our field crews provide locating in every project they perform in the public infrastructure throughout the Village of Morrow and all of the other communities in which we work. We routinely work with many communities providing GPS surveying activities to be incorporated into a GIS system. While we do not directly create GIS systems, we provide support in multiple fashions to our clients by incorporating deliverables in a manner that can be easily incorporated into a GIS based system. We believe we are the most qualified due to our extensive experience with the Village of Morrow in our role as Village Engineer and being intimately familiar with both their water system and stormwater conveyance system. We have completed numerous projects for the Village over the last 12 years including their water valve exercise program in which we already have some of the requested data. In addition, JWCI has had an ongoing relationship with RCAP and was the one who initiated this project by coordinating with them on developing a collaborative effort to develop their living tool for the Village, more commonly known as their proposed GIS System.

We have provided information within our Statement of Qualifications that provides firm history, resumes of owners and key personnel as well. This project will be led by Joe Zistler, P.E. Mr. Zistler has been working in Morrow for the last three years on multiple projects and is very knowledgeable with regards to their water and storm sewer system. Mr. Zistler will also utilize the JWCI field crew and our Topcon GPS system to assist RCAP.

Corporate Headquarters

8401 Claude Thomas Rd, Ste 51
Franklin, OH 45005

Toll-Free: 1-855-704-5924
Fax: 937.704.9949



JONES-WARNER CONSULTANTS, INC.
CIVIL ENGINEERING, SURVEYING, AND CONSULTING SERVICES

JWCI@JonesWarner.co
JonesWarner.com

Our corporate structure is as follows outline is provided in the SOQ along with our other office locations. Our corporate office is as follows:

Jones Warner Consultants, Inc
8401 Claude Thomas Rd., Suite 51
Franklin, Ohio 45005
T. Shawn Campbell, President
Direct Phone: (513) 602-1130
Direct Email: scampbell@jonewaner.com

Organizational chart and insurance requirements are contained in the appendix. The insurance documents contain our limits of liability for Professional Liability & General Automobile Liability. Letters of recommendations and other materials are also located in the appendix.

We are very experienced with CDBG projects and the Federal requirements. We work routinely for your office and other counties and CDBG programs in Southwest Ohio. All of requirements within your RFQ for this project are hereby incorporated without the need to repeat. Federal CDBG requirements will be met as well as any other local, state or federal laws and regulations. Letters of recommendations and other materials are in the appendix.

We have incorporated the scope of services provide in the RFQ and that is hereby incorporated. Our fee for the requested services is a T&M basis fee, not to exceed **\$28,000.00**. This fee is based on the documents received and will be billed on a time and material basis up to the estimated value and that no additional expenses will be incurred without formal notification of an increase in the estimated cost.

Hourly rates are as follows:

- Principal- \$133.65
- Project Manager/Engineer I -\$103.95
- Engineer II, P.E. - \$89.10
- Senior Engineer/Professional Surveyor \$133.65
- JWCI Field Crew (two man) \$155.00
- JWCI Field Crew (one man) \$125.00

Thank you for the opportunity to submit this Statement of Qualifications. We are very interested in any opportunities that might exist or arise for JWCI to be of service to the Village of Morrow and to the Warren County's Commissioner's Office. You can reach me directly on my cell phone: 513-602-1130.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Shawn Campbell', is written over a white background.

T. Shawn Campbell, President

Resolution

Number 19-1187

Adopted Date September 12, 2019

AMEND THE CONTRACT BETWEEN THE WARREN COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION AND WARREN COUNTY EDUCATIONAL SERVICE CENTER

WHEREAS, Human Services has amended the way invoicing will be completed and invoicing will now include reimbursement of actual expenditures; and

NOW THEREFORE BE IT RESOLVED, to amend the contract between the Warren County Commissioners on behalf of Warren County Department of Human Services and Warren County Educational Service Center. Copy of said contract attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

**AMENDMENT TO THE SUB-GRANT AGREEMENT
BETWEEN
THE WARREN COUNTY BOARD OF COMMISSIONERS
ON BEHALF OF
THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
DIVISION OF HUMAN SERVICES
AND
WARREN COUNTY EDUCATIONAL SERVICE CENTER
RESOURCE COORDINATOR PROGRAM**

Cost of Service Description

- f. Financial Eligibility for this program is set at or below 200% of the FPL.
- g. The total amount of the contract that can be reimbursed is \$674,599.00
- h. Invoicing will include reimbursement for actual expenditures for the program including direct and indirect expenditures.
- i. Sub-recipient will also include with the invoice the detailed supporting documentation including the children served, purpose, school district and required self-declaration application per child/family. WCDJFS requires supporting documentation for all program expenditures.

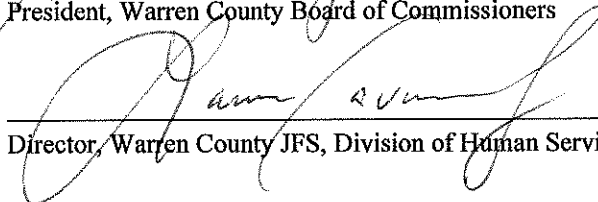
All other terms, conditions and provisions of the Warren County Educational Service Center Resource Coordinator Sub-grant agreement shall remain in full force and effect for the term of the Sub-grant Agreement as entered into on June 4, 2019 by Resolution #19-0695 of the Warren County Board of Commissioners.

WARREN COUNTY JOB AND FAMILY SERVICES, DIVISION OF HUMAN SERVICES



President, Warren County Board of Commissioners

9/12/19
Date



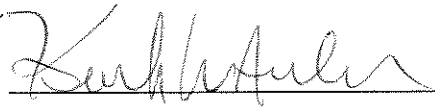
Director, Warren County JFS, Division of Human Services

9/3/19
Date



Warren County Educational Service Center

8-25-19
Date



Keith Anderson, Assistant Prosecutor

8-1-19
Date

Resolution

Number 19-0695

Adopted Date June 04, 2019

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

BE IT RESOLVED, to approve and enter into a contract with The Warren County Educational Service Center on behalf of Warren County Department of Human Services in the total amount of \$674,599.00 TANF/PRC funds beginning 7/1/19 and ending 6/30/20; contract attached hereto and made a part hereof:

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

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

Resolution adopted this 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

WITNESSETH THAT;

WHEREAS, it is the purpose of the Warren County Department of Job and Family Services, Division of Human Services to provide a variety of Social Services to TANF/PRC eligible individuals in the community as a way to improve and enhance the quality of life of the county citizens;

And

WHEREAS, one method the Department utilizes to fulfill this objective is through the issuance of TANF funding through the Prevent Retention and Contingency Program for both direct and indirect services and benefits;

And

WHEREAS, Warren County Division of Human Services desires to enter into a Sub-grant agreement with **Warren County Educational Service Center;**

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS

A. Definitions

"State" means the Governor of the State of Ohio, or any agency, department, person or persons authorized in his behalf.

"Sub-recipient" means Warren County Educational Service Center; 1879 Deerfield Road, Lebanon OH 45036.

"Department" means the Warren County Department of Job and Family Services, Division of Human Services, 416 S East Street Lebanon OH 45036

B. Purpose of Sub-grant

The purpose of the sub-grant is to state the covenants and conditions under which the Sub-recipient will provide services and benefits for the purpose reaching self-sufficiency, and housing for children and families.

