

# Resolution

Number 19-0143

Adopted Date February 05, 2019

HIRE TERESA DAVIS AS FOSTER CARE ADOPTION CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

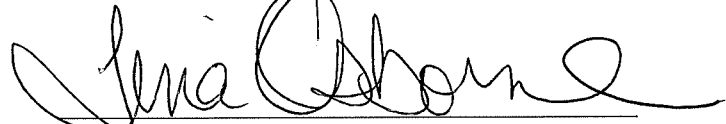
BE IT RESOLVED, to hire Teresa Davis as Foster Care Adoption Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #8, \$19.42 per hour, under the Warren County Job and Family Services compensation plan, effective March 4, 2019, subject a negative drug screen, background check and a 365 day probationary period.

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

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

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)  
T. Davis Personnel file  
OMB – Sue Spencer  
Job Class 1844 New

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0144

Adopted Date February 05, 2019

HIRE BRITTANIE BRYAN AS PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

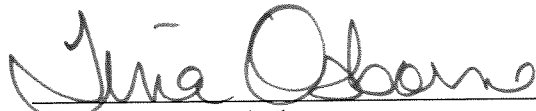
BE IT RESOLVED, to hire Brittanie Bryan as Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$15.98 per hour, under the Warren County Job and Family Services compensation plan, effective February 19, 2019, subject a negative drug screen, background check and a 365 day probationary period.

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

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

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

H/R

cc: Children Services (file)  
B. Bryan Personnel file  
OMB – Sue Spencer  
Job Class 1800

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0145

Adopted Date February 05, 2019

HIRE CHELSEA MORRIS AS CUSTODIAL WORKER I WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

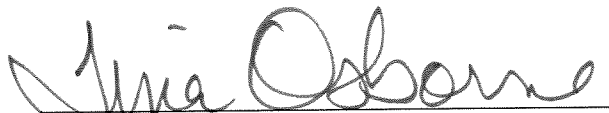
BE IT RESOLVED, to hire Chelsea Morris as Custodial Worker I within the Department of Facilities Management, classified, full-time permanent status (40 hours per week), Pay Range #7, \$11.55 per hour, effective February 25, 2019, subject to a negative drug screen, background check and a 365-day probationary period.

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

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

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Facilities Management (file)  
Chelsea Morris' Personnel file  
OMB-Sue Spencer  
Job Class 1175

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0146

Adopted Date February 05, 2019

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF ROBERT STADLER, PLANS EXAMINER, WITHIN THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT, EFFECTIVE JUNE 28, 2019

BE IT RESOLVED, to accept the resignation, due to retirement, of Robert Stadler, Plans Examiner, within the Warren County Building and Zoning Department, effective June 28, 2019.

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

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

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building and Zoning (file)  
R. Stadler's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0147

Adopted Date February 05, 2019

AUTHORIZE THE POSTING FOR "PLANS EXAMINER" POSITION, WITHIN THE BUILDING AND ZONING DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for "Plans Examiner" position within the Building and Zoning Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the internal posting of the position of "Plans Examiner" 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 February 6, 2019.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Building and Zoning (file)  
OMB Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0148

Adopted Date February 05, 2019

AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN THE REVISED CHANGE ORDER NO. 6 WITH TRITECH SOFTWARE SYSTEMS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified and recommended that the Board of County Commissioners approve the TriTech Software Systems Change Order Q5201JG-01 for Data Conversion PAMET Warren County DTF no longer needed; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign the Change Order No. 6 with Trittech Software Systems on behalf of Warren County Telecommunications, as attached hereto and made a part hereof.

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

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

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—TriTech Software Systems  
Telecom (file)



## Change Order

Q5201JG-01

Date: 1/11/2019

### General & Client Information

Client Name: <b>Warren County</b>	Bill to:
System Description: <b>Warren County--Full Suite</b>	<b>Gary Estes</b>
Great Plains ID: <b>OH099/SD</b>	<b>Warren Co</b>
Change Order #	<b>500 Justice Drive</b>
Original Sales Order # <b>6395 (see CO3976)</b>	<b>Lebanon, OH 45036</b>
Client Purchase Order #	
Client Purchase Order Date	
Client Contact: <b>Gary Estes</b>	Ship to:
Contact Phone: <b>513-695-1810</b>	<b>Gary Estes</b>
Contact Email Address: <b>gary.estes@wcoh.net</b>	<b>Warren Co</b>
Credit Terms: <b>Net 30 days from date of invoice</b>	<b>500 Justice Drive</b>
Account Executive: <b>Denny Filscher</b>	<b>Lebanon, OH 45036</b>
Project Manager: <b>Jameson Gartner</b>	

### Project Products & Services

Qty	Sales Category	Item Description	Unit Price	Qty*Unit \$	Extended Price
<b>Project Additions:</b>					
<b>Project Deletions:</b>					
(1)	Integration Services	Warren County CO – Data Conversion -- Warren County Drug Task Force Data (CWI-00003831)	\$ 40,425.00	\$ (40,425.00)	\$ - \$ (40,425.00)

### Project Summary & Totals

Integrated Solutions Services	(40,425.00)
<b>Subtotal:</b>	<b>\$ (40,425.00)</b>
Estimated Sales Tax (State: ___ at ___ %) Taxable sales: 0.00 Sales tax rate: 5.00%	\$ -
Estimated Shipping	\$ -
<b>Total:</b>	<b>\$ (40,425.00)</b>

### Project Payment Terms: Net 30 days from date of invoice

100 % Removed from RMS acceptance payment	\$ (40,425.00)
	\$ (40,425.00)

### Summary Information & Project Notes

This quote includes the following: 1) removal of data conversion for Warren Co-Data Conversion--Warren County Drug Task Force Data CWI 3831

The Software Support fee for the initial term of TriTech annual Software Support, beginning at Go Live and ending 12 (twelve) months thereafter, is included in the Contract Price of this Agreement. Thereafter, annual Software Support fees will be invoiced in accordance with the Software Support Agreement entered into between TriTech and Client coincident with this Agreement. Software Support fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%.

