

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

Resolution

Number 20-1738

Adopted Date December 08, 2020

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

WHEREAS, Delainey Max, Investigative Caseworker within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective December 8, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Delainey Max's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$16.79 per hour effective pay period beginning December 19, 2020.

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 20-1739

Adopted Date December 08, 2020

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

WHEREAS, Desiree Dietmeyer, Case Aide within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective December 1, 2020; and

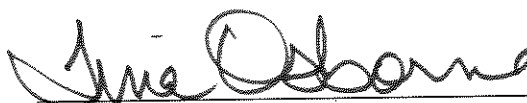
NOW THEREFORE BE IT RESOLVED, to approve Desiree Dietmeyer's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$15.98 per hour effective pay period beginning December 5, 2020.

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 20-1740

Adopted Date December 08, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR CANDACE MILLER WITHIN THE WARREN COUNTY COMMISSIONERS' OFFICE

WHEREAS, Candace Miller, Commissioners' Aide, Warren County Commissioners' Office, has successfully completed a 365-day probationary period, effective December 9, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Candace Miller's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$1,680.96 bi-weekly effective pay period beginning December 19, 2020.

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioner (file)
C. Miller's Personnel File
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1741

Adopted Date December 08, 2020

AMEND RESOLUTION #20-1664 ACCEPTING THE RESIGNATION OF JESSICA BOEMKER WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, pursuant to Resolution #20-1664, adopted November 24, 2020 his Board accepted the resignation of Jessica Boemker effective December 11, 2020; and

WHEREAS, the correct resignation date for Ms. Boemker is December 4, 2020; and


NOW THEREFORE BE IT RESOLVED, to amend resolution #20-1664, adopted November 24, 2020 to reflect the correct rate resignation date of December 4, 2020 and reflect the correct spelling for Jessica Boemker.

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: J. Boemker' Personnel file
Children Services (file)
OMB – Sue Spencer

Resolution

Number 20-1742

Adopted Date December 08, 2020

APPROVE LATERAL TRANSFER OF BRANDON STUHLEMMER FROM THE POSITION OF PROTECTIVE SERVICES CASEWORKER II TO ALTERNATIVE RESPONSE CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

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

NOW THEREFORE BE IT RESOLVED, to approve the lateral transfer of Brandon Stuhlemmer from the position of Protective Services Caseworker II to Alternative Response Caseworker II within the Warren County Department of Job and Family Services, Children Services Division effective December 14 , 2020.

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 20-1743

Adopted Date December 08, 2020

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

WHEREAS, there exists one opening for "Protective Services Caseworker I or II" positions within the Department of Job and Family Services, Children Services Division; and


NOW THEREFORE BE IT RESOLVED, to authorize the posting of the positions of "Protective Services Caseworker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning December 4, 2020.

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
S. Spencer – OMB

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

Resolution

Number 20-1744

Adopted Date December 08, 2020

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETINGS OF THURSDAY
DECEMBER 10, 2020 AND DECEMBER 24, 2020


BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meetings of Thursday,
December 10, 2020 and December 24, 2020.

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor
Commissioners file
Press

Resolution

Number 20-1745

Adopted Date December 08, 2020

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO EXECUTE AN ENGAGEMENT LETTER WITH HURST KELLY AND COMPANY, LLC RELATIVE TO THE ASSEMBLING OF THE COUNTY'S SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR YEAR END 2020

BE IT RESOLVED, to approve and authorize the President of the Board to execute an engagement letter with Hurst Kelly and Company, LLC; copy of said letter as attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/KH

cc: C/A—Hurst Kelly and Company, LLC
Auditor (file)
Tiffany Zindel



HurstKelly
and Company, LLC

Certified Public Accountants

November 11, 2020

Tiffany Zindel, County Administrator
Warren County
406 Justice Drive
Lebanon, Ohio 45036

Dear Tiffany:

This letter confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We will assist Warren County (the County) with assembling, from information provided by the County, the County's Schedule of Expenditures of Federal Awards for the year ended December 31, 2020, for use by the County's external auditing firm. We will not *audit, review, compile* or *prepare* the Schedule of Expenditures of Federal Awards and therefore we will not express an opinion or any other form of assurance on the Schedule of Expenditures of Federal Awards. We also will not issue any kind of report on the Schedule of Expenditures of Federal Awards.

By your signature below, you grant us permission to communicate directly with your external auditing firm and to provide them with access to our work papers. You have confirmed to us that the Schedule of Expenditures of Federal Awards we are assisting the County with assembling is solely for use by your external auditing firm and management and is not intended for use by any other party for any other purpose. By your signature below you agree that the use of the Schedule of Expenditures of Federal Awards we are assisting with assembling is limited to your external auditing firm and those members of management with such knowledge and understanding and that the Schedule of Expenditures of Federal Awards is intended solely for the information and use of such management and is not intended to be and should not be used by any other party.

Mark Hurst is the engagement partner for the limited services specified in this letter. His responsibilities include supervising Hurst, Kelly & Company LLC's services performed as part of this engagement.

Our engagement cannot be relied upon to disclose errors, fraudulent financial reporting, misappropriation of assets, or illegal acts that may exist. Management is solely responsible for the design and operation of the effective internal controls and for complying with all applicable laws and regulations. By your signature below, you understand that we have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You also acknowledge that the services provided do not constitute an arrangement to provide *audit, review, compilation, preparation, or attest* services.

Resolution

Number 20-1746

Adopted Date December 08, 2020

ENTER INTO AGREEMENT EFFECTIVE JANUARY 1, 2021 WITH WW NORTH AMERICA HOLDINGS LLC AS THE WEIGHT MANAGEMENT PROVIDER

WHEREAS, in a continued effort to promote health and wellness to employees and spouses eligible for the Warren County Healthcare Plan and also to contain avoidable cost to the Healthcare Plan, it is the desire of the Board of County Commissioners to enter into an agreement with WW North America Holdings, LLC as the provider of weight management services effective January 1, 2021; and

WHEREAS, also effective January 1, 2021 it is the desire of the Board to no longer participate in the Real Appeal program due to the implementation of this WW program; and

NOW THEREFORE BE IT RESOLVED, to enter into an agreement with WW North America Holdings, LLC, for the provision of weight management services effective January 1, 2021; agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—WW North America Holdings LLC
Horan Associates
Benefits File
Tammy Whitaker, OMB

REGIONAL HEALTH SOLUTIONS AGREEMENT

Date: 1/1/2021

Warren County Board of Commissioners
406 Justice Dr.
Lebanon, Ohio 45036

Attention: _____

Thank you for selecting WW North America Holdings, LCC ("WWNA") as your weight management provider. We look forward to our continued partnership on getting your workforce on the path of a healthy lifestyle.

WWNA and Warren County Board of Commissioners agree to the following:

WWNA will provide the offerings described below to Customer's employees ("Employees") on the terms and conditions.

1. **Offerings.** WWNA shall offer the Health Solutions offerings listed below (the "Offerings") set forth in the Schedules attached hereto, pursuant to the terms and conditions set forth herein and in such Schedules. The Employees shall pay the prices for the Offering selected by such Employees as set forth in the respective Schedule directly to WWNA.
 - a. Workshops + Digital membership, pursuant to Schedule A;
 - b. Digital membership, pursuant to Schedule B;
2. **Fixed Price.** Customer agrees to pay a Fixed Price Fee of \$35,000 per year of the contract. Invoices will be sent to the Customer on a quarterly basis and payments are due within thirty (30) days from the date of the invoice. The Fixed Price will enable the User to receive a 100% reduced price for Workshops + Digital and Digital memberships.
3. If this Agreement terminates while an Employee is participating in one of the Offerings, such Employees shall be entitled to the price negotiated pursuant to this Agreement until the end of the applicable billing period for such Employee. Thereafter, if the Employee does not wish to renew or continue his or her participation in a WWNA program meeting using a Workshops + Digital membership or his or her purchase of a Digital membership, such individual is responsible for cancelling his or her Workshops + Digital or Digital membership. If the Employee does not cancel, he or she will be billed at the then current price in effect at that time for a Workshops + Digital or a Digital membership. WWNA will be responsible for notifying Employees that this Agreement has been terminated and that if any Employee does not cancel his or her Workshops + Digital or Digital membership he or she will be billed at the then current price in effect at that time for a Workshops + Digital or a Digital membership.
4. Each party shall at all times during the term of this Agreement maintain Commercial General Liability Insurance as defined below with available limits of not less than one million dollars (\$1,000,000) each occurrence, (aggregate limit, three million dollars), for bodily injury and property damage combined. Each party shall name the other and its respective subsidiaries as "additional insured" under this coverage. Upon request, each party shall furnish to the other party a standard form Certificate of Insurance evidencing the above coverages and naming the other as an additional insured.
Insurance Requirements for WWNA

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Other Insurance Provisions

1. The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out this Agreement.
2. For any claims related to this contract, the WWNA's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers.
3. WWNA agrees to waive all rights of subrogation against the County, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy to the caused by any work performed by WWNA for the County.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the County.

Verification of Coverage

WWNA shall furnish the County with Certificates of Insurance including all required amendatory endorsements.

5. Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
6. Neither party shall be liable to the other for any indirect, consequential, exemplary, special, incidental or punitive damages (including without limitation, lost business, revenue, profits, or goodwill) arising in connection with this agreement or the provision of services hereunder, under any theory of tort, contract, warranty, strict liability or negligence, even if the party has been advised, knew or should have known of the possibility of such damages.
7. This Agreement shall begin as of the Effective Date and will remain in effect for a period of twenty-four (24) months ("Initial Term"), inclusive of pricing terms. This Agreement will automatically renew for successive twelve-month (12) periods at the end of the Initial Term period unless either party gives ninety (90) days written notice of termination of the Agreement prior to the end of the Initial Term. Subject to the above, WWNA or Customer may propose modifications to the Agreement at any time. Parties must respond to such proposed modifications within 30 days and if agreed to by the parties, such modifications will be reflected in an amendment signed by the parties and will take effect at a mutually agreed-upon implementation date and be included in all subsequent auto-renewals.

8. Neither party shall use directly or indirectly, for its own use or benefit the Confidential Information of the other party or disclose such Confidential Information to any third party. Confidential Information means all non-public confidential and/or proprietary information, in any form, conceived or made pursuant to this Agreement or delivered by a disclosing party or its affiliates to a receiving party, its officers, directors, agents, and employees. The receiving party is under no obligation with respect to information which (i) at the time of disclosure is available to the general public, (ii) becomes at a later date available to the general public through no fault of the receiving party but only after the information becomes available to the general public, (iii) receiving party can demonstrate was in its possession before receipt from Disclosing Party, (iv) receiving party can demonstrate was independently developed, or (v) is disclosed to receiving party without restriction on disclosure by a third party who has the lawful right to such information. In the event that either party or anyone to whom either Party transmits the Confidential Information pursuant to this Agreement receives notification of a legal requirement to disclose or becomes legally compelled to disclose any of the Confidential information, whether by deposition, interrogatory, request for documents, subpoena, or other similar legal, administrative, or other process, the receiving party agrees to notify, to the extent reasonably possible, the Disclosing Party of its compliance with such a request.

9. Neither party shall use any intellectual property, including without limitation any program, service, trademark, trade name, color combination, insignia, or device of the other party (the "Intellectual Property"), without prior written approval by the other party in that party's sole discretion. No right, property, license, permission, or interest of any kind in or to the use of any Intellectual Property owned or used by either party or its affiliates is intended to be given, transferred to, or acquired by the other party by the execution or performance of this Agreement or any part thereof.

10. Both parties will work together in good faith and expeditiously to promote the workshops to Customer's Employees. WWNA will provide materials that can be used as internal communications. Any deviation from the WWNA-provided materials cannot be made without the express written consent of WWNA. This paragraph does not apply to materials Customer has created for its own programs, provided that such materials do not contain any reference to the WWNA program, WWNA, or WWNA's or its affiliates' trademarks. WWNA agrees to provide standard aggregate reporting to Customer.

11. This Agreement may be amended or modified only by a written agreement signed by both parties. This Agreement shall be governed and construed by the laws of the State of Ohio without regard to its conflict of laws principles. This Agreement represents the entire understanding of the agreement between Customer and WWNA and supersedes all prior oral and written agreements between the parties. Each party and its employees, agents and representatives shall comply with all applicable federal, state and local laws, statutes and regulations.

WW North America Holdings, LLC	[]
By: <small>DocuSigned by:</small> <i>Tim Patno</i> <small>EA41C30CB1544C1</small>	By: <i>[Signature]</i>
Print Name: <u>Tim Patno</u>	Print Name: <u>David Young</u>
Title: <u>VP Sales - Health solutions</u>	Title: <u>President</u>

WITNESSED AS TO FLIM
Keith W. Anderson
 Keith W. Anderson
 Attorney - Not a Lawyer

Date: 12/1/2020

Date:

Schedule A
Workshops + Digital

A pricing plan that enables Employees to attend unlimited Workshops each month, valid at participating areas only, and free access to the Digital membership product. Pursuant to Section 3, billing on this plan continues automatically until cancelled by the Employee.

Offering	Strategic Price	100% Subsidy	Pricing for Employees
Workshops + Digital	\$40per month		\$0

Refunds to Employees shall be provided to Employees according to WWNA's Workshops + Digital refund policy in existence at the time of the request for a refund. WWNA's refund policy is contained on the weightwatchers.com website.

**Schedule B
Digital Membership**

Through this Offering, Employees will be able to sign up for the Digital membership product at the prices below. Pursuant to Section 3, billing on this plan continues automatically until cancelled by the Employee.

Offering	Strategic Price	100% Subsidy	Pricing for Employees
Digital Membership	\$18 per month		\$0

Refunds to Employees shall be provided to Employees according to WWNA's Digital membership refund policy in existence at the time of the request for a refund. WWNA's refund policy is contained on the weightwatchers.com website.

AFFIDAVIT OF NON COLLUSION

STATE OF Florida
COUNTY OF Broward

I, Tim Patno, holding the title and position of VP Sales - Health Solutions at the WW North America Holdings, Inc. affirm that I am authorized to speak on behalf of the company in setting the prices contained in the contract, bid or proposal submitted to the Warren County Board of Commissioners. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

AFFIANT

Subscribed and sworn to before me this _____ day of _____ 20 _____

(Notary Public),

_____ County.

My commission expires _____ 20 _____

AFFIDAVIT OF NON COLLUSION

STATE OF Florida
COUNTY OF Broward

I, Tim Patno, holding the title and position of VP sales - Health solutions at the WW North America Holdings, Inc. affirm that I am authorized to speak on behalf of the company in setting the prices contained in the contract, bid or proposal submitted to the Warren County Board of Commissioners. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

DocuSigned by:
Tim Patno
AFFIANT FA41C3DCB1544C1...

Subscribed and sworn to before me this _____ day of _____ 20 _____

(Notary Public),

_____ County.

My commission expires _____ 20 _____

Resolution

Number 20-1747

Adopted Date December 08, 2020

ADVERTISE NOTICE OF DISADVANTAGED BUSINESS ENTERPRISE GOAL AND TITLE VI OF THE CIVIL RIGHTS ACT FOR WARREN COUNTY TRANSIT

WHEREAS, Warren County operates a public transportation system which is funded in part with grants from the Federal Transit Administration and the Ohio Department of Transportation; and

WHEREAS, as a requirement of the Transit Program, Warren County must adopt a Disadvantaged Business Enterprise (DBE) Program and establish a DBE goal for each fiscal year; and

WHEREAS, as a requirement of the Transit Program, Warren County must publicize compliance with Title VI of the Civil Rights Act; and

WHEREAS, under the guidelines of the Transit Program, it is required that the general public, as well as any interested public, private, and paratransit operators, including taxi operators, is given notice regarding the Disadvantaged Business Enterprise (DBE) goal and an opportunity to comment on said goal; and

WHEREAS, under the guidelines of the Transit Program, it is required that Warren County publicize compliance with Title VI of the Civil Rights Act; and

NOW THEREFORE BE IT RESOLVED, to publish in a newspaper of general circulation the notice of Warren County Transit's DBE goal; said notice to appear for one week; and

BE IT FURTHER RESOLVED, to publish in a newspaper of general circulation the notice of Warren County Transit's notice of compliance with Title VI of the Civil Rights Act

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Transit (file)

Resolution

Number 20-1748

Adopted Date December 08, 2020

APPROVE NOTICE OF INTENT TO AWARD BID TO GARBER ELECTRICAL CONTRACTORS, INC. FOR THE WARREN COUNTY ENGINEER'S OFFICE GENERATOR SYSTEM PROJECT

WHEREAS, bids were closed at 10:00 a.m., November 10, 2020, and the bids received were opened and read aloud for the Warren County Engineer's Office Generator System Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Trevor Hearn, Warren County Director of Facilities Management, Garber Electrical Contractors, Inc., has been determined to be the lowest and best bidder; and

WHEREAS, Garber Electrical Contractors, Inc., was the best bidder with a total bid price of \$59,940.00; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of Neil F. Tunison, that it is the intent of this Board to award the contract to Garber Electrical Contractors, Inc., 100 Rockridge Rd., Englewood, Ohio, for a total bid price of \$59,940.00; and


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

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KH\

cc: Facilities Management (file)
OMB Bid file

Resolution

Number 20-1749

Adopted Date December 08, 2020

APPROVE AND AUTHORIZE WARREN COUNTY TRANSIT SERVICE PROGRAM MANAGER TO SIGN THE ELDERLY AND DISABLED TRANSIT FARE ASSISTANCE GRANT CONTRACT BY AND BETWEEN THE OHIO DEPARTMENT OF TRANSPORTATION AND THE WARREN COUNTY BOARD OF COMMISSIONERS

WHEREAS, an electronic signature is required to participate in the Elderly and Disabled Transit Fare Assistance Grant Contract No. EHTA-4089-GR2-211 with the Ohio Department of Transportation; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize Susanne Mason, as the Program Manager of the Warren County Transit Service, to electronically sign the Elderly and Disabled Transit Fare Assistance Grant Contract No. EHTA-4089-GR2-211 with the Ohio Department of Transportation, on behalf of the Warren County Board of County Commissioners, as attached and made a part hereof; and

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

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: C/A—ODOT
Transit (file)
ODOT



OHIO DEPARTMENT OF TRANSPORTATION

ELDERLY AND DISABLED TRANSIT FARE
ASSISTANCE PROGRAM

GRANT CONTRACT

BETWEEN

WARREN COUNTY BOARD OF COMMISSIONERS

AND THE

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

CONTRACT NO. EHTA-4089-GR2-211

STATE OF OHIO, DEPARTMENT OF TRANSPORTATION
OFFICE OF TRANSIT
ELDERLY AND DISABLED TRANSIT FARE ASSISTANCE GRANT CONTRACT
CONTRACT NO. EHTA-4089-GR2-211

In consideration of the mutual covenants, promises, representations, and warranties set forth herein, the State of Ohio, Department of Transportation and Warren County Board of Commissioners agree as follows.

ARTICLE I

DEFINITIONS

The following words and terms as used herein shall have the following meanings unless the context or use indicates a different meaning:

Administrator: the Administrator of ODOT's Office of Transit.

Contract: this Contract, which is identified as Contract No. EHTA-4089-GR2-211

Disabled: any person with a mental or physical impairment limiting one or more major life functions as defined by the Americans with Disabilities Act (ADA Act) 49 CFR Part 37.

Elderly: any person 65 years of age or older.

Fiscal Year or FY: the State of Ohio fiscal year, July 1 through June 30.

Grant Contract: a Program grant contract, including but not limited to this Contract.

Grantee: Warren County Board of Commissioners.

Private Non-Profit Organization: an Ohio not-for-profit corporation as defined in Chapter 1702 of the Ohio Revised Code and is designated by a Board of County Commissioners to provide public transit service.

Program: the Elderly and Disabled Transit Fare Assistance Program funded by Am. Sub. H.B. 62 enacted by the 133rd Ohio General Assembly which provides state funds for reduced fares.

Project Contractor: an independent supplier of public transit service, whether public, private or private nonprofit, which has an agreement with the Grantee to offer reduced fares.

Public Transit Service: a publicly owned or operated transportation system using buses, rail vehicles or other surface conveyances to provide transportation service to the general public on a regular and continuing basis, and receive State or Federal funding through the Rural Transit Program or the Urban Transit Program.

Reduced Fare: a fare offered by the public transportation system for elderly and people with disabilities which is no greater than one-half (1/2) the regular adult fare.

Regular Adult Fare: the lowest fare for a one way trip that has a one-half (1/2) fare option for persons who are elderly or for persons who have a disability.

Service Area: Warren County.

ARTICLE II

SECTION 1. PURPOSE OF CONTRACT: The purpose of this Contract is to reimburse public transportation systems who offer reduced fares to the elderly and disabled in accordance with the program policy and procedure.

SECTION 2. SCOPE OF PROJECT: The Grantee shall apply all grant funds provided under this contract to the costs incurred in the provision of public transit service within Warren County.

The Grantee shall undertake reasonable marketing efforts to ensure that elderly people and people with disabilities in the service area are made aware of the reduced fares.

SECTION 3. GRANT FUNDS: ODOT agrees to provide Grant Funds to the Grantee for the Project in the amount of Thirty Six Thousand, Five Hundred Sixty-One Dollars (\$36,561).

Legislative or administrative action may reduce Program funds available to ODOT for administration of this Contract. In the event such action occurs at any time before ODOT has made final payment under this Contract, ODOT shall be relieved of its obligation to pay the amount stated in the first sentence of this Section and shall be required to pay only such amount as it may determine.

Pursuant to Ohio Revised Code (ORC) Section 126.07, this agreement shall be valid and enforceable only if funds are appropriated and the Director of OBM certifies that there is a balance in the appropriation not previously obligated to pay existing obligations. In pertinent part, Section 126.07 states the following:

"No contract, agreement or obligation involving the expenditure of money chargeable to an appropriation, nor any resolution or order for the expenditure of money chargeable to an appropriation shall be valid and enforceable unless the Director of Budget and Management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations."

Payment of grant funds is subject to an appropriation and certification in accordance with requirements of ORC Section 126.07, as in effect on July 1 of the program fiscal year.

SECTION 4. METHOD OF PAYMENT TO GRANTEE: ODOT shall pay the Grantee the amount of grant funds specified in Section 3 in accordance with the program policy and procedure.

SECTION 5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL REQUIREMENTS: The Grantee and all Project Contractors shall fully comply with all federal, state and local laws, rules, ordinances, executive orders, and other legal requirements as they apply to public transportation systems and public transit service.

SECTION 5.1 OHIO ETHICS LAW: Grantee agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics Law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION 5.2 OHIO ELECTIONS LAW: Grantee affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

SECTION 6. SERVICE CHANGES: The Grantee shall submit to the Administrator a report of all fare changes and any significant trends or developments during the period covered by the grant which have occurred as a result of the Program.

The Grantee shall submit all other information requested by ODOT or its agents.

SECTION 7. PROJECT ADMINISTRATION: Upon request by ODOT the Grantee shall return any overpayment of grant funds to ODOT not later than forty-five days after notice by ODOT that an overpayment to the Grantee has occurred.

The Grantee shall permit ODOT or any of its agents to inspect offices, records, books, operations, vehicles and facilities of the Grantee and of all Project Contractors.

SECTION 8. CHANGE IN CONDITIONS OR LAW AFFECTING PERFORMANCE: The Grantee shall immediately notify ODOT of any change in conditions or local law or of any other event which may affect its ability to carry out its responsibilities in accordance with the provisions of the Contract.

SECTION 9. DEFAULT: Neglect or failure of the Grantee to comply with any of the terms, provisions or conditions of this Contract or of any other grant contract entered into between ODOT and the Grantee or failure of any representation made to ODOT by the Grantee in connection with any such contract to be true shall be an event of default, whether or not payment of grant funds has been fully or partially made.

Whenever any event of default has occurred, ODOT may (a) decline to make any further payments under this Contract to the Grantee, and (b) require reimbursement from the Grantee of all or any portion of the grant funds for any period of time that the Grantee has been in default.

No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity.

No delay or omission to exercise any right or option accruing to ODOT upon any default by the Grantee shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

SECTION 10. NO ADDITIONAL WAIVER IMPLIED: If any term, provision or condition contained in this Contract is breached by either the Grantee or ODOT and thereafter such breach is waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed

to waive any other breach hereunder.

SECTION 11. SEVERABILITY: If any provision of this Contract is held to be invalid or unenforceable by a court jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Contract. All provisions of this Contract shall be deemed severable.

SECTION 12. REPRESENTATIONS AND WARRANTIES MADE BY GRANTEE: The Grantee hereby represents and warrants that it is a county transit board or regional transit authority established pursuant to Chapter 306 of the Ohio Revised Code, a county, a municipality or a private nonprofit corporation and that it has full power and authority to enter into this Contract and to perform its obligations hereunder.

SECTION 13. PROGRAM POLICY AND PROCEDURE: The current Policy and Procedure for the Elderly and Disabled Transit Fare Assistance Program as determined by ODOT are incorporated into this grant agreement in its entirety.

SECTION 14. FINDINGS FOR RECOVERY: No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved as defined by the Attorney General.

SECTION 15. OFFER; EFFECTIVE DATE: When transmitted by ODOT to the Grantee, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT by the Grantee within thirty days of such transmittal, unless an extension is granted in writing by the Administrator at the request of the Grantee. This Contract shall become effective upon its execution by ODOT and the Grantee, and the obligations of the parties hereunder shall then begin.

SECTION 16. GOVERNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES: The Grantee affirms to have read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, ODOT reserves the right to recover any funds paid for services the Grantee performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided ODOT in this Contract. The Executive Order is provided as an attachment and also is available at the following website: (<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>).

The Grantee agrees to complete the attached Executive Order 2019-12D Affirmation and Disclosure Form, which is incorporated and becomes a part of this Contract.

SECTION 17. - ASSIGNMENT/DELEGATION: The Grantee will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

SECTION 18. MODIFICATIONS: This grant and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by ODOT and the Grantee.

SECTION 19. INDEPENDENCE OF GRANTEE: In no event shall the Grantee or any of its employees, agents, contractors, subcontractors, or Project Contractors be considered agents or employees of ODOT, the State, or US Dot.

The Grantee agrees that none of its employees, agents, contractors, subcontractors, or Project Contractors will hold themselves out as, or claim to be, agents, officers, or employees of ODOT, the State or US DOT and will not by reason of any relationship with ODOT or US DOT make any claim, demand, or application to or for any right or privilege applicable, but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, social security coverage, or retirement membership or credit.

SECTION 20. CONTRACTS OF THE GRANTEE: The Grantee shall not enter into any contract for assistance in the provision, operation, or management of transportation services for the Projects without the express prior written consent of ODOT.

SECTION 21. CONTRACT DISPUTE RESOLUTION: In the event of a dispute in the interpretation of the provisions of this Contract, such dispute shall be settled through negotiation between the Administrator and the Grantee. If no agreement is reached, the dispute will be referred to the Ohio Attorney General, Transportation Section, for final resolution.

The Grantee shall avail itself of all legal and equitable remedies under any third party contract which relates to the Projects and shall notify the Administrator of any current or prospective litigation pertaining to any such third party contract.

The Grantee hereby agrees that US DOT and ODOT shall receive, respectively through ODOT, the Federal share and State share of any proceeds derived from any third party recovery.