C. Obligations of the Sub-recipient

The Sub-recipient agrees to operate a program, described in the WESC PRC Contract Services Proposal as found in Exhibit A, in accordance with Federal, State, and local laws, ordinances, regulations, and/or guidelines and any additions, deletions or amendments thereto.

The Sub-recipient shall not perform in any way inconsistent with the terms of this sub-grant except as approved, in writing, by the Department. Adjustments in the services to be provided per the attached Exhibits may not be made without prior approval of the Department.

The Sub-recipient agrees to accept responsibility for reconciling and/or complying with any audit finding rendered by an appropriate state or federal audit entity when the finding relates directly to the provisions of this sub-grant. The Sub-recipient agrees to reimburse the Department the full amount of payment received due to duplicate billing, erroneous billings, deceptive claims or falsification.

D. Client Eligibility

The Sub-recipient will determine client eligibility for those who will be serviced through the Sub-recipient's program, pursuant to Chapter 5101 of the Ohio Revised Code, and any rules promulgated by the Ohio Department of Job and Family Services.

Eligibility for Sub-recipient's services is accomplished by using the Self-Declaration Application for TANF/PRC Services, Exhibit B. Applicants for sub-granted services will be notified by the Sub-recipient of approval, denials, and terminations using the Decision on Your Application for TANF/Title XX Services. All eligibility criteria outlined within the Warren County Prevention, Retention, Contingency Plan, must be followed by the Sub-recipient. Income guideline document at 200% of FPL.

The Self-Declaration Application will be valid for one year from date of signature. If the recipient leaves the program for greater than 30 days, a new Self-Declaration Application will be required.

The accuracy and legitimacy of the Sub-recipient's eligibility determination process will be subject to periodic monitoring by the Department.

Children served under this Sub-recipient agreement must be enrolled in one of the participating school districts.

ARTICLE II CONTENT OF PROGRAM PROPOSAL

Refer to Exhibits A attached, and incorporated herein by this reference.

ARTICLE III COMPENSATION AND METHOD OF PAYMENT

A. Reimbursement

The Department agrees that reimbursement of all costs will be dependent upon Sub-recipient performance in the delivery of services and benefits specified in Exhibit A. The Sub-recipient agrees by the 10th working day of each month to submit it an invoice and supporting documentation to the Department for any services delivered the previous month. Payment shall be made by the Warren County Auditor upon proper presentation of request, when approved by the Department and the Sub-recipient, within 30 days from receipt of the approved invoice.

Cost of Service Description

- a. Unit Cost- Per unit of services for each TANF eligible child is \$421.62.
- b. Average of TANF eligible Clients per month= 160 multiplied by 10 active months of service= 1,600 units.
- c. **\$674,599 divided by 1,600 units of service equals unit cost of \$421.62.**
- d. Other sources of funding come from local school districts (\$157,500) which will cover non-income eligible children.
- e. Financial Eligibility for this program is set at or below 200% of the FPL.

The Sub-recipient will bill the Department based on Fixed Unit Cost for Services Delivered.

B. Availability of Funds

Payments for all services provided in accordance with the provisions of this Sub-Grant Agreement are contingent upon the availability of funding and will not exceed \$674,599.00 (Exhibit A).

C. Maximum Compensation

The Sub-recipient agrees to accept as payment in full, for services rendered in a manner satisfactory to the Department, not to exceed \$674,599.00 during the term of this sub-grant. The amount of \$674,599.00 includes the following expenses; salary, benefits, travel, supplies, equipment, phones and administration costs.

Payments for all services provided in accordance with the provisions of this Sub-Grant Agreement are contingent upon the availability of (and will not exceed the total of) local, state, and federal funds as follows:

Allocation	Contract Amount	Budget Reference	Award ID/FAIN#	CFDA Number
TANF Administration	\$67,460	JFSCACC2 JFSCTF19/JFSCTF20	1601OHTANF	93.558
TANF Regular	\$607,139	JFSCATFR JFSCTF19/JFSCTF20	1601OHTANF	93.558

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

D. Provision of Funding

If funds anticipated to be received by the Department are suspended, not forthcoming, or terminated in whole or in part, funding for this sub-grant shall terminate, and the sub-recipient shall receive payments for services rendered up to the date of notification of non-funding.

Unearned payments under this sub-grant may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by ODJFS at any time.

ARTICLE IV ACCESS TO RECORDS

At any time, during regular business hours, with reasonable notice, and as often as the Department, the Comptroller General of the United States, the State, or other agency or individual authorized by the Department may deem necessary, Sub-recipient shall make available to any or all the above named parties or their authorized representatives, all sub-grantees, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other data relating to all matters covered by this Sub-grant. The Department and the above named parties shall be permitted by the Sub-recipient to inspect, audit, make excerpts, photo-static copies and/or transcripts of any and all documents relating to all matters covered by this contract. Sub-recipient must maintain all required records for three years after final payment is made and all other pending matters are closed.

Except as noted above, the Sub-recipient agrees that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the performance of this sub-grant is prohibited, except upon written consent of the eligible individual or that individual’s parent or guardian.

ARTICLE V TIME OF PERFORMANCE

This Sub-Grant Agreement shall be effective **July 1, 2019** and shall terminate on **June 30, 2020**. If both parties agree, this Sub-grant agreement may be renewed with the same terms, conditions, and dollar amount effective **July 1, 2020** for an additional year upon adoption of an amendment by the Warren County Board of County Commissioners. The services of the Sub-recipient are to commence immediately upon execution of the sub-grant agreement and all costs allowable under the sub-grant agreement shall be incurred and the final invoice received by the Department no later than close of business **July 10, 2020**.

ARTICLE VI BONDING AND INSURANCE

The Sub-recipient shall maintain during the term of this Sub-grant agreement, the applicable insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law.
- b. Public Liability Insurance on comprehensive basis, including Contingent Liability, in amounts not less than \$100,000 per person, \$300,000 per occurrence for bodily injury, and \$25,000 per occurrence for property damage.
- c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in performance of this sub-grant agreement, in amounts as indicated in b, above.

ARTICLE VIII INDEPENDENT SUB-RECIPIENT RELATIONSHIP

It is the intent of the Sub-recipient and the Department to create an independent Sub-recipient relationship. The Sub-recipient will determine eligibility for services based upon the guidelines or direction set forth by the Department, but the Sub-recipient shall determine the legal means by which this work is accomplished. The Department is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any compensation paid or owed to the Sub-recipient. Neither the Sub-recipient nor Sub-recipient's employees shall be entitled to receive from the Department any benefits which the officers and employees of the Department are entitled to receive and shall not be entitled to receive from the Department workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension benefits, profit sharing, Social Security, Ohio Public Employees Retirement, or any and all other benefits on account of their work for the Department.

This Sub-grant Agreement does not create an agency relationship, or partnership between the Sub-recipient and the Department. The Sub-recipient has no authority to enter into agreements on behalf of the Department, to bind the Department to any obligation, or to incur any liability in behalf of the Department.

ARTICLE IX MAINTENANCE OF EFFORT

It is understood and agreed that the level of services, activities, and expenditures by the Sub-recipient, in existence prior to the initiation of services hereunder shall be continued and not be reduced in any way as a result of this sub-grant agreement except for reduction unrelated to the provisions of purposes herein stated. The Sub-recipient shall certify that any costs incurred pursuant to this Sub-grant agreement will not be included as a cost of any other federally financed program in either the current or a prior period.