#### Send Purchase Orders to:

TriTech Software Systems  
 Attn: Sales Admin FAX: 858-799-7015  
[salesadmin@tritech.com](mailto:salesadmin@tritech.com)

#### Remit Payments to:

TriTech Software Systems  
 PO Box # 203223  
 Dallas, TX 75320-3223

#### Issued Jameson Gartner

Contact Info:  
[jameson.gartner@tritech.com](mailto:jameson.gartner@tritech.com)  
 9703081617

### Terms and Conditions

Proposed Change Order is valid for 60 (sixty) days.

#### Software License Terms:

The TriTech Software is licensed for use by Client in accordance with the software licensing terms of the System Purchase Agreement or other TriTech license agreement currently in effect between TriTech and Client. Acceptance for the TriTech Software may be defined in the applicable Statement of Work ('SOW'), if not, the Software licenses shall be deemed accepted on delivery.

The annual Software Support Services for the TriTech Software licenses are provided for a period of twelve-months from the Installation date and shall be governed by the existing Software Support Agreement currently in effect between TriTech and Client. Support fees will be prorated at renewal of the existing support term to adjust the term to be co-terminus with the existing Software Support Agreement term.

#### Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of Change Order and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.



## Change Order

Q5201JG-01

Date: 1/11/2019

**General Terms:**

The items in this Change Order are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

The TriTech Software license price does not include any services for installation. Services, if applicable are listed as separate line items.

The scope of Deliverables for this order will be limited to the TriTech Software, Services, and Support, and if applicable third party items (collectively the "System") that are explicitly listed herein for the listed quantities.

This order provides TriTech Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this Change Order for specific service deliverables.

Deployment and Implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Change Order as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

Travel and out-of-pocket expenses will be invoiced as incurred, at actual cost, unless specifically itemized in the proposed change order.

TriTech reserves the right to assess \$1,000 cancellation fee for the training classes that are cancelled any later than 5 business days prior to the first day of the class, plus any additional fees or charges associated with the cancellation and rebooking of the airline tickets and other travel arrangements.

TriTech reserves the right to assess 25% of the services fee, up to \$1,000 as cancellation fee for any remote, or onsite installation services work that are cancelled by the Client at no fault of TriTech any later than 5 business days prior to the date of performing the work. This may include the services that are cancelled or rescheduled due to the client's infrastructure not meeting the minimum requirements for the installation, lack of preparation of the site based on TriTech's documentation, issues with remote connectivity, or other barriers that result in the work being cancelled.

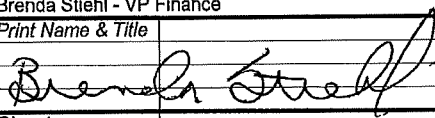
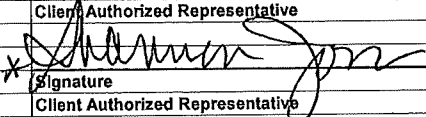
**By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate this change order, check the appropriate box below and, either, (I) attach a copy of this change order to your purchase order when it is remitted to TriTech, or, (II) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this change order to 858-799-7015 or email to salesadmin@tritech.com to indicate your acceptance.**

- Purchase Order required and attached, reference PO# \_\_\_\_\_ on invoice
- No Purchase Order required to invoice

Please check one of the following:

- I agree to pay any applicable sales tax.
- I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

**Accepted by TriTech Software Systems**

	Brenda Stehl - VP Finance		
Print Name & Title			
Signature			
Date	14-Jan-19		
	Warren County		
	Client Agency/Entity Name		
	Print Name <i>Shannon Jones</i>	Title <i>President</i>	
	Client Authorized Representative		
		Date <i>2/5/19</i>	
	Client Authorized Representative		

# Resolution

Number 19-0149

Adopted Date February 05, 2019

ENTER INTO AN EXCLUSIVE AND PERMANENT DRAINAGE EASEMENT WITH  
ANDY W. BUIS FOR THE TOWNSLEY DRIVE BRIDGE REPLACEMENT PROJECT

WHEREAS, in order to improve Townsley Drive, it is necessary to construct roadway  
improvements and in order to do this work it is necessary to enter onto property, which is owned  
by Andy W. Buis, an unmarried man; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain an exclusive and  
permanent drainage easement from the property owner; and

WHEREAS, the land for the exclusive and permanent drainage easement is as follows:

Exclusive and Permanent Drainage Easement – Exhibits A & B – 0.025 acres

WHEREAS, the negotiated price for the exclusive and permanent easement is \$3,500.00; and

NOW THEREFORE BE IT RESOLVED, to enter into exclusive and permanent drainage  
easement agreement, a copy of which is attached hereto and made a part hereof, with Andy W.  
Buis for the Townsley Drive Bridge Replacement for the sum of \$3,500.00.

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

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

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Buis, Andy W.  
Engineer (file)  
Easement file  
Recorder (certified)

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF  
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS  
P.I.N. #16-20-102-010 (Pt.)**

**ARTICLES OF AGREEMENT**

This agreement is entered into the date stated below by Andy W. Buis, an unmarried man, whose tax mailing address is 3807 Townsley Drive, Loveland, Ohio 45140 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

The Purpose of this Easement Agreement is to obtain the necessary exclusive and permanent drainage easement for the Townsley Drive Bridge Replacement Project (Bridge No. 1201-0.50), being a part of a public roadway open to the public without charge.

That the Grantor, for and in consideration of the sum of Three Thousand Five Hundred Dollars (\$3,500.00) and other considerations to them paid by the Grantee, the receipt and sufficiency of which are hereby stipulated, do hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, an exclusive and permanent highway easement for the purpose of constructing and maintaining the necessary project improvements, upon and over the lands hereafter described, Section 20, Town 4, Range 2, Deerfield Township, Warren County, State of Ohio and further described as follows:

**EXCLUSIVE & PERMANENT DRAINAGE EASEMENT LEGAL DESCRIPTION**

**See Exhibit "A" for details.**

**See Exhibit "B" for drawing.**

The Exclusive and Permanent Drainage Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land.

Grantor shall have the right to repurchase this property for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor decline to repurchase the property; (ii) the Grantor fail to repurchase the property within sixty (60) days after the Grantee offers the property for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantors' right of repurchase is not assignable, nor does it run with the land.

Grantor acknowledge receipt of an appraisal in compliance with Ohio Rev. Code § 163.04.