SECTION 22. DRUG-FREE WORK PLACE: Grantee agrees to comply with all applicable State and Federal laws regarding a drug-free work place. Grantee shall make a good faith effort to ensure that its employees will not purchase, transfer, use, or possess illegal drugs, or abuse prescription drugs in any way.

SECTION 23. FEDERAL NONDISCRIMINATION REQUIREMENTS:

Grantee agrees to ensure that disadvantaged business enterprises, as such are defined in 49 CFR PART 26, will have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided in conjunction with this agreement. Pursuant to 49 CFR 26.13(b), Grantee agrees not to discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. Grantee agrees to carry out applicable requirements of 49 CFR PART 26 in the award and administration of DOT-assisted contracts. Grantee understands that failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Ohio Department of Transportation deems appropriate.

During the performance of this agreement, the Grantee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. The CONTRACTOR will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future). 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 of Compensation; and Selection for Training including Apprenticeship.
2. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination

clause. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future).

3. The CONTRACTOR agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. CONTRACTOR shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the CONTRACTOR's compliance with Title VI.
4. **Compliance with Regulations:** The CONTRACTOR (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
5. **Non-discrimination:** The CONTRACTOR, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of Sub-contractors, including procurements of materials and leases of equipment. The CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in paragraph 10 below, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
6. **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the CONTRACTOR for work to be performed under a sub-contractor, including procurements of materials, or leases of equipment, each potential sub-contractor or supplier will be notified by the CONTRACTOR of the CONTRACTOR's obligations under this Agreement and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency.
7. **Information and Reports:** The CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
8. **Sanctions for Noncompliance:** In the event of a CONTRACTOR's noncompliance with the Nondiscrimination provisions of this Agreement, ODOT will impose such Agreement sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the CONTRACTOR under the Agreement until the CONTRACTOR complies; and/or
 - b. cancelling, terminating, or suspending of the Agreement, in whole or in part.

9. Incorporation of Provisions: The CONTRACTOR will include the provisions of paragraphs one through nine in every sub-contractor, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The CONTRACTOR will take action with respect to any sub-contractor or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONTRACTOR becomes involved in, or is threatened with litigation by a Sub-contractor, or supplier because of such direction, the CONTRACTOR may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.
10. During the performance of this contact, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and CONTRACTOR's, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes

discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)

- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 *et seq.*) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. 4301-4333) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (29 CFR Part 1635, 42 U.S.C. 2000ff)

SECTION 24. GOVERNING LAWS: This agreement and any claims arising out of this agreement shall be governed by the laws of the State of Ohio. Any provision of this agreement prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this agreement or the performance thereunder shall be brought only in the courts of Ohio, and the owner hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

SECTION 25. NOTICE: Notice under this Agreement shall be directed as follows:

IF TO GRANTEE
Warren County Board of Commissioners
County Admin Bldg 406 Justice Dr
Lebanon, Ohio 45036

IF TO ODOT
Ohio Department of Transportation
1980 West Broad Street
Columbus, Ohio 43223

SECTION 26. SIGNATURES: Any person executing this Contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Contract on such principal's behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Contract via fax or email. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

The parties have executed this contract as of the day and year last written below.

FOR THE GRANTEE:

By: _____
Print Name: David Yancy
Title: President
Date: 12/08/20

Ken W. Allen

**STATE OF OHIO,
DEPARTMENT OF TRANSPORTATION:**

By: _____
Jack Marchbanks, Ph.D., Director

Date: _____

**For Use by Office of Chief Legal
Counsel Only:**

Date Received:

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

Resolution

Number 20-1750

Adopted Date December 08, 2020

AUTHORIZE PRESIDENT OR VICE PRESIDENT OF THIS BOARD TO SIGN THE PRE-AWARD CONDITION FORMS ASSOCIATED WITH THE GRANT PROGRAMS OF THE DEPARTMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE

WHEREAS, the Warren County Sheriff's Office applies for grant funding through the Department of Justice Office of Justice Programs Bureau of Justice Assistance, and

WHEREAS, the DOJ BJA has *Pre-Award Condition Forms For Government/Public and Private Agencies* document that is affiliated with all funding through that department, and

WHEREAS, said document needs to be updated and on file with the DOJ BJA for each application.

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to sign the *Pre-Award Condition Forms For Government/Public and Private Agencies* for Grant Number 2020-VD-BX-0088, as attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: OGA (file)
Sheriff's Office (file)

Pre-Award Condition Forms
For Government/Public and Private Agencies

- **EEO Certification Form**
 - Complete either Section A, or Section B, or Section C, not all three.
 - Obtain signature from the appropriate official from either the implementing agency or subgrantee agency.

- **Civil Rights and EEOP Questions Part 1 Form**
 - Complete this form in its entirety.
 - The responses should be based on the implementing agency.
 - A signature is not required on this form.
 - Each implementing agency must designate a person to be the civil rights point of contact. The point of contact must take the federal civil rights training at <https://ojp.gov/about/ocr/assistance.htm> and then train implementing agency staff members. Please name the point of contact in the space below. By signing the pre-award condition form, agencies are certifying the civil rights training will be completed and this pre-award condition is being met. The training does not need to take place as part of the pre-award condition process, however it must be completed by the second quarter of the grant.
 - Name of civil rights point of contact Sgt. Randy Asencio

- **Standard Assurances Form**
 - This form should be reviewed in its entirety by the project director and authorizing officials for the implementing agency and subgrantee agency.

- **Special Conditions Form**
 - This form should be reviewed in its entirety by the project director and authorizing officials for the implementing agency and subgrantee agency.

- **System for Award Management Profile**
 - The System for Award Management is the official U.S. government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. Your agency registration/profile is required to be active throughout the grant project period and renewed annually. The profile can be renewed at <https://www.sam.gov/portal/public/SAM>. Please provide proof that your agency is registered and currently designated as active by uploading a copy of the Entity Overview or Entity Record on the pre-award condition page within the online grants management system.

- **Contact Information**
 - There is no form associated with this condition; however, all projects are responsible for keeping contact information current. Correspondence will often be sent through the online grants management system to the project director listed for the “organization”. This is not the same as the project director listed on the title page. For more information on the organization project director, please refer to the user guide. It is also the project director’s responsibility to ensure title page information is updated as well to keep records current. Please contact your grants coordinator with any questions.


□ **Conflicts of Interest**

- Subrecipients are required to use Federal funds in the best interest of the award program. Decisions related to these funds must be free of undisclosed personal or organizational conflicts of interest, both in fact and in appearance. Subrecipients are required to disclose in writing any potential conflict of interest to your grant-making component or pass-through entity, as applicable. See the Federal Financial Guide 2 C.F.R. § 200.112.

□ **Suspension/Disbarment**

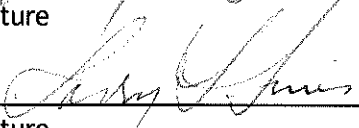
By signing the Pre-Award Condition Forms subgrantees are certifying that their organization and any organization they are working with as a consultant/contractor is not suspended or disbarred or otherwise found to be ineligible for participating in Federal assistance programs. No organization may participate in these programs in any capacity or be a recipient of Federal funds designated for these programs if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." (See 45 CFR 75.212.)

By signing below, the project director, implementing agency authorized official and subgrantee authorized official acknowledge that they have read and understand the above information and attached forms.




Signature

12-2-2020 Project Director
Date



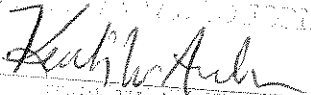
Signature

12-2-2020 Implementing Agency Authorized Official
Date



Signature

12/8/20 Subgrantee Agency Authorized Official
Date

APPROVED FOR SIGNATURE

Mark W. Thompson
Act. Deputy Dir. Agency

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEO) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: Larry L SimsL		DUNS Number: 102546624
Address: 822 Memorial Drive Lebanon, Ohio 45036		
Grant Title: 2020 Coronavirus Emergency	Grant Number: 2020-CELEF2224	Award Amount: 31,155.00
Name and Title of Contact Person: Sheriff Larry L Sims		
Telephone Number: 513-695-1280	E-Mail Address: lisa.dickerson@wcsooh.org	

Section A—Declaration Claiming Complete Exemption from the EEO Requirement

Please check all the following boxes that apply:

- Recipient has less than fifty employees. Recipient is an Indian tribe. Recipient is a medical institution.
 Recipient is a nonprofit organization. Recipient is an educational institution. Recipient is receiving an award less than \$25,000.

I, _____ [responsible official],
certify that _____ [recipient] is
not required to prepare an EEO for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.
I further certify that _____ [recipient]
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of
services.

Print or Type Name and Title _____ Signature _____ Date _____

Section B—Declaration Claiming Exemption from the EEO Submission Requirement and Certifying That an EEO Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEO to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Sheriff Larry L Sims _____ [responsible official],
certify that the Warren County Sheriff's Office _____ [recipient],
which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than
\$500,000, has formulated an EEO in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last
twenty-four months, the proper authority has formulated and signed into effect the EEO and, as required by applicable
federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for
Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEO is on file at the following office:
Warren County Office of Management and Budget _____ [organization],
406 Justice Drive Lebanon, Ohio 45036 _____ [address].

Larry L. Sims, Sheriff _____ Signature _____ Date 12-2-2020
Print or Type Name and Title _____

Section C—Declaration Stating that an EEO Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEO Utilization Report to the OCR for review.

I, _____ [responsible official],
certify that _____ [recipient],
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEO in
accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the
Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title _____ Signature _____ Date _____

OCJS
CIVIL RIGHTS & EEOP QUESTIONS
APPENDIX B - PART I PRE-AWARD CONDITION

SECTION 1: BACKGROUND

1. How many full-time and part time employees are employed by the agency? 207
2. If the agency uses volunteers, approximately how many does the agency have per year? (please count any volunteers separately from paid employees) 0

SECTION 2: EEOP QUESTIONS

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§ 42.301-.308, does the subrecipient have an EEOP on file for review?
 Yes No
 - a. If yes, on what date did the subrecipient prepare the EEOP? By-Annually
2. Has the subrecipient submitted a Certification Form to the OCR certifying compliance with the EEOP requirements?
 Yes No
 - a. If yes, on what date did the subrecipient submit the Certification Form? By-Annually

SECTION 3: CIVIL RIGHTS COMPLAINTS, LAWSUITS¹, OR FINDINGS

***ANY COMPLAINTS, LAWSUITS, OR FINDINGS THAT HAVE OCCURRED AGAINST THE GRANTEE WITHIN THE 3 YEARS PRIOR TO THE AWARD DATE MUST BE REPORTED**

If more than one complaint or lawsuit has been filed or more than one finding has been issued, the information requested in questions 1. through 1.d below must be provided for EACH complaint, lawsuit, or finding. Several forms may be needed depending on the volume of complaints.

¹ *Please note: Any lawsuit brought against a police department that alleges violations of civil rights under color of state law (often referred to as § 1983 Actions) MUST be reported in addition to any other complaints, lawsuits or findings. Subrecipient must include the party names, case number, and a short synopsis of the facts and the alleged civil rights violations.

1. Has the agency had any civil rights complaints or civil rights *lawsuits or findings from any state or federal court OR investigative or administrative agency such as the Ohio Civil Rights Commission, Equal Employment Opportunity Commission, or any other administrative agency? (If the answer is yes, please proceed to a – d below. If the answer is no, skip to “Posting Notification” and the questions that follow it.)

Yes No

If yes, circle whichever applicable: **complaint** **lawsuit** **finding**

a. Was the complaint/lawsuit/finding filed or brought by employee(s) of the agency or beneficiaries of services you provide?

Employees _____

Beneficiaries _____

b. Does the complaint/violation/lawsuit involve discrimination based on *{indicate all that apply}*:

- race _____
- color _____
- national origin _____
- religion _____
- gender _____
- disability _____
- age _____
- sexual preference _____
- gender identity (or expression) _____
- limited English proficiency (LEP) _____
- other (please explain) _____

c. What is the current status of the complaint/lawsuit/*finding?
{summarize in the space below}

***If there is a finding by an administrative or investigative agency, what were the recommendations of the agency overseeing the investigation and have those recommendations been met? If not yet met, what is the timeline for meeting those recommendations?**

d. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the subrecipient issued by a federal or state court or federal or state administrative agency on the grounds of race, color, national origin, religion, gender, disability, or age?

Yes No

If no, notify the grantee that they are required to notify OCR and that they must do so immediately as OCJS is required to report the subrecipient.

Section 3: Civil Rights Complaints, Lawsuits or Findings

1. Has the agency had any civil rights complaints or civil rights *lawsuits or findings from any state or federal court OR investigative or administrative agency such as the Ohio Civil Rights Commission, Equal Employment Opportunity Commission, or any other administrative agency? (If the answer is yes, please proceed to a – d below. If the answer is no, skip to “Posting Notification” and the questions that follow it.)

Yes

No

If yes, circle whichever applicable: **complaint** lawsuit **finding**

a. Was the complaint/lawsuit/finding filed or brought by employee(s) of the agency or beneficiaries of services you provide?

Employees _____ Beneficiaries X

b. Does the complaint/violation/lawsuit involve discrimination based on {indicate all that apply):

- race
- color
- national origin
- religion
- gender
- disability
- age
- sexual preference
- gender identity (or expression)
- limited English proficiency (LEP)
- other (please explain) *Inmate alleges lack of medical care*

c. What is the current status of the complaint/lawsuit/*finding?

{summarize in the space below}

***If there is a finding by an administrative or investigative agency, what were the recommendations of the agency overseeing the investigation and have those recommendations been met? If not yet met, what is the timeline for meeting those recommendations?**

Adam Hall was an inmate in our jail when in need of medical care. It was later determined he had a cyst that caused paralysis. A lawsuit was filed in Federal Court 1:17-CV-00627. This case was settled with payment by our medical service provider. The Warren County Sheriff's Office was dismissed from this suit.

d. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the subrecipient issued by a federal or state court or federal or state administrative agency on the grounds of race, color, national origin, religion, gender, disability, or age?

Yes

No

If no, notify the grantee that they are required to notify OCR and that they must do so immediately as OCJS is required to report the subrecipient.

Section 3: Civil Rights Complaints, Lawsuits or Findings

1. Has the agency had any civil rights complaints or civil rights *lawsuits or findings from any state or federal court OR investigative or administrative agency such as the Ohio Civil Rights Commission, Equal Employment Opportunity Commission, or any other administrative agency? (If the answer is yes, please proceed to a – d below. If the answer is no, skip to “Posting Notification” and the questions that follow it.)

Yes

No

If yes, circle whichever applicable: **complaint** **lawsuit** **finding**

a. Was the complaint/lawsuit/finding filed or brought by employee(s) of the agency or beneficiaries of services you provide?

Employees _____ Beneficiaries _____

b. Does the complaint/violation/lawsuit involve discrimination based on {indicate all that apply}:

- race
- color
- national origin
- religion
- gender
- disability
- age
- sexual preference
- gender identity (or expression)
- limited English proficiency (LEP)

other (please explain) *Inmate alleges sexually assaulted by Corrections Officer*

c. What is the current status of the complaint/lawsuit/*finding?

{summarize in the space below}

***If there is a finding by an administrative or investigative agency, what were the recommendations of the agency overseeing the investigation and have those recommendations been met? If not yet met, what is the timeline for meeting those recommendations?**

Cheryl Luke filed a lawsuit in Federal Court alleging she was sexually assaulted by correction's Officer David Johnson while in the Warren County Jail. Case number 1:17-cv-63. Filed 01-30-17. This lawsuit is still pending a request for Summary Judgment on our behalf.

d. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the subrecipient issued by a federal or state court or federal or state administrative agency on the grounds of race, color, national origin, religion, gender, disability, or age?

Yes

No

If no, notify the grantee that they are required to notify OCR and that they must do so immediately as OCJS is required to report the subrecipient.

Section 3: Civil Rights Complaints, Lawsuits or Findings

1. Has the agency had any civil rights complaints or civil rights *lawsuits or findings from any state or federal court OR investigative or administrative agency such as the Ohio Civil Rights Commission, Equal Employment Opportunity Commission, or any other administrative agency? (If the answer is yes, please proceed to a – d below. If the answer is no, skip to “Posting Notification” and the questions that follow it.)

Yes

No

If yes, circle whichever applicable: **complaint** lawsuit **finding**

a. Was the complaint/lawsuit/finding filed or brought by employee(s) of the agency or beneficiaries of services you provide?

Employees _____ Beneficiaries X

b. Does the complaint/violation/lawsuit involve discrimination based on {indicate all that apply):

- race
- color
- national origin
- religion
- gender
- disability
- age
- sexual preference
- gender identity (or expression)
- limited English proficiency (LEP)

other (please explain) *Inmate hung himself in our jail*

c. What is the current status of the complaint/lawsuit/*finding?

{summarize in the space below}

***If there is a finding by an administrative or investigative agency, what were the recommendations of the agency overseeing the investigation and have those recommendations been met? If not yet met, what is the timeline for meeting those recommendations?**

Bonita Stewart filed a lawsuit in Federal Court 1:17-CV-00084 . Her son, Justin Stewart was an inmate in our jail and hung himself dying while in custody. The lawsuit was dismissed.

d. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the subrecipient issued by a federal or state court or federal or state administrative agency on the grounds of race, color, national origin, religion, gender, disability, or age?

Yes

No

If no, notify the grantee that they are required to notify OCR and that they must do so immediately as OCJS is required to report the subrecipient.

Section 3: Civil Rights Complaints, Lawsuits or Findings

1. Has the agency had any civil rights complaints or civil rights *lawsuits or findings from any state or federal court OR investigative or administrative agency such as the Ohio Civil Rights Commission, Equal Employment Opportunity Commission, or any other administrative agency? (If the answer is yes, please proceed to a – d below. If the answer is no, skip to “Posting Notification” and the questions that follow it.)

Yes

No

If yes, circle whichever applicable: **complaint** **lawsuit** **finding**

a. Was the complaint/lawsuit/finding filed or brought by employee(s) of the agency or beneficiaries of services you provide?

Employees X Beneficiaries

b. Does the complaint/violation/lawsuit involve discrimination based on {indicate all that apply}:

- race
- color
- national origin
- religion
- gender
- disability
- age
- sexual preference
- gender identity (or expression)
- limited English proficiency (LEP)
- other (please explain)

c. What is the current status of the complaint/lawsuit/*finding?

{summarize in the space below}

***If there is a finding by an administrative or investigative agency, what were the recommendations of the agency overseeing the investigation and have those recommendations been met? If not yet met, what is the timeline for meeting those recommendations?**

Female Corrections Officer LaRhonda filed a lawsuit 17-CV-00817 for sexual discrimination. Our labor agreement and jail policies require a certain number of female officers on duty on every shift due to our female inmate population and per Ohio Minimum Jail Standards. We filed a summary judgment that was ruled in our favor and the lawsuit was dismissed.

d. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the subrecipient issued by a federal or state court or federal or state administrative agency on the grounds of race, color, national origin, religion, gender, disability, or age?

Yes

No

If no, notify the grantee that they are required to notify OCR and that they must do so immediately as OCJS is required to report the subrecipient.

Section 3: Civil Rights Complaints, Lawsuits or Findings

1. Has the agency had any civil rights complaints or civil rights *lawsuits or findings from any state or federal court OR investigative or administrative agency such as the Ohio Civil Rights Commission, Equal Employment Opportunity Commission, or any other administrative agency? (If the answer is yes, please proceed to a – d below. If the answer is no, skip to “Posting Notification” and the questions that follow it.)

Yes

No

If yes, circle whichever applicable: complaint lawsuit finding

a. Was the complaint/lawsuit/finding filed or brought by employee(s) of the agency or beneficiaries of services you provide?

Employees X Beneficiaries _____

b. Does the complaint/violation/lawsuit involve discrimination based on {indicate all that apply}:

- race
- color
- national origin
- religion
- gender
- disability
- age
- sexual preference
- gender identity (or expression)
- limited English proficiency (LEP)
- other (please explain)

c. What is the current status of the complaint/lawsuit/*finding?

{summarize in the space below}

***If there is a finding by an administrative or investigative agency, what were the recommendations of the agency overseeing the investigation and have those recommendations been met? If not yet met, what is the timeline for meeting those recommendations?**

Female Corrections Shonda Million and Felicia Wheeler a filed an EEOC complaint regarding our policy and practice of requiring two female officers on duty on every shift. EEOC made a finding regarding policy but unrelated to our practice of requiring an adequate number of females pursuant to the Ohio minimum jail standards. EEOC declined to file a lawsuit on behalf of the complainants. Both Million and Wheeler filed a lawsuit 1:16-CV-746 for sexual discrimination. Our labor agreement and jail policies require a certain number of female officers on duty on every shift due to our female inmate population and per Ohio Minimum Jail Standards. We filed a summary judgment that was ruled in our favor. Only Million filed an appeal which is still pending at this time.

d. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the subrecipient issued by a federal or state court or federal or state administrative agency on the grounds of race, color, national origin, religion, gender, disability, or age?

Yes

No

If no, notify the grantee that they are required to notify OCR and that they must do so immediately as OCJS is required to report the subrecipient.

Section 3: Civil Rights Complaints, Lawsuits or Findings

1. Has the agency had any civil rights complaints or civil rights *lawsuits or findings from any state or federal court OR investigative or administrative agency such as the Ohio Civil Rights Commission, Equal Employment Opportunity Commission, or any other administrative agency? (If the answer is yes, please proceed to a – d below. If the answer is no, skip to “Posting Notification” and the questions that follow it.)

Yes

No

If yes, circle whichever applicable: **complaint** **lawsuit** **finding**

a. Was the complaint/lawsuit/finding filed or brought by employee(s) of the agency or beneficiaries of services you provide?

Employees _____ Beneficiaries _____

b. Does the complaint/violation/lawsuit involve discrimination based on {indicate all that apply}:

- race
- color
- national origin
- religion
- gender
- disability
- age
- sexual preference
- gender identity (or expression)
- limited English proficiency (LEP)
- other (please explain) Illegal search and seizure

c. What is the current status of the complaint/lawsuit/*finding?

{summarize in the space below}

***If there is a finding by an administrative or investigative agency, what were the recommendations of the agency overseeing the investigation and have those recommendations been met? If not yet met, what is the timeline for meeting those recommendations?**

David Durham filed a federal lawsuit 1:18-CV-00091-SJD-KLL against Warren County Sheriff's Detectives Jerry Niffenegger and Mark Purdy. This case is still pending. Durham was the target of a theft investigation and alleged to be reselling stolen property at a local flea market. Durham alleges that Niffenegger and Purdy violated his rights when they conducted an illegal search and seizure.

d. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the subrecipient issued by a federal or state court or federal or state administrative agency on the grounds of race, color, national origin, religion, gender, disability, or age?

Yes

No

If no, notify the grantee that they are required to notify OCR and that they must do so immediately as OCIS is required to report the subrecipient.

Section 3: Civil Rights Complaints, Lawsuits or Findings

1. Has the agency had any civil rights complaints or civil rights *lawsuits or findings from any state or federal court OR investigative or administrative agency such as the Ohio Civil Rights Commission, Equal Employment Opportunity Commission, or any other administrative agency? (If the answer is yes, please proceed to a – d below. If the answer is no, skip to “Posting Notification” and the questions that follow it.)

Yes

No

If yes, circle whichever applicable: **complaint** lawsuit **finding**

a. Was the complaint/lawsuit/finding filed or brought by employee(s) of the agency or beneficiaries of services you provide?

Employees _____

Beneficiaries X

b. Does the complaint/violation/lawsuit involve discrimination based on {indicate all that apply):

- race
- color
- national origin
- religion
- gender
- disability
- age
- sexual preference
- gender identity (or expression)
- limited English proficiency (LEP)
- other (please explain) Inmate in custody death-medical care

c. What is the current status of the complaint/lawsuit/*finding?

{summarize in the space below}

***If there is a finding by an administrative or investigative agency, what were the recommendations of the agency overseeing the investigation and have those recommendations been met? If not yet met, what is the timeline for meeting those recommendations?**

Darlene Pittman, mother of Jason Pittman, filed a federal lawsuit 1:16-CV-452 due to her son's death while in the Warren County Jail. Pittman, a known drug abuser, died while in custody and the suit alleged lack of medical care. The suit was settled with an amount ruled as confidential. Warren County settled financially without claiming responsibility.

d. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the subrecipient issued by a federal or state court or federal or state administrative agency on the grounds of race, color, national origin, religion, gender, disability, or age?

Yes

No

If no, notify the grantee that they are required to notify OCR and that they must do so immediately as OCJS is required to report the subrecipient.

Section 3: Civil Rights Complaints, Lawsuits or Findings

1. Has the agency had any civil rights complaints or civil rights *lawsuits or findings from any state or federal court OR investigative or administrative agency such as the Ohio Civil Rights Commission, Equal Employment Opportunity Commission, or any other administrative agency? (If the answer is yes, please proceed to a – d below. If the answer is no, skip to “Posting Notification” and the questions that follow it.)

Yes

No

If yes, circle whichever applicable: **complaint** **lawsuit** **finding**

a. Was the complaint/lawsuit/finding filed or brought by employee(s) of the agency or beneficiaries of services you provide?

Employees _____ Beneficiaries X

b. Does the complaint/violation/lawsuit involve discrimination based on {indicate all that apply):

- race
- color
- national origin
- religion
- gender
- disability
- age
- sexual preference
- gender identity (or expression)
- limited English proficiency (LEP)
- other (please explain) Clark was killed walking on I70

c. What is the current status of the complaint/lawsuit/*finding?

{summarize in the space below}

***If there is a finding by an administrative or investigative agency, what were the recommendations of the agency overseeing the investigation and have those recommendations been met? If not yet met, what is the timeline for meeting those recommendations?**

Alyson Clark filed a lawsuit 1:20-CV-300 against Deputy Brent Whaley and Sgt Ryan Saylor for her son's death. Her son, Logan, got his vehicle stuck on I70 in the median. Deputy Whaley interacted with Logan. Logan reported having a wrecker coming and was left to wait on it. Logan Clark then decided to walk across the highway and was struck by a truck and died. This lawsuit is still pending.

d. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the subrecipient issued by a federal or state court or federal or state administrative agency on the grounds of race, color, national origin, religion, gender, disability, or age?

Yes

No

If no, notify the grantee that they are required to notify OCR and that they must do so immediately as OCJS is required to report the subrecipient.

Section 3: Civil Rights Complaints, Lawsuits or Findings

1. Has the agency had any civil rights complaints or civil rights *lawsuits or findings from any state or federal court OR investigative or administrative agency such as the Ohio Civil Rights Commission, Equal Employment Opportunity Commission, or any other administrative agency? (If the answer is yes, please proceed to a – d below. If the answer is no, skip to “Posting Notification” and the questions that follow it.)

Yes

No

If yes, circle whichever applicable: **complaint** **lawsuit** **finding**

a. Was the complaint/lawsuit/finding filed or brought by employee(s) of the agency or beneficiaries of services you provide?

Employees _____

Beneficiaries _____

b. Does the complaint/violation/lawsuit involve discrimination based on {indicate all that apply}:

- race
- color
- national origin
- religion
- gender
- disability
- age
- sexual preference
- gender identity (or expression)
- limited English proficiency (LEP)
- other (please explain)

c. What is the current status of the complaint/lawsuit/*finding?