ARTICLE X CONFLICT OF INTEREST

The Sub-recipient covenants that no person, under its employ, who presently exercises any functions or responsibilities in connection with the Department or projects or programs funded by the Department, has any personal financial interest, direct or indirect, in this Sub-grant agreement. The Sub-recipient further covenants that in the performance of this Sub-grant agreement, no person having such conflict shall be employed. Any such interest, on the part of the Sub-recipient or its employees, must be disclosed in writing to the Department.

ARTICLE XI MODIFICATIONS

Modifications of this Sub-grant agreement may be made by the written mutual consent of the parties hereto.

ARTICLE XII TERMINATIONS

This agreement may be terminated by:

- A. Either party, upon the provision of thirty (30) days written notice.
- B. Mutual Agreement of the parties.

- C. Death or some other incapacity that prevents the Sub-recipient from fulfilling Sub-recipient's duties as set out in this Sub-grant agreement.

ARTICLE XIII BREACH BY SUB-RECIPIENT

In the event that the Sub-recipient breaches the terms and conditions of this Sub-recipient, the Department may, at its discretion, immediately terminate the Agreement, withhold payment for services not rendered by the Sub-recipient or both.

ARTICLE XIV ADDITIONAL OBLIGATIONS AND ASSURANCES OF SUBRECIPIENT

1. The Sub-recipient certifies that it possesses legal authority to enter into this Sub-grant agreement and that a resolution, a motion or similar action has been duly adopted as an official act of the Sub-recipient's governing body which authorizes the negotiation and execution of this Sub-grant agreement by the representative who signed the Sub-grant agreement below on behalf of the Sub-recipient.
2. The Sub-recipient certifies that all applicants to the program operated under this Sub-grant agreement, either as an employee or subcontractor of the Sub-recipient or as a program client shall be apprised of their rights and responsibilities at the time of application. No person with responsibility in the operation of the program will discriminate with respect to any program because of race, creed, color, national origin, gender, political affiliation, age, belief, or handicap. Any complaint of discrimination in the operation of such programs shall be handled in a manner, compliant with the policies and procedures of the Department.
3. The Sub-recipient shall have safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. The Sub-recipient shall maintain appropriate standards of health and safety in work and training situations.
5. The Sub-recipient may not hold the Department responsible for payment of funds if those same funds have not been received by, or from the State.
6. All reports, brochures, literature and pamphlets developed by the Sub-recipient for its work under this Sub-grant agreement shall acknowledge the Department and its role as the funding source for activities, and programs conducted by the Sub-recipient pursuant to this Sub-grant agreement.
7. The Sub-recipient shall maintain easily accessible and auditable financial records.
8. The Sub-recipient, as a Sub-recipient of federal funds, shall provide a copy of their 2 CFR 200 state audit. An A-133 audit is required if an organization is a non-profit, or a state or local government agency, and expends \$500,000.00 or more per year in federal awards.
9. The Sub-recipient assumes full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Sub-recipient pursuant to this Sub-grant agreement.
10. The Sub-recipient will submit periodic reports, showing progress towards achieving the outcomes which are specified in Exhibit A, attached.
11. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. The Sub-recipient will take affirmative action to insure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, gender, or national origin.
12. The Sub-recipient shall, in all of Sub-recipient's solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without

regard to race, color, religion, gender, or national origin.

13. The Sub-recipient shall comply with provisions of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by the Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 C.F.R. Chapter 60.
14. The Sub-recipient warrants that neither it nor any party with whom it may subcontract for the performance of this Sub-grant agreement are listed on the debarred list due to violations of Titles VI, or VII of the Civil Rights Act of 1964, nor is the Sub-recipient aware of any pending action which might result in such debarment.
15. The Sub-recipient shall provide workers' compensation or other insurance coverage for injuries which may be suffered by its employees in accord with 20 CFR 692.22.
16. The Sub-recipient shall comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act, and the Ohio Revised Code.
17. The Sub-recipient shall not make claims for payment from the Department for services rendered to eligible individuals when such claims would duplicate claims made from other sources of public funds available for the same service. The services being contracted for hereunder are not available on a non-reimbursable basis.
18. The Sub-recipient shall not discriminate against applicants for, and participants in the Ohio Works First Program established under Chapter 5107 of the Revised Code, and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Ohio Revised Code. The Sub-recipient further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
19. The Sub-recipient shall cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The Sub-recipient also agrees that it will include a like provision in any agreement, contract, grant, or procedure related to this Sub-grant agreement which require any subcontractor, or other party to cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.
20. The Sub-recipient agrees to be bound by the disclosure rules of the Ohio Department of Job and Family Services. Disclosure of information in a manner inconsistent with said rules is a breach of this Sub-grant agreement, and a violation of Ohio Revised Code Sections 5101.27, and 5101.99.
21. The Sub-recipient agrees that the services it delivers pursuant to this Sub-grant agreement will be delivered in a manner consistent with the Department's Prevention Retention and Contingency Plan.
22. The Sub-recipient agrees to comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. § 874, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 3.
23. The Sub-recipient agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 276a through 276a-7, as supplemented by the Department of Labor Regulations, 29 C.F.R. Part 5.
24. The Sub-recipient agrees to comply with Sections 103, and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S. C. § 327 through 330, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 5.

25. The Sub-recipient agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1875(h); Section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738; and, environmental protection agency regulations, 40 C.F.R. Part 15.
26. The Sub-recipient agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy policy and Conservation Act, Pub.L. 94-136, 89 Stat.871.
27. The Sub-recipient agrees that the copyright to any copyrightable material created pursuant to this Sub-grant agreement, and that any discovery or invention which arises or is developed pursuant to the Sub-recipient's obligations under this Sub-grant agreement is the property of the Department.

ARTICLE XV NOTICES

Any and all notices required by this Agreement, unless otherwise specified herein, shall be delivered as follows:

To the Department:

416 S East Street, Lebanon OH 45036

To the Sub-recipient:

1879 Deerfield Road, Lebanon OH 45036

ARTICLE XVI MERGER

This Agreement is the complete understanding between the parties. No prior or contemporaneous agreements, whether written or oral, may modify, enlarge or alter this written agreement except as incorporated by reference herein.

ARTICLE XVII SEPARABILITY

If any portion of this Sub-grant agreement is deemed to be illegal due to conflict with state or local law, the remainder of the Sub-grant agreement shall remain in full force and effect.

ARTICLE XVIII FORCE MAJUERE

Should the subject matter of this Sub-grant agreement be made illegal, abolished by the legislature or destroyed by an Act of God, or civil unrest then the agreement shall be terminated.

ARTICLE XIX HEADINGS

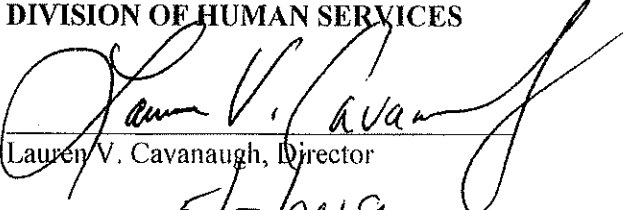
The paragraph headings contained in this Sub-grant agreement are solely for organizational purposes, and are of no substantive effect.