**GRANTOR**

**IN EXECUTION WHEREOF**, Andy W. Buis, an unmarried man, the Grantor herein, have hereunto set their hands on the date stated below.

**Grantor:**

SIGNATURE: Andy Buis

PRINTED NAME: Andy W. Buis

DATE: 1-25-19

STATE OF OHIO, COUNTY OF WARREN, ss.

**BE IT REMEMBERED**, on this 25 day of JANUARY, 2019, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Andy W. Buis, being the **Grantor** in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed.

**IN TESTIMONY THEREOF**, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



DOMINIC M. BRIGANO  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
02/06/22  
Recorded in  
Warren County

Notary Public: Dominic M. Brigano  
My commission expires: 02/06/22

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**GRANTEE**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by Shannen Jones, its President on the date stated below, pursuant to Resolution No. 19-0149, dated 2/5/19.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Shannen Jones

PRINTED NAME: Shannen Jones

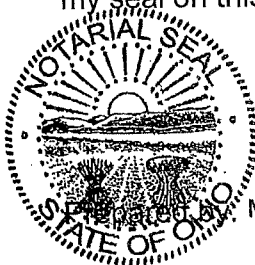
TITLE: President

DATE: 2/5/19

**STATE OF OHIO, COUNTY OF WARREN, ss.**

**BE IT REMEMBERED**, on this 5 day of February, 2019 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Shannen Jones, President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Easement, and acknowledged the signing thereof to be her voluntary act and deed, and pursuant to the Resolution authorization her to act.

**IN TESTIMONY THEREOF**, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



LAURA K. LANDER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 12/26/2022

Notary Public: [Signature]  
My commission expires: 12/26/2022

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO  
By: [Signature]  
Adam Nice, Assistant Prosecutor  
500 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1399  
Fx. (513) 695-2962  
Email: Adam.Nice@co.warren.oh.us



**Andy W. Buis**  
**Permanent Drainage Easement – 1D**  
**For Townsley Drive Bridge Replacement Project**  
**(Bridge No. 1201-0.50)**  
**PIN #16-20-102-010 (Pt.)**

Situated in Section 20, Town 4, Range 2, Deerfield Township, Warren County, State of Ohio, along the south side of Townsley Drive (also known as Township Road 1201), being a part of the Myrtle Village Subdivision Section Two Record Plat as recorded in Plat Book 4, Page 85 in the Warren County Recorder's Office, also being part of Lot 60, a 0.505 acre tract conveyed to Andy W. Buis, Grantor, by deed as recorded in Official Record 5674, Page 473 in the Warren County Recorder's Office being more particularly described as follows:

Commencing at the Grantor's northwest boundary corner, being the common boundary line between Lot 59 and Lot 60 of the Myrtle Village Subdivision Section Two Record Plat, also being the northeast boundary corner of Lot 59, consisting of 0.505 acres conveyed to Zurab Tskhadashvili, Document Number 2017-025711, and also being a point in the existing southerly right-of-way line of Townsley Drive (Township Road 1201);

Thence along the said right-of-way line, also being the Grantor's northerly boundary line South 83 degrees 17 minutes 15 seconds East 11.01 feet to a point, being the TRUE POINT OF BEGINNING of this description;

Thence continuing along the said right-of-way and boundary line South 83 degrees 17 minutes 15 seconds East 59.66 feet to a point in the new permanent drainage easement line;

Thence along the said easement line South 51 degrees 42 minutes 45 seconds West 31.34 feet to a point;

Thence continuing along the said easement line North 83 degrees 17 minutes 15 seconds West 37.50 feet to a point;

Thence continuing along the said easement line North 06 degrees 42 minutes 45 seconds East 22.16 feet to a point in the existing southerly right-of-way line of Townsley Drive (Township Road 1201), also being the Grantor's northerly boundary line, being the TRUE POINT OF BEGINNING containing 0.025 acres (1,077 s.f.), more or less.

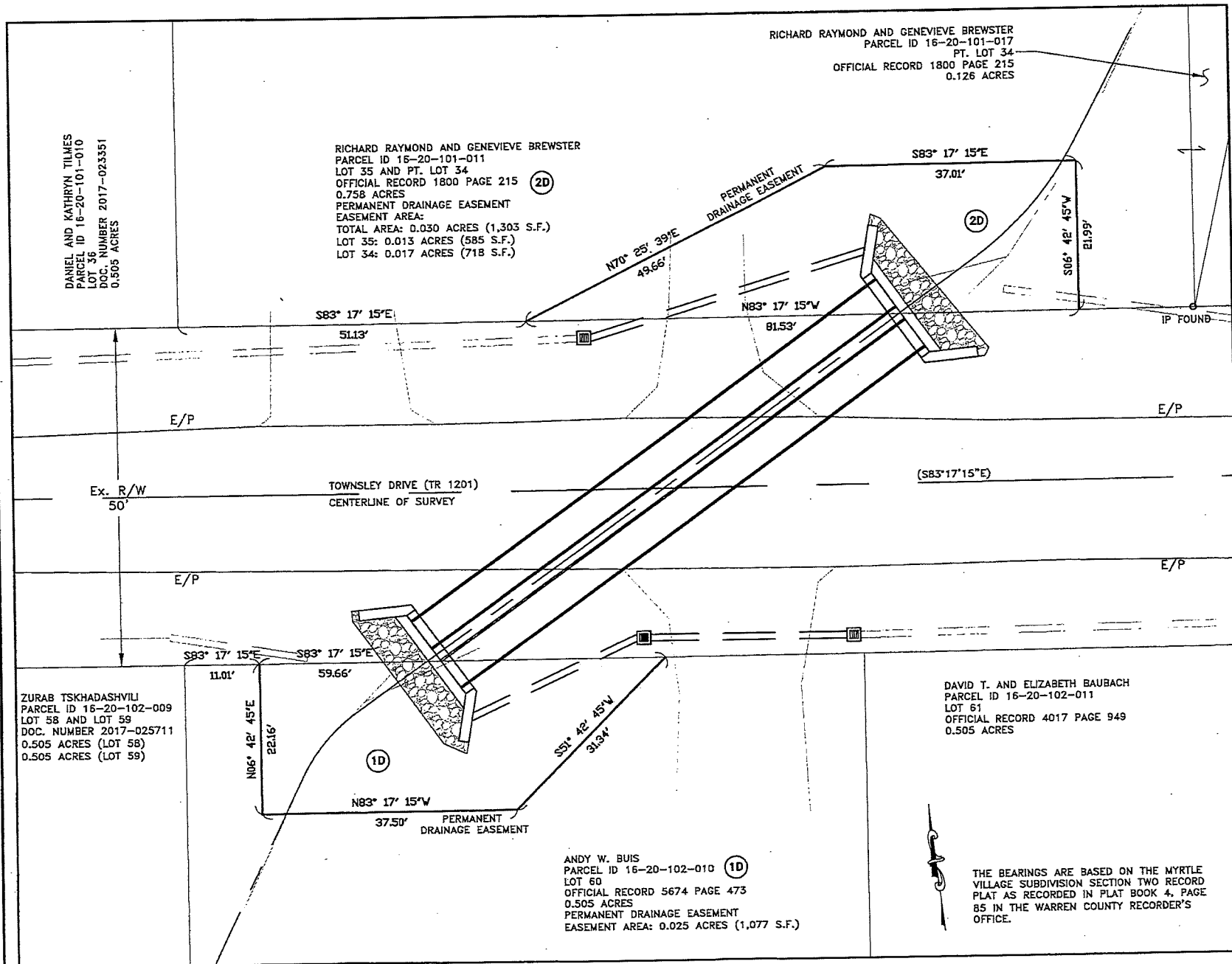
The bearings for this description are based on the Myrtle Village Subdivision Section Two Record Plat as recorded in Plat Book 4, Page 85 in the Warren County Recorder's Office.