{summarize in the space below}

***If there is a finding by an administrative or investigative agency, what were the recommendations of the agency overseeing the investigation and have those recommendations been met? If not yet met, what is the timeline for meeting those recommendations?**

Corrections Officer Martin Noe filed and EEOC complaint and lawsuit 1:20-CV-00255 for age discrimination. Officer Noe was under criminal and administrative investigation for falsifying jail records. He resigned before the investigation was completed. This lawsuit is still pending.

d. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the subrecipient issued by a federal or state court or federal or state administrative agency on the grounds of race, color, national origin, religion, gender, disability, or age?

Yes

No

If no, notify the grantee that they are required to notify OCR and that they must do so immediately as OCJS is required to report the subrecipient.

POSTING NOTIFICATION:

2. Does the agency notify beneficiaries and employees that the agency does not discriminate on the basis of race, color, national origin, religion, gender, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

Yes No

If yes, briefly describe how this notification occurs:

Website, postings, presentations, applications, labor agreements, policies and procedures

3. Does the agency notify employees and beneficiaries through agency brochures, publications, posters, etc. that the agency does not discriminate on the basis of race, color, national origin, religion, gender, disability, and age in employment practices?

Yes No

If yes, briefly describe how this notification occurs:

Website, postings, applications, labor agreements, policies and procedures

4. Does the subrecipient have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the Ohio Civil Rights Commission or the federal Office of Justice Programs– Office of Civil Rights?

Yes No

If yes, provide an explanation of these policies and procedures:

Policies and procedures would provide a written complaint form to the beneficiaries.

5. Does the subrecipient conduct any training for its employees on the requirements of complying with federal civil rights laws?

Yes No

SECTION 4: REQUIREMENTS RELATED TO PERSONS WITH HANDICAP²

**THE REQUIREMENTS IN SECTION 4 ONLY APPLY TO GRANTEES THAT HAVE
50(+) EMPLOYEES & AWARD AMOUNT OF 25,000(+)
IF THIS DOES NOT APPLY SKIP TO SECTION 5**

If the subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, has the subrecipient taken the following actions:

GRIEVANCE PROCEDURES:

1. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973? [This Act can be found at 28 C.F.R. Part 42, Subpart G; it prohibits discrimination on the basis of a disability³ in employment practices and the delivery of services.]

Yes No

COMPLIANCE COORDINATOR:

2. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G?

Yes No

- a. If yes, provide name of the designated person:

Office of Management and Budget

POSTING NOTIFICATION:

3. Notified participants, beneficiaries, employees, applicants, and others that the subrecipient does not discriminate on the basis of disability?

Yes No

- a. If yes, describe how (e.g. posters, inclusion in brochures or other program materials, etc.):

Posters as well policies and procedures.

² Note: "handicap" is the term used in the legal definition in the Federal Code, which is why this term is being used rather than "disabled."

³ Disability or handicap under Section 504 of the Rehabilitation Act of 1973 means any person who: (1) has a physical or mental impairment which substantially limits one or more major life activities, or (2) has a record of such an impairment, or (3) is regarded as having such an impairment – the perception of a disability.

SECTION 5: REQUIREMENTS FOR GRANTEES THAT OPERATE AN EDUCATION PROGRAM OR ACTIVITY

If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

GRIEVANCE PROCEDURES:

1. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972? [This Act can be found at 28 C.F.R. Part 54; it prohibits discrimination on the basis of sex.]

Yes No

COMPLIANCE COORDINATOR:

2. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54?

Yes No

- a. If yes, provide name of the designated person:

Office of Management and Budget

POSTING NOTIFICATION:

3. Notified applicants for admission and employment, employees, students, parents, and others that the subrecipient does not discriminate on the basis of sex in its educational programs or activities.

Yes No

- a. If yes, describe how (e.g. posters, inclusion in brochures or other program materials, etc.):

Posters and policies and procedures

SECTION 6: LIMITED ENGLISH PROFICIENCY (LEP) REQUIREMENTS

1. What reasonable steps⁴ has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?⁵
{summarize in the space below}

Utilize the ABLE program as well as paid services as needed. This is the agency as well as the County.

2. Does the agency have an LEP policy or a procedure for language assistance services?
 Yes No

SECTION 7: FAITH BASED ORGANIZATIONS

1. Does the agency engage in explicitly religious activities?
 Yes No

2. Does the subrecipient provide federal funded services to eligible beneficiaries regardless of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in religious practice?
 Yes No

3. If the subrecipient engages in explicitly religious activities, does it do the following:

- a. Separate the explicitly religious activities in either time or location from the federally funded activities?

Yes No

- b. Ensure that participation in the explicitly religious activities is voluntary for participants in the federal funded program?

Yes No

Comments:

⁴ Reasonable steps in the context of LEP requires a four-factor analysis: (1) the number and proportion of LEP persons served/encountered in the eligible service population – what language groups and how frequently they are encountered in the service area (2) the frequency with which LEP individuals come in contact with the program (3) the nature and importance of the program services – i.e. is the LEP individual asking for directions or looking for program area information (for example domestic violence); and (4) the resources available to the recipient.

⁵ Meaningful access in the context of LEP means effective and accurate communication between the grantee and the LEP individual.

4. Does the agency deny service to anyone on the basis of religion?

Yes No

Comments:

5. If the subrecipient is a religious institution or a faith-based organization, does the subrecipient do the following:

a. Provide appropriate notice to program beneficiaries or prospective beneficiaries that the subrecipient does not discriminate on the basis of religion in the delivery of services or benefits?

Yes No

b. Provide appropriate notice to program beneficiaries or prospective beneficiaries that if they object to the "religious character" of the subrecipient, the subrecipient will ensure that participation in the explicitly religious activities is voluntary for participants in the federal funded program?

Yes No

c. Keep a record of the requests for an alternative provider from beneficiaries or prospective beneficiaries who object to the subrecipient's "religious character," noting the subrecipient's efforts to find an appropriate alternative provider and to follow up with the beneficiary or the prospective beneficiary?

Yes No

SECTION 8: VAWA AND OVW FUNDED PROGRAMS

1. If the subrecipient receives funding under VAWA or from OVW, does it serve male victims of domestic violence, dating violence, sexual assault, and stalking?

Yes No Comments: Does not receive funding for this

2. If the subrecipient receives funding under VAWA or from OVW, does the subrecipient provide sex-segregated or sex-specific services?

Yes No

If yes, describe how the services are sex-segregated or sex specific.
Does not receive funding for this.

If yes, has the subrecipient determined that providing services that are sex-segregated or sex specific is necessary to the essential operation of the program?

Yes No

If yes, describe how the subrecipient determined that providing sex-segregated or sex-specific services is necessary to the essential operation of the program.

OMB APPROVAL NUMBER 1121-0140
As modified by the Office of Criminal Justice Services
Pursuant to request of the OJP Office of Civil Rights

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which include:
 - Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
 - Victims of Crime Act (42 U.S.C. § 10604(e));

- The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
- Civil Rights Act of 1964 (42 U.S.C. § 2000d);
- Rehabilitation Act of 1973 (29 U.S.C. § 7 94);
- Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34);
- Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86);
- Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
- Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
- Equal Treatment for Faith-Based Organizations (28 C.F.R. pt. 38)
- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures (28 C.F.R. pt. 42)

In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

Additionally, all grant recipients (including subgrantees or contractors) agree to report any complaints, lawsuits, or findings from a federal or state court or a federal or state Administrative Agency regarding a civil rights finding.

7. If a governmental entity:

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally- assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 16

PROJECT NUMBER 2020-VD-BX-0088

AWARD DATE 04/17/2020

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period - may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



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3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.
15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.
16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").
17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.



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SPECIAL CONDITIONS

33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
34. FFATA reporting: Subawards and executive compensation
- The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.
- This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
35. Required monitoring of subawards
- The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
36. Use of program income
- Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.
37. Justice Information Sharing
- Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.
38. Avoidance of duplication of networks
- To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.



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39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at [https:// bja.gov/ Funding/ nepa.html](https://bja.gov/Funding/nepa.html), for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).



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SPECIAL CONDITIONS

42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

45. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.



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46. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

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

Resolution

Number 20-1751

Adopted Date December 08, 2020

ADOPT UPDATED TITLE VI PUBLIC PARTICIPATION PLAN AND LIMITED ENGLISH PROFICIENCY PLAN ON BEHALF OF WARREN COUNTY TRANSIT SERVICE

WHEREAS, The Federal Transit Administration requires all grant recipients to adopt and submit a Public Participation Plan including a Limited English Proficiency Plan to comply with Title VI, 4702.1B Circular; and

NOW THEREFORE BE IT RESOLVED, to adopt the Updated Public Participation Plan and Updated Limited English Proficiency Plan on behalf of Warren County Transit Service, as attached hereto and made a part hereof.

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

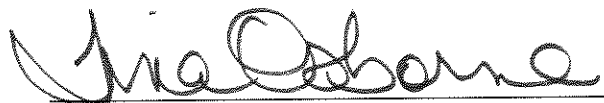
Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Transit (file)
Policy file

Title VI
PUBLIC PARTICIPATION PLAN

WARREN COUNTY TRANSIT SERVICE
WARREN COUNTY BOARD OF COMMISSIONERS

April 2017
Revised July 2017
Revised November 2020

Susanne Mason, Project Manager

INTRODUCTION

Warren County Transit System (WCTS) is an on-demand curb-to-curb system that operates anywhere in Warren County. Passengers should schedule trips two days in advance by calling dispatch. The program is funded, in part, by state and federal funds. Fare is \$3 one way for trips within the county and service to Greater Dayton RTA's South Hub. Discounted fare of \$1.50 is available to elderly and disabled.

PURPOSE

This Plan has been created to comply with Title VI, 4702.1B Circular requirements. This plan includes an outreach plan to engage minority and limited English proficient (LEP) populations, a summary of outreach efforts to LEP and underserved populations.

OUTREACH TO MINORITY & LEP POPULATION

WCTS has an extensive LEP Plan which outlines methods used to reach out to the LEP population. According to the 2010 Census, only 3911 residents speak English "less than very well," representing less than 2% of the population. Of that amount, the majority speak Spanish or Asian/Pacific Island languages (1,323 and 1,276 respectively). No discernable concentrations of persons with limited English proficiency were noted in Warren County.

However, WCTS is dedicated to providing service to any resident seeking transportation, including LEP persons.

Translation services are provided by Language Line Services, 1 Lower Ragsdale Drive, Monterey, California 93940, Phone number 1-877-862-1302. Vendor was chosen because the company can offer the services that we need on an "as-needed" basis; 24 hours a day, 7 days a week. Language Line provides over-the-phone interpreting for over 170 languages.

Brochures about WCTS are available in Spanish as well as a large-print edition.

Statistical information about minority groups has been obtained from the United States Census, most recent estimates based on July 2019. That information follows:

White person	87.9%
Black persons	3.7%
Asian persons	6.3%
Persons reporting two or more races	1.8%
Persons of Hispanic or Latino Origin	2.9%

WCTS does not discriminate or refuse service to anyone based on race.

SUMMARY OF OUTREACH EFFORTS

WCTS has made efforts to communicate with LEP individuals. These efforts are outlined in the LEP Plan. They include instructing dispatch workers and drivers to encourage passengers to use the translation service line and providing Spanish brochures.

To better serve elderly and disabled passengers, WCTS offers discounted fare for qualifying individuals.

FACILITIES

Warren County Transit Service does not own any facilities nor has any immediate plans to construct a facility. Therefore, the agency has not conducted any equity analyses for facility construction.

ENCOURAGEMENT OF CITIZEN PARTICIPATION

Citizens are encouraged to participate in all aspects related to the planning and implementation of the WCTS, from its residents with low- and moderate-incomes, minority, non- and limited-English proficient speaking residents as well as persons with disabilities residing in Warren County.

The County also encourages local government, social service and community agencies, to participate in planning and implementation activities as well. In order to achieve this objective, WCTS has engaged representation on the Transit Advisory Committee (TAC) from various agencies serving populations that are often of low-moderate income levels, serve a diverse base of clientele or have special needs, such as the Director of Job and Family Services, the Board of Developmental Disabilities, and the Director of Economic Development

CITIZEN COMMENTARY

Residents are provided with a public comment period for grant applications and any other documents or plans requiring specified public review and comment periods. Review is advertised in Today's Pulse which services the entire service area. All documents are public and are available in the Grants Administration Office, located at 406 Justice Drive, Lebanon, Ohio 45036. Furthermore, documents will be mailed or emailed to anyone upon request.

PUBLIC HEARINGS

Public hearings will be held to obtain citizens' views and to respond to proposals and questions. Annually, at least one public hearing is held prior to the grant application

being submitted to ODOT. Said hearing is to be held before the proposed application is published for comment.

All public hearings will be held in the County Administrative Building. The building, located at 406 Justice Drive, Lebanon, Ohio 45036 is handicap accessible. All public hearings will be advertised in the local newspaper, Today's Pulse not less than 30 calendar days before the scheduled public hearing. All advertisements published will be placed in easily readable type in the non-legal section of the newspaper. Each advertisement will state the date, time and place of the public hearing. All public hearings will be held in locations providing complete handicap accessibility and in locations centrally located in the community to provide easy access to all residents. All public hearings will begin and be completed within timeframes when WCTS is in operation, making the hearing more accessible to persons who might be potential or actual beneficiaries.

As already noted, the County does not have high concentrations of non-English speaking persons. However, the County will make every effort to encourage participation at all public hearings by non-English speaking persons by providing interpretation and translation if requested in advance. The cost of such services will be paid for by the County using ODOT funds and will not be passed along to those persons being assisted.

MEETINGS

Citizens are encouraged to attend any scheduled meetings (including Transit Advisory Committee meetings.) Notices will be posted at least 7 calendar days in advance of said meetings on the local newspaper, Today's Pulse's electronic Press Release page. All notices will state the date, time and place of the meeting.

Public hearings are also held virtually through an applications such as Webex or Zoom. Instructions for attending hearings virtually are included in public notices.

Public hearings will be held in the County Administrative Building in Lebanon, Ohio. Public hearings will also be held during those times when WCTS is in operation, which provides a greater likelihood that participation is all inclusive.

AVAILABILITY TO THE PUBLIC

All public documents related to the WCTS will be available to the public upon request. This includes the availability of materials in a format accessible to persons with disabilities. Requests may be made to the Grants Department, located at the County Administration Building, 406 Justice Drive, Lebanon, Ohio 45036 during normal business hours on Monday through Friday from 8:00 a.m. until 4:30 p.m. (except during County holidays).

ACCESS TO RECORDS

All public records, documents and reports pertaining to the WCTS are kept in the offices of the Grants Department, 406 Justice Drive, Lebanon, Ohio 45036. (Phone: 513-695-1259; Fax: 513-695-2980). Documents will be made available to the public upon request during regular business hours as stated above. Records will be retained in accordance with applicable Public Record Retention laws, but in no case for a period less than three years. Hard copies will be available for purchase at the current per-page rate as established by the Finance Department.

COMMENTS/COMPLAINTS

Complaints or comments regarding WCTS may be made to the Grants Administrative Manager by calling 513-695-1209 or emailing masosu@co.warren.oh.us. Technical assistance will be provided to any persons requesting such assistance in developing complaints or comments as an accommodation.

The County will provide a timely and substantial response within 30 calendar days to any complaints received regarding the operation or implementation of the WCTS or any aspect related to it. In most cases, responses will be made in the same manner in which the comment/complaint was made (verbal or written).

PERSONS WITH DISABILITIES

Public hearings and community meetings will be held in locations accessible to persons with restricted mobility. All public hearings will be held at times when the WCTS is in operation. The WCTS is the local public transit system. Its vehicles are accessible to persons with disabilities. Upon request, copies of all written materials are available in alternative formats.

COUNTY COMMISSIONER REPRESENTATION

Whereas the Transit Advisory Committee (TAC) advises on matters related to the operations of the WCTS and affiliated grant implementation, the Board of County Commissioners is the governing body for the WCTS. In an effort to ensure information from TAC meetings is communicated adequately to the Commissioners, the Grants Administration Manager will serve as a liaison.

County Commissioners generally meet every Tuesday and some Thursdays at the County Administrative Building, 406 Justice Drive, Lebanon, Ohio 45036. Meeting schedules are posted on the County website and agendas are posted in the Commissioners office.

SUBRECIPIENTS

Warren County has no subrecipients.

LIMITED ENGLISH PROFICIENCY PLAN

WARREN COUNTY TRANSIT SERVICE

WARREN COUNTY BOARD OF COMMISSIONERS

**Revised July 2017
Revised November 2020**

SUBJECT:

Provide Language Assistance to Persons with Limited English Proficiency (LEP)

PURPOSE:

The purpose of this Limited English Proficiency Plan is to provide assurances and demonstrate that customers of the Warren County Transit Service (WCTS) are being provided meaningful access to program information and services although the customers may be limited in their English Language Proficiency. This plan will be updated according to ODOT and FTA regulation to refresh the assurances contained in the plan, address any changes in methods and update any changes in the LEP population utilizing the Transit Programs.

AUTHORITIES:

Federal Authorities

Title VI of the Civil Rights ACT of 1964, 42 U.S.C. 2000 et seq: 45 CFR 80

Nondiscrimination based on race, color or national origin for any programs receiving federal financial assistance. Failure to provide meaningful access to program information, benefits and/or services due to an applicant / recipient's LEP is considered discrimination based on national origin.

U.S. Department of Justice Title VI Legal Manual, January 11, 2001 edition

Federal Register Policy Guidance Concerning LEP published 12/14/05 page 74087

FTA C 4702.1A Title VI and Title VI Dependent Guidelines for Federal Transit Administration Recipients.

SCOPE:

This plan has been adopted to provide meaningful access to the WCTS by person with LEP.

MEANINGFUL ACCESS – THE FOUR-FACTOR ANALYSIS

Warren County will periodically assess and update the LEP Four-Factor Analysis for WCTS.

It is the policy of Warren County Transit Service (WCTS) to provide meaningful access to all individuals requesting transportation services administered by, supervised by, authorized by WCTS. Meaningful access involves WCTS promoting effective communication to LEP individuals seeking or receiving services to the transportation

program funded in whole or part by federal funds. This plan specifically provides necessary assurances and identifies tools being used to complete this policy.

Prior to the development of the WCTS LEP Plan, the above Four-Factor Analysis was conducted by the Grants Administrator. Local LEP-related data was gathered from US Census Bureau and analyzed. Interviews were made with the contracted service provider. The Analysis provided the Warren County with a more comprehensive understanding of how many people with LEP are likely to be encountered by the WCTS and how often those persons have accessed the WCTS in the past year. The Analysis served as the basis for the WCTS's LEP Plan and the results are listed below:

The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or recipient.

- 10% of Warren County residents speak a different language than English in their homes, per US Census Bureau. Census, state and local demographic data: According to US Census Bureau, currently, the largest non-English language is Asian/Islander at 3% for adults, and Indo/European at 4% for children. No discernable concentrations of persons with limited English proficiency were noted in Warren County (<https://censusreporter.org/profiles/05000US39165-warren-county-oh/>)
- There are two Spanish, They are bi-lingual, and Transit staff is able to communicate well with them
- Approximately 12 regular passengers from the City of Mason speak Asian Indian language. These passengers are either bi-lingual or use a bilingual family member to communicate with Transit Staff
- There are three regular Russian-speaking passengers. These passengers are either bi-lingual or use a bilingual family member to communicate with Transit Staff.
- One regular passenger has an unknown (to Transit staff) foreign tongue, but is able to communicate with staff in English.
- There is a phone line available to help with translations. This line is used by several passengers.
- The bilingual passengers have adequate reading skills to comprehend signs and literature on the buses.
- Brochures are available in Spanish.
- WCTS serves all persons regardless of language barriers. No reports have every been made that a person could not ride because of a language barrier. We do not believe that LEP persons are underserved.

The frequency with which LEP persons come into contact with the program.

- Information gathered from staff who have or might come into contact with persons with LEP: Staff members are instructed to encourage people needing assistance to call the phone line that interprets.

- Process to determine frequency in which future LEP encounters occur: Discussions between the Transit System and the Grants Administrator occur as situations arise. Reports will be reviewed on a semi-annual basis.
- Synopsis of How Many Persons Need Language Assistance: Other than the occurrences listed above, LEP encounters have been rare with WCTS. Federal, state and local data indicate that the actual number of persons with LEP who live in Warren County is quite limited. The analysis of data suggests that, even though LEP encounters are anticipated to be rare in the future, Spanish or Asian/Pacific Islander languages are the most likely to be encountered in the event of such instances.

The nature and importance of the program, activity, or service provided by the program to people’s lives.

- WCTS is a vital service for many persons, especially those without access to vehicles, elder and disabled.
- The County is active in MPO meetings that assess and address the region’s LEP needs.

The resources available to the recipient for LEP outreach, as well as the costs associated with that outreach.

- The cost of providing literature and phone service to LEP persons has been minimal, less than 1% of the yearly budget. If a need arises for more funding, there is funding set aside in General Administration to cover the costs.

LANGUAGE ASSISTANCE MEASURES:

Measures already implemented:

Instructions for dispatch workers who receive calls: Dispatch workers are instructed to encourage LEP persons to call the translation service line.

Instructions on how to respond to written communication: An interpreter will be sought for such occasions.

Instructions for office workers who handle tickets and forms: Office workers are instructed to encourage LEP persons to call the translation service line.

Translation services will be provided by Language Line Services, 1 Lower Ragsdale Drive, Monterey, California 93940, Phone number 1-877-862-1302. Vendor was chosen because the company can offer the services that we need on an “as-needed” basis; 24 hours a day, 7 days a week. Language Line provides over-the-phone interpreting for over 170 languages.

VI. Interpreter Services

WCTS at no cost to the LEP individuals or families provides interpreter services to all LEP individuals seeking transportation services in an efficient and timely manner so as not to delay transportation services beyond that of an English speaking individual or family. On the WCTS Brochure it will appear that Interpreter Services are available. A Spanish brochure is also available.

VII. Translation of Documents

WCTS is dedicated to designing vital documents into each LEP language group that comprises at least 6% of persons eligible for or likely to be affected by the WCTS services. Currently there is no specific language group that comprises this criteria.

LEP PLAN DISTRIBUTION AND TRAINING:

1. Staff likely to come into contact with persons with LEP: The scenarios contained in the table below are not all inclusive. However, they are anticipated to be most representative of when likely LEP encounters might occur as well as the expected point of contact.

Staff Most Likely to Have an LEP Encounter

Staff	Anticipated Point of Contact
Dispatch / Transit Call Taker	When a person schedules a trip
Transit Driver	During a trip (if the passenger has questions/concerns about system operations or the service provided)
Grants Administration personnel	When a passenger seeks information about the transit system, needs discounted fare forms, wishes to purchase tickets or issues a complaint

2. LEP Training for Staff: The LEP plan will be:
 - Distributed to all WCTS staff and Warren County Grants Administration staff.
 - Available for public review at the Grants Administration Office, 406 Justice Drive, Lebanon, Ohio 45036.
 - Explained in orientation and training sessions for Grants Administration and WCTS staff who might encounter LEP clients.
 - Made available to staff as revisions/updates to the LEP Plan occur.

PROVIDING NOTICE TO LEP PERSONS:

Public hearing notices currently include the following statement. "Those individuals who are non-English speaking and require an interpreter should contact the Warren County

Grants Administration office at least 48 hours prior to the public hearing. Upon timely request, these services will be provided free of cost.” This form of notice will continue to be provided.

MONITORING:

Warren County will utilize the Transit Advisory Committee (TAC) to review the plan annually--prior to the grant submission process. The review will include:

1. An annual report indicating the number of passengers with LEP encountered during the one-year period. The report should include the number and types of requests received, the various languages encountered, costs, etc.
2. A yearly review of the Four-Factor Analysis to ensure that the data, frequency with which persons with LEP come into contact with the WCTS, nature of any encounters and resources/costs are still accurately reflected/projected for the coming year.
3. The Warren County will obtain feedback, annually, on the LEP Plan. Consultations will be conducted with community organizations representing LEP persons as well as the staff responsible for providing language assistance.
4. The Warren County will consider making changes to the LEP Plan based upon the feedback received. Associated costs and resources available to implement changes will be taken into consideration. Depending upon the evaluation, the County may choose to expand the language measures that are particularly effective or modify or eliminate those which have not been effective.

Definitions of Terms:

Transit Agency - Any agency receiving Section 5310 (specialized transportation program) and Section 5311 (rural transit program) from the Ohio Department of Transportation.

Effective Communication - In transportation service effective communication occurs when staff have taken necessary steps to make sure that a person who is LEP is given adequate information in his/her language to understand the services, benefits or the requirements for services or benefits offered by the transit agency. These necessary steps must allow an individual the opportunity to qualify for the benefits or services provided by that transit agency without unnecessary delay due to the person's LEP. Effective communication also means that a person who is LEP is able to communicate the relevant circumstances of his/her situation to the transit agency.

Interpretation - Interpretation means the oral or spoken transfer of a message from one language into another language.

Limited English Proficiency - A person with limited English proficiency or “LEP” is not able to speak, write, or understand the English Language well enough to allow him/her to interact effectively with a transit agency.

Meaningful Access - “Meaningful access” to benefits, programs and services is the standard of access required of the county agencies since they receive federal funding through the state of Ohio. Meaningful access required compliance by transit agencies with state and federal LEP requirements as set out in relevant state and federal laws. To ensure meaningful access for people with LEP, transit agencies must make available to applicants/recipients of benefits/services free language assistance that results in accurate and effective communication that does not result in undue delay or denial of benefits/services to which the LEP applicant/recipient is eligible.

Translation – Translation means the written transfer of a message from one language into another language.

Oral - Interpretation WCSTS will where feasible and possible will encourage the use of qualified community volunteers as interpreters and translators.

Documents – Brochures *designed and utilized* by the transit agency that are critical for accessing federally funded services or benefits or are required by law.

III. Warren County Transit Service Policy

It is the policy of Warren County Transit Service (WCTS) to provide meaningful access to all individuals requesting transportation services administered by, supervised by, authorized by WCTS. Meaningful access involves WCTS promoting effective communication to LEP individuals seeking or receiving services to the transportation program funded in whole or part by federal funds. This plan specifically provides necessary assurances and identifies tools being used to complete this policy.

IV. LEP Population

The Warren County Transit Service has determined that the language(s) other than English that is/are most likely to encounter by employees of WCTS or its service provider is Spanish. The methodology used to make this determination is as follows: the use of the US Census Bureau. Any LEP language group that comprises at least 5% or 1,000 individuals whichever is less, of persons eligible for or likely to be affected by the agency’s transit service or benefits must be included as one of the county languages. WCTS will periodically monitor the LEP population of those served or those who could be served by Warren County residents for transportation services. If it is determined that other LEP language groups are seeking transit services or are potentially eligible to receive services within Warren County, WCTS will adjust its methods and services to serve the new population accordingly. Any new LEP population will be reflected in the next updated LEP plan.

V. Methods of Providing Services to LEP Population

Translation services will be provided by Language Line Services, 1 Lower Ragsdale Drive, Monterey, California 93940, Phone number 1-877-862-1302. Vendor was chosen because the company can offer the services that we need on an “as-needed” basis; 24 hours a day, 7 days a week. Language Line provides over-the-phone interpreting for over 170 languages.

VI. Interpreter Services

WCTS at no cost to the LEP individuals or families provides interpreter services to all LEP individuals seeking transportation services in an efficient and timely manner so as not to delay transportation services beyond that of an English speaking individual or family. On the WCTS Brochure it will appear that Interpreter Services are available.