ARTICLE XX GOVERNING LAW

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

WARREN COUNTY JFS

DIVISION OF HUMAN SERVICES



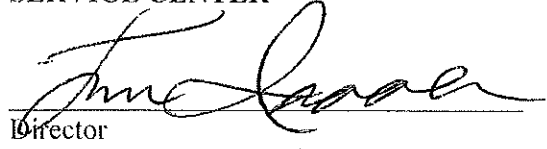
Lauren V. Cavanaugh, Director

5/7/2019

Date

WARREN COUNTY EDUCATIONAL

SERVICE CENTER



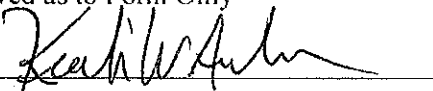
Director

5-13-2019

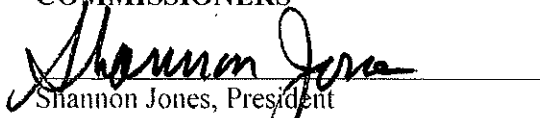
Date

WARREN COUNTY PROSECUTOR

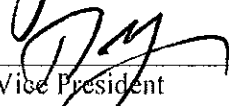
Approved as to Form Only

By: 

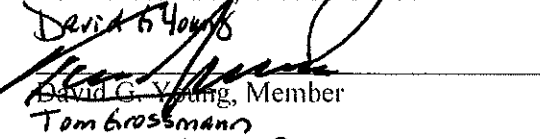
**BOARD OF WARREN COUNTY
COMMISSIONERS**



Shannon Jones, President



Tom Grossmann, Vice President



David G. Young, Member

6/14/19

Date

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

1. Organization/Agency Information

Organization/Agency Name:	Warren County Educational Service Center
Address:	1879 Deerfield Road Lebanon, OH 45036
Contact Person:	Kimberly Sellers
Phone Number:	513.695.2900, ext. 2311
Fax Number:	513.695.2961
Email:	Kim.Sellers@warrencountyesc.com
Fiscal Agent:	Warren County Educational Service Center Alleyn Unversaw, Treasurer
Phone Number:	513.695.2900, ext. 3036
Fax Number:	513.695.2961
Email:	Alleyn.Unversaw@warrencountyesc.com

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

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

3. Strategies that will be used:

Resource Coordinator Program Objectives and Menu of Activities:

TO IMPROVE ATTENDANCE:

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

INCREASING PARENTAL INVOLVEMENT:

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

CASE MANAGEMENT

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

PREPAREDNESS TO LEARN:

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

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

RESOURCE COORDINATION:

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

OTHER:

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

4. Timeline for these services:

The contract will be effective July 1, 2019-June 30, 2020.

5. Who will be served:

The Resource Coordinator program will provide services to an average of 160 TANF eligible children per month and a total of 1,600 service units.

6. Cost of Service Description:

a. Unit Cost

Per unit of service for each child is \$421.62

Average of TANF Eligible Clients per month = 160

Multiplied by 10 months of service = 1,600

\$674,599 divided by 1,600 units of service equals unit cost of \$421.62

*The unit cost will cover the expense of staff, travel, supplies, equipment, phones and administration (to cover the cost incurred by the Educational Service Center for supervisory as well as Treasurer's Office.)

b. Description and amounts of other sources of funding

Other sources of funding come from local school districts which will cover non-income eligible children. Amount = \$157,500

c. Federal Poverty Level Percentage for this Program will be set at 200%.

7. Description of Outcome Measures:

A. Expected Outcomes

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

B. How will outcomes be measured?

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

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

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

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

numerical goals for preventing and reducing the incidence of these pregnancies.



TANF Purpose 4:

To encourage the formation and maintenance of two-parent families.

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

Items for the Budget include the following:

1. Salary/Personnel Costs: The total allocated salary is the equivalent of twelve (12) FTE Resource Coordinators. Resource Coordinators will be in the following districts: Lebanon (1), Springboro (3), Little Miami (1), Carlisle (1), Kings (1), Warren County Career Center (1), John Lazares Alternative School (1) and the Warren County Learning Center (1), Mason (1) and WCESC Social Communications/Wellness Center (1).
2. Fringe Benefits: Benefits include medical, dental, life, worker's comp, Medicare, and Retirement (STERS).
3. Travel: Travel costs include travel to homes, churches, food pantries, Hannah's Treasure Chest, medical clinics, etc. to obtain resources. Also includes costs for training/CEU's as needed.
4. Supplies: Supplies include laptop computers as needed (some provided by districts) as well as miscellaneous office supplies such as paper, copying and folders.
5. Phone: Cell phone reimbursement for each Resource Coordinator at a rate of \$31 per month for ten (10) months.
6. Administrative Costs: Administrative Costs for the ESC are calculated at 10% and covers supervision costs, payroll and fiscal related expenses.

10. Budget Summary

Category	Cost
Personnel	\$ 688,300.00 12 FTE RC's + .5 Admin Assistant
Travel	\$ 15,000.00
Supplies	\$ 4,000.00
Phone	\$ 5,040.00
Purchased Services	\$ 1,500.00
Supervisory	\$ 46,875.00
Administrative	\$ 71,384.00 10%
Total Costs	\$832,099.00
Revenue	
Current TANF	\$559,880.00
District	\$157,500.00
Total Revenue	\$717,380.00
Additional TANF requested	(\$114,719) ADDITIONAL AMOUNT REQUESTED

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

Name:	For Agency Use Only
Social Security Number:	Subgrantee:
Present Address:	Worker:
Telephone/Contact Number:	Date received:

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

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

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

2. Circle your family size below.

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

3. Check one:

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

4. Please read this statement carefully and respond below:

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

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

5. Sign this application.

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

Signature of Applicant: _____ Date: _____

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

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

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

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

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

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

Name of Program: PRC Agreement with ESC

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

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

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

Resolution

Number 19-1188

Adopted Date September 12, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO MEMORANDUM OF UNDERSTANDING WITH VARIOUS ENTITIES RELATIVE TO MARCS IN SCHOOLS EMERGENCY RADIO PROGRAM

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Memorandum of Understanding with the following entities relative to MARCS in Schools Emergency Radio Program; copy of said Memorandum of Understanding attached hereto and made a part hereof:

- School – Warren County Educational Service Center - Wellness Center
- Fire/EMS Agency – Deerfield Township Fire Rescue
- Law Enforcement Agency – Warren County Sheriff's Office
- Dispatch Center – Warren County Emergency Communications Center

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

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

Resolution adopted this 12th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: C/A—Warren County Educational Service Center
C/A—Deerfield Township
C/A—Warren County Sheriff's Office
C/A—Warren County Emergency Services
Telecom (file)
Emergency Services (file)



MARCS in Schools Emergency Radio

Warren County, OH Memorandum of Understanding

Warren County-Dispatched School Building

School Building: WCESC Wellness Center – 4936 Old Irwin Simpson Road Mason, OH 45040

Memorandum of Understanding (MOU) between the following parties:

- The school building where the MIS radio will be installed, **WCESC Wellness Center**, hereafter known as “building.”
- The law enforcement agency with primary jurisdiction for the listed school district / building(s), the **Warren County Sheriff’s Office**, hereafter known as “law enforcement agency.”
- The fire agency with primary jurisdiction for the listed school district / building(s), the **Deerfield Township Fire Rescue**, hereafter known as “fire department.”
- The public safety dispatch center that will receive alarms and initiate emergency responses, the **Warren County Department of Emergency Services Communications Center**, hereafter known as “dispatch center.”
- The governing authority of the Warren County 800MHz Radio System and the Warren County Telecommunications Department, the **Board of Warren County Commissioners**, hereafter known as “Commissioners.”