This legal description was prepared based on the Myrtle Village Subdivision Section Two Record Plat as recorded in Plat Book 4, Page 85 in the Warren County Recorder's Office, and on a survey that was completed by the Warren County Engineer's Office in August of 2011 for the Townsley Drive Bridge Replacement Project (Bridge No. 1201-0.50). This legal description was completed under the direction and supervision of Roy G. Henson (Ohio Registered Surveyor No. 8554) of the Warren County Engineer's Office, 210 W Main Street, Lebanon, Ohio.



*Roy G. Henson*  
8/16/2018

EXHIBIT "B"



Warren County Engineers Office  
 Neil F. Tunison, P.E., P.S.  
 Warren County Engineer

PROPOSED EASEMENT - EXHIBIT "B"  
 SECTION 20, TOWN 4, RANGE 2  
 DEERFIELD TOWNSHIP  
 WARREN COUNTY, OHIO

SCALE	DATE	CHECKED BY	FILE
1" = 20'	07/02/18	RZH	TR201-060
DRAWN BY			
DWB			
PROJECT NO.			
TR201			
DRAWING NO.			

THE BEARINGS ARE BASED ON THE MYRTLE VILLAGE SUBDIVISION SECTION TWO RECORD PLAT AS RECORDED IN PLAT BOOK 4, PAGE 85 IN THE WARREN COUNTY RECORDER'S OFFICE.

210 W. Main Street  
 Lebanon, Ohio 45036  
 513 885 7901 Phone  
 513 885 7714 Fax

# Resolution

Number 19-0150

Adopted Date February 05, 2019

## ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH PEGGY ANNE NOGGLER FOR THE COZADDALE-MURDOCH ROAD CULVERT REPLACEMENT PROJECT

WHEREAS, in order to improve the public safety of Cozaddale-Murdoch Road a culvert replacement is to be constructed, and it is necessary to enter onto the property, parcel #17-19-200-018 located at 10467 Cozaddale-Murdoch Road, Goshen, OH 45122 which is owned by Peggy Anne Nogglers, Grantor; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove tree, and/or brush as necessary for construction of the project
2. Trim any tree, and/or brush as necessary for construction of the project
3. Construct new culvert
4. Complete final grading of embankment and stream outside of the permanent right-of-way
5. Seed and straw any disturbed area upon completion of the project

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and

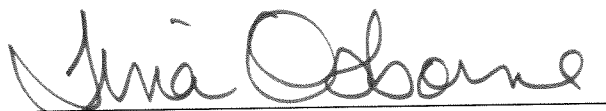
NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Peggy Anne Nogglers, for the Cozaddale-Murdoch Road Culvert Replacement Project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Nogglers, Peggy  
Engineer (file)

## TEMPORARY ENTRANCE AND WORK AGREEMENT

### ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Peggy Anne Nogger, whose tax mailing address is 10467 Cozaddale-Murdoch Road, Goshen, Ohio 45122 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

#### Witnesseth:

In order to improve the public safety and better serve the needs of the traveling public a culvert replacement project on Cozaddale-Murdoch Road is to be completed. In order to perform the work it is necessary to enter onto property, which is owned by Grantor. The subject real estate is located at 10467 Cozaddale-Murdoch Road, Goshen, Ohio 45122, identified as Parcel #17-19-200-018. Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Construct new culvert.
4. Complete final grading of embankment and stream outside of the permanent right-of-way.
5. Seed and straw any disturbed area upon completion of the project.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs, and brush that are removed, to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantor do hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Cozaddale-Murdoch Road Culvert #26-2.35 Replacement Project or until December 31, 2019, whichever comes first.

[the balance of this page is blank]

IN EXECUTION WHEREOF, Peggy Anne Noggler, the Grantor herein, have hereunto set her hands on the date stated below.

Grantor:  
Signature: *Peggy Anne Noggler*  
Printed Name: Peggy Anne Noggler  
Date: 1/28/19.

STATE OF Ohio, COUNTY OF Warren, ss.