VII. Translation of Documents

WCTS translates all designed vital documents into each LEP language group that comprises at least 6% or 1,000, whichever is less of persons eligible for or likely to be affected by the WCTS services. Currently the LEP language group(s) meeting this criterion is/are Spanish speaking.

VIII. Dissemination of Information to WCTS Personnel

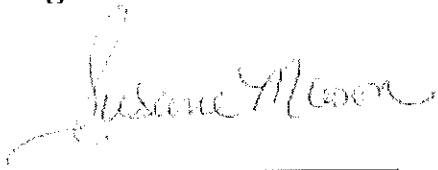
WCTS makes its transportation personnel in Warren County aware of its LEP policies, methods of providing services to LEP individuals and other information contained within this plan through annual training. All WCTS employees will meet with the EEO Coordinator (Affirmative Action Plan) to review this and the LEP Plan.

IX. Attachments

Attachment A – U.S. Census Bureau – Chart - Warren County, Ohio

Limited English Proficiency Plan

Signatures



Person with Authority

Program Manager
Title

10/7/2020
Date

LEP – Warren County

Language Characteristics.

Source: <https://censusreporter.org/profiles/05000US39165-warren-county-oh/>

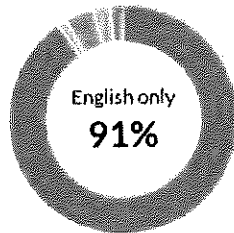
Language

N/A

Persons with language other than English spoken at home

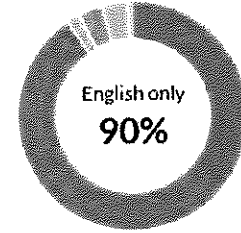
* ACS 2018 5-year data

Language at home, children 5-17



- English only
- Spanish
- Indo-European
- Asian/Islander
- Other

Language at home, adults 18+



- English only
- Spanish
- Indo-European
- Asian/Islander
- Other

Language at home, children 5-17 (Table B16007) [View table](#)

Column	Warren County		Ohio	
English only	90.6% ±3.1%	39,954 ±1,420	92% ±0.5%	1,736,285 ±9,858
Spanish	1.2%† ±1.4%	546 ±629	3% ±0.3%	56,701 ±4,795
Indo-European	4%† ±2%	1,779 ±879	2.9%† ±0.3%	54,076 ±6,259
Asian/Islander	2.4%† ±1.2%	1,068 ±543	1%† ±0.1%	18,230 ±2,425
Other	1.8%† ±1.7%	770 ±732	1.2%† ±0.3%	22,883 ±5,016

Language at home, adults 18+ (Table B16007) [View table](#)

Column	Warren County		Ohio	
English only	90.5% ±1.3%	160,950 ±2,452.3	92.6% ±0.2%	8,440,873 ±19,599.7
Spanish	1.9%† ±0.8%	3,388 ±1,467.1	2.3% ±0.1%	209,060 ±8,041.6
Indo-European	3.4%† ±0.8%	6,008 ±1,357.6	2.7% ±0.1%	243,502 ±10,693.3
Asian/Islander	3.7%† ±0.9%	6,485 ±1,578.2	1.4% ±0.1%	124,466 ±6,535.2
Other	0.6%† ±0.4%	1,041 ±723.1	1.1%† ±0.1%	96,352 ±9,969.4

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

Resolution

Number 20-1752

Adopted Date December 08, 2020

AUTHORIZE ACCEPTANCE OF QUOTE FROM BUSINESS COMMUNICATION SPECIALISTS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR ADDITIONAL MAILBOX AND EXTENSION LICENSES

WHEREAS, the Connect Onsite Essential Licenses and the Connect Onsite Courtesy licenses provided by Business Communication Specialists for Warren County Telecom as indicated on the attached quote for purchase requires signature indicating acceptance; and

WHEREAS, Warren County Telecommunications is requesting authorization for Paul Kindell, Director, Warren County Telecommunications to sign quote indicating acceptance; and

NOW THEREFORE BE IT RESOLVED, to accept quote from Business Communication Specialists on behalf of Warren County Telecommunications for additional mailbox and extension licenses; as attached hereto and a part hereof.

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Business Communications Specialists
Telecom (file)



Q U O T E

162 Main Street, Wadsworth, OH 44281
 P: 330.335.7276 • F: 330.335.7275
 www.bcsip.com

Number AAAQ14983
Date Nov 16, 2020

Sold To	Ship To	Your Sales Rep
---------	---------	----------------

Warren County
 Paul Kindell
 500 Justice Dr, LL
 Lebanon, OH 45036-2523
 United States

Warren County
 Paul Kindell
 500 Justice Dr, LL
 Lebanon, OH 45036-2523
 United States

Doug Demiter
 330-335-7276
 dougd@bcsip.com

Phone (513)695-1318
Fax (513)695-2973

Phone (513)695-1318
Fax (513)695-2973

Qty	Description	MSRP	Discount	Unit Price	Ext. Price
50 30147	Connect Onsite Essentials License: Includes Ext+MB, Connect desktop client with IM, collaboration, softphone and video. Also includes Web and App dialer licenses.	\$199.00	D40	\$119.40	\$5,970.00
50 30145	Connect Onsite Courtesy License: Includes Extension Only with no Connect client capability.	\$99.00	D40	\$59.40	\$2,970.00
1 94151P	Mitel Partner Support - Prorated until anniversary date (5 Year No Phones plan)	\$0.00		\$1,021.00	\$1,021.00

Source Well Contract # (022719-MBS)

This quote has been created based on the facts as Business Communication Specialists knows them regarding the environment being quoted at the time of the quote. The Client agrees to be responsible for the cost of any additional hardware, software, licenses and labor that are a result of a client change request to this quote.

Due to the rapidly changing nature of the computer and IT industry, quotes are guaranteed for 15 days.

See Standard Terms and Conditions for Payment Terms

Signature of Acceptance

Print Name: David Young
 Signature: *[Handwritten Signature]*

Date: 12/08/20

SubTotal	\$9,961.00
Tax	\$0.00
Shipping	\$0.00
Total	\$9,961.00

Signatory has authority to execute the contract and hereby acknowledges and agrees that the terms and conditions contained within this Quote and Standard Terms and Conditions provided herewith, shall apply to all Customer-executed PO's. The parties agree that facsimile signatures shall be as effective as originals.

APPROVED AS TO FORM

[Handwritten Signature]
Adam M. Nice
Asst. Prosecuting Attorney



Standard Terms and Conditions

Thank you for considering Business Communication Specialists (BCS) for your Voice Technology needs. The following are the specific terms of this proposal, with the responsibilities of each party noted. Any of the following terms or conditions that are addressed on this Standard Terms and Conditions will be superseded by the details as specified on the face of the proposal.

Payment Terms

1. Hardware and Software: 75% of quote paid upon signing of the proposal, with the final 25% due upon completion of implementation.
2. Mitel Support Renewals:
 - a. Hardware and software can usually be implemented within 10-14 working days after receipt of payment and signed proposal. BCS is not responsible for vendor delivery delays and out of stock items. BCS is not affiliated with or responsible for delays or mishandling of local or long distance services from the Client's preferred service provider(s).
 - b. All returned items are subject to up to a 25% restocking fee plus "as used" service time cost, with the exception of licenses and support and maintenance costs, which are non-refundable and non-returnable.
3. Fixed Price Service Projects: 50% of quote paid upon signing the proposal, remaining amount billed upon completion of installation, payable under BCS's standard terms of Net 20 days. A fixed price project is any project that does not have a hours estimate included in the quote.
4. Time and Materials Projects: 50% of quote paid upon signing the proposal, remaining amount billed on a weekly basis as cost is incurred, payable under BCS's standard terms of Net 20 days. An estimate with a quoted labor amount is when there is a line item that includes an estimate of hours. Service time is estimated based upon our experience and may exceed or be less than quoted.

Rescheduling Fee

BCS reserves the right to charge a rescheduling fee for scheduled implementations that are postponed by the customer on short notice. If the rescheduling occurs within 7 days of the scheduled time, the fee is \$1,000. If the rescheduling occurs between 8-14 days of the scheduled time, the fee is \$500.

Warranty & Additional Notes

BCS sells only the highest quality of products. All items sold do not have a BCS warranty. Only the manufacturer's warranty will apply. Labor required to facilitate obtaining the warranty replacement will be invoiced according to current standard rates. *Keep all original boxes for the length of warranty per each manufacturer's user manual. BCS is not responsible to refund warranty items without the original box and all accessories. BCS disclaims any and all warranties, express or implied, including but not limited to all warranties of merchantability and fitness for use for a particular purpose with respect to any and all goods/services that are the subject of this contract.*

Technical Support

Additional customer support is provided in a variety of ways depending on the nature of the need. This includes personal assistance over the telephone, on-site visits, remote connection to the users system through telecommunication software, fax back communication and by written documentation. This support is invoiced weekly in 15-minute increments using the applicable rate schedule, with a minimum of one hour for onsite visits. When incidental expense, including, but not limited to, travel, lodging, meals, etc., is incurred for the additional support, customer agrees to reimburse all reasonable costs.

License Agreement

All licenses are a one-time fee with no recurring charges for use of the software as purchased and supplied.

Limit of Remedy:

BCS's entire liability is limited to the amount paid by the customer under the terms of this Agreement and customer hereby waives any and all rights to consequential and/or punitive damages. This contract shall be construed in accordance with the laws of the State of Ohio without resort to conflict of laws principles.

Mitel Support Agreements

Mitel Support Agreements are an agreement between the customer and Mitel. All labor completed by BCS is not covered by the Mitel Support Agreement. The Mitel Support Agreement covers the following items:

1. Covered defective equipment is replaced next day
2. Software upgrades are included (labor to install upgrades is not included)
3. Mitel Support Agreement allows BCS to engage Mitel Technical Support (TAC) on behalf of the customer

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

Resolution

Number 20-1753

Adopted Date December 08, 2020

APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH PETERSON CONSTRUCTION COMPANY FOR THE FRANKLIN AREA WATER TREATMENT PLANT MEMBRANE SOFTNEING UPGRADES PROJECT, PURCHASE ORDER NO. 20002328

WHEREAS, this Board on September 8, 2020 entered into a Contract with Peterson Construction Company for the Franklin Area Water Treatment Plant Membrane Softening Upgrades Project; and

WHEREAS, several field conditions present the ability of value engineering opportunities and additional regulatory compliance; and

WHEREAS, a Change Order and Purchase Order Decrease are necessary in order to accommodate said changes; and

NOW THEREFORE IT BE RESOLVED:

1. Approve Change Order No. 1 to the Contract with Peterson Construction Company decreasing Purchase Order No. 20002328 by \$116,675.00 and creating a new Contract and Purchase Order price in the amount of \$ 12,958,325.00.
2. By said Change Order, attached hereto and made part thereof, all costs and work associated with the change shall be added to the Contract.
3. That the President of this Board is hereby directed to execute and sign Change Order No.1 of the Contract with Peterson Constrcution Company for the Franklin Area Water Treatment Plant Membrane Softening Upgrades Project.

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Peterson Construction Co.
Water/Sewer (file)
Project File

CHANGE ORDER

No. 001

PROJECT Warren County FAWTP

DATE OF ISSUANCE 11/13/20

EFFECTIVE DATE When signed by all parties

OWNER Warren County

OWNER's Contract No. NA

ENGINEER's Contract No 60551697

CONTRACTOR Peterson Construction Company

ENGINEER AECOM

You are directed to make the following changes in the Contract Documents:

Description:
Various changes

Reason for Change Order:
Value Engineering, Field Conditions and Regulatory requirements

Attachments:
Summary and Cost Proposals

CHANGE IN CONTRACT PRICE:
Original Contract Price \$13,075,000.00
Net Increase (Decrease) from previous Change Orders No. <u>0</u> to <u>0</u> : <u>\$0.00</u>
Contract Price prior to this Change Order: \$ <u>13,075,000.00</u>
Net increase (decrease) of this Change Order: \$ <u>(116,675.00)</u>
Contract Price with all approved Change Orders: \$ <u>12,958,325.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>548</u> days Ready for final payment: <u>608</u> days <small>(days or dates)</small>
Net change from previous Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0</u> days Ready for final payment: <u>0</u> days <small>(days)</small>
Contract Times prior to this Change Order: Substantial Completion: <u>548</u> days Ready for final payment: <u>608</u> days <small>(days or dates)</small>
Net increase (decrease) this Change Order: Substantial Completion: <u>0</u> days Ready for final payment: <u>0</u> days <small>(days)</small>
Contract Times with all approved Change Orders: Substantial Completion: <u>548</u> days Ready for final payment: <u>608</u> days <small>(days or dates)</small>

RECOMMENDED:

By:
Engineer - AECOM

Date: 11/13/20

APPROVED:

By:
Owner - Warren County

Date: 12/8/20

ACCEPTED:

By: Michael E. Fritchie
Contractor - Peterson Construction Company

Date: 11/13/20

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

CHANGE ORDER ONE SUMMARY

OWNER: Warren County
 PROJECT NO.: 60551697
 PROJECT: FAWTP
 CONTRACTOR: Peterson Construction
 DATE: 11/12/20

C.O. #	Item	URS/City Ref.	Contractor Ref.	Item Description	Amount	Days
1	1		1A	Revision to road section	(\$12,006.00)	0
1	2		2	Delete folding partition	(\$14,200.00)	0
1	3		3	Waive AIS requirements for some valves and DI pipe	(\$100,424.00)	0
1	4		4	Delete Vavles BF-2400 and 2500	(\$4,960.00)	0
1	5	RFP 001	6	Add 5 x5 floor hatch	\$5,472.00	0
1	6		7	Change Membrane skid frame to painted steel from SS	(\$14,500.00)	0
1	7		8	Adjust Contract for cost of MCC & VFD	\$5,000.00	0
1	8		9	Add Xypex to below grade walls	\$8,961.00	0
1	9		10	Culvert under driveway at Shaker Road required by County Engineer	\$3,997.00	0
1	10		11	Driveway undercut soft areas	\$5,985.00	0
1				TOTAL	(\$118,675.00)	0

Contract Amount
\$13,075,000.00

\$12,958,325.00



18817 S. R. 501 North, PO Box 2058, Wapakoneta, Ohio 45895-0558
PH: 419-941-2233, Fax: 419-941-2244 www.petersonconstructionco.com

September 4, 2020

Via E-Mail

AECOM
277 West Nationwide Blvd
Columbus, OH 43215

ATTN: Brian Benedict

RE: Franklin Area WTP
PCC Change Order Request No. 713-01.Rev1
"Asphalt Pavement Changes"

Gentlemen:

Per recent discussion at the Preconstruction Meeting, we offer a credit of **(\$12,006)** to revise the asphalt pavement detail on sheet C-03 from 6" of #304 stone base and 6" of #301 asphalt base to Mirafi 500X geotextile fabric, 9" of #304 stone base, and 3" of #301 asphalt base. We intend to install the new entrance road this fall to better accommodate construction traffic to the site and feel that this change with the addition of fabric will hold up better.

Please issue a formal Change Order if this is acceptable to you.

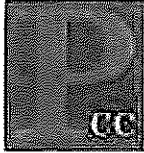
Do not hesitate to call with any questions you may have.

Sincerely,

PETERSON CONSTRUCTION COMPANY

Mike Fritchie
Project Manager

c: PCC Field – Scott Urquhart



PETERSON
CONSTRUCTION COMPANY
An Equal Opportunity Employer

18817 S. R. 501 North, PO Box 2058, Wapakoneta, Ohio 45895-0558
PH: 419-941-2233, Fax: 419-941-2244 www.petersonconstructionco.com

September 4, 2020

Via E-Mail

AECOM
277 West Nationwide Blvd
Columbus, OH 43215

ATTN: Brian Benedict

RE: Franklin Area WTP
PCC Change Order Request No. 713-02
"Delete Folding Partition"

Gentlemen:

Per recent discussion at the Preconstruction Meeting, we offer a credit of (\$14,200) to delete the folding partition wall between Rooms F108 and F109 along with the support steel.

Please issue a formal Change Order if this is acceptable to you.

Do not hesitate to call with any questions you may have.

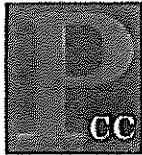
Sincerely,

PETERSON CONSTRUCTION COMPANY

Mike Fritchie
Project Manager

MEF

c: PCC Field – Scott Urquhart



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18817 S. R. 501 North, PO Box 2058, Wapakoneta, Ohio 45895-0558
PH: 419-941-2233, Fax: 419-941-2244 www.petersonconstructionco.com

September 5, 2020

Via E-Mail

AECOM
277 West Nationwide Blvd
Columbus, OH 43215

ATTN: Brian Benedict

RE: Franklin Area WTP
PCC Change Order Request No. 713-03
"AIS Requirements"

Gentlemen:

Per recent discussion at the Preconstruction Meeting, lead times for valves and ductile iron fittings to accommodate AIS requirements are extremely lengthy and will delay the project 2-3 months. We offer a credit of **(\$100,424)** to forego the AIS requirement for these materials. All other materials on the project will fully comply with AIS requirements.

Please issue a formal Change Order if this is acceptable to you.

Do not hesitate to call with any questions you may have.

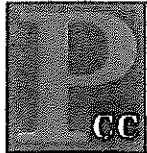
Sincerely,

PETERSON CONSTRUCTION COMPANY

Mike Fritchie
Project Manager

MEF

c: PCC Field – Scott Urquhart



PETERSON
CONSTRUCTION COMPANY
An Equal Opportunity Employer

18817 S. R. 501 North, PO Box 2058, Wapakoneta, Ohio 45895-0558
PH: 419-941-2233, Fax: 419-941-2244 www.petersonconstructionco.com

September 8, 2020

Via E-Mail

AECOM
277 West Nationwide Blvd
Columbus, OH 43215

ATTN: Brian Benedict

RE: Franklin Area WTP
PCC Change Order Request No. 713-04
"Delete BF-2400 & BF-2500"

Gentlemen:

Per recent discussion at the Preconstruction Meeting, we offer a credit of **(\$4,960)** to delete BF-2400 and BF-2500.

Please issue a formal Change Order if this is acceptable to you.

Do not hesitate to call with any questions you may have.

Sincerely,

PETERSON CONSTRUCTION COMPANY

Mike Fritchie
Project Manager

MEF

c: PCC Field – Scott Urquhart



18817 S. R. 501 North, PO Box 2058, Wapakoneta, Ohio 45895-0558
PH: 419-941-2233, Fax: 419-941-2244 www.petersonconstructionco.com

September 24, 2020

Via E-Mail

AECOM
277 West Nationwide Blvd
Columbus, OH 43215

ATTN: Brian Benedict

RE: Franklin Area WTP
PCC Change Order Request No. 713-06
“FRP Ladder for Permeate Flush Tank”

Gentlemen:

Per recent discussions, we offer a cost of \$5,673 to provide an FRP ladder with fall prevention system on the Permeate Flush Tank.

See attached Change Request Summary Sheets for further information.

Please issue a formal Change Order if this is acceptable to you.

Do not hesitate to call with any questions you may have.

Sincerely,

PETERSON CONSTRUCTION COMPANY


Mike Fritchie
Project Manager

MEF
c: PCC Field – Scott Urquhart

CHANGE ORDER REQUEST SUMMARY

PROJECT: Franklin Area WTP Membrane Softening

PROJECT NO.: P20-713

PCC CHANGE REQUEST NO.: 713 - 06

DATE: 09/24/20

DESCRIPTION: FRP Ladder for Permeate Flush Tank

ARCHITECT'S REFERENCE: _____

ARCH. CHANGE ORDER NO.: _____

1)	<u>LABOR</u>		<u>AMOUNT</u>
	DIRECT FIELD LABOR		448
	SUPERVISION		45
			TOTAL LABOR \$ 493

2)	<u>MATERIAL</u>	<u>DATE ISSUED</u>		<u>AMOUNT</u>
	FRP Ladder with Fall Protection	_____		4,200
	Anchors	_____		20
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
				SUBTOTAL \$ 4,220
				SALES TAX _____
				TOTAL MATERIAL \$ 4,220

3)	<u>SUBCONTRACTORS</u>	<u>DATE ISSUED</u>		<u>AMOUNT</u>
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
				TOTAL SUBCONTRACTORS \$ 0

4)	<u>EQUIPMENT</u>		<u>AMOUNT</u>
	_____		_____
	_____		_____
	_____		_____
	_____		_____
			TOTAL EQUIPMENT \$ 0

5) GENERAL REQUIREMENTS

TESTING	<u>0</u>
SMALL TOOLS (3% OF Direct Labor)	<u>33</u>
FIELD OFFICE EXPENSE	<u>0</u>
WINTER PROTECTION	<u>0</u>
CLEAN-UP	<u>0</u>
DUMPSTER	<u>0</u>

TOTAL GEN. REQUIREMENTS \$ 33

SUBTOTAL (ACCUMLATIVE PREVIOUS COSTS) \$ 5479

6) INSURANCES/BOND

BLDRS. RISK INSURANCE	0.002 x total cost)	<u>11</u>
BOND	(0.015 x total cost)	<u>82</u>
LIABILITY INSURANCE	(0.015 x total cost)	<u>82</u>
CAT TAX	(0.003 x total cost)	<u>14</u>
OCP INSURANCE	(0.001 x total cost)	<u>5</u>

TOTAL INSURANCES/BOND \$ 194

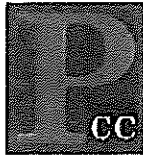
SUMMARY	1. LABOR	2. MATERIAL	3. SUBCONT.	4. EQUIP.	5. & 6. GEN. REQ. INS./BOND	TOTAL
SUBTOTAL	<u>493</u>	<u>4,220</u>	<u>0</u>	<u>0</u>	<u>227</u>	<u>4,940</u>
OVHD%	8% <u>39</u>	8% <u>338</u>	3% <u>0</u>	8% <u>0</u>	0% <u>0</u>	<u>377</u>
SUBTOTAL	<u>532</u>	<u>4,558</u>	<u>0</u>	<u>0</u>	<u>227</u>	<u>5,317</u>
PROFIT %	7% <u>37</u>	7% <u>319</u>	2% <u>0</u>	7% <u>0</u>	0% <u>0</u>	<u>356</u>
SUBTOTAL	<u>569</u>	<u>4,877</u>	<u>0</u>	<u>0</u>	<u>227</u>	<u>5,673</u>
GRAND TOTAL						\$ <u>5,673</u>

TIME EXTENSION: _____ Calendar Days.
(Based upon written acceptance of this proposal by _____ .)

This proposal shall remain valid for _____ Calendar Days.
(Peterson Construction Company reserves the right to review and/or revise this proposal if not accepted by _____ .)

SUBMITTED BY: Mike Fritchie DATE: 09/24/20
Project Manager

ACCEPTED BY: _____ DATE: _____
crsum-fmt



PETERSON
CONSTRUCTION COMPANY
An Equal Opportunity Employer

18817 S. R. 501 North, PO Box 2058, Wapakoneta, Ohio 45895-0558
PH: 419-941-2233, Fax: 419-941-2244 www.petersonconstructionco.com

September 25, 2020

Via E-Mail

AECOM
277 West Nationwide Blvd
Columbus, OH 43215

ATTN: Brian Benedict

RE: Franklin Area WTP
PCC Change Order Request No. 713-07
"Membrane Skids Frame"

Gentlemen:

Per your request, we offer a credit of **(\$14,500)** to change the membrane skid frames from the specified 304SS to epoxy coated steel per RFP No. 001.

See attached Supplier Quote for further information.

Please issue a formal Change Order if this is acceptable to you.

Do not hesitate to call with any questions you may have.

Sincerely,

PETERSON CONSTRUCTION COMPANY

Mike Fritchie
Project Manager

MEF

c: PCC Field – Scott Urquhart



277 West Nationwide Boulevard
Columbus, OH 43215-2566
Telephone: (614) 464-4500
Facsimile: (614) 464-0588
Architectural & Engineering Services

REQUEST FOR PROPOSAL

TO: Peterson Construction Company
18817 St. Rt. 501 North
Wapakoneta, OH 45895

RFP NO. : 001

DATE: September 17, 2020

ATTN: Mr. Mike Fritchie

PROJECT: Franklin Area Water Treatment Plant
Softening Addition

ISSUED BY: Brian Benedict

PROJECT NO.: 60551697

COPIES: Chris Wojnicz, Ed Turner, Don
Brewer – Warren County, Dan Horlander- Arcadis,
John Krinks, Miranda Scheitlin – AECOM
AECOM Central File

RE: Membrane Skids Frame

Please submit an itemized proposal for changes in work items described below and/or time associated with the proposed modifications to the Contract Documents described herein. THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK DESCRIBED OR AFFECTED BY THESE MODIFICATIONS.

Description:

Provide a proposal to change the membrane skid frames from the specified 304SS to epoxy coated steel

Attachments:

None

THIS SECTION IS BEING REVISED AND REISSUED AS PART OF ADD #1

FAWTP

ADD #1

Item No.	Description	Proposed Price
	SHOP DRAWINGS	
7.)	Shop Drawing Preparation	\$60,000.00
	EQUIPMENT	
8.)	<p>Base Bid: Manufacturing of Goods—Epoxy Coated or FRP Frames</p> <p>Individual skids shall be delivered to the Point of Destination having been fully assembled, ready for installation, and having undergone factory acceptance testing prior to shipping. If skids are delivered not having been fully assembled, costs for such assembly shall be included under Item No. 3.</p>	\$1,265,514.00
9.)	<p>Base Bid: Assembly of Goods Onsite—Epoxy Coated or FRP Frames</p> <p>Include all costs for any required onsite assembly of goods except the following items which will be performed by the Buyer: unloading skids, setting/anchoring skids, making connections to General Contractor process piping, and making connections to Electrical Contractor power. All onsite labor wages shall be in accordance with Division 00, Section “Prevailing Wage Rate Requirements.</p>	NA Fully Assembled and Skid Mounted except MCS per the specifications. Since MCS is being partially supplied by Contractor, they are responsible for installation.
10.)	<p>Alternate Bid: Manufacturing of Goods—304 SST Frames</p> <p>(Item cost is additive or deductive from Item No. 2).</p> <p>Individual skids shall be delivered to the Point of Destination having been fully assembled, ready for installation, and having undergone factory acceptance testing prior to shipping. If skids are delivered not having been fully assembled, costs for such assembly shall be included under Item No. 3.</p>	<p align="center"><u>Add</u></p> <p>\$14,500.00</p>
11.)	<p>Alternate Bid: Assembly of Goods Onsite—304 SST Frames</p> <p>(Item cost is additive or deductive from Item No. 3).</p> <p>Include all costs for any required onsite assembly of goods except the following items which will be performed by the Buyer: unloading skids, setting/anchoring skids, making connections to General Contractor process piping, and making connections to Electrical Contractor power. All onsite labor wages shall be in accordance with Division 00, Section “Prevailing Wage Rate Requirements.</p>	NA Fully Assembled and Skid Mounted except MCS per the specifications. Since MCS is being partially supplied by Contractor, they are responsible for installation.
	SPECIAL SERVICES	
12.)	Include costs required for all Special Services including startup and commissioning, remote monitoring, and field service agreement.	\$123,000.00



18817 S. R. 501 North, PO Box 2058, Wapakoneta, Ohio 45895-0558
PH: 419-941-2233, Fax: 419-941-2244 www.petersonconstructionco.com

September 25, 2020

Via E-Mail

AECOM
277 West Nationwide Blvd
Columbus, OH 43215

ATTN: Brian Benedict

RE: Franklin Area WTP
PCC Change Order Request No. 713-08
"MCC/VFD Contract Adjustment"

Gentlemen:

Per your request, we offer a price of \$5,000 for the contract adjustment to include the specified manufacturer for the MCC's & VFD's.