This MOU will define the purpose of the MIS Emergency Radio Program within the scope of Warren County usage, hereafter referred to as “radio,” and the responsibilities of each party.

New school buildings, changes in public safety response plans at a building level, relocation of a radio, or the addition of emergency buttons do not change the terms of this Memorandum of Understanding. They do need to be shared with relevant parties (e.g., a change to public safety response affects CAD configuration, managed by Telecom).

General Program Information

01. Warren County’s radios went online at the inception of the 2014/2015 school year, after the County’s digital radio system was operational.
02. Radios enable participating school buildings to send an emergency alarm, indicating a life-threatening situation to their responsible dispatch center and then subsequently speak with the dispatcher, if possible.
03. Radios operate on the Warren County 800MHz Digital Radio System, owned by the Commissioners and maintained by the Warren County Telecommunications Department.
04. These radios provide a link between the school building and public safety dispatchers. They are not intended to and do not provide a replacement for how schools interact with School Resource Officers (SROs). The radio will not be used to speak directly with SROs or first responders.
05. Radios (and additional buttons, if applicable) must be in a secure location that cannot be easily pressed outside the parameters of an emergency.

Costs and Maintenance

06. The Commissioners’ Tier 4 partnership with MARCS waives the \$20/month fee that other Counties’ schools may pay.
07. Costs associated with radio maintenance, repair and insurance are the responsibility of the school district and should be handled by a qualified radio vendor.
08. Costs associated with radio installation, programming or additional emergency buttons not included in the School Security Grant Program are the responsibility of the school district.



MARCS in Schools Emergency Radio

Warren County, OH Memorandum of Understanding

Warren County-Dispatched School Building

Equipment

09. Radios may only be installed and programmed by Mobilcomm once this MOU has been signed by all parties and a resolution is passed by The Board of County Commissioners.
10. The radio operates using AC power. Any backup power (recommended), including UPS battery backup or generator outlet, is the responsibility of the school district.
11. Excessive false alarms can result in the building or school district's temporary removal from the system. Should this occur, methods of correction will be attempted to reinstate the school's involvement including, but not limited to, relocation of the base radio and/or remote buttons, revising persons who have access to the radio unit, etc.
12. The encrypted "83 SCHOOLS" talkgroup will only be programmed into school security radios and at the dispatch centers of Warren County and the City of Franklin. Being encrypted will prohibit news media and local scanners from picking up the emergency button activation/radio traffic. This talkgroup will not be programmed into any portable or vehicle radios. It is meant for school-to-dispatch communication, not monitoring or transmissions by fire and police agencies.
13. In the event that an incident commander needs to talk to someone on the "83 SCHOOLS" talkgroup, Dispatch can patch the incident talkgroup to the "83 SCHOOLS" talkgroup, if deemed appropriate. Otherwise, phones should be utilized.

Annual End-User Training

14. Annual training on the radio and the appropriate circumstances to use the system must occur within the school district, facilitated by the district, with or without assistance from Telecom personnel. Copies of this agreement and applicable policies or training material can be requested from Telecom at any time.

Testing

15. Semi-annual testing of the system is required for all school buildings that possess a radio, between the dates of August 1st-September 7th and March 1st-March 31st of each year.
16. A "How-To" guide was created and distributed to aid in the proper testing of the school radio. (*see Exhibit A*)
17. Testing is coordinated/facilitated between Dispatch and the School District.
18. If a building misses their testing window, they will be contacted by Telecom and a makeup test will be promptly scheduled.

Circumstances for Use of Emergency Button

19. The intended purpose of the radio is for violent, life-threatening, active shooter or similar situations.
20. Pressing the large, orange emergency button will prompt a countywide, large-scale emergency response from law enforcement, fire, and EMS responders.
21. The emergency button should not be pressed for non-violent or strictly medical incidents.

Circumstances for Using PTT (Push-To-Talk) Button

22. After initial emergency button activation – once the operator has pushed the large orange button and the radio completes its 10-second open-microphone period, the operator can then press the push-to-talk button to speak directly to dispatch.

Circumstances when NOT to Use the School Security Radio

23. Non-violent / medical incidents (seizures, injuries) – these should be reported to dispatch by calling 9-1-1.
24. Lock-out, theft, phone lines down - in these situations, call dispatch's 7-digit line (695-2525) and they will assign an officer.
25. School-to-School Communication



MARCS in Schools Emergency Radio

Warren County, OH Memorandum of Understanding

Warren County-Dispatched School Building

Activating the Alarm

- 26. Pressing the radio's large orange emergency button, or an additional remote alarm button that has been attached to the radio, sends an audible and visual emergency alarm to Dispatch which prompts them to initiate the emergency response.
 - a. For 10 seconds, the school radio's microphone will be "open mic" and transmitting all noise around the base radio without anyone holding down the P-T-T button. Dispatch Centers at Warren County and the City of Franklin and the in-school radios they service will hear what is happening within earshot of your radio's microphone. This also means you must wait 10 seconds to hear anything back from dispatch.
 - b. The school's pre-determined law enforcement and fire/EMS response plan will immediately go into action without waiting for verbal confirmation of an emergency.
 - c. All other school districts and buildings must refrain from talking on the radio, so that Dispatch can interact with the distressed building.
 - d. If other schools want to lower the volume of the radio traffic, they can do so by using the volume buttons to the right of the display. Mobilcomm has programmed a "minimum volume level" so that the radio speaker volume cannot be turned down completely.
- 27. If safe to do so, the person operating the distressed building's radio should immediately vocalize the situation (e.g., "This is the ESC Wellness Center. There is someone with a gun in the lobby.") during the 10-second open mic.
 - a. Dispatch will be unable to speak to the school until the 10-second open mic period has expired.
 - b. The person operating the school radio will need to press the PTT button (lightning bolt) if they wish to continue speaking to the dispatcher in a push-to-talk, release-to-listen format.
- 28. If the person operating the school radio is unable to vocalize the situation over the radio (e.g., an assailant is nearby and doing so would jeopardize safety):
 - a. Proceed with the school's emergency procedure and, if able, call 9-1-1 from a secure area.
 - b. Know that a law enforcement and fire/EMS response is coming with the push of your emergency button.
- 29. If your emergency button is accidentally pressed, the school's pre-determined emergency response is still coming. The school radio operator can vocalize to the dispatcher that the button was pressed in error, and this will be relayed to responding units. Based on that vocalization, and assuming nothing else heard during the 10-second transmission indicates an emergency, the first law enforcement officer on scene will size up the situation and decide if the radio's emergency alarm was, indeed, accidentally pressed. Only the first responder from law enforcement can call off the emergency response, as fire/EMS does not routinely enter a violent, law incident. The school should then reset the radio's emergency activation by holding down the emergency button until the display reverts to only showing the talkgroup name.

This MOU shall be redistributed by Telecom only when terms or agreements change.