BE IT REMEMBERED, that on this 28 day of January, 2019, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Peggy Anne Noggler, being the **Grantor** in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

*Katherine A. Howard*

Notary Public  
My commission expires: June 20, 2022



KATHERINE A HOWARD  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
June 20, 2022

[the balance of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Shannon Jones its President on the date stated below, pursuant to Resolution Number 19-0150, dated 2/5/19

Grantee:  
Signature: [Signature]  
Printed Name: Shannon Jones  
Title: President  
Date: 2/5/19

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 5 day of February, 2019 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Shannon Jones, President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed, and pursuant to the Resolution authorization her to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



LAURA K. LANDER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 12/26/2022

[Signature]  
Notary Public  
My commission expires: 6/26/2022

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: [Signature]  
Adam Nice, Assistant Prosecutor  
500 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1399  
Fx. (513) 695-2962  
Email: Adam.Nice@warrencountyprosecutor.com

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0151

Adopted Date February 05, 2019

APPROVE AND ENTER INTO A CONTRACT WITH WARREN COUNTY COMMUNITY SERVICES ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to approve and enter into a contract with Warren County Community Services on behalf of Warren County Department of Human Services for Information and Referral Services, for a total contract amount not to exceed \$24,480.00 beginning January 1, 2019 and terminating on December 31, 2019; contract attached hereto and made a part hereof:

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

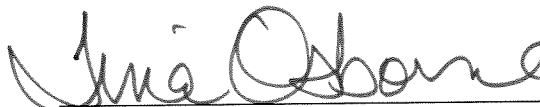
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

**CONTRACT AGREEMENT  
BETWEEN  
THE WARREN COUNTY BOARD OF COMMISSIONERS  
ON BEHALF OF  
THE WARREN COUNTY JOB AND FAMILY SERVICES  
DIVISION OF HUMAN SERVICES  
AND  
THE WARREN COUNTY COMMUNITY SERVICES**

The Vendor Contract, made and entered into on the 5 day of February 2019, by and between the Warren County Board of County Commissioners, on behalf of the Warren County Job and Family Services, Division Human Services (hereinafter referred to as WCDJFS) with offices located at 416 South East Street, Lebanon, Ohio and The Warren County Community Services (hereinafter referred to as WCCS) with offices located at 570 N. State Route 741, Lebanon, Ohio.

In accordance with 5101: 2-25 of the Ohio Administrative Code, the Ohio Department of Job Family Services is the State agency responsible for administering the Title XX Social Services Block Grant program. In turn, county Title XX Social Service programs are administered by County Departments of Job and Family Services. WCDJFS intends to enter into a contract with WCCS for Information and Referral Services for the residents of Warren County, Ohio.

Information and Referral is defined in 5101: 2-25-01 as services or activities designed to provide information about services provided by public and private service providers which may include a brief assessment of client needs (but not diagnosis and evaluation) to facilitate appropriate referral to community services (Exhibit B).

The following are the terms of this Vendor Contract:

1. **Purchase of Services:** The purpose of this Contract is to define the relationship and responsibilities for services provided by WCCS to WCDJFS. WCDJFS agrees to purchase for and Provider agrees to provide services detailed in this Contract (Exhibit A,). Any and all exhibits are deemed to be part of this Contract as fully as if set forth herein.
2. **Contract Period:** This contract will be effective from January 1, 2019, through December 31, 2019 inclusive, unless otherwise terminated, as provided herein. If both WCDJFS and WCCS agree, this contract may be **renewed** with the same terms, conditions, and dollar amount, based on performance and funding levels, for a period of one (1) year.
3. **Availability of Funds:** This Contract is conditioned upon the availability of Federal, State and local funds which are appropriated and/or allocated for WCDJFS use. This Contract may be terminated immediately in the event there is a loss of funding. WCDJFS shall notify Provider, at the earliest possible time, of any service that may be affected by a shortage of funds. If funds are reallocated in lesser quantities than the initial allocation, WCDJFS may reduce the scope of services purchases and/or total Contract dollars. No penalty shall apply to WCDJFS in the event this provision is exercised. WCDJFS shall not be obligated nor liable for any future payments incurred by WCCS after the date of termination. WCCS shall be given a thirty (30) day notice prior to termination or reduction.



Payments for all services provided in accordance with the provisions of this Contract are contingent upon the availability of funding and will not exceed the total of allocated funds. The total dollar value of this Contract may not exceed \$24,480.00, unless otherwise amended by Resolution of the Warren County Board of Commissioners.

**A. RESPONSIBILITY OF THE WCDJFS:**

- a. WCDJFS agrees to cooperate and collaborate with WCCS to plan, implement and monitor the provisions of service under this Contract. WCDJFS shall cooperate with WCCS in conducting or providing for periodic review services purchased under this Contract.
- b. WCDJFS shall collaborate with WCCS to develop and deliver quality services to Warren County residents.
- c. WCDJFS shall keep WCCS updated on any changes as it relates to Information and Referral.
- d. WCDJFS will refer calls to WCCS Information & Referral line when callers are requesting more intensive referral services.

**B. RESPONSIBILITY OF WCCS**

- a. WCCS shall provide the following
  - i. WCCS shall structure the services to meet the contract deliverables as set forth in this Contract.
  - ii. WCCS agrees to cooperate and collaborate with WCDJFS to plan, implement and monitor the provisions of services under this Contract.
  - iii. WCCS agrees to cooperate with WCDJFS in conducting or providing for periodic reviews of participant and employer satisfaction with services purchased under this Contract.
  - iv. WCCS shall adhere to WCDJFS policy for Information and Referral Services under Title XX.
  - v. WCCS shall meet fiscal and reporting requirements, as set forth by WCDJFS. The information shall include but is not limited to; the number of calls received, reason for the call, where referrals were made within Warren County.
  - vi. WCCS shall submit monthly reports to WCDJFS as part of the monthly billing. WCCS shall submit the Monthly Call Report and an Invoice of Services for reimbursement. All reports and invoices shall be submitted by the 10<sup>th</sup> of the following month of service.
  - vii. WCCS agrees to comply with WCDJFS efforts to recoup over expenditures if made in the purchase of services under this Contract.
  - viii. WCCS shall collaborate with WCDJFS to develop and deliver quality services to Warren County residents.
  - ix. WCCS shall remain updated with all changes related to Information and Referral within Warren County.

**C. PURPOSE OF THE CONTRACT**

- a. This contract is entered into for Information and Referral Services. WCCS intends to hire a full-time position however 25 hours will be for the purpose of answering the 2100 extension (Information & Referral Service) and providing Information and Referral Services to the residents of Warren County.