Please issue a formal Change Order if this is acceptable to you.

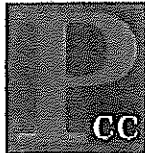
Do not hesitate to call with any questions you may have.

Sincerely,

PETERSON CONSTRUCTION COMPANY

Mike Fritchie
Project Manager

MEF
c: PCC Field – Scott Urquhart



PETERSON
CONSTRUCTION COMPANY
An Equal Opportunity Employer

18817 S. R. 501 North, PO Box 2058, Wapakoneta, Ohio 45895-0558
PH: 419-941-2233. Fax: 419-941-2244 www.petersonconstructionco.com

October 23, 2020

Via E-Mail

AECOM
277 West Nationwide Blvd
Columbus, OH 43215

ATTN: Brian Benedict

RE: Franklin Area WTP
PCC Change Order Request No. 713-09
"Cementitious Crystalline"

Gentlemen:

Per your request, we offer a price of \$8,961 to add cementitious crystalline (Xypex) to the Class A 4500 PSI concrete mix for the basement walls.

Please see our attached Change Request Summary.

Please issue a formal Change Order if this is acceptable to you.

Do not hesitate to call with any questions you may have.

Sincerely,

PETERSON CONSTRUCTION COMPANY

Mike Fritchie
Project Manager

MEF

c: PCC Field – Scott Urquhart

CHANGE ORDER REQUEST SUMMARY

PROJECT: Franklin Area WTP Membrane Softening

PROJECT NO.: P20-713

PCC CHANGE REQUEST NO.: 713 - 09

DATE: 10/22/20

DESCRIPTION: Add Cementitious Crystalline Concrete Mix Design for Basement Walls

ARCHITECT'S REFERENCE: _____

ARCH. CHANGE ORDER NO.: _____

1)	<u>LABOR</u>	<u>AMOUNT</u>
	DIRECT FIELD LABOR	_____
	SUPERVISION	_____
		TOTAL LABOR \$ <u>0</u>

2)	<u>MATERIAL</u>		<u>AMOUNT</u>
	<u>VENDOR</u>	<u>DATE ISSUED</u>	
	<u>Ernst Concrete - (234 CY @ 32/yd)</u>	_____	_____ 7,488
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
			SUBTOTAL \$ <u>7,488</u>
			SALES TAX _____
			TOTAL MATERIAL \$ <u>7,488</u>

3)	<u>SUBCONTRACTORS</u>		
	<u>VENDOR</u>	<u>DATE ISSUED</u>	<u>AMOUNT</u>
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
			TOTAL SUBCONTRACTORS \$ <u>0</u>

4)	<u>EQUIPMENT</u>	<u>AMOUNT</u>
	_____	_____
	_____	_____
	_____	_____
	_____	_____
		TOTAL EQUIPMENT \$ <u>0</u>

5) GENERAL REQUIREMENTS

TESTING	<u>0</u>
SMALL TOOLS (3% OF Direct Labor)	<u>0</u>
FIELD OFFICE EXPENSE	<u>0</u>
WINTER PROTECTION	<u>0</u>
CLEAN-UP	<u>0</u>
DUMPSTER	<u>0</u>

TOTAL GEN. REQUIREMENTS \$ 0

SUBTOTAL (ACCUMULATIVE PREVIOUS COSTS) \$ 8653

6) INSURANCES/BOND

BLDRS. RISK INSURANCE	0.002 x total cost)	<u>17</u>
BOND	(0.015 x total cost)	<u>130</u>
LIABILITY INSURANCE	(0.015 x total cost)	<u>130</u>
CAT TAX	(0.003 x total cost)	<u>22</u>
OCP INSURANCE	(0.001 x total cost)	<u>9</u>

TOTAL INSURANCES/BOND \$ 308

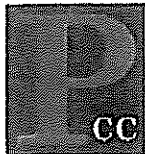
SUMMARY	1. LABOR	2. MATERIAL	3. SUBCONT.	4. EQUIP.	5. & 6. GEN. REQ. INS./BOND	TOTAL
SUBTOTAL	<u>0</u>	<u>7,488</u>	<u>0</u>	<u>0</u>	<u>308</u>	<u>7,796</u>
OVHD%	8% <u>0</u>	8% <u>599</u>	3% <u>0</u>	8% <u>0</u>	0% <u>0</u>	<u>599</u>
SUBTOTAL	<u>0</u>	<u>8,087</u>	<u>0</u>	<u>0</u>	<u>308</u>	<u>8,395</u>
PROFIT %	7% <u>0</u>	7% <u>566</u>	2% <u>0</u>	7% <u>0</u>	0% <u>0</u>	<u>566</u>
SUBTOTAL	<u>0</u>	<u>8,653</u>	<u>0</u>	<u>0</u>	<u>308</u>	<u>8,961</u>
GRAND TOTAL.....						<u>\$ 8,961</u>

TIME EXTENSION: _____ Calendar Days.
(Based upon written acceptance of this proposal by _____ .)

This proposal shall remain valid for _____ Calendar Days.
(Peterson Construction Company reserves the right to review and/or revise this proposal if not
accepted by _____ .)

SUBMITTED BY: Mike Fritchie DATE: 10/22/20
Project Manager

ACCEPTED BY: _____ DATE: _____
crsum-fmt



PETERSON
CONSTRUCTION COMPANY
An Equal Opportunity Employer

18817 S. R. 501 North, PO Box 2058, Wapakoneta, Ohio 45895-0558
PH: 419-941-2233, Fax: 419-941-2244 www.petersonconstructionco.com

October 23, 2020

Via E-Mail

AECOM
277 West Nationwide Blvd
Columbus, OH 43215

ATTN: Brian Benedict

RE: Franklin Area WTP
PCC Change Order Request No. 713-10
"Shaker Road Culvert Pipe"

Gentlemen:

Per your request, we offer a price of \$3,997 to furnish and install an additional culvert pipe at the Shaker Road entrance per Warren County.

Please see our attached Change Request Summary.

Please issue a formal Change Order if this is acceptable to you.

Do not hesitate to call with any questions you may have.

Sincerely,

PETERSON CONSTRUCTION COMPANY

Mike Fritchie
Project Manager

MEF

c: PCC Field – Scott Urquhart

CHANGE ORDER REQUEST SUMMARY

PROJECT: Franklin Area WTP Membrane Softening

PROJECT NO.: P20-713

PCC CHANGE REQUEST NO.: 713 - 10

DATE: 10/23/20

DESCRIPTION: Culvert Pipe @ Shaker Road

ARCHITECT'S REFERENCE: _____

ARCH. CHANGE ORDER NO.: _____

1)	<u>LABOR</u>		<u>AMOUNT</u>
	DIRECT FIELD LABOR		896
	SUPERVISION		90
			TOTAL LABOR \$ <u>986</u>

2)	<u>MATERIAL</u>			
	<u>VENDOR</u>	<u>DATE ISSUED</u>	<u>AMOUNT</u>	
	Culvert Pipe	_____	1,477	
	_____	_____	_____	
	_____	_____	_____	
	_____	_____	_____	
	_____	_____	_____	
			SUBTOTAL \$ <u>1,477</u>	
			SALES TAX _____	
			TOTAL MATERIAL \$ <u>1,477</u>	

3)	<u>SUBCONTRACTORS</u>			
	<u>VENDOR</u>	<u>DATE ISSUED</u>	<u>AMOUNT</u>	
	_____	_____	_____	
	_____	_____	_____	
	_____	_____	_____	
	_____	_____	_____	
	_____	_____	_____	
			TOTAL SUBCONTRACTORS \$ <u>0</u>	

4)	<u>EQUIPMENT</u>		<u>AMOUNT</u>
	Excavator		600
	Trucking		240
	_____		_____
	_____		_____
			TOTAL EQUIPMENT \$ <u>840</u>

5) GENERAL REQUIREMENTS

TESTING	<u>0</u>
SMALL TOOLS (3% OF Direct Labor)	<u>42</u>
FIELD OFFICE EXPENSE	<u>0</u>
WINTER PROTECTION	<u>0</u>
CLEAN-UP	<u>0</u>
DUMPSTER	<u>0</u>

TOTAL GEN. REQUIREMENTS \$ 42

SUBTOTAL (ACCUMLATIVE PREVIOUS COSTS) \$ 3859

6) INSURANCES/BOND

BLDRS. RISK INSURANCE	0.002 x total cost)	<u>8</u>
BOND	(0.015 x total cost)	<u>58</u>
LIABILITY INSURANCE	(0.015 x total cost)	<u>58</u>
CAT TAX	(0.003 x total cost)	<u>10</u>
OCP INSURANCE	(0.001 x total cost)	<u>4</u>

TOTAL INSURANCES/BOND \$ 138

SUMMARY	1. LABOR	2. MATERIAL	3. SUBCONT.	4. EQUIP.	5. & 6. GEN. REQ. INS./BOND	TOTAL
SUBTOTAL	<u>986</u>	<u>1,477</u>	<u>0</u>	<u>840</u>	<u>180</u>	<u>3,483</u>
OVHD%	8% <u>79</u>	8% <u>118</u>	3% <u>0</u>	8% <u>67</u>	0% <u>0</u>	<u>264</u>
SUBTOTAL	<u>1,065</u>	<u>1,595</u>	<u>0</u>	<u>907</u>	<u>180</u>	<u>3,747</u>
PROFIT %	7% <u>75</u>	7% <u>112</u>	2% <u>0</u>	7% <u>63</u>	0% <u>0</u>	<u>250</u>
SUBTOTAL	<u>1,140</u>	<u>1,707</u>	<u>0</u>	<u>970</u>	<u>180</u>	<u>3,997</u>
GRAND TOTAL.....						\$ <u>3,997</u>

TIME EXTENSION: _____ Calendar Days.
(Based upon written acceptance of this proposal by _____ .)

This proposal shall remain valid for _____ Calendar Days.
(Peterson Construction Company reserves the right to review and/or revise this proposal if not accepted by _____ .)

SUBMITTED BY: Mike Fritchie DATE: 10/23/20
Project Manager

ACCEPTED BY: _____ DATE: _____
crsum-fmt

Office of Permit No.: 6670

Warren County Engineer

105 Markey Road
Lebanon, Ohio 45036
<http://www.wceo.us/>

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

Phone: (513) 695-3301
Fax: (513) 695-3323
Email: W.Fisher@co.warren.oh.us

Driveway Culvert Permit Application

Applicant to complete block below, and return to address above.

Current address

Name: CHRISTOPHER WOJNICZ Date: 08-24-2020
Address: 406 JUSTICE DRIVE Phone: 513-695-1250 (Home) _____ (Cell) _____
City & Zip: LEBANON, OHIO 45036 Email: CHRISTOPHER.WOJNICZ@CO.WARREN

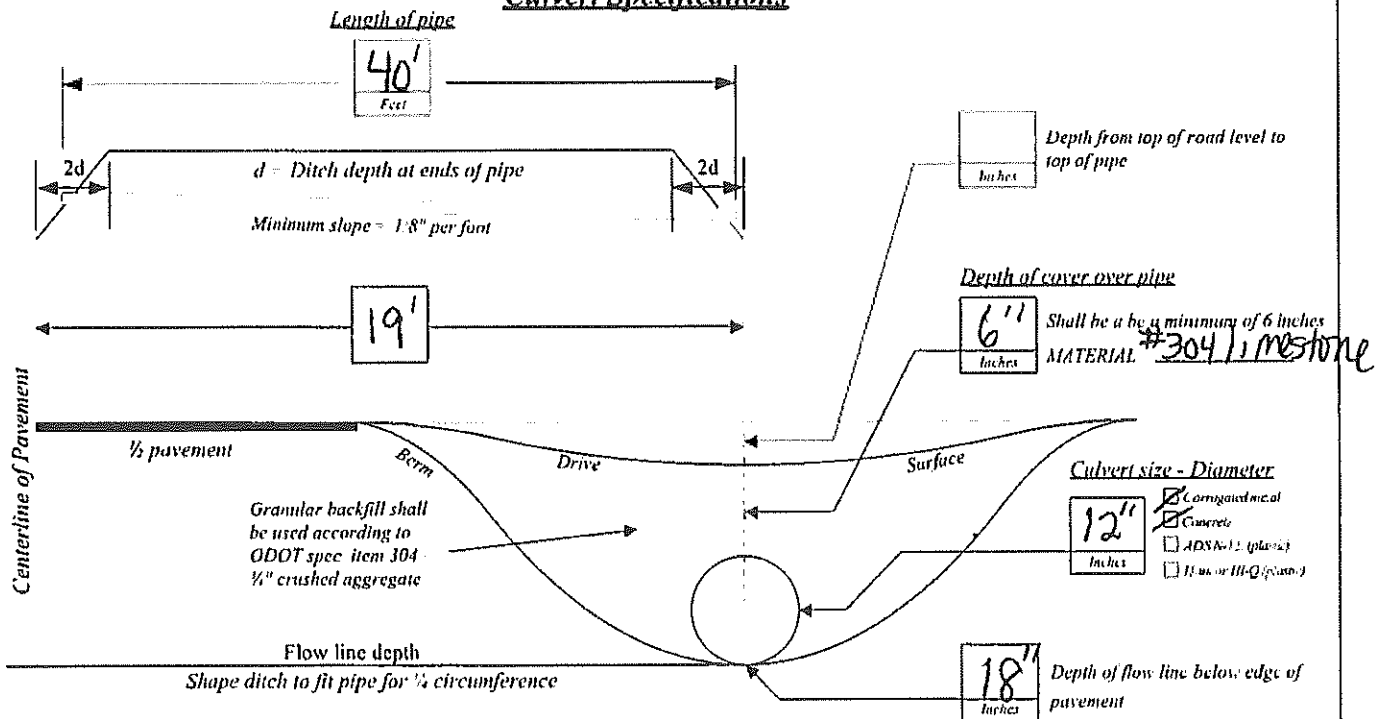
Proposed driveway information

Road Name: SHAKER ROAD Subdivision: EASTBROOK SECTION 1
Building Permit No.: 2020-715 Sidwell No.: 08361270140 Lot No.: "C"
Address shall not be assigned without Sidwell No.

Driveway use: Residential Commercial Second drive Field access Replacement

To be completed by Engineer's Office.

Culvert Specifications



To be completed by Engineer's Office.

House number assigned to this location: 6829
Specifications to applicant: 8-25-2020
Final approval date: _____

Warren County Engineer - Neil F. Tunison, P.E., P.S.

Permits Coordinator - Jason Fisher

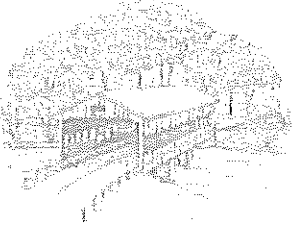
Utility pole is to be moved
Additional comments

General Notes

- (1.) *The property owner shall construct and maintain drive approaches pursuant to Ohio Revised Code Sections 5543.16 & 5571.16.*
- (2.) *Driveways graded toward the roadway shall have a low point over the culvert, or ditch line, to direct the storm water into the roadside ditch.*
- (3.) *Applicant to draw sketch of desired location with approximate distance from nearest road intersection*
- (4.) *Applicant shall place in the center of proposed drive, a survey stake, painted orange, with applicants last name printed on face of stake.*
- (5.) *Concrete driveways shall have a finished grade at, or below, edge of pavement.*
- (6.) *Headwalls shall not be permitted.*

Applicant to complete installation as specified, and upon completion, contact the Warren County Engineer's Office for final inspection and release. Occupancy Permits shall not be issued without this final release.

Please sketch a map locating the site below. Please include the nearest street intersection or adjacent address.



WARREN COUNTY ENGINEER'S OFFICE
105 Markey Road, Lebanon, Ohio 45036
 Main Ph: (513) 695-1364 Fax (513)-695-2967
 CIN. (513) 925-3301 DAY. (937) 425-3301

ACCESS PERMIT
 (PLEASE PRINT)

Access Permit # _____ (attach application)

Effective Date 8-25-2020

The permit under the conditions stated in the application or stated below (with the condition stated below superceding the application) is hereby:

Granted **Denied**

Justification for denial (if applicable): _____

Conditions for approval if other than the information or conditions outlined in the application (including attachments): The existing utility pole is to be removed.

CHECK whichever applies:

- This preliminary access approval will remain valid for a period of ten years beyond the effective date unless noted otherwise in the permit conditions.
- This access permit will remain valid for a period of two (2) years beyond the effective date unless noted otherwise in the permit condition.

By: Neil F. Junion
 County Engineer

8-25-2020
 Date

Jason Fisher
 County Representative

8-25-2020
 Date

Entered into GIS _____ initials _____ date

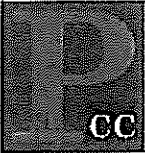
**SPECIFICATIONS FOR CONSTRUCTION
WITHIN PUBLIC ROAD RIGHT-OF-WAY
IN WARREN COUNTY**

- 1. DRIVEWAYS SHALL BE INSTALLED ACCORDING TO SPECIFICATIONS ON DRIVEWAY CULVERT PERMITS AND INSPECTED AND APPROVED BY THE WARREN COUNTY ENGINEER'S OFFICE. FAILURE TO MAKE PROPER INSTALLATION SHALL BE CAUSE FOR HIGHWAY DEPARTMENT TO REMOVE DRIVEWAY AND ASSESS THE COST TO THE PROPERTY OWNER.**
- 2. MINIMUM PIPE DIAMETER OF 12 INCHES AND MINIMUM LENGTH OF 26 FEET IS REQUIRED FOR ANY DRIVEWAY. CULVERT PIPE MATERIAL MUST BE EITHER REINFORCED CONCRETE OR CORRUGATED METAL. EXTRA STRENGTH (N-12 OR HIQ) CORRUGATED POLYETHYLENE PIPE MAY BE USED IF THE WARREN COUNTY ENGINEER'S OFFICE GIVES YOU SPECIFIC APPROVAL FOR ITS USE.**
- 3. IT IS THE RESPONSIBILITY OF THE PERSONS INVOLVED WITH THIS CONSTRUCTION PROJECT TO COMPLY WITH ALL THE RULES AND REGULATIONS SET FORTH BY WARREN COUNTY AND THE STATE OF OHIO. FAILURE TO DO SO WILL BE SUBJECT TO PENALTIES PROVIDED BY SECTIONS 5569.10 AND 5591.26 OF THE OHIO REVISED CODE.**
- 4. ALL CULVERT PIPE MUST BE INSTALLED WITH COMPACTED BACKFILL AND WITH ADEQUATE COVER (12" MINIMUM UNLESS OTHERWISE APPROVED BY THE WARREN COUNTY ENGINEER'S OFFICE) TO PROTECT THE PIPE FROM DAMAGE. CONCRETE RETAINING WALLS/HEADWALLS ARE NOT PERMITTED UNDER ANY CIRCUMSTANCES ON THROUGH COUTNY OR TOWNSHIP ROADS.**
- 5. NO CONSTRUCTION SHALL BE PERMITTED WITHIN THE PUBLIC RIGHT-OF-WAY WHICH WILL CREATE ANY OBJECTS CONSIDERED HAZARDOUS FIXED OBJECTS.**
- 6. MAILBOXES SHALL BE OF BREAKAWAY TYPE CONSTRUCTION AND SHALL MEET THE FOLLOWING CRITERIA:
 - A. MAXIMUM 4" X 4" OR 4 ½" ROUND TIMBER POST.**
 - B. MAXIMUM 2" I.D. NORMAL PIPE SIZE STEEL POSTS.**
 - C. BOXES SHALL BE NO LARGER OR HEAVIER THAN U.S. POSTAL STANDARDS.****

*******MAILBOXES SHALL NOT BE SET IN CONCRETE*******

WARNING

"WHERE AN ABUTTING LANDOWNER OR OCCUPIER USES THE HIGHWAY RIGHT-OF-WAY IN A MANNER INCONSISTENT WITH A HIGHWAY PURPOSE, AND WHERE SUCH USAGE CONSTITUTES AN UNREASONABLE HAZARD TO USERS OF THE HIGHWAY, THE LANDOWNER OF THE OCCUPIER MAY BE LIABLE FOR DAMAGES PROXIMATELY CAUSED BY THE IMPROPER USE OF THE RIGHT-OF-WAY."



**PETERSON
CONSTRUCTION COMPANY**
An Equal Opportunity Employer

18817 S. R. 501 North, PO Box 2058, Wapakoneta, Ohio 45895-0558
PH: 419-941-2233, Fax: 419-941-2244 www.petersonconstructionco.com

October 23, 2020

Via E-Mail

AECOM
277 West Nationwide Blvd
Columbus, OH 43215

ATTN: Brian Benedict

RE: Franklin Area WTP
PCC Change Order Request No. 713-11
"Undercut Roadway"

Gentlemen:

Per your request, we offer a price of **\$5,985** to undercut soft roadway per the recommendations of the onsite testing company (Alt & Witzig Engineering, Inc).

Please see our attached Change Request Summary.

Please issue a formal Change Order if this is acceptable to you.

Do not hesitate to call with any questions you may have.

Sincerely,

PETERSON CONSTRUCTION COMPANY

Mike Fritchie
Project Manager

MEF
c: PCC Field – Scott Urquhart

CHANGE ORDER REQUEST SUMMARY

PROJECT: Franklin Area WTP Membrane Softening

PROJECT NO.: P20-713

PCC CHANGE REQUEST NO.: 713 - 11

DATE: 10/23/20

DESCRIPTION: Roadway Undercuts

ARCHITECT'S REFERENCE: _____

ARCH. CHANGE ORDER NO.: _____

1)	<u>LABOR</u>	<u>AMOUNT</u>
	DIRECT FIELD LABOR	<u>1,320</u>
	SUPERVISION	<u>132</u>
		TOTAL LABOR \$ <u>1,452</u>

2)	<u>MATERIAL</u>		<u>AMOUNT</u>
	<u>VENDOR</u>	<u>DATE ISSUED</u>	
	<u>Geogrid</u>	<u> </u>	<u>1,126</u>
	<u>304 Stone - 80 tons</u>	<u> </u>	<u>1,588</u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
			SUBTOTAL \$ <u>2,714</u>
			SALES TAX <u> </u>
			TOTAL MATERIAL \$ <u>2,714</u>

3)	<u>SUBCONTRACTORS</u>		
	<u>VENDOR</u>	<u>DATE ISSUED</u>	<u>AMOUNT</u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>
			TOTAL SUBCONTRACTORS \$ <u>0</u>

4)	<u>EQUIPMENT</u>	<u>AMOUNT</u>
	<u>Excavator</u>	<u>200</u>
	<u>Trucking</u>	<u>240</u>
	<u>Dozer</u>	<u>150</u>
	<u>Roller</u>	<u>150</u>
		TOTAL EQUIPMENT \$ <u>740</u>

5) GENERAL REQUIREMENTS

TESTING	0
SMALL TOOLS (3% OF Direct Labor)	40
FIELD OFFICE EXPENSE	0
WINTER PROTECTION	0
CLEAN-UP	69
DUMPSTER	0

TOTAL GEN. REQUIREMENTS \$ 109

SUBTOTAL (ACCUMLATIVE PREVIOUS COSTS) \$ 5778

6) INSURANCES/BOND

BLDRS. RISK INSURANCE	0.002 x total cost)	12
BOND	(0.015 x total cost)	87
LIABILITY INSURANCE	(0.015 x total cost)	87
CAT TAX	(0.003 x total cost)	15
OCP INSURANCE	(0.001 x total cost)	6

TOTAL INSURANCES/BOND \$ 207

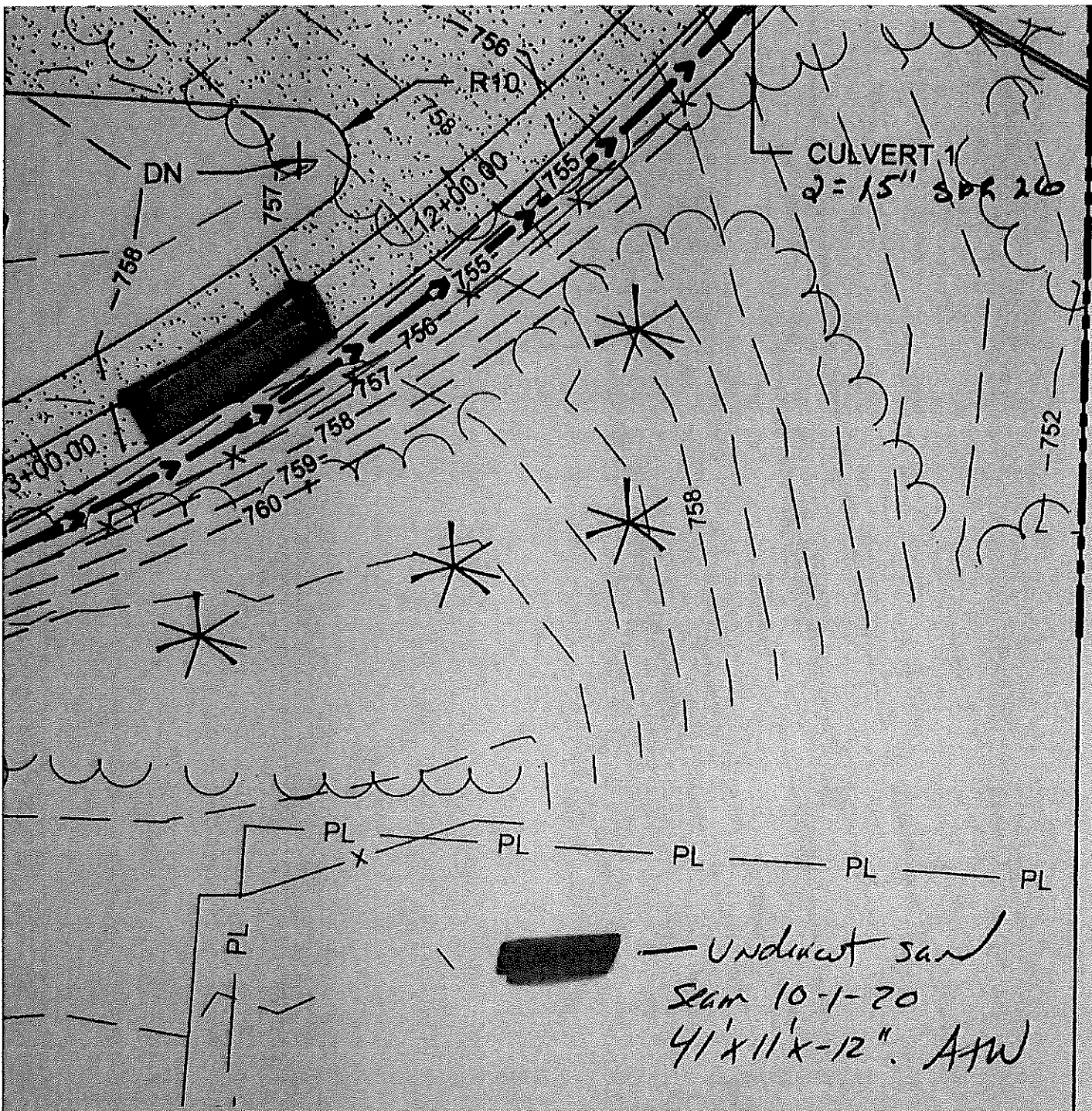
SUMMARY	1. LABOR	2. MATERIAL	3. SUBCONT.	4. EQUIP.	5. & 6. GEN. REQ. INS./BOND	TOTAL
SUBTOTAL	1,452	2,714	0	740	316	5,222
OVHD%	8% 116	8% 217	3% 0	8% 59	0% 0	392
SUBTOTAL	1,568	2,931	0	799	316	5,614
PROFIT %	7% 110	7% 205	2% 0	7% 56	0% 0	371
SUBTOTAL	1,678	3,136	0	855	316	5,985
GRAND TOTAL						\$ 5,985

TIME EXTENSION: _____ Calendar Days.
(Based upon written acceptance of this proposal by _____ .)