This MOU was read and agreed to by the following signed parties:

Petrack Paré
Robert D. Paré
 9-4-19
 School District Representative

Melissa Boyer (print)
Melissa Boyer (sign)
 8-29-19 (date)
 Warren County Emergency Services Director

Larry L Sims
[Signature]
 9-4-19
 Police Chief

CHRIS EISELE
[Signature]
 9-5-19
 Fire Chief

[Signature]
Shannon Jones
 9/12/19
 Board of Warren County Commissioners



MARCS in Schools Emergency Radio

Warren County, OH Memorandum of Understanding

Warren County-Dispatched School Building

Exhibit A



MARCS in Schools Emergency Radio

Semi-Annual Testing Instructions (Aug1-Sep7 / Mar1-31)

Warren County-Dispatched School



Step 1: School calls Warren County Dispatch Center to request clearance (513) 695-2525 or (937) 425-2525. Stay on the phone during steps 2-7.



Step 2: Warren County Dispatch broadcasts on '83 SCHOOLS' talkgroup, "Warren County Dispatch, this is a test of the school security radio. This is a test of the school security radio."



Step 3: School operator presses their emergency button.



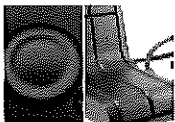
Step 4: Within the 10 seconds of open-mic time, school says, "This is a test of [enter school building]'s school security radio. Repeat, this is a test of [enter school building]'s school security radio."



Step 5: Warren County Dispatcher checks the following:

- ✓ School's alias appears on the console/resource.
- ✓ School's emergency alarm activated / sounded.
- ✓ School's verbal audio was clear and distinguishable.

Dispatch responds, "Alarm and message received loud and clear," or "Transmit again." If asked to re-transmit, school holds down lightning bolt / Push-to-Talk button on the microphone, repeats Step 4, then releases to listen until they hear, "Alarm received loud and clear," from dispatch.



Step 6: School clears the emergency activation by holding down the emergency button for approximately 5 seconds and the display reverts back to "83 SCHOOLS" instead of seeing the "EMERGENCY" indication. Then school presses push-to-talk button and says, "School security test complete,"



Step 7: Dispatch responds, "School security test complete, [enter time stamp], this concludes the school security radio test."



Step 8: School & Dispatch hang up telephone. Test complete.

Revised: 6/18/15 AJL

Created by: Warren County Telecom + Emergency Services

1

Resolution

Number 19-1189

Adopted Date September 12, 2019

APPROVE AND AUTHORIZE THE PRESENT OF THE BOARD TO ENTER INTO MEMORANDUM OF UNDERSTANDING WITH VARIOUS ENTITIES RELATIVE TO MARCS IN SCHOOLS EMERGENCY RADIO PROGRAM

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Memorandum of Understanding with the following entities relative to MARCS in Schools Emergency Radio Program; copy of said Memorandum of Understanding attached hereto and made a part hereof:


- School – CHESS Christian
- Fire/EMS Agency – Clearcreek Township Fire
- Law Enforcement Agency – Clearcreek Township Police
- Dispatch Center – Warren County Emergency Communications Center

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

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

Resolution adopted this 12th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/to

cc: C/A—CHESS Christian
C/A—Clearcreek Township
C/A—Warren County Emergency Services
Telecom (file)
Emergency Services (file)



MARCS in Schools Emergency Radio

Warren County, OH Memorandum of Understanding

Warren County-Dispatched School Building

School Building: CHESS Christian School – 946 E Lower Springboro Road Springboro, OH 45066

Memorandum of Understanding (MOU) between the following parties:

- The school building where the MIS radio will be installed, **CHESS Christian School**, hereafter known as “building.”
- The law enforcement agency with primary jurisdiction for the listed school district / building(s), the **Clearcreek Twp Police Department**, hereafter known as “law enforcement agency.”
- The fire agency with primary jurisdiction for the listed school district / building(s), the **Clearcreek Twp Fire Department**, hereafter known as “fire department.”
- The public safety dispatch center that will receive alarms and initiate emergency responses, the **Warren County Department of Emergency Services Communications Center**, hereafter known as “dispatch center.”
- The governing authority of the Warren County 800MHz Radio System and the Warren County Telecommunications Department, the **Board of Warren County Commissioners**, hereafter known as “Commissioners.”

This MOU will define the purpose of the MIS Emergency Radio Program within the scope of Warren County usage, hereafter referred to as “radio,” and the responsibilities of each party.

New school buildings, changes in public safety response plans at a building level, relocation of a radio, or the addition of emergency buttons do not change the terms of this Memorandum of Understanding. They do need to be shared with relevant parties (e.g., a change to public safety response affects CAD configuration, managed by Telecom).

General Program Information

01. Warren County’s radios went online at the inception of the 2014/2015 school year, after the County’s digital radio system was operational.
02. Radios enable participating school buildings to send an emergency alarm, indicating a life-threatening situation to their responsible dispatch center and then subsequently speak with the dispatcher, if possible.
03. Radios operate on the Warren County 800MHz Digital Radio System, owned by the Commissioners and maintained by the Warren County Telecommunications Department.
04. These radios provide a link between the school building and public safety dispatchers. They are not intended to and do not provide a replacement for how schools interact with School Resource Officers (SROs). The radio will not be used to speak directly with SROs or first responders.
05. Radios (and additional buttons, if applicable) must be in a secure location that cannot be easily pressed outside the parameters of an emergency.

Costs and Maintenance

06. The Commissioners’ Tier 4 partnership with MARCS waives the \$20/month fee that other Counties’ schools may pay.
07. Costs associated with radio maintenance, repair and insurance are the responsibility of the school district and should be handled by a qualified radio vendor.
08. Costs associated with radio installation, programming or additional emergency buttons not included in the School Security Grant Program are the responsibility of the school district.



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Warren County-Dispatched School Building

Equipment

09. Radios may only be installed and programmed by Mobilcomm once this MOU has been signed by all parties and a resolution is passed by The Board of County Commissioners.
10. The radio operates using AC power. Any backup power (recommended), including UPS battery backup or generator outlet, is the responsibility of the school district.
11. Excessive false alarms can result in the building or school district's temporary removal from the system. Should this occur, methods of correction will be attempted to reinstate the school's involvement including, but not limited to, relocation of the base radio and/or remote buttons, revising persons who have access to the radio unit, etc.
12. The encrypted "83 SCHOOLS" talkgroup will only be programmed into school security radios and at the dispatch centers of Warren County and the City of Franklin. Being encrypted will prohibit news media and local scanners from picking up the emergency button activation/radio traffic. This talkgroup will not be programmed into any portable or vehicle radios. It is meant for school-to-dispatch communication, not monitoring or transmissions by fire and police agencies.
13. In the event that an incident commander needs to talk to someone on the "83 SCHOOLS" talkgroup, Dispatch can patch the incident talkgroup to the "83 SCHOOLS" talkgroup, if deemed appropriate. Otherwise, phones should be utilized.

Annual End-User Training

14. Annual training on the radio and the appropriate circumstances to use the system must occur within the school district, facilitated by the district, with or without assistance from Telecom personnel. Copies of this agreement and applicable policies or training material can be requested from Telecom at any time.

Testing

15. Semi-annual testing of the system is required for all school buildings that possess a radio, between the dates of August 1st-September 7th and March 1st-March 31st of each year.
16. A "How-To" guide was created and distributed to aid in the proper testing of the school radio. (*see Exhibit A*)
17. Testing is coordinated/facilitated between Dispatch and the School District.
18. If a building misses their testing window, they will be contacted by Telecom and a makeup test will be promptly scheduled.