**D. CONTRACT DELIVERABLES**

- a. WCCS shall provide Information and Referral Services to those who call into 513-695-2100 or are transferred from WCDJFS 25 hours per week.
- b. WCCS is responsible for providing a staff member for 25 hours per week to answer all incoming calls. WCDJFS reserves the right to review the credentials of any WCCS staff and the right to request a WCCS staff person be removed if WCDJFS determines the Information and Referral Program is not meeting the standards set forth in this contract.
- c. WCCS will provide the necessary training regarding services in Warren County, Ohio and current technology to assist in job duties of the Information and Referral staff member.

**E. TOTAL COST OF CONTRACT**

- a. WCCS shall provide Information and Referral Services from January 1, 2019 through December 31, 2019, inclusive. WCCS will provide a minimum of 25 hours of Information and Referral Services per week. WCCS will invoice \$2,040.00 per month for 12 months for salary and fringe benefits expenditures for a total contract amount of \$24,480.00.

**F. PAYMENT FOR PURCHASED SERVICES**

- a. WCCS shall submit all invoices and Call Reports for reimbursement to WCDJFS by the tenth (10<sup>th</sup>) working day of the month following the month the bill was incurred. All supporting documentation shall be submitted with the invoice as verification of services provided, including time cards for Information and Referral staff member.
- b. WCDJFS will review each invoice for completeness. If needed, additional information may be requested. Reimbursement to WCCS shall be within thirty (30) days from receipt of a complete, correct invoice.
- c. The invoices submitted are subject to adjustment by WCDJFS before such payment is made in order to adjust for mathematical errors, non-covered services or incorrect rates. The invoices are subject to audit by appropriate State, Federal and local officials and/or an independent audit.
- d. WCCS warrants that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in any invoice submitted for payment. For this Contract, unallowable cost include: bad debts, bonding costs, contingencies, contributions or donations, entertainment costs, cost of alcohol beverages, goods or services for personal use, fines, penalties, and mis-charging costs, gains and losses on disposition or impairment of depreciable or capital assets, interest and other financial costs, losses on other contracts, asset valuation resulting from business combinations, legislative lobbying costs and durable equipment.
- e. If the assigned WCCS Information and Referral staff member is absent, every effort shall be made to provide a substitute. If no substitute is provided, WCDJFS shall not be billed for that day.

- f. WCCS certifies that the services being purchased by WCDJFS are not available on a non-reimbursable basis and that claims made to WCDJFS for payment shall be for actual services rendered.

**G. AVAILABILITY AND RETENTION OF RECORDS**

- a. WCCS shall maintain accurate records, reports, payrolls, etc., which sufficiently and properly reflect all costs of any nature incurred in the performance of this Contract. All records relating to the services provided and supporting documentation for invoices submitted to WCDJFS by WCCS shall be retained and made available for audit by WCDJFS, the State of Ohio (including, but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government for a minimum of three (3) years after payment under this Contract. If an audit is initiated during that time period, WCCS shall retain such records until the audit is concluded and all issues are resolved.
- b. WCCS agrees to keep the following records; call reports, payroll records, and any other reports relevant to Information and Referral Services under Title XX.

**H. EQUIPMENT:** No equipment, software, promotional materials, etc., shall be invoiced by WCCS to WCDJFS.

**I. ASSIGNMENT AND SUBCONTRACTING:** When deemed necessary to deliver services of the quantity and quality specified in this Contract, WCCS may subcontract with the written approval of the WCDJFS. All such subcontracts shall be in the same form as this Contract and subject to the same terms, conditions and covenants contained herein. No such subcontracts shall in any case release WCCS of the liability under this Contract. WCCS is responsible for making direct payment for such subcontracts. This section does not apply to contracts with interpreters and persons needed to accommodate customers with disabilities.

**J. RESPONSIBILITY FOR AUDIT:** WCCS agrees to an independent audit of expenditures or determinations of eligibility, or both, if there is evidence of misuse or improper accounting of claims or substantial errors. Copies of the audit and associated management papers shall be made available to the WCDJFS.

- a. **Responsibility for Audit Exceptions:** WCCS agrees to accept responsibility for receiving, replying to and/or complying/reimbursing any audit exception identified by appropriate local, State and/or Federal audit, directly related to the provisions of the Contract and agrees to maintain compliance with Federal, State and local regulations which govern the provision of this service.

**K. RELATIONSHIP:** Nothing in this Contract is intended to, nor shall be deemed to constitute a partnership, association or joint venture with WCCS in the conduct of the provisions of this Contract. WCCS, agents and employees of WCCS will act in performance of this Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the WCDJFS.

**L. EQUAL OPPORTUNITY/NON-DISCRIMINATION:** Vendor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42); and FNS directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which Vendor received Federal financial assistance from FNS; and hereby gives assurances that it will immediately take measures necessary to effectuate this agreement.

**M. TERMINATION:** In the event that either the WCDJFS or WCCS does not perform their responsibilities and/or obligations under this Contract, either party may initiate their intent to terminate the Contract by providing a thirty (30) day prior written communication to the other party. A final decision to terminate Contract shall be made jointly by WCDJFS and WCCS. This Contract may be terminated immediately in the event there is a loss of funding, disapproval by Federal Administrative Agency or upon discovery of noncompliance with any Federal or State Laws, Rules and/or Regulations.

**N. MODIFICATION OR AMENDMENT:** No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment. Any amendment or modification must be in writing, signed by both parties and not effective until a Resolution is passed by the Warren County Board of Commissioners approving the amendment or modification.

**O. CONTRACT MONITORING:** WCDJFS will monitor the program on a continuous basis. Any findings will be discussed with the WCCS coordinator or other employees of WCCS and may also be discussed with WCCS.

**P. GOVERNING LAW:** This Contract shall be constructed in accordance with, and the legal relations between the parties shall be governed by the Federal Law, laws of the State of Ohio and local laws as applicable to contracts executed and fully performed in the State of Ohio.

- a. **Compliance:** WCCS and WCDJFS agree to comply with all Federal and State laws, rules regulations; auditing standards; and applicable Office of Management and Budget Circulars, State statues and the Administrative Code Rules which are applicable to the performance of this contract
- b. **Confidentiality of Information:** The parties agree that they shall not use any information, systems or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standard of confidentiality that applies to the employees of either party and/or the State of Ohio. The terms of this section shall be included in any subcontract executed by either party for work under this Contract.