This proposal shall remain valid for _____ Calendar Days.
(Peterson Construction Company reserves the right to review and/or revise this proposal if not accepted by _____ .)

SUBMITTED BY: Mike Fritchle DATE: 10/23/20
Project Manager

ACCEPTED BY: _____ DATE: _____
crsum-fmt



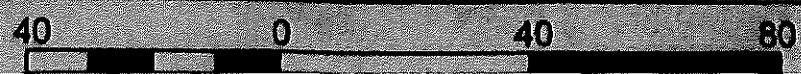
Undersat sand
 Scan 10-1-20
 41' x 11' x 12". ATW

HOLES, VALVE BOXES, ETC. SHALL BE ADJUSTED TO GRADE.

OF NEW AND REPLACED PAVEMENT SHALL BE ONE CONTINUOUS POUR.

PAVEMENT SHALL BE COMPLETED AS SHOWN. LINES TO BE 4" THICK.

9-FOOT EVERGREEN TREES: FIVE EASTERN WHITE PINE (PINUS STROBUS),
 RED CEDER (JUNIPERUS VIRGINIANA), AND FIVE EASTERN HEMLOCK
 (PSEUDOTSUGA MENSURATA). LOCATE AS DIRECTED BY OWNER.



Tested For:

Kathryn Gilbert
Warren County Water & Sewer Department
406 Justice Drive
Lebanon , OH 45036

Inspection Date:

Wednesday, September 30, 2020

Project:

Franklin Area WTP(FAWTP)
6648 Shelly Street
Franklin , OH
A&W Project OC20112

Subgrade Evaluation

Structure Type:

Subgrade

Location:

Roadway approximately station 13+00 to 13+50

Visual inspection of roadway, and probing for soft spots in an area of the entrance drive that developed rutting during the placement of subbase stone. Roadway heaving after stone trucks rolling on roadway. Today probed and found soft areas within natural setting of subgrade. Advised with our office on the issue, and recommended the contractor pull back #304 stone subbase within area, and removing geotextile on top of subgrade. Undercut soft clays to 12 inches below subgrade, re-apply new geotextile to overlap with existing, apply BX1200 on top of geotextile and extending approximately 2 to 3 feet beyond the extent of the soft conditions. Then place new #304 stone in lifts to backfill undercut, and replace #304 sub base.

In addition, some of the grading conditions on the site currently direct most surface drainage to the area of concern. It is recommended the grading be reworked if possible to capture surface drainage and send to a storm structure away from pavement subgrades. If this cannot be accomplished with grading, then an underdrain routed to a catch basin may be considered.

If there are any questions concerning this matter, contact our office at your convenience.

Sr. Engineering Technician: Kevin Cornell

Principal Engineer: Tobin C. Moore, P.E.



picture #1



picture #2

Tested For:

Kathryn Gilbert
Warren County Water & Sewer Department
406 Justice Drive
Lebanon, OH 45036

Inspection Date:

Thursday, October 1, 2020

Project:

Franklin Area WTP(FAWTP)
6648 Shelly Street
Franklin, OH
A&W Project OC20112

SOILS UNDERCUT

Structure Type:

Subgrade

Location:

Stations 12+40 through 12+80, south half of roadway

As per your request our representative arrived at the above referenced job site to monitor undercutting of unsuitable materials under pavement/roadway for stations 12+40 through 12+80 (estimated).

The undercuts measured (LxWxD) 41' x 11' x -12", south half of roadway. The unsuitable materials is described as a sand seam carrying moisture and saturated clay.

If you have any questions concerning this matter, please contact our office at your convenience.

Project Manager: Kevin Cornell

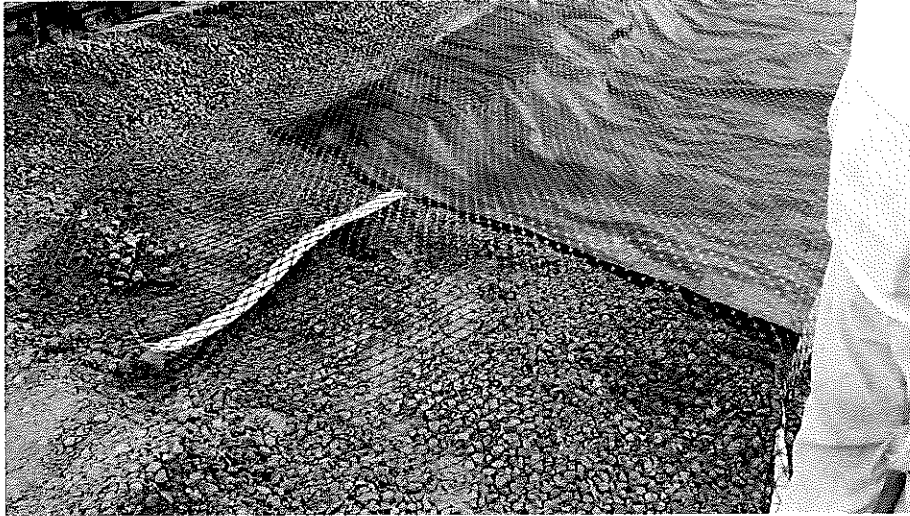
Principal Engineer: Tobin C. Moore, P.E.



picture #1



picture #2 Goetextile placed



picture #3 Geogrid TriAx



picture #4 Compacted #304



Tested For:

Kathryn Gilbert
Warren County Water & Sewer Department
406 Justice Drive
Lebanon , OH 45036

Inspection Date:

Thursday, October 1, 2020

Report No:

OC20112-CMP-A

Project:

Franklin Area WTP(FAWTP)
6648 Shelly Street
Franklin , OH
A&W Project OC20112

REPORT OF FIELD COMPACTION TESTS

TEST DATA: NUCLEAR GAUGE

<u>NO.</u>	<u>DEPTH/ SOIL ID ELEV. NUMBER</u>	<u>MAXIMUM LAB DRY DENSITY</u>	<u>MOISTURE CONTENT</u>	<u>IN-PLACE DRY DENSITY</u>	<u>PERCENT COMPACTION</u>	<u>COMMENTS</u>
1	Grade 2SG	138.2	5.7	139.2	100.7%	A
2	Grade 2SG	138.2	5.6	139.4	100.9%	A

NO. TEST LOCATION: Undercut roadway stations 12+40 through 12+80

- 1 Station 12+50, south half
- 2 Station 12+75, south half

NOTES

DENSITIES SHOWN: Lbs. per cubic foot
MOISTURE CONTENT: Percent of dry weight
PERCENT COMPACTION: Based on maximum dry density obtained on sample indicated by soil ID number

- A. TEST RESULTS COMPLY WITH SPECIFICATIONS
- B. RECOMPACTION REQUIRED
- C. TEST IS AFTER RECOMPACTION

Sr. Engineering Tech.: Kevin Cornell



picture #1 Undercut #304 placement for compaction

Resolution

Number 20-1754

Adopted Date December 08, 2020

APPROVE AGREEMENT AND ADDENDUM WITH MY PLACE AS A CHILD
PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY
CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with My Place, on behalf of Warren County Children Services, for calendar year 2020-2021, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a— My Place
Children Services (file)

Ohio Department of Job and Family Services

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

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

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

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

and My Place, hereinafter "Provider," whose address is:

My Place
1625 E Mound ST APT 2A
Columbus, OH 43205

Collectively the "Parties."

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from **09/01/2020** through **05/31/2021**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

Article V. PROVIDER RESPONSIBILITIES

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

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

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
 2. Child Alleging Physical or Sexual Abuse/Neglect;
 3. Death of Child;
 4. Illicit drug/alcohol use, Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion/Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse;
 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.
- Notification will be made to the Agency via the Agency's Child Abuse\Neglect Hotline/assigned Caseworker or by other established notification system.
- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been

completed.

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

Article VI. AGENCY RESPONSIBILITIES

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

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

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

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

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

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

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

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

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

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

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

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

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

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

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

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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

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

Article XII. INDEPENDENT CONTRACTOR

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

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

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

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

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

Article XV. AMENDMENTS

This Agreement, Addenda, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written amendment signed by both parties; however, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written amendment signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Agreement is prospective in nature.

Article XVI. NOTICE

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

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

if to Provider , to
My Place
1625 E Mound ST APT 2A
Columbus, OH 43205

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

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

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

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

Article XX. INSURANCE

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

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

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

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

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

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

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

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

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

F. The Provider further agrees with the following provisions:

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

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

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

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

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

B. Transportation of Child

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

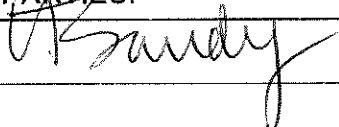

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or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

Article XXXIII. APPLICABLE LAW AND VENUE


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

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

SIGNATURES OF PARTIES:

Provider: 	
Printed Name	Date
My Place	
Agency: 	
Printed Name	Date
Warren County Children Services	11/23/20

APPROVED AS TO FORM


Kathryn M. Horvath
 Asst. Prosecuting Attorney

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

ADDENDA TO AGREEMENT

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

This Agreement is between

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

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

and

Provider My Place		
Street/Mailing Address 1625 E Mound ST APT 2A		
City Columbus	State OH	Zip Code 43205

hereinafter "Provider," whose address is:

Contract ID : 19221062

Originally Dated :09/01/2020 to 05/31/2021

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

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

09/01/2020

Amendment End Date :

05/31/2021

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency : Warren County Children Services
 Run Date: 10/13/2020
 Provider / ID : My Place/ 7715156
 Contract Period : 09/01/2020 - 05/31/2021

Service Description	Service ID	Person ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Independent Living	35897			\$150.00								\$150.00	09/01/2020	05/31/2021

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

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

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

AMENDMENT #1:

Wherever referenced herein and throughout the Agreement, the terms “Agency” or “Warren County Children Services” shall refer to the Warren County Board of County Commissioners, contracting authority for Warren County Children Services, entering into this Agreement on behalf of Warren County Children Services.

AMENDMENT #2:

Article V, subsection (I) shall be amended to add the following language:

3. When a strip search or cavity search is conducted.

AMENDMENT #3:

The following provisions shall be added to Article V of the Agreement:

AA. Any notification required pursuant to subsections (G), (H), or (I) of Article V shall require verbal contact with an Agency representative. Leaving a voicemail shall not constitute notification under these sections.

BB. Provider shall make available for immediate inspection upon request by the Agency any and all written policies and procedures for operation of the facility, including, but not limited to, policies relating to use of physical restraint; searches, including policies for strip searches, and cavity searches; and policies for medication administration.

AMENDMENT #4:

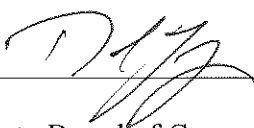
Article VI, subsection (H) of the Agreement shall be amended as follows:

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

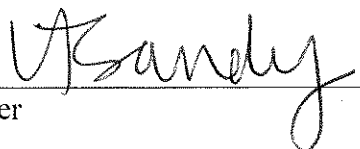
ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 20-1959, dated 12/8/20, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:

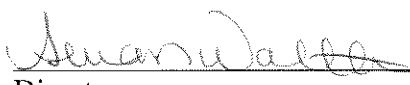


President
Warren County Board of Commissioners
Date 12/8/20




Provider
Date _____

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Franklin

I, Vickie Thompson-Sandy, holding the title and position of President + CEO at the firm The Buckeye Ranch, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

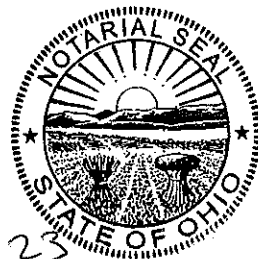
Vickie Thompson-Sandy
AFFIANT

Subscribed and sworn to before me this 28th day of October 2020

Kenneth H. Jackson
(Notary Public),

Franklin County.

My commission expires May 13, 2023



KENNETH H. JACKSON
Notary Public, State of Ohio
My Commission Expires 05-13-2023

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

Resolution

Number 20-1755

Adopted Date December 08, 2020

APPROVE AGREEMENT AND ADDENDUM WITH RESTORATION RANCH OF OHIO, INC. AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Restoration Ranch of Ohio, Inc., on behalf of Warren County Children Services, for calendar year 2020-2021, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a— Restoration Ranch of Ohio, Inc.
Children Services (file)

Ohio Department of Job and Family Services

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

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

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

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

and Restoration Ranch of Ohio, Inc. , hereinafter "Provider," whose address is:

Restoration Ranch of Ohio, Inc.
903 N Union Rd Ste A
Lebanon, OH 45036

Collectively the "Parties."

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from **11/01/2020** through **05/31/2021**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

Article V. PROVIDER RESPONSIBILITIES

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

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

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
 2. Child Alleging Physical or Sexual Abuse/Neglect;
 3. Death of Child;
 4. Illicit drug/alcohol use, Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion/Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse;
 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.
- Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline/assigned Caseworker or by other established notification system.
- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been

completed.

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

Article VI. AGENCY RESPONSIBILITIES

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

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

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

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

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

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

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

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

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

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

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

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

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

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

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

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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

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

Article XII. INDEPENDENT CONTRACTOR

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

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

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

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

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

Article XV. AMENDMENTS

This Agreement, Addenda, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written amendment signed by both parties; however, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written amendment signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Agreement is prospective in nature.

Article XVI. NOTICE

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

if to Agency, to	Warren County Children Services 416 S East St Lebanon, OH 45036
if to Provider , to	Restoration Ranch of Ohio, Inc. 903 N Union Rd Ste A Lebanon, OH 45036

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

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

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

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

Article XX. INSURANCE

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

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

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

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

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

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:

1. Additional insured endorsement;
2. Pay on behalf of wording;
3. Concurrency of effective dates with primary;
4. Blanket contractual liability;
5. Punitive damages coverage (where not prohibited by law);
6. Aggregates: apply where applicable in primary;
7. Care, custody and control – follow form primary; and
8. Drop down feature.

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

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

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

F. The Provider further agrees with the following provisions:

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

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

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

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

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

B. Transportation of Child

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS



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

Article XXXIII. APPLICABLE LAW AND VENUE

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

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

SIGNATURES OF PARTIES:

Provider:		11/5/2020
Printed Name	Restoration Ranch of Ohio, Inc.	Date
Agency:		
Printed Name	Warren County Children Services	Date

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

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

ADDENDA TO AGREEMENT

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

This Agreement is between

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

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

and

hereinafter "Provider," whose address is:

Provider Restoration Ranch of Ohio, Inc.		
Street/Mailing Address 903 N Union Rd Ste A		
City Lebanon	State OH	Zip Code 45036

Contract ID : 19224364

Originally Dated :11/01/2020 to 05/31/2021

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

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

11/01/2020

Amendment End Date :

05/31/2021

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency : Warren County Children Services

Run Date: 11/04/2020

Provider / ID : Restoration Ranch of Ohio, Inc. / 27789868

Contract Period : 11/01/2020 - 05/31/2021

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Children's Residential Center	7638363			\$235.00	\$0.00							\$235.00	11/01/2020	05/31/2021

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

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

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

AMENDMENT #1:

Wherever referenced herein and throughout the Agreement, the terms “Agency” or “Warren County Children Services” shall refer to the Warren County Board of County Commissioners, contracting authority for Warren County Children Services, entering into this Agreement on behalf of Warren County Children Services.

AMENDMENT #2:

Article V, subsection (I) shall be amended to add the following language:

3. When a strip search or cavity search is conducted.

AMENDMENT #3:

The following provisions shall be added to Article V of the Agreement:

AA. Any notification required pursuant to subsections (G), (H), or (I) of Article V shall require verbal contact with an Agency representative. Leaving a voicemail shall not constitute notification under these sections.

BB. Provider shall make available for immediate inspection upon request by the Agency any and all written policies and procedures for operation of the facility, including, but not limited to, policies relating to use of physical restraint; searches, including policies for strip searches, and cavity searches; and policies for medication administration.

AMENDMENT #4:

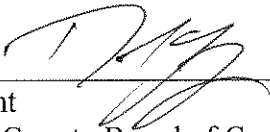
Article VI, subsection (H) of the Agreement shall be amended as follows:

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 20-1755, dated 12/8/20, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:




President
Warren County Board of Commissioners
Date 12/8/20

Restoration Ranch


Provider Allen Rose
Date _____

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF WARREN

I, Anthony Rose, holding the title and position of Executive Director at the firm Restoration Ranch of Ohio affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

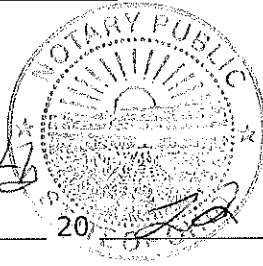
No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

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

Anthony Rose
AFFIANT

Subscribed and sworn to before me this 19th day of November 2020

Anette L. Janssen
(Notary Public),
Butler County.



ANETTE L. JANSSEN
Notary Public, State of Ohio
My Commission Expires

My commission expires Feb 25th 2021

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

Resolution

Number 20-1756

Adopted Date December 08, 2020

ACKNOWLEDGE PAYMENT OF BILLS

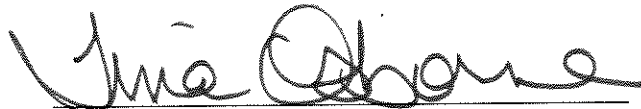
BE IT RESOLVED, to acknowledge payment of bills from 12/1/20 and 12/3/20 as attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor ✓

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1757

Adopted Date December 08, 2020

ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTION

WHEREAS, pursuant to Resolution #16-1936, this Board authorized approval of necessary financial documents in their absence by the County Administrator, Deputy County Administrator or Clerk of Commissioners; and

NOW THEREFORE BE IT RESOLVED, to acknowledge approval of the attached financial transaction as attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor
Appropriation adjustment file
Recorder (file)

APPROVE APPROPRIATION ADJUSTMENT WITHIN RECORDER'S FUND #²²¹⁴~~216-1160~~

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2000.00 from ²²¹⁶#216-1160-⁵400 (purchased services)
 Into ²²¹⁶#216-1160-⁵317 (non-capital item)

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

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

Resolution adopted this 3th day of December, 2020.

BOARD OF COUNTY COMMISSIONERS

Tina Davis, Clerk

tz/

cc: Auditor _____
Appropriation Adjustment file
Recorder (file)
OMB

↑ Zmäl
to be ratified
12.8.2020

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1758

Adopted Date December 08, 2020

ACKNOWLEDGE RECEIPT OF NOVEMBER 2020 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the November 2020 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor (file)
S. Spencer
Tina Osborne

Financial Statement for 2020 Period 11



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	63,370,188.92	5,394,354.11	1,112,167.35	67,652,375.68	504,960.76	68,157,336.44
2201	SENIOR CITIZENS SERVICE LEVY	11,708,587.25	254.64	3,750.00	11,705,091.89	0.00	11,705,091.89
2202	MOTOR VEHICLE	4,809,339.66	960,967.48	576,038.94	5,194,268.20	84,857.92	5,279,126.12
2203	HUMAN SERVICES	863,080.40	168,622.89	347,150.40	684,552.89	18,506.60	703,059.49
2205	BOARD OF DEVELOPMENTAL DISABIL	41,398,752.04	406,947.69	1,059,634.56	40,746,065.17	171,400.49	40,917,465.66
2206	DOG AND KENNEL	564,243.14	4,828.95	23,870.86	545,201.23	457.33	545,658.56
2207	LAW LIBRARY RESOURCES FUND	318,546.52	26,626.87	69,932.75	275,240.64	33,314.72	308,555.36
2208	CO&TRANSIT MEDICAID SALES TAX	835,463.72	0.00	0.00	835,463.72	0.00	835,463.72
2209	BOE ELECTIONS SECURITY GRANTS	101,486.83	88.67	45,599.85	55,975.65	41,814.44	97,790.09
2210	LOCAL CORONAVIRUS RELIEF FUND	10,654,909.61	9,309.66	4,953,251.75	5,710,967.52	180,000.00	5,890,967.52
2215	VETERAN'S MEMORIAL	4,222.14	0.00	0.00	4,222.14	0.00	4,222.14
2216	RECORDER TECH FUND 317.321	420,475.36	14,319.50	599.10	434,195.76	0.00	434,195.76
2217	BOE TECHNOLOGY FUND 3501.17	1,833,096.19	0.00	0.00	1,833,096.19	0.00	1,833,096.19
2218	COORDINATED CARE	753,356.41	1,315.16	35,347.35	719,324.22	19,693.85	739,018.07
2219	WIRELESS 911 GOVERNMENT ASSIST	304,542.31	20,781.59	10,862.15	314,461.75	0.00	314,461.75
2220	CP INDIGENT DRVR INTRLK/MONITG	6,418.48	56.32	0.00	6,474.80	0.00	6,474.80
2221	CC/MC INDIGENT DRIVER INTERLOC	105,403.61	858.73	45.50	106,216.84	0.00	106,216.84
2222	JUV INDIGENT DRIVER INTERLOCK	1,834.33	0.00	0.00	1,834.33	0.00	1,834.33
2223	PROBATE/JUVENILE SPECIAL PROJ	255,924.29	3,402.85	1,784.81	257,542.33	165.50	257,707.83
2224	COMMON PLEAS SPECIAL PROJECTS	218,961.34	12,796.00	7,580.61	224,176.73	740.00	224,916.73
2227	PROBATION SUPERVISION 2951.021	623,512.93	6,566.64	0.00	630,079.57	0.00	630,079.57
2228	MENTAL HEALTH GRANT	81,914.69	7,500.00	0.00	89,414.69	0.00	89,414.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	2,198,140.18	43,752.47	0.00	2,241,892.65	0.00	2,241,892.65
2231	CO LODGING ADD'L 1%	39,896.74	51,131.70	41,050.27	49,978.17	0.00	49,978.17
2232	COUNTY LODGINGS TAX (FKA 7731)	0.00	0.00	0.00	0.00	0.00	0.00
2233	DOMESTIC SHELTER	34,387.74	4,373.00	21,235.74	17,525.00	0.00	17,525.00
2237	REAL ESTATE ASSESSMENT	5,954,071.41	0.00	187,237.02	5,766,834.39	145,840.99	5,912,675.38

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2238	WORKFORCE INVESTMENT BOARD	206,984.40	14,679.07	221,588.47	75.00	7,150.00	7,225.00
2243	JUVENILE GRANTS	351,546.70	2,112.61	5,403.67	348,255.64	0.00	348,255.64
2245	CRIME VICTIM GRANT FUND	20,054.75	4,660.79	5,586.45	19,129.09	0.00	19,129.09
2246	JUVENILE INDIGENT DRIVER ALCOH	23,547.22	63.00	0.00	23,610.22	0.00	23,610.22
2247	FELONY DELINQUENT CARE/CUSTODY	953,544.24	0.00	65,766.49	887,777.75	2,850.00	890,627.75
2248	TAX CERTIFICATE ADMIN FUND	27,515.86	3,800.00	374.00	30,941.86	0.00	30,941.86
2249	DTAC-DELINQ TAX & ASSESS COLLE	605,322.98	1,294.56	13,543.33	593,074.21	165.67	593,239.88
2250	CERT OF TITLE ADMIN FUND	4,711,237.13	193,498.86	91,311.67	4,813,424.32	3,003.44	4,816,427.76
2251	COAP GRANT - OPIOD ABUSE PROG	347,350.59	47,205.81	4,766.06	389,790.34	3,120.00	392,910.34
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	94,023.10	14,083.00	39,645.49	68,460.61	3,301.34	71,761.95
2255	MUNICIPAL VICTIM WITNESS FUND	66,567.93	0.00	6,008.75	60,559.18	0.00	60,559.18
2256	WARREN COUNTY SOLID WASTE DIST	1,230,473.42	8,737.88	13,699.44	1,225,511.86	1,124.05	1,226,635.91
2257	OHIO PEACE OFFICER TRAINING	84,482.00	0.00	0.00	84,482.00	0.00	84,482.00
2258	WORKFORCE INVESTMENT ACT FUND	35,923.13	52,940.74	25,701.49	63,162.38	13,789.44	76,951.82
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	200.01	82,865.17	82,865.17	200.01	0.00	200.01
2262	COMMUNITY CORRECTIONS MONITORI	590,276.08	28,798.50	16,173.55	602,901.03	440.00	603,341.03
2263	CHILD SUPPORT ENFORCEMENT	857,176.27	432,891.32	244,285.79	1,045,781.80	1,848.55	1,047,630.35
2264	EMERGENCY MANAGEMENT AGENCY	127,688.75	100,000.00	16,325.02	211,363.73	0.00	211,363.73
2265	COMMUNITY DEVELOPMENT	618,860.49	13,721.00	20,419.17	612,162.32	25.00	612,187.32
2266	COMM DEV-ENT ZONE MONITOR FEES	105,563.00	0.00	0.00	105,563.00	0.00	105,563.00
2267	LOEB FOUNDATION GRANT	0.00	25,000.00	0.00	25,000.00	0.00	25,000.00
2268	INDIGENT GUARDIANSHIP FUND	218,119.25	1,710.00	0.00	219,829.25	0.00	219,829.25
2269	INDIGENT DRIVER ALCOHOL TREATM	606,041.03	5,304.23	0.00	611,345.26	0.00	611,345.26