Circumstances for Use of Emergency Button

19. The intended purpose of the radio is for violent, life-threatening, active shooter or similar situations.
20. Pressing the large, orange emergency button will prompt a countywide, large-scale emergency response from law enforcement, fire, and EMS responders.
21. The emergency button should not be pressed for non-violent or strictly medical incidents.

Circumstances for Using PTT (Push-To-Talk) Button

22. After initial emergency button activation – once the operator has pushed the large orange button and the radio completes its 10-second open-microphone period, the operator can then press the push-to-talk button to speak directly to dispatch.

Circumstances when NOT to Use the School Security Radio

23. Non-violent / medical incidents (seizures, injuries) – these should be reported to dispatch by calling 9-1-1.
24. Lock-out, theft, phone lines down - in these situations, call dispatch's 7-digit line (695-2525) and they will assign an officer.
25. School-to-School Communication



MARCS in Schools Emergency Radio

Warren County, OH Memorandum of Understanding

Warren County-Dispatched School Building

Activating the Alarm

- 26. Pressing the radio's large orange emergency button, or an additional remote alarm button that has been attached to the radio, sends an audible and visual emergency alarm to Dispatch which prompts them to initiate the emergency response.
 - a. For 10 seconds, the school radio's microphone will be "open mic" and transmitting all noise around the base radio without anyone holding down the P-T-T button. Dispatch Centers at Warren County and the City of Franklin and the in-school radios they service will hear what is happening within earshot of your radio's microphone. This also means you must wait 10 seconds to hear anything back from dispatch.
 - b. The school's pre-determined law enforcement and fire/EMS response plan will immediately go into action without waiting for verbal confirmation of an emergency.
 - c. All other school districts and buildings must refrain from talking on the radio, so that Dispatch can interact with the distressed building.
 - d. If other schools want to lower the volume of the radio traffic, they can do so by using the volume buttons to the right of the display. Mobilcomm has programmed a "minimum volume level" so that the radio speaker volume cannot be turned down completely.
- 27. If safe to do so, the person operating the distressed building's radio should immediately vocalize the situation (e.g., "This is **CHESS Christian School**. There is someone with a gun in the lobby.") during the 10-second open mic.
 - a. Dispatch will be unable to speak to the school until the 10-second open mic period has expired.
 - b. The person operating the school radio will need to press the PTT button (lightning bolt) if they wish to continue speaking to the dispatcher in a push-to-talk, release-to-listen format.
- 28. If the person operating the school radio is unable to vocalize the situation over the radio (e.g., an assailant is nearby and doing so would jeopardize safety):
 - a. Proceed with the school's emergency procedure and, if able, call 9-1-1 from a secure area.
 - b. Know that a law enforcement and fire/EMS response is coming with the push of your emergency button.
- 29. If your emergency button is accidentally pressed, the school's pre-determined emergency response is still coming. The school radio operator can vocalize to the dispatcher that the button was pressed in error, and this will be relayed to responding units. Based on that vocalization, and assuming nothing else heard during the 10-second transmission indicates an emergency, the first law enforcement officer on scene will size up the situation and decide if the radio's emergency alarm was, indeed, accidentally pressed. Only the first responder from law enforcement can call off the emergency response, as fire/EMS does not routinely enter a violent, law incident. The school should then reset the radio's emergency activation by holding down the emergency button until the display reverts to only showing the talkgroup name.

This MOU shall be redistributed by Telecom only when terms or agreements change.

This MOU was read and agreed to by the following signed parties:

Tara Lee
Tara Lee
9/5/19
 School District Representative

Melissa Boyer (print)
Melissa Boyer (sign)
8-29-19 (date)
 Warren County Emergency Services Director

John D. Tezic
See
4-3-19
 Police Chief

Steve Agenbroad
SA
9/9/19
 Fire Chief

Shannon Jones
Shannon Jones
9/12/19
 Board of Warren County Commissioners



MARCS in Schools Emergency Radio

Warren County, OH Memorandum of Understanding

Warren County-Dispatched School Building

Exhibit A



MARCS in Schools Emergency Radio

Semi-Annual Testing Instructions (Aug1-Sep7 / Mar1-31)

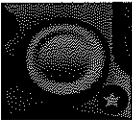
Warren County-Dispatched School



Step 1: School calls Warren County Dispatch Center to request clearance (513) 695-2525 or (937) 425-2525. Stay on the phone during steps 2-7.



Step 2: Warren County Dispatch broadcasts on '83 SCHOOLS' talkgroup, "Warren County Dispatch, this is a test of the school security radio. This is a test of the school security radio."



Step 3: School operator presses their emergency button.



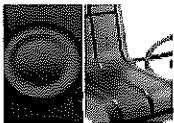
Step 4: Within the 10 seconds of open-mic time, school says, "This is a test of [enter school building]'s school security radio. Repeat, this is a test of [enter school building]'s school security radio."



Step 5: Warren County Dispatcher checks the following:

- ✓ School's alias appears on the console/resource.
- ✓ School's emergency alarm activated / sounded.
- ✓ School's verbal audio was clear and distinguishable.

Dispatch responds, "Alarm and message received loud and clear," or "Transmit again." If asked to re-transmit, school holds down lightning bolt / Push-to-Talk button on the microphone, repeats Step 4, then releases to listen until they hear, "Alarm received loud and clear," from dispatch.



Step 6: School clears the emergency activation by holding down the emergency button for approximately 5 seconds and the display reverts back to "83 SCHOOLS" instead of seeing the "EMERGENCY" indication. Then school presses push-to-talk button and says, "School security test complete,"



Step 7: Dispatch responds, "School security test complete, [enter time stamp], this concludes the school security radio test."



Step 8: School & Dispatch hang up telephone. Test complete.

Revised: 6/18/15 AJL

Created by: Warren County Telecom + Emergency Services

1

Resolution

Number 19-1190

Adopted Date September 12, 2019

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR WILSON FARMS DEVELOPMENT, LLC FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR WILSON FARMS, SECTION FOUR, BLOCK "B", SITUATED IN FRANKLIN TOWNSHIP

WHEREAS, the Developer has completed the performance of the construction of improvements subject of the Bond referenced below, and upon recommendation of the County Engineer the bond amount for performance may be reduced to zero, but the bond shall remain in effect for maintenance security to secure the performance of all maintenance upon the completed improvements; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances performance bond reduction and the two year maintenance period:

BOND REDUCTION

Bond Number	:	18-005 (P/S-M)
Development	:	Wilson Farms, Section Four, Block "B"
Developer	:	Wilson Farms Development, LLC
Township	:	Franklin
Reduction Amount	:	\$11,007.09
Surety Company	:	Great American Insurance Co. (2159409)

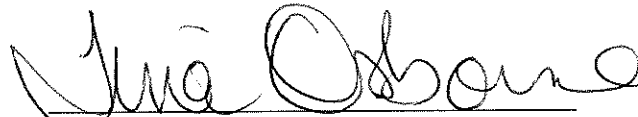
BE IT FURTHER RESOLVED: the original amount of bond was \$80,061.32 and after the above reduction, the remaining bond amount is \$69,054.23.