**Q. RESOLUTION OF DISPUTES:** The agencies agree that the Directors of WCDJFS and WCCS shall resolve any disputes between the agencies concerning responsibilities under or

performance of any of the terms of this Contract. In the event the Directors can not agree to an appropriate resolution to the disputes, they shall refer to Ohio Board of Regents (OBR) and ODHS for a final binding determination resolving the dispute.

**R. INDEMNIFICATION:** WCCS will defend, indemnify, protect and save WCDJFS harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by WCCS, its agents, employees, licensees, contractors or subcontractors; (b) the failure of WCCS, its agents, employees, licensees, contractors or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of Provider, its agents, employees, licensees, contracts or subcontracts that result in injury to persons or damage to property.

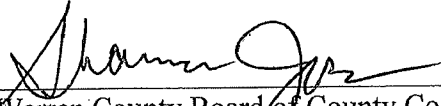
**S. ENTIRE CONTRACT:** This Contract contains the entire Contract between WCCS and WCDJFS with respect to the subject matter thereof, and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings or agreements not herein contained shall be of any force or effect.

**T. NOTICES:** All notices required to be given herein shall be in writing and shall be sent to the following respective addresses:

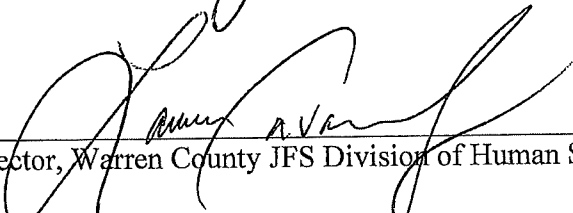
To: Warren County Job and Family Services  
Division of Human Services  
416 South East Street  
Lebanon, Ohio 45036

Warren County Community Services  
570 N. State Route 741  
Lebanon, Ohio 45036

The terms of this Contract are hereby agreed to by all parties, as shown by the signatures of representatives of each:

  
\_\_\_\_\_  
Warren County Board of County Commissioners

2/15/19  
Date

  
\_\_\_\_\_  
Director, Warren County JFS Division of Human Services

12/20/2018  
Date

  
\_\_\_\_\_  
Executive Director, Warren County Community Services

1/14/19  
Date

Bobbi Vunak  
Director, WCCS Family Services

1-3-19  
Date

APPROVED TO FORM:

Keith Anderson  
Keith Anderson, Assistant Prosecutor

12-21-18  
Date

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0152

Adopted Date February 05, 2019

WAIVE REZONING APPLICATION FEE FOR TURTLECREEK TOWNSHIP TRUSTEES TO REZONE A PORTION OF 1550 N. STATE ROUTE 741 IN TURTLECREEK TOWNSHIP FROM PUBLIC RECREATION TO PUBLIC INSTITUTION

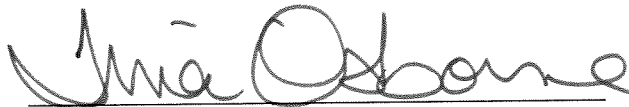
BE IT RESOLVED, to waive the rezoning application fee for Turtlecreek Township Trustees to rezoning a portion of 1550 N. State Route 741 in Turtlecreek Township from Public Recreation to Public Institution.

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

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

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Zoning Dept. (file)  
Adam Nice  
Turtlecreek Township (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0153

Adopted Date February 05, 2019

ADVERTISE FOR BIDS FOR THE TOWNSLEY DRIVE BRIDGE #1201-0.50 AND EVERETT AVENUE BRIDGE #2032-0.23 REPLACEMENT PROJECT

BE IT RESOLVED, to advertise for bids for the Townsley Drive Bridge #1201-0.50 and Everett Avenue Bridge #2032-0.23 Replacement Project for the County Engineer; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of February 17, 2019; bid opening to be March 5, 2019 @ 9:00 a.m.

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

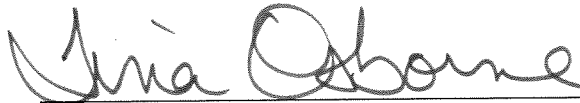
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: Engineer (file)  
OMB Bid file



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

# Resolution

Number 19-0154

Adopted Date February 05, 2019

**ADVERTISE FOR BIDS FOR THE HAULING AND DISPOSAL OF BIOSOLIDS LOWER  
LITTLE MIAMI WWTP PROJECT**

BE IT RESOLVED, to advertise for bids for the Hauling and Disposal of Biosolids Lower Little WWTP Project for the Warren County Water and Sewer Department; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of February 17, 2019; bid opening to be March 7, 2019 @ 11:00 a.m.

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

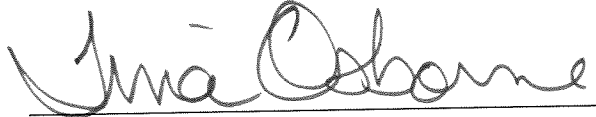
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: Water/Sewer (file)  
OMB Bid file

# Resolution

Number 19-0155

Adopted Date February 05, 2019

## TRANSFER VEHICLE TITLE TO THE WARREN COUNTY PARK BOARD

WHEREAS, the Warren County Board of Commissioners is in possession of a truck that is no longer needed by the Warren County Facilities Management Department; and

WHEREAS, the Warren County Park Board has expressed interest in obtaining said vehicle; and

NOW THEREFORE BE IT RESOLVED, to transfer title of the following vehicle from the Warren County Commissioners to the Warren County Park Board as follows:

2008 FORD F250

VIN #1FTSX21548EE57497

BE IT FURTHER RESOLVED, that at such time the Park Board no longer needs the truck, said truck shall be returned to Warren County for disposal.

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

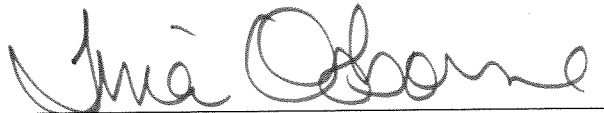
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Title Transfer file  
Park Board (file)  
Facilities Management (file)  
Brenda Quillen – Auditor's Office  
T. Osborne

BID - Multiple

# OHIO CERTIFICATE OF TITLE

ISSUING CITY SANDUSKY  
RESIDENT CITY WARREN

STATE OF OHIO No. 72 0052 9752  
ORIGINAL

ISSUE DATE  
10/10/2008

IDENTIFICATION NUMBER  
1FTSX21548EE57497  
COMMENTS

YEAR MAKE MAKE DESCRIPTION  
2008 FORD FORD  
BODY TYPE MODEL MODEL DESCRIPTION  
PT F2S F250

PURCHASE PRICE  
\$24,954.14

BIENFT SALESE  
SP 43

EVIDENCE  
OH MCO - IN STATE

CONVERSION

VAL BRAND ACTUAL

BRAND(S)

OWNER  
WARREN COUNTY COMM

406 JUSTICE DR  
LEBANON, OH 45038

GRATS LICENSE ISSUED 2008  
Register of Motor Vehicles

PREVIOUS OWNER  
ADVANTAGE FORD LINCOLN MERCURY SALES INC

885 HAGERTY DR  
FREMONT, OH 43420-0000

72021387 ND002407

VOID IF ALTERED

VOID IF ALTERED

LIEN DISCHARGE

LIEN DISCHARGE

Lienholder

Lienholder

by: \_\_\_\_\_  
Authorized signature date

by: \_\_\_\_\_  
Authorized signature date

CLERK OF COURTS LIEN CANCELLATION

CLERK OF COURTS LIEN CANCELLATION

by: \_\_\_\_\_  
Deputy Clerk date

by: \_\_\_\_\_  
Deputy Clerk date

WITNESS MY HAND AND OFFICIAL SEAL THIS 10th DAY OF OCTOBER, 2008  
(SEAL)

7.092661325



\* 7 0 9 2 6 6 1 3 2 5 \*

*Warren P. Brown*

7.092661325

WARREN P. BROWN  
CLERK OF COURTS

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS.

# Resolution

Number 19-0156

Adopted Date February 05, 2019

TEMPORARILY TERMINATE BI-MONTHLY SEWER BILLING TO 8809 DAYTON OXFORD ROAD IN THE CARLISLE SEWER IMPROVEMENT AREA

WHEREAS, sanitary sewer service is provided to the property at 8809 Dayton Oxford Road, Franklin, Ohio; and

WHEREAS, sewer user charges for the Carlisle Sewer Improvement Area are billed on a flat rate basis and water service is provided by the City of Franklin; and

WHEREAS, the owner (Willis Patrick) has indicated that the 3 units need extensive remodeling and/or torn down and that water service to the units are off and locked. He is requesting that sewer charges be temporarily terminated until occupancy is re-established; and

WHEREAS, the Warren County Water and Sewer Department has recommended that sewer charges be temporarily terminated until occupancy is re-established; and

NOW THEREFORE BE IT RESOLVED:

1. That the bi-monthly sewer charges for the property at 8809 Dayton-Oxford Road shall be temporarily discontinued from February 2019 and bi-monthly charges shall not be issued until such time as occupancy is re-established.
2. If occupancy of the property is re-established without prior notification of the Warren County Water and Sewer Department to re-initiate bi-monthly sewer user charges, the property owner shall be responsible for all bi-monthly charges waived by this action.

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

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

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
Account 0604566

# Resolution

Number 19-0157

Adopted Date February 05, 2019

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO SIGN A SUBAWARD AGREEMENT BETWEEN THE URBAN INSTITUTE AND WARREN COUNTY IN REGARDS TO THE COMPREHENSIVE OPIOID ABUSE SITE-BASED PROGRAM

WHEREAS, Warren County has been awarded the FY18 Comprehensive Opioid Abuse Site-based Program from the US Department of Justice, Bureau of Justice Assistance for the purpose of implementing the Child Assessment and Response Evaluation pilot program; and

WHEREAS, The Urban Institute, 2100 M Street, NW, Washington DC, will be assisting in the implementation of said program; and

WHEREAS, it is necessary to enter into a Subaward Agreement to participate in said project; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the President and/or Vice President of this Board to sign a Subaward Agreement with The Urban Institute for work on the Child Assessment and Response Evaluation program to be funded by the FY18 Comprehensive Opioid Abuse Site-based Program Grant from US Department of Justice; 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 Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm

cc: c/a – Urban Institute  
OGA (file)

**SUBAWARD**  
**NO. 1**  
**BETWEEN**  
**WARREN COUNTY BOARD OF COMMISSIONERS**  
**AND**  
**THE URBAN INSTITUTE**  
**THROUGH FUNDS PROVIDED BY**  
**US DEPARTMENT OF JUSTICE**

Subaward No. 1  
FY 18 Comprehensive Opioid Abuse Site-based Program.

Period of Performance of Subaward: 10/1/2018 to 9/30/2020  
Period of Performance of Prime Award: 10/1/2018 to 9/30/2020

**Grantor:** Warren County Board of Commissioners  
406 Justice Drive  
Lebanon, OH 45036

**Grantee:** The Urban Institute  
Office of Grants, Contracts, Pricing & Purchasing  
2100 M Street, NW  
Washington, DC 20037-1207  
Attn: Subcontracts Manager

**Total Subaward Amount: \$199,113**

**Federal Awarding Agency:** United States Department of Justice, Bureau of Justice Assistance  
[Cooperative Agreement] no. 2018-MU-MU-K073  
Total Federal Award Amount: \$800,000  
**CFDA no.** 16-838, Comprehensive Opioid Abuse Site-Based Program

This Agreement, which shall constitute a subaward (Subaward) under Cooperative Agreement no. 2018-MU-MU-K073 (Prime Award) with the United States Department of Justice (Client) is entered into by and between:

The Warren County Board of Commissioners (Grantor), a governmental agency organized and existing under the laws of Ohio, having its principal place of business at 406 Justice Drive, Lebanon, OH 45036

And

The Urban Institute (Grantee), a non-profit organization organized and existing under the laws of Delaware, having its principal place of business at 2100 M Street, NW, Washington, DC 20037-1207.

### SUBAWARD SCHEDULE

**1. Purpose:** The purpose of this Subaward is to fund Grantee's assistance in the selection and support of FY 18 Comprehensive Opioid