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2270	JUVENILE TREATMENT CENTER	492,499.33	3,943.59	82,972.03	413,470.89	352.10	413,822.99
2271	DTAC-PROSECUTOR ORC 321.261	179,473.92	0.00	13,852.93	165,620.99	150.00	165,770.99
2272	CP INDIGENT DRVR ALC TREATMT	11,586.08	0.00	0.00	11,586.08	0.00	11,586.08
2273	CHILDREN SERVICES	7,679,464.05	288,081.15	589,179.87	7,378,365.33	256,586.40	7,634,951.73
2274	COUNTY COURT COMPUTR 1907.261A	62,715.33	1,208.10	0.00	63,923.43	0.00	63,923.43
2275	COUNTY CRT CLK COMP 1907.261B	2,770.36	3,066.13	0.00	5,836.49	0.00	5,836.49
2276	PROBATE COMPUTER 2101.162	83,929.76	669.00	0.00	84,598.76	0.00	84,598.76
2277	PROBATE CLERK COMPUTR 2101.162	224,757.01	2,232.00	0.00	226,989.01	0.00	226,989.01
2278	JUVENILE CLK COMPUTR 2151.541	78,311.00	1,302.86	0.00	79,613.86	0.00	79,613.86
2279	JUVENILE COMPUTER 2151.541	38,381.43	392.86	0.00	38,774.29	0.00	38,774.29
2280	COMMON PLEAS COMPUTER 2303.201	48,714.74	2,052.00	0.00	50,766.74	0.00	50,766.74
2281	DOMESTIC REL COMPUTER 2301.031	13,458.13	198.00	1,942.25	11,713.88	942.35	12,656.23
2282	CLERK COURTS COMPUTER 2303.201	233,894.71	7,290.00	15,538.00	225,646.71	0.00	225,646.71
2283	COUNTY CT SPEC PROJ 1907.24B1	1,766,884.33	18,736.37	3,890.30	1,781,730.40	3,437.80	1,785,168.20
2284	COGNITIVE INTERVENTION PROGRAM	341,784.19	7,647.66	4,776.67	344,655.18	5,583.03	350,238.21
2285	CONCEALED HANDGUN LICENSE	768,137.79	8,238.75	5,074.74	771,301.80	233.98	771,535.78
2286	SHERIFF-DRUG LAW ENFORCEMENT	14,644.53	300.00	526.51	14,418.02	1,623.87	16,041.89
2287	SHERIFF-LAW ENFORCEMENT TRUST	140,702.39	0.00	2,016.39	138,686.00	1,463.33	140,149.33
2288	COMM BASED CORRECTIONS DONATIO	8,888.09	0.00	0.00	8,888.09	0.00	8,888.09
2289	COMMUNITY BASED CORRECTIONS	506,859.43	0.00	92,245.05	414,614.38	3,250.00	417,864.38
2290	HAZ MAT EMERG PLAN SPEC FUND	3.20	0.00	0.00	3.20	0.00	3.20
2291	SHERIFF-D.A.R.E. PROGRAM	1,001.40	162.13	0.00	1,163.53	0.00	1,163.53
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	31,166.00	40,500.00	20,234.00	51,432.00	0.00	51,432.00
2294	SHERIFF DARE LAW ENFORC GRANT	19,903.65	8,986.61	0.00	28,890.26	0.00	28,890.26
2295	TACTICAL RESPONSE UNIT	20,308.45	200.00	0.00	20,508.45	0.00	20,508.45
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2297	ENFORCEMT & EDUCATN 4511.19G5A	117,672.93	387.00	0.00	118,059.93	0.00	118,059.93
2298	REHAB INC FUNDS	79,776.74	0.00	0.00	79,776.74	0.00	79,776.74
2299	COUNTY TRANSIT	1,167,301.07	10,464.25	66,430.12	1,111,335.20	59,501.98	1,170,837.18
3327	BOND RETIREMENT SPECIAL ASSMT	477,754.27	0.00	373,206.55	104,547.72	106,614.05	211,161.77
3360	STATE OPWC LOAN	112,715.70	0.00	112,715.70	0.00	112,715.70	112,715.70
3368	2013 RADIO SYSTEM BONDS	890,986.88	0.00	890,986.88	0.00	890,986.88	890,986.88
3384	TAX INCREMENT FINANCING - P&G	1,304,012.28	0.00	418,612.50	885,399.78	0.00	885,399.78
3393	2009 RID BOND GREENS OF BUNNEL	2,940,487.50	0.00	94,637.50	2,845,850.00	94,637.50	2,940,487.50
3395	JAIL BONDS 2019	5,047,754.09	0.00	5,047,275.00	479.09	0.00	479.09
4401	COUNTY WIDE FINANCIAL SOFTWARE	226,889.46	0.00	0.00	226,889.46	0.00	226,889.46
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	11,044.12	0.00	0.00	11,044.12	0.00	11,044.12
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	242,221.00	0.00	78,659.54	163,561.46	0.00	163,561.46
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	180,787.92	0.00	69,488.22	111,299.70	0.00	111,299.70
4438	NB COLUMBIA/3C RIGHT TURN LN	20,610.75	0.00	0.00	20,610.75	0.00	20,610.75
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	4,500,000.00	0.00	0.00	4,500,000.00	0.00	4,500,000.00
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	137,662.85	0.00	60,543.87	77,118.98	0.00	77,118.98
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4467	COUNTY CONST PROJECTS	4,676,766.41	0.00	37,003.51	4,639,762.90	3,300.00	4,643,062.90
4479	AIRPORT CONSTRUCTION	849,888.05	0.00	0.00	849,888.05	0.00	849,888.05
4484	P&G TIF ROAD CONSTRUCTION	1,661,038.60	0.00	1,661,038.60	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	1,300,862.86	0.00	251,191.23	1,049,671.63	0.00	1,049,671.63
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	2,731,886.53	0.00	15,203.44	2,716,683.09	0.00	2,716,683.09
4493	BUNNELL HILL RD CONSTRCTN RID	679,285.59	0.00	23,934.00	655,351.59	230.00	655,581.59
4494	COURTS BUILDING	1,585,736.08	0.00	7,041.32	1,578,694.76	0.00	1,578,694.76
4495	JAIL CONSTRUCTION SALES TAX	32,653,718.40	983,566.27	2,230,757.17	31,406,527.50	2,209,206.92	33,615,734.42
4496	JUVENILE DETENTION ADDN & RENO	281,460.94	0.00	0.00	281,460.94	0.00	281,460.94
4497	JAIL CONSTRUCTION & REHAB	9,961,558.75	0.00	0.00	9,961,558.75	0.00	9,961,558.75
4498	COUNTY FAIRGROUNDS CONSTRUCTN	10,175.68	321,134.53	0.00	331,310.21	0.00	331,310.21
4499	JUVENILE/PROBATE CT EXPANSION	279,864.58	0.00	0.00	279,864.58	0.00	279,864.58
5510	WATER REVENUE	34,991,312.82	1,517,291.55	753,485.54	35,755,118.83	54,412.43	35,809,531.26
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	1,534,847.60	319.76	0.00	1,535,167.36	0.00	1,535,167.36
5580	SEWER REVENUE	29,523,734.80	725,862.14	498,315.35	29,751,281.59	97,604.47	29,848,886.06
5581	SEWER IMPROV-WC VOCATIONAL SCH	224,425.68	5,859.79	0.00	230,285.47	0.00	230,285.47
5583	WATER CONST PROJECTS	4,796,250.57	999.22	840,254.88	3,956,994.91	48,367.90	4,005,362.81
5590	STORM WATER TIER 1	209,702.22	10,100.00	101,457.50	118,344.72	1,457.50	119,802.22
6619	VEHICLE MAINTENANCE ROTARY	238,211.47	29,115.44	36,243.74	231,083.17	5,328.36	236,411.53
6630	SHERIFF'S POLICING REVOLV FUND	1,285,064.28	12,741.59	364,904.51	932,901.36	0.00	932,901.36
6631	COMMUNICATIONS ROTARY	291,035.13	3,476.60	2,716.34	291,795.39	39.50	291,834.89
6632	HEALTH INSURANCE	3,909,728.14	1,028,442.46	1,030,180.47	3,907,990.13	54,368.71	3,962,358.84
6636	WORKERS COMP SELF INSURANCE	1,482,504.91	7,651.39	21,859.64	1,468,296.66	3,235.13	1,471,531.79
6637	PROPERTY & CASUALTY INSURANCE	431,995.32	0.00	77,016.97	354,978.35	77,016.97	431,995.32
6650	GASOLINE ROTARY	235,964.21	43,510.13	51,470.16	228,004.18	16,608.82	244,613.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7707	P.E.R.S. ROTARY	2,741.88	0.00	0.00	2,741.88	0.00	2,741.88
7708	TOWNSHIP FUND	0.00	403,077.74	403,077.74	0.00	0.00	0.00
7709	CORPORATION FUND	16,464.29	182,323.44	194,888.46	3,899.27	16,464.29	20,363.56
7713	WATER-SEWER ROTARY FUND	388,195.90	2,505,673.48	2,641,481.14	252,388.24	303,709.63	556,097.87
7714	PAYROLL ROTARY	1,016,499.31	3,246,706.46	3,213,862.17	1,049,343.60	163,152.81	1,212,496.41
7715	NON PARTICIPANT ROTARY	22,451.68	5,406.24	3,089.28	24,768.64	3,089.28	27,857.92
7716	SCHOOL	0.00	0.00	0.00	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	4,803,498.69	968,910.28	64,783.56	5,707,625.41	7,083.24	5,714,708.65
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	6,102.68	981.00	0.00	7,083.68	0.00	7,083.68
7720	LOCAL GOVERNMENT FUND	0.00	378,373.77	378,373.77	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	0.00	0.00	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	17,444.38	250.69	0.00	17,695.07	0.00	17,695.07
7723	GASOLINE TAX	0.00	527,249.36	527,249.36	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	664,205.50	0.00	531,687.37	132,518.13	0.00	132,518.13
7725	UNDIVIDED WIRELESS 911 GOV ASS	14,079.76	41,563.19	34,861.35	20,781.60	0.00	20,781.60
7726	MOTOR VEHICLE LICENSE TAX	0.00	834,636.82	834,636.82	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	6,811.00	8,251.65	-4,211.71	19,274.36	19,193.68	38,468.04
7729	CORONAVIRUS RELIEF DIST FUND	202,408.94	176.85	202,585.79	0.00	0.00	0.00
7731	COUNTY LODGING TAX	119,690.22	153,392.80	123,150.78	149,932.24	0.00	149,932.24
7734	REAL ESTATE ADVANCE PAYMENT	25,955.47	0.00	0.00	25,955.47	0.00	25,955.47
7740	TRAILER TAX	628.01	0.00	0.00	628.01	0.00	628.01
7741	LIFE INSURANCE	17,589.24	10,510.50	10,189.24	17,910.50	0.00	17,910.50
7742	LIBRARIES	0.00	421,506.44	421,506.44	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	279.00	279.00	0.00	279.00	279.00
7745	STATE	4,201.67	1,807.67	4,201.67	1,807.67	4,201.67	6,009.34

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7746	MIAMI CONSERVANCY DISTRICT FUN	18,051.40	0.00	0.00	18,051.40	0.00	18,051.40
7747	ADVANCE ESTATE TAX	944.44	0.00	0.00	944.44	0.00	944.44
7751	UNDIVIDED INTEREST	733,222.40	339,713.29	339,713.29	733,222.40	0.00	733,222.40
7754	OHIO ELECTIONS COMMISSION FUND	0.00	0.00	0.00	0.00	0.00	0.00
7756	SEWER ROTARY	357,830.46	105,087.85	282,914.77	180,003.54	301,799.20	481,802.74
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	154,123.39	125,230.52	28,892.87	0.00	28,892.87
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	25,549.08	203.00	933.60	24,818.48	0.00	24,818.48
7766	ESCROW ROTARY	633,903.73	0.00	7,406.75	626,496.98	7,406.75	633,903.73
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	17,770.27	8,731.01	0.00	26,501.28	0.00	26,501.28
7769	BANKRUPTCY POST PETITION CONDU	30,701.64	5,674.62	0.00	36,376.26	0.00	36,376.26
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	0.00	0.00
7774	ARSON OFFENDER REGISTR FEE	95.00	25.00	0.00	120.00	0.00	120.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	15,874.75	12,819.75	13,878.25	14,816.25	13,878.25	28,694.50
7776	UNDIVIDED EVIDENCE SHERIFF	24,284.89	188.61	2,820.00	21,653.50	95.00	21,748.50
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	71,417.61	818,300.00	789,150.00	100,567.61	1,021,930.00	1,122,497.61
7779	UNDIVIDED DRUG TASK FORCE SEIZ	94,251.33	0.00	0.00	94,251.33	0.00	94,251.33
7781	REFUNDABLE DEPOSITS	433,207.17	17,909.45	17,170.32	433,946.30	7,732.49	441,678.79
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	5,273.18	-405.83	1,506.36	3,360.99	0.00	3,360.99
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	1,150.00	900.00	0.00	2,050.00	0.00	2,050.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2020 Period 11



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	714,147.23	154,124.95	522,558.34	345,713.84	0.00	345,713.84
7795	UNDIVIDED INDIGENT FEES	387.70	1,721.10	2,108.80	0.00	344.22	344.22
7796	MUNICIPAL ORD VIOLATION INDIGE	7,678.85	3,201.76	997.50	9,883.11	763.50	10,646.61
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	5,494.38	5,494.38	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	713,862.99	0.00	0.00	713,862.99	0.00	713,862.99
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	8,460,692.66	106,736.76	45,079.01	8,522,350.41	7,776.29	8,530,126.70
9912	FOOD SERVICE	235,105.37	2,357.00	478.70	236,983.67	176.89	237,160.56
9915	PLUMBING BOND-HEALTH DEPT.	24,500.00	-500.00	500.00	23,500.00	500.00	24,000.00
9916	STATE REGULATED SEWAGE PROGRAM	174,104.06	23,849.00	1,624.00	196,329.06	60.00	196,389.06
9925	SOIL & WATER CONSERVATION DIST	513,310.77	100,000.00	66,151.05	547,159.72	1,882.97	549,042.69
9928	REGIONAL PLANNING	229,210.71	11,628.00	27,918.25	212,920.46	224.00	213,144.46
9938	WARREN COUNTY PARK DISTRICT	475,145.23	103,910.64	37,573.17	541,482.70	1,223.24	542,705.94
9944	ARMCO PARK	450,580.20	41,531.56	115,726.21	376,385.55	21,911.95	398,297.50
9953	WATER SYSTEM FUND	27,673.30	1,978.85	0.00	29,652.15	45.00	29,697.15
9954	MENTAL HEALTH RECOVERY BOARD	13,253,883.53	1,042,571.79	989,604.22	13,306,851.10	68,633.44	13,375,484.54
9961	HEALTH GRANT FUND	707,737.47	351,037.96	348,815.52	709,959.91	0.00	709,959.91
9963	CAMPGROUNDS	4,198.20	0.00	0.00	4,198.20	0.00	4,198.20
9976	HEALTH - SWIMMING POOL FUND	129,416.74	0.00	215.00	129,201.74	0.00	129,201.74
9977	DRUG TASK FORCE COG	692,883.39	95,855.17	7,158.77	781,579.79	1,967.18	783,546.97
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		362,634,858.14	26,468,197.23	38,757,901.02	350,345,154.35	7,323,349.74	357,668,504.09

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

Resolution

Number 20-1759

Adopted Date December 08, 2020

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR HOPEWELL VALLEY DEVELOPMENT, LLC FOR COMPLETION OF IMPROVEMENTS IN THE VILLAGES OF HOPEWELL VALLEY SECTION FOUR SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

BOND RELEASE

Bond Number	:	16-022 (P)
Development	:	The Villages of Hopewell Valley Section Four
Developer	:	Hopewell Valley Development, LLC
Township	:	Hamilton
Amount	:	\$24,524.00
Surety Company	:	Cincinnati Insurance Company (B1232630)

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Hopewell Valley Dev., LLC, Attn: Joe Farruggia, 1252 Goshen Pike, Milford, OH 45150
Cincinnati Insurance Company, 6200 South Gilmore Road, Fairfield, OH 45014
Engineer (file)
Bond Agreement file

Resolution

Number 20-1760

Adopted Date December 08, 2020

APPROVE A SIDEWALK BOND RELEASE FOR HOPEWELL VALLEY DEVELOPMENT, LLC FOR COMPLETION OF IMPROVEMENTS IN THE VILLAGES OF HOPEWELL VALLEY SECTION FOUR SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

BOND RELEASE

Bond Number	:	16-022 (S)
Development	:	The Villages of Hopewell Valley Section Four
Developer	:	Hopewell Valley Development, LLC
Township	:	Hamilton
Amount	:	\$24,618.00
Surety Company	:	Cincinnati Insurance Company (B1232633)

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Hopewell Valley Dev., LLC, Attn: Joe Farruggia, 1252 Goshen Pike, Milford, OH 45150
Cincinnati Insurance Company, 6200 South Gilmore Road, Fairfield, OH 45014
Engineer (file)
Bond Agreement file

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

Resolution

Number 20-1761

Adopted Date December 08, 2020

APPROVE MORNING MIST DRIVE IN THE VILLAGES OF HOPEWELL VALLEY SECTION FOUR FOR PUBLIC MAINTENANCE BY HAMILTON TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Morning Mist Drive has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2519-T	Morning Mist Drive	0'-29'-0'	0.078

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Hamilton Township; and


BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Ohio Department of Transportation
Engineer (file)
Developer
Bond Agreement file

Lot #	Acres	S.F.
182	0.3152	12683
183	0.2078	9059
184	0.1799	7835
185	0.1791	7800
186	0.1889	8229
187	0.1885	8228
188	0.1888	8230
189	0.2078	9059
190	0.2403	10467
191	0.2483	10814
192	0.2294	9880
193	0.2204	9007
194	0.2221	9073
195	0.2480	10805
196	0.2134	8253
197	0.1791	7800
198	0.2403	8770

LEGEND

Set 1/4" Scale 1/8" = 1' of the
 O Point 3/8" = 1' on Pn 1/4" = 1' Property Line
 C Point and Arc
 Set 5/16" Horizontal = 30" Long Iron Pin
 (Ground Layer Below)

Survey & Stake Survey Control

Survey Stake Control

P.P.L. (Proposed) Pink Four Corners
 H.L.L. (Historical) Dotted Line
 D.L.L. (Deed) Dotted Line

ROAD WAY DATA
 MORNING MIST DRIVE 447.27 L.F.

SETBACKS:
 MINIMUM SIDE SETBACK - 5 FEET
 TOTAL MINIMUM SETBACK - 10 FEET
 MINIMUM FRONT SETBACK - 20 FEET
 MINIMUM REAR SETBACK - 25 FEET
 (UNLESS OTHERWISE SPECIFIED)

SIDWELLS

OLD LOT 182 17 - 18 - 190 - 0.17
 LOT 182 17 - 18 - 130 - 0.18
 LOT 183 17 - 18 - 120 - 0.18
 LOT 184 17 - 18 - 120 - 0.18
 LOT 185 17 - 18 - 130 - 0.21
 LOT 186 17 - 18 - 130 - 0.23
 LOT 187 17 - 18 - 130 - 0.23
 LOT 188 17 - 18 - 130 - 0.24
 LOT 189 17 - 18 - 130 - 0.26
 LOT 190 17 - 18 - 130 - 0.26
 LOT 191 17 - 18 - 130 - 0.27
 LOT 192 17 - 18 - 135 - 0.31
 LOT 193 17 - 18 - 135 - 0.33
 LOT 194 17 - 18 - 135 - 0.33
 LOT 195 17 - 18 - 135 - 0.34
 LOT 196 17 - 18 - 135 - 0.36
 LOT 197 17 - 18 - 135 - 0.36
 LOT 198 17 - 18 - 135 - 0.37

NEW LOT 182 17 - 18 - 130 - 0.18
 NEW LOT 183 17 - 18 - 120 - 0.18
 NEW LOT 184 17 - 18 - 120 - 0.18
 NEW LOT 185 17 - 18 - 130 - 0.21
 NEW LOT 186 17 - 18 - 130 - 0.23
 NEW LOT 187 17 - 18 - 130 - 0.23
 NEW LOT 188 17 - 18 - 130 - 0.24
 NEW LOT 189 17 - 18 - 130 - 0.26
 NEW LOT 190 17 - 18 - 130 - 0.26
 NEW LOT 191 17 - 18 - 130 - 0.27
 NEW LOT 192 17 - 18 - 135 - 0.31
 NEW LOT 193 17 - 18 - 135 - 0.33
 NEW LOT 194 17 - 18 - 135 - 0.33
 NEW LOT 195 17 - 18 - 135 - 0.34
 NEW LOT 196 17 - 18 - 135 - 0.36
 NEW LOT 197 17 - 18 - 135 - 0.36
 NEW LOT 198 17 - 18 - 135 - 0.37

1/4" = 1' SCALE
 12-18-2016

ACREAGE TABLE

LOTS	3.1886 ACRES
OPEN SPACE	2.8841 ACRES
RIGHT OF WAY	2.4005 ACRES
TOTAL SECTION THREE	8.4732 ACRES

BOUNDARY LINE TABLE

Line	Direction	Distance
L-1	N82°50'41"W	55.12'
L-2	N48°53'14"W	34.41'
L-3	N49°34'32"W	14.58'
L-4	N06°50'32"W	30.00'
L-5	N04°43'58"W	31.04'

BOUNDARY CURVE TABLE

Curve	Delta	Radius	Length	Chord
C-1	28°39'37"	215.00'	107.55'	98.138' 43"W 106.43'
C-2	34°06'36"	265.00'	159.87'	58°42'22" 12"W 167.18'
C-3	3°04'08"	577.47'	30.82'	N80°12'35" 30.82'
C-4	49°18'51"	50.00'	43.01'	N58°12'15" 41.69'
C-5	62°42'10"	90.00'	68.49'	N64°54'55" 93.65'
C-6	49°20'45"	80.00'	68.90'	N71°35'37" 86.79'
C-7	123°12'18"	34.50'	24.18'	N21°53'18" 60.70'
C-8	12°03'34"	190.00'	39.89'	S77°27'41" 39.92'
C-9	62°15'02"	34.50'	49.53'	N57°26'35" 45.39'
C-10	21°33'08"	485.00'	182.43'	N15°32'31" 181.35'
C-11	63°19'27"	34.50'	50.13'	N36°51'46" 45.84'

LOT CURVE TABLE

Curve	Delta	Radius	Length	Chord
C-12	72°44'	180.00'	140.97'	S73°14'19" 24.88'
C-13	62°44'	180.00'	140.97'	S73°14'19" 24.88'
C-14	118°24'	180.00'	232'	N82°14'12" 24.88'
C-15	62°44'	180.00'	140.97'	S73°14'19" 24.88'
C-16	72°44'	180.00'	140.97'	S73°14'19" 24.88'
C-17	72°44'	180.00'	140.97'	S73°14'19" 24.88'
C-18	72°44'	180.00'	140.97'	S73°14'19" 24.88'
C-19	72°44'	180.00'	140.97'	S73°14'19" 24.88'
C-20	44°47'	45.00'	48.37'	N82°14'12" 24.88'
C-21	34°06'	265.00'	159.87'	S73°14'19" 24.88'
C-22	34°06'	265.00'	159.87'	S73°14'19" 24.88'
C-23	49°19'	50.00'	43.01'	S49°19'02" 45.39'
C-24	49°19'	50.00'	43.01'	S49°19'02" 45.39'
C-25	49°19'	50.00'	43.01'	S49°19'02" 45.39'
C-26	49°19'	50.00'	43.01'	S49°19'02" 45.39'
C-27	123°12'	34.50'	24.18'	N21°53'18" 60.70'
C-28	123°12'	34.50'	24.18'	N21°53'18" 60.70'
C-29	123°12'	34.50'	24.18'	N21°53'18" 60.70'
C-30	123°12'	34.50'	24.18'	N21°53'18" 60.70'
C-31	123°12'	34.50'	24.18'	N21°53'18" 60.70'

CENTERLINE CURVE TABLE

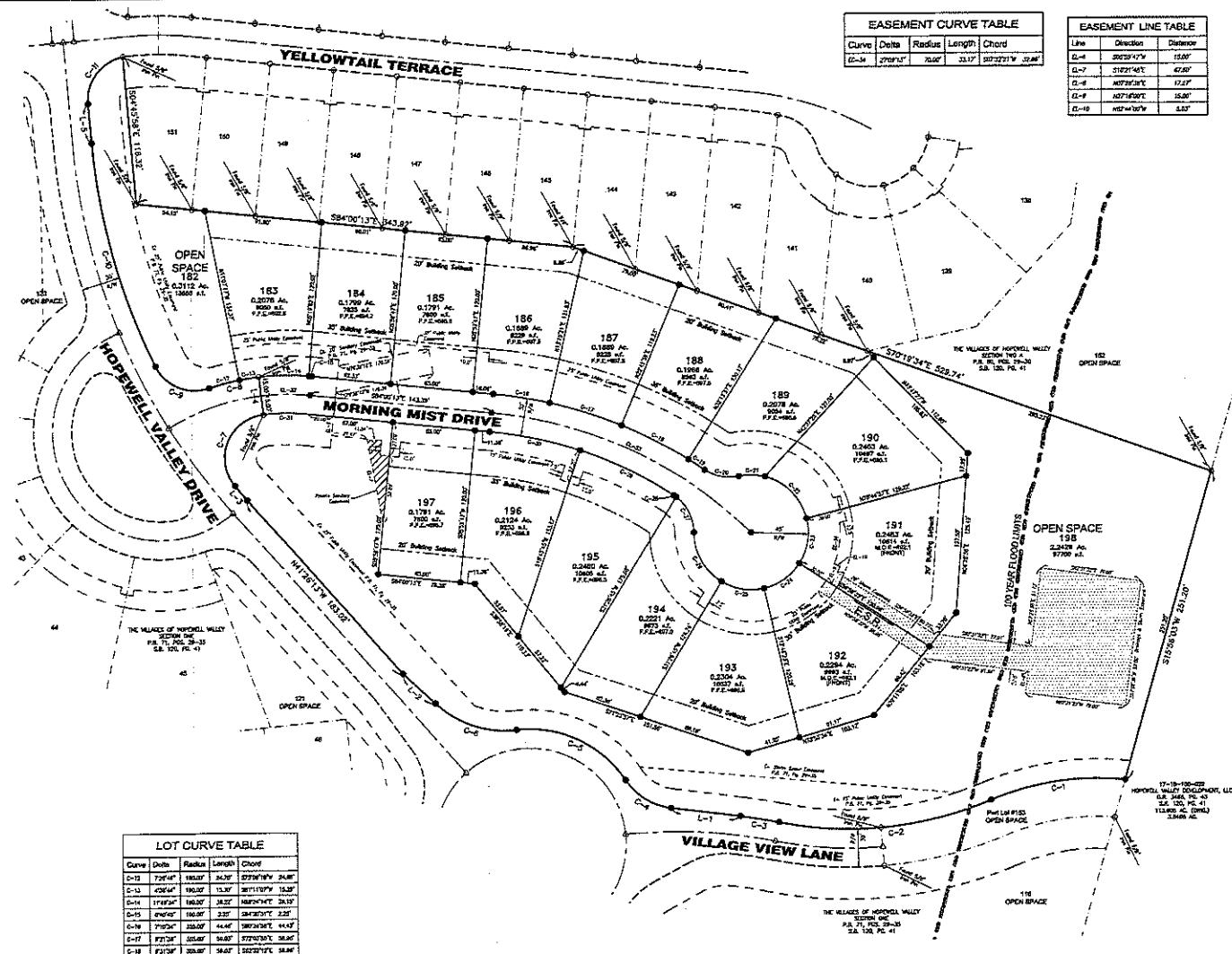
Curve	Delta	Radius	Length	Chord
C-32	173°04'	175.00'	38.30'	N84°42'12" 34.12'
C-33	173°04'	175.00'	38.30'	N84°42'12" 34.12'

EASEMENT CURVE TABLE

Curve	Delta	Radius	Length	Chord
C-34	270°00'	75.00'	31.42'	S87°27'19" 29.88'

EASEMENT LINE TABLE

Line	Direction	Distance
E-1	S87°27'19"	15.88'
E-2	S17°27'19"	45.88'
E-3	N87°27'19"	15.88'
E-4	N87°27'19"	15.88'
E-5	N87°27'19"	15.88'



- NOTES**
1. BASIS OF SURVEY: THE VILLAGES OF HOPEWELL VALLEY, SECTION TWO, PLAT BOOK 86, PAGE 20-21.
 2. 24" DIAMETER 20' LONG IRON PINS WILL BE SET ON ALL LOT CORNERS UNLESS OTHERWISE NOTED.
 3. ALL MONUMENTATION IS IN GOOD CONDITION UNLESS OTHERWISE SHOWN.
 4. LINES OF OCCUPATION, WHENEVER THEY EXIST, GENERALLY AGREE WITH THE BOUNDARY LINES EXCEPT AS NOTED.
 5. ALL OPEN SPACE IS TO BE MAINTAINED BY THE VILLAGES OF HOPEWELL VALLEY SUBDIVISION HOMEOWNERS ASSOCIATION.
 6. PRIOR DEED REFERENCE: O.A. 344, PG. 43.
 7. ALL DOCUMENTS USED AS SHOWN.