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

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

Resolution adopted this 12th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Wilson Farms Development Co, 2610 Crescentville Rd., West Chester, OH 45069
Great American Insurance Co., 301 E. 4th Street, Cincinnati, OH 45202
Engineer (file)
Bond Agreement file

Resolution

Number 19-1191

Adopted Date September 12, 2019

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH HICKORY WOODS DEVELOPMENT COMPANY, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN WELLINGTON ESTATES SECTION 3 SITUATED IN THE VILLAGE OF MAINEVILLE

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

AGREEMENT

Bond Number	:	19-011 (W/S)
Development	:	Wellington Estates, Section 3
Developer	:	Hickory Woods Development Company, LLC
Township	:	Village of Maineville
Amount	:	\$2,608.60
Surety Company	:	The Guarantee Co. of North America USA (20181288)

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

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

Resolution adopted this 12th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CGB

cc: Hickory Woods Dev. Co., Attn: Josh Blatt, 11025 Hartman Hwy, Cincinnati, OH 45242
Guarantee Co. of North America USA, One Towne Sq. Suite 1470, Southfield, MI 48076
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

19-011 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Hickory Woods Development Company, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and The Guarantee Company of North America USA (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Wellington Estates **Subdivision, Section/Phase 3** (3) (hereinafter the "Subdivision") situated in Village of Maineville (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 \$26,086, and that the Improvements that have yet to be completed and approved may be constructed in the sum of 0; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within n/a 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 \$2608.60 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:

Hickory Woods Development Company, LLC

ATTN Josh Blatt

11025 Reed Hartman Highway

Cincinnati, Ohio 45242

Ph. (513) 745 9019 ext 102

D. To the Surety:
 The Guarantee Company of North America USA

 One Towne Square, Suite 1470

 Southfield, MI 48076

 Ph. (866) 328 - 0567 ext 66248

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.**

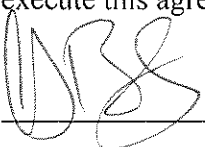
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners 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:

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

SIGNATURE:  _____

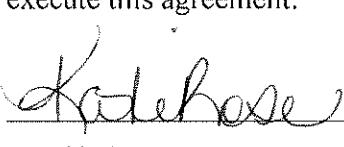
PRINTED NAME: H Joshua Blatt

TITLE: Member

DATE: 8-28-19

SURETY: The Guarantee Company of North America USA

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

SIGNATURE:  _____

PRINTED NAME: Katie Rose

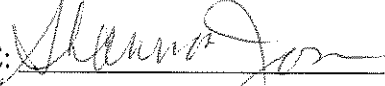
TITLE: Attorney-in-Fact

DATE: August 26, 2019

[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 19-1191, dated 9/12/19.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS


SIGNATURE: 

PRINTED NAME: Sherman Jones

TITLE: President

DATE: 9/12/19

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Mark Nelson, Randal T. Noah, Stella Adams, Mary Beth Milling, Liz Ohl, Nancy Nemece, Tammy Masterson, Evan R. Derr, G. Dale Derr, Karen M. Speed, Katie Rose, Chris McAtee, Julie Siemer Assured Neace Lukens Insurance Agency, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

[Signature of Stephen C. Ruschak]

[Signature of Randall Musselman]

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature of Cynthia A. Takai]

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 26th day of August 2019

[Signature of Randall Musselman]

Randall Musselman, Secretary

Resolution

Number 19-1192

Adopted Date September 12, 2019

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND
11011150

BE IT RESOLVED, to approve the following appropriation adjustment:

\$4,700.00 from #11011150-5400 (Genl Pros Purchased Services)
 into #11011150-5318 (Data Bd Approv Non Cap)

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

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

Resolution adopted this 12th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

MRB/

cc: Auditor
Appropriation Adjustment file
Prosecutor (file)

Resolution

Number 19-1193

Adopted Date September 12, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN DOMESTIC RELATIONS COURT
FUND #11011230

BE IT RESOLVED, to approve the following appropriation adjustment:

\$3,000.00 from 11011230-5910 (Other Expense)
 into 11011230-5317 (Non-Capital Purchases)

\$2,000.00 from 11011230-5910 (Other Expense)
 into 11011230-5210 (Materials & Supplies)

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

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

Resolution adopted this 12th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Domestic Relations (file)

Resolution

Number 19-1194

Adopted Date September 12, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN WARREN COUNTY GARAGE
FUND #11011620

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,200 from #11011620-5102 (Garage Regular Salary)
 into #11011620-5114 (Garage Overtime Pay)

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

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

Resolution adopted this 12th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Garage (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1195

Adopted Date September 12, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN WARREN COUNTY GARAGE
FUND #6619

BE IT RESOLVED, to approve the following appropriation adjustment:

\$7,500 from #66191110-5320 (Vehicle Main. Capital Purchase)
 into #66191110-5102 (Vehicle Main. Regular Salary)

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

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

Resolution adopted this 12th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Garage (file)

Resolution

Number 19-1196

Adopted Date September 12, 2019

OBJECT TO THE CREATION OF THE SAWYER'S MILL PROJECT I INCENTIVE DISTRICT WITHIN THE CITY OF MIDDLETOWN

WHEREAS, on August 30, 2019, this Board received a notice from the City of Middletown, Ohio of its intention to consider and vote upon an ordinance related to the creation of a tax increment financing incentive district (TIF) and the proposed exemption from real property taxation of the increase in the assessed value within the incentive district which includes residential properties within the City of Middletown, Warren County, Ohio; and

WHEREAS, if the TIF ordinance is approved, one-hundred percent (100%) of the real property taxes of the improvements with respect to each parcel will be exempted for a period commencing with the first tax year that begins after the effective date of the TIF ordinance and in which an improvement attributable to a new structure would first approve on the tax list and duplicate of real and public utility property for any parcel within the incentive district were if not for the exemption, and ending on the earlier of thirty (30) years after such commencement or the date of which the City can no longer require service payments in lieu of taxes, either by law, or because the cost of all improvements have been paid, all in accordance with the requirements of ORC Section 5809.40, 5709.42 and 5709.43; and

WHEREAS, the anticipated improvements will include the construction of 17 single-family homes with an estimated true value of improvements of approximately \$4,080,000; and

WHEREAS, pursuant to Ohio Revised Code Section 5709.40 (E)(2), The board of county commissioners, by resolution adopted by a majority of the board, may object to the exemption for the number of years in excess of ten, may object to the exemption for the percentage of the improvement to be exempted in excess of seventy-five per cent, or both. If the board of county commissioners objects, the board may negotiate a mutually acceptable compensation agreement with the legislative authority. In no case shall the compensation provided to the board exceed the property taxes forgone due to the exemption. If the board of county commissioners objects, and the board and legislative authority fail to negotiate a mutually acceptable compensation agreement, the ordinance adopted under division (C)(1) of this section shall provide to the board compensation in the eleventh and subsequent years of the exemption period equal in value to not more than fifty per cent of the taxes that would be payable to the county or, if the board's objection includes an objection to an exemption percentage in excess of seventy-five per cent, compensation equal in value to not more than fifty per cent of the taxes that would be payable to the county, on the portion of the improvement in excess of seventy-five per cent, were that portion to be subject to taxation. The board of county commissioners shall certify its resolution to the legislative authority not later than thirty days after receipt of the notice; and

NOW THEREFORE BE IT RESOLVED, to the object to the exemption for the number of years in excess of ten and to the exemption for the percentage of the improvement to be exempted in

RESOLUTION #19-1196
SEPTEMBER 12, 2019
PAGE 2

excess of seventy-five per cent, as proposed in the creation of the Sawyer's Mill Project 1 Incentive District by the City of Middletown.

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

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

Resolution adopted this 12th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor _____
Economic Development (file)
City of Middletown (certified)