THE VILLAGES OF HOPEWELL VALLEY
SECTION FOUR

AND BEING A PART OF A PART OF LOTS 182-198, SECTION TWO, PLAT BOOK 86, PAGE 20-21, VILLAGES OF HOPEWELL VALLEY SUBDIVISION, HANCOCK COUNTY, VIRGINIA.

RECORD PLAT

boyer becker
 SURVEYORS & ENGINEERS
 1000 W. MAIN ST., SUITE 100
 HANCOCK COUNTY, VIRGINIA 22840
 PHONE: (540) 452-3300
 FAX: (540) 452-3300

Checked by: [Signature]
 Drawn by: [Signature]
 Date: 06-30-16

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:30 p.m. on November 18, 2020, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Darryl Cordrey - Trustee
Joseph P. Rozzi - Trustee
Mark Sousa - Trustee

Mr. Cordrey introduced the following resolution and moved its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 20-1118C**

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND
SETTING SPEED LIMITS ON SECTION FOUR, IN THE VILLAGES OF HOPEWELL
VALLEY SUBDIVISION, HAMILTON TOWNSHIP, DISPENSING WITH THE
SECOND READING AND DECLARING AN EMERGENCY**

WHEREAS, Warren County Commissioners have accepted the following streets in the Villages of Hopewell Valley subdivision and approved them for maintenance by Hamilton Township and Hamilton Township is accepting the same for maintenance Section Four (4) shown on the attached Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Hamilton Township, Warren County, Ohio:

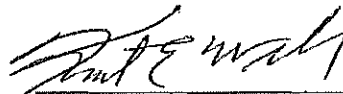
- SECTION 1.** Hamilton Township accepts Section Four as shown on the attached Exhibit A of the Villages of Hopewell Valley subdivision for maintenance.
- SECTION 2.** The speed limit in Section Four (4) of the Villages of Hopewell Valley subdivision, Hamilton Township is hereby established at twenty-five (25) miles per hour.
- SECTION 3.** The Trustees of Hamilton Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.
- SECTION 4.** This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Hamilton Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.
- SECTION 5.** This Resolution shall take effect on the earliest date allowed by law.

Mr. Rozzi seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

Darryl Cordrey –	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Joseph P. Rozzi –	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Mark Sousa –	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>

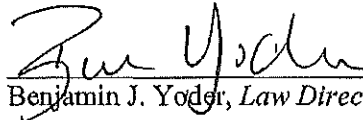
Resolution adopted this 18th day of November 2020.

Attest:



Kurt E. Weber, *Fiscal Officer*

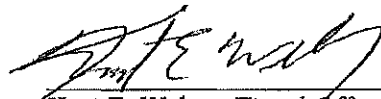
Approved as to form:



Benjamin J. Yoder, *Law Director*

I, Kurt E. Weber., Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on November 18, 2020.

Date: 11/18/2020



Kurt E. Weber, *Fiscal Officer*

Resolution

Number 20-1762

Adopted Date December 08, 2020

APPROVE BOND RELEASE FOR HIGHLANDS ONE, LLC FOR COMPLETION OF IMPROVEMENTS IN HIGHLANDS AT HERITAGE HILL, PHASE 2 SITUATED IN UNION TOWNSHIP

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

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Highlands at Heritage Hill, Phase 2
Developer	:	Highlands One, LLC
Township	:	Union
Amount	:	\$3,920.25
Surety Company	:	Cashier's Check – 5/3 Bank #28543647

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
S. Spencer
Soil & Water (file)
Bond Agreement file

Resolution

Number 20-1763

Adopted Date December 08, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR TIMBERWIND, LLC FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR TARA ESTATES NO. 3, PHASE 2, 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	:	18-013 (P/S-M)
Development	:	Tara Estates No. 3, Phase 2
Developer	:	Timberwind, LLC
Township	:	Franklin
Reduction Amount	:	\$37,662.91
Surety Company	:	Civista Bank (LOC 10035668)

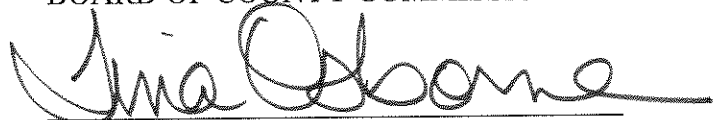
BE IT FURTHER RESOLVED: the original amount of bond was \$132,887.82 and after the above reduction, the remaining bond amount is \$95,224.91.

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Timberwind, LLC, 1650 W. Pekin Road, Lebanon, OH 45036
Civista Bank, P.O. Box 5016, Sandusky, OH 44871
Engineer (file)
Bond Agreement (file)

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

Resolution

Number 20-1764

Adopted Date December 08, 2020

APPROVE VARIOUS RECORD PLATS

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

- Albreton Place, Section 2 – Turtlecreek Township

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 20-1765

Adopted Date December 08, 2020

APPROVE A CASH ADVANCE FROM ENGINEER'S FUND #2202 INTO FUND #4432, FUND #4434 AND FUND #4454 CASH ADVANCE REPAYMENTS FROM FUNDS # 4432, FUND #4434 AND FUND # 4454 INTO FUND #2202

WHEREAS, Neil Tunison, Warren County Engineer and appointing authority for the projects has requested a cash advance until monies are received from other sources; and

WHEREAS, repayment of cash advances from 2019 are due from Fund #4432, #4434 and #4454; and

NOW THEREFORE BE IT RESOLVED, to approve the following cash advance and cash advance repayments:

\$73,438.00	from	#2202-45556	(Advances of Cash Out)
	into	#4432-45555	(Advances of Cash In)
\$73,438.00	from	#4432-45556	(Advances of Cash Out)
	into	#2202-45555	(Advances of Cash In)
\$10,000.00	from	#2202-45556	(Advances of Cash Out)
	into	#4434-45555	(Advances of Cash In)
\$10,000.00	from	#4434-45556	(Advances of Cash Out)
	into	#2202-45555	(Advances of Cash In)
\$361,376.00	from	#2202-45556	(Advances of Cash Out)
	into	#4454-45555	(Advances of Cash In)
\$361,376.00	from	#4454-45556	(Advances of Cash Out)
	into	#2202-45555	(Advances of Cash In)

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Cash Advance File
Engineer (file)

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

Resolution

Number 20-1766

Adopted Date December 08, 2020

APPROVE REPAYMENT OF CASH ADVANCE FROM THE RID BOND GREENS OF
BUNNELL HILL FUND #4493 INTO THE MOTOR VEHICLE FUND #2202

BE IT RESOLVED, to approve the following cash advance repayment:

\$115,281.80 from #4493-45556 (Advance of Cash Out)
into #2202-45555 (Advance of Cash In)

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Cash Advance File
Engineer (file)

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

Resolution

Number 20-1767

Adopted Date December 08, 2020

APPROVE REPAYMENT OF CASH ADVANCE FROM FAIRGROUNDS FUND 4498 INTO
GENERAL FUND #1101

BE IT RESOLVED, to approve the following repayment of cash advance:


\$278,697.29	from	#4498-45556	(Fairgrounds – Cash Out)
	into	#1101-45555	(General Fund – Cash In)

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Cash Advance file
OMB (file)

Resolution

Number 20-1768

Adopted Date December 08, 2020

APPROVE AN OPERATIONAL TRANSFER FROM THE MOTOR VEHICLE FUND #2202 INTO THE KING AVENUE BRIDGE PROJECT FUND #4437 AND APPROVE REPAYMENT OF A CASH ADVANCE FROM THE KING AVENUE BRIDGE PROJECT FUND #4437 INTO THE MOTOR VEHICLE FUND #2202

BE IT RESOLVED, to approve the following operational transfer and cash advance repayment:

Operational Transfer:

\$1,270,258.00 from #22023130-5997 (Operational Transfer-Out)
into #4437-49000 (Operational Transfer-In)

Repayment of Cash Advance


\$1,270,258.00 from #4493-45556 (Advances of Cash Out)
into #2202-45555 (Advances of Cash In)

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ✓
Cash Advance File
Operational Transfer
Engineer (file)

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

Resolution

Number 20-1769

Adopted Date December 08, 2020

ACCEPT AN AMENDED CERTIFICATE WITHIN JUVENILE COURT CLERK FUND 2278

WHEREAS, Juvenile Court has been approved and received additional grant funds; and


BE IT RESOLVED, to accept an amended certificate in the amount of \$61,799.00 within Juvenile Court Clerk Fund 2278.

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Amended Certificate file
Juvenile Court (file)
OMB

Resolution

Number 20-1770

Adopted Date December 08, 2020

ACCEPT AMENDED CERTIFICATE FOR FUNDS 2206, 2207, 2224, 2228, 2233, 2246, 2250, 2256, 2262, 2268, 2269, 2270, 2271, AND 2272

WHEREAS, the anticipated revenue for Fund 2206 Dog and Kennel fund has decreased by \$78,000.00; and

WHEREAS, the anticipated revenue for Fund 2207 Law Library Resources fund has decreased by \$111,475.07; and

WHEREAS, the anticipated revenue for Fund 2224 Common Pleas Special Projects fund has decreased by \$30,914.76; and

WHEREAS, the anticipated revenue for Fund 2228 Mental Health Grant fund decreased by \$6,766.00; and

WHEREAS, the anticipated revenue for Fund 2233 Domestic Shelter fund has decreased by \$8,446.26; and

WHEREAS, the anticipated revenue for Fund 2246 Juvenile Indigent Driver Alcohol fund has decreased by \$415.00;

WHEREAS, the anticipated revenue for Fund 2250 Cert of Title Admin fund has decreased by \$346,997.28;

WHEREAS, the anticipated revenue for Fund 2256 Solid Waste District fund has decreased by \$6,370.68;

WHEREAS, the anticipated revenue for Fund 2262 Community Corrections Monitoring fund has decreased by \$76,079.57;

WHEREAS, the anticipated revenue for Fund 2268 Indigent Guardianship fund has decreased by \$1,820.00;

WHEREAS, the anticipated revenue for Fund 2269 Indigent Driver Alcohol Treatment fund has decreased by \$16,581.31;

WHEREAS, the anticipated revenue for Fund 2270 Juvenile Treatment Center fund has decreased by \$47,852.50;

WHEREAS, the anticipated revenue for Fund 2271 DTAC Prosecutor ORC 321.261 fund has decreased by \$3,577.00 and;

RESOLUTION #20-1770
DECEMBER 08, 2020
PAGE 2

WHEREAS, the anticipated revenue for Fund 2272 CP Indigent Drvr Alc Treatment fund has decreased by \$5,200.00.

NOW THEREFORE BE IT RESOLVED, to accept the Amended Certificate for Funds 2206, 2207, 2224, 2228, 2233, 2246, 2250, 2256, 2262, 2268, 2269, 2270, 2271 and 2272.

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor (B. Quillen) ✓
Amended Cert. file
Dog & Kennel (file)
Law Library (file)
Common Pleas (file)
Juvenile (file)
Clerk of Courts (file)
Solid Waste (file)
Common Pleas (file)
Prosecutor (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code, Sec 5705.36

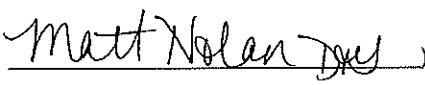
Office of Budget Commission, County of Warren, Lebanon, Ohio, December 2, 2020

to the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2020, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

UND TYPE - Special Revenue	Jan. 1st, 2020	Taxes	Other Sources	Total
Dog and Kennel Fund 2206	\$524,452.11	\$0.00	\$351,450.00	\$875,902.11
Law Library Resources Fund 2207	\$268,677.06		\$320,274.93	\$588,951.99
Common Pleas Special Projects Fund 2224	\$293,946.52		\$119,085.24	\$413,031.76
Mental Health Grant Fund 2228	\$110,481.11		\$33,234.00	\$143,715.11
Domestic Shelter Fund 2233	\$19,951.26		\$38,760.74	\$58,712.00
Juvenile Indigent Driver Alcohol Fund 2246	\$23,025.22		\$585.00	\$23,610.22
Port of Title Admin Fund 2250	\$3,892,501.20		\$2,003,998.72	\$5,896,499.92
VC Solid Waste District Fund 2256	\$1,259,122.82		\$113,629.32	\$1,372,752.14
Community Corrections Monitoring Fund 2262	\$519,072.70		\$300,920.43	\$819,993.13
Indigent Guardianship Fund 2268	\$205,557.70		\$16,180.00	\$221,737.70
Indigent Driver Alcohol Treatment Fund 2269	\$537,926.57		\$66,418.69	\$604,345.26
Juvenile Treatment Center Fund 2270	\$383,999.04		\$1,080,947.50	\$1,464,946.54
OTAC Prosecutor ORC 321.261 Fund 2271	\$139,022.63		\$190,422.90	\$329,445.53
JP Indigent Drvr Alc Treatment Fund 2272	\$11,586.08		\$0.00	\$11,586.08
TOTAL	\$8,189,322.02	\$0.00	\$4,635,907.47	\$12,825,229.49

- Item 20 31
- 06 (78,000.00)
- 07 (111,475.07)
- 24 (30,914.76)
- 28 (6,766.00)
- 33 (8,446.26)
- 46 (415.00)
- 50 (346,997.28)
- 56 (6,370.68)
- 62 (76,079.57)
- 68 (1,820.00)
- 69 (16,581.31)
- 70 (47,852.50)
- 71 (3,577.10)
- 72 (5,200.00)


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 _____)
 _____)

Budget
Commission

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

Resolution

Number 20-1771

Adopted Date December 08, 2020

APPROVE AN APPROPRIATION DECREASE WITHIN PROSECUTOR'S CRIME VICTIM
GRANT FUND 2245

BE IT RESOLVED, to approve the following appropriation decrease:

\$4,600.00 from #22452450-5102 (Regular Salaries)

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

MRB/

cc: Auditor
Appropriation Decrease file
Prosecutor (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 20-1772

Adopted Date December 08, 2020

APPROVE APPROPRIATION DECREASES IN OHIOMEANSJOBS FUNDS #2258 and #2254

WHEREAS, the Auditor's Office is completing an Amended Certificate of Receipts for Funds #2258 and #2254 for funds that were anticipated, but not received in calendar year 2020; and

WHEREAS, the appropriation for Funds #2258 and #2254 must be reduced in the amounts below; and

BE IT RESOLVED, it is necessary to approve the following appropriation decreases:

\$ 15,000.00	from	#22585800-5102	(Salaries)
\$ 3,000.00	from	#22585800-5114	(Overtime Pay)
\$105,000.00	from	#22585800-5400	(Purchase Services)
\$ 1,500.00	from	#22585800-5430	(Utilities General)
\$ 1,960.90	from	#22585800-5460	(Insurance)
\$ 18,000.00	from	#22585800-5651	(Support, Adults)
\$ 32,000.00	from	#22585800-5663	(Classroom Training, Adults)
\$ 7,000.00	from	#22585800-5811	(P.E.R.S.)
\$ 18.83	from	#22585800-5840	(Unemployment Comp)
\$ 2,400.00	from	#22585800-5850	(Training-Education)
\$ 1,000.00	from	#22585800-5872	(Social Security)
\$ 2,500.00	from	#22585800-5881	(Accum. Sick Leave (Payout))
\$ 971.45	from	#22585800-5882	(Accum. Vacation Leave (Payout))
\$ 6000.00	from	#22585800-5910	(Other Expenses)
\$ 1,000.00	from	#22585800-5911	(Non Taxable Meal Fri)
\$ 487.50	from	#22585800-5922	(Taxable Meal Fri)
\$ 4,557.25	from	#22545800-5114	(Overtime Pay)
\$ 5,000.00	from	#22545800-5210	(Materials and Supplies)
\$ 5,000.00	from	#22545800-5320	(Capital Purchases)
\$ 30,000.00	from	#22545800-5400	(Purchase Services)
\$ 4,000.00	from	#22545800-5430	(Utilities General)
\$ 1,965.73	from	#22545800-5460	(Insurance)
\$ 17,400.00	from	#22545800-5651	(Support, Adults)
\$ 40,000.00	from	#22545800-5663	(Classroom Training, Adults)
\$ 7,000.00	from	#22545800-5811	(P.E.R.S.)
\$ 524.13	from	#22545800-5840	(Unemployment Comp)
\$ 6,600.00	from	#22545800-5850	(Training-Education)
\$ 1,000.00	from	#22545800-5872	(Social Security)
\$ 8,000.00	from	#22545800-5881	(Accum. Sick Leave (Payout))
\$ 8,000.00	from	#22545800-5882	(Accum. Vacation Leave (Payout))

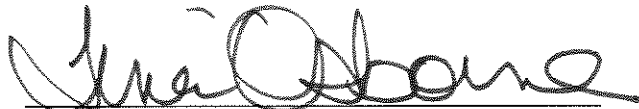
RESOLUTION 20-1772
DECEMBER 08, 2020
PAGE 2

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in black ink, appearing to read "Tina Osborne", written over a horizontal line.

Tina Osborne, Clerk

cc: Auditor
Appropriation Decrease file
OhioMeansJobs (file)

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

Resolution

Number 20-1773

Adopted Date December 08, 2020

APPROVE APPROPRIATION DECREASES IN GRANTS FUND #2265

WHEREAS, the Auditor's Office is completing an Amended Certificate of Receipts for Fund #2265 for funds that were anticipated, but not received in calendar year 2020; and

WHEREAS, the appropriation for Fund #2265 Community Development must be reduced in the amounts below; and

BE IT RESOLVED, it is necessary to approve the following appropriation decreases:

\$ 4,000.00	from	22653410-5102 (Regular Salaries)
\$ 97.00	from	22653410-5210 (Materials/Supplies)
\$ 1,000.00	from	22653410-5318 (Data Brd Approved Non Cap)
\$ 2,100.00	from	22653410-5400 (Purchased Services)
\$ 500.00	from	22653410-5811 (PERS)
\$ 5,500.00	from	22653410-5820 (Health & Life Insurance)
\$ 963.00	from	22653410-5830 (Workers Comp)
\$ 600.00	from	22653410-5850 (Training & Education)
\$ 80.00	from	22653410-5871 (Medicare)
\$ 1,490.00	from	22653410-5910 (Other Expense)
\$ 400.00	from	22653410-5940 (Travel)
\$ 207,900.00	from	22653420-5317 (Non-Capital Purchase)
\$ 42,904.00	from	22653420-5991 (Reimbursement)
\$ 27,459.00	from	22653425-5317 (Non-Capital Purchases)
\$ 500.00	from	22653428-5210 (Material & Supplies)
\$ 3,000.00	from	22653428-5400 (Purchased Services)
\$ 1,500.00	from	22653428-5910 (Other Expense)

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: Auditor
Appropriation Decrease file
OGA (file)

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

Resolution

Number 20-1774

Adopted Date December 08, 2020

APPROVE APPROPRIATION DECREASE WITHIN THE COUNTY COURT CLERK'S
COMPUTER 1907.261B FUND #2275

BE IT RESOLVED, to approve the following appropriation decrease:

\$19,700.00 from #22751410-5400 (Purchased Services)

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Decrease file
Clerk of Courts (file)

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

Resolution

Number 20-1775

Adopted Date December 08, 2020

APPROVE APPROPRIATION DECREASE FOR COMMON PLEAS COURT COMMUNITY
BASED CORRECTIONS #2288

BE IT RESOLVED, to approve the following appropriation decrease:


\$ 200.00 from 22881226-5210 (Supplies/Materials)

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Decrease file
Common Pleas (file)

Resolution

Number 20-1776

Adopted Date December 08, 2020

APPROVE A SUPPLEMENTAL APPROPRIATION INTO THE MOTOR VEHICLE FUND
#2202

WHEREAS, a supplemental appropriation is necessary for the Motor Vehicle Fund; and

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


\$955,111.64 into #22023130-5997 (Operational Transfer)

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Engineer (file)

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

Resolution

Number 20-1777

Adopted Date December 08, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN WORKFORCE INVESTMENT
FUND #2238

BE IT RESOLVED, to approve the following appropriation adjustments:


\$1,000.00	from	#22385800-5820	(WIB – Insurance)
\$4,909.00	from	#22385800-5911	(WIB – non-taxable meal fringe)
\$1,000.00	from	#22385800-5922	(WIB – taxable meal fringe)
\$2,000.00	from	#22385800-5400	(WIB – purchased services)
\$2,000.00	into	#22385800-5910	(WIB – other expense)
\$6,774.00	into	#22385800-5102	(WIB – salaries)
\$ 100.00	into	#22385800-5830	(WIB – workers comp)
\$ 35.00	into	#22385800-5940	(WIB – travel)

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj file
WIB (file)

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

Resolution

Number 20-1778

Adopted Date December 08, 2020

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO BOARD OF ELECTIONS FUND #11011300

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Board of Elections Fund #11011300 in order to process a vacation leave payout for Terry Bundy former employee of Board of Elections:

\$2,675.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011300-5882	(Board of Elections - Vacation Leave Payout)

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Board of Elections (file)
OMB

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

Resolution

Number 20-1779

Adopted Date December 08, 2020

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO FACILITIES MANAGEMENT FUND #11011600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Facilities Management Fund #11011600 in order to process a vacation and sick leave payout for Leeann Bussell former employee of Facilities Management:

\$5,935.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
into #11011600-5882 (Facilities Management - Vacation Leave Payout)

\$1,797.00 from #11011110-5881 (Commissioners - Sick Leave Payout)
into #11011600-5881 (Facilities Management - Sick Leave Payout)

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Facilities Management (file)
OMB

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

Resolution

Number 20-1780

Adopted Date December 08, 2020

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE - CORRECTIONS FUND #11012210

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Sheriff's Office - Corrections Fund #11012210 in order to process a vacation leave payout for Dustin Thompson former employee of Sheriff's Office - Correction:

\$291.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012210-5882	(Sheriff's Office - Vacation Leave) Payout)

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 20-1781

Adopted Date December 08, 2020

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO TELECOMMUNICATIONS FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Telecommunications Fund #11012810 in order to process a vacation and sick leave payouts for Becky Trovillo former employees of Telecommunications:

\$4,274.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
into #11012810-5882 (Telecommunications - Vacation Leave Payout)

\$2,057.00 from #11011110-5881 (Commissioners - Sick Leave Payout)
into #11012810-5881 (Telecommunications - Sick Leave Payout)

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Telecommunications (file)
OMB

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

Resolution

Number 20-1782

Adopted Date December, 2020

APPROVE APPROPRIATION ADJUSTMENT FROM GENERAL FUND #11011110 INTO
11011272

BE IT RESOLVED, to approve the following appropriation adjustment:

\$3,130.00 from #11011110-5910 (General BOCC – Other Expense)
 into #11011272-5155 (Lebanon Pers Svc Reimb – Personal Svcs)

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
OMB (file)

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

Resolution

Number 20-1783

Adopted Date December 08, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
SERVICES #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 2,500.00 from #11011223-5102 (Regular Salaries)
 into #11011223-5318 (Non-Capital Purchase w/Data Approval)

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 20-1784

Adopted Date December 08, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustment:


\$1,100.00	from	#11012100-5850	(Coroner –Training/Education)
	into	#11012100-5102	(Coroner –Regular Salaries)

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Coroner (file)

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

Resolution

Number 20-1785

Adopted Date December 08, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustment:

\$6,900.00	from	#11012100-5210	(Coroner –Materials & Supplies)
	into	#11012100-5400	(Coroner –Purchased Services)

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Coroner (file)

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

Resolution

Number 20-1786

Adopted Date December 08, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustment:


\$3,200.00 from #11012100-5910 (Coroner – Other Expense)
 into #11012100-5400 (Coroner – Purchased Services)

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
 Appropriation Adj. file
 Coroner (file)

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

Resolution

Number 20-1787

Adopted Date December 08, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUNDS
#11012210 AND 11012211

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County
Sheriff's Office Fund #1101:

\$100,000.00 from 11012210-5102 (Salaries)
 into 11012210-5114 (Overtime)

\$1,000.00 from 11012210-5102 (Salaries)
 into 11012211-5114 (Overtime)

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 20-1788

Adopted Date December 08, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN ENGINEER FUND 2202

BE IT RESOLVED, to approve the following appropriation adjustments for end of year payroll and for Jeff Pendleton vacation and sick payout:

\$ 22,000.00	from	#22023110-5102	(Regular Salaries)
\$ 10,000.00	into	#22023120-5102	(Regular Salaries)
\$ 5,000.00	into	#22023120-5811	(Pers)
\$ 6,500.00	into	#22023110-5881	(Sick Leave Payout)
\$ 500.00	into	#22023110-5882	(Vacation Leave Payout)

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Engineer (file)
OMB

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

Resolution

Number 20-1789

Adopted Date December 08, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN DOG AND KENNEL FUND #206

BE IT RESOLVED, to approve the following appropriation adjustment within the Dog & Kennel Fund #2206:

\$3000.00 from #22062700-5210 (Materials & Supplies)
 into #22062700-5114 (Overtime Pay)

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
 Approp. Adj. File
 Dog & Kennel (file)

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

Resolution

Number 20-1790

Adopted Date December 08, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND #2247

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court Fund #2247:

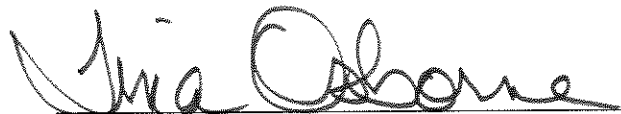
\$ 1000.00	from	22471242-5210	(Materials and Supplies)
	into	22471242-5911	(Non Taxable Meal Fringe)

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 20-1791

Adopted Date December 08, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE OHIOMEANSJOBS
WARREN COUNTY FUND #2254

WHEREAS, appropriation adjustments are necessary for Salary and Other expenses; and

NOW THEREFORE BE IT RESOLVED, to approve appropriation adjustments within the
OhioMeansJobs Warren County Fund # 2254.

\$20,000 from #22545800-5663 (Classroom Training)
 into #22545800-5102 (Salaries)


\$20,000 from #22545800-5663 (Classroom Training)
 into #22545800-5910 (Other)

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
OhioMeansJobs (file)

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

Resolution

Number 20-1792

Adopted Date December 08, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

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

\$1,600.00	from	#22735100-5102	(Regular Salaries)
	into	#22735100-5882	(Accum. Vacation Payout)

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1793

Adopted Date December 08, 2020

APPROVE APPROPRIATION ADJUSTMENT INTO PROPERTY CASUALTY FUND #6637

BE IT RESOLVED, to approve the following appropriation adjustment:

\$165.00 from #66371113-5400 (Property Casualty – Purchased Services)
 into #66371113-5910 (Property Casualty – Other Expense)

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
OMB (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1794

Adopted Date December 08, 2020

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

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

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

Resolution adopted this 8th day of December 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Commissioners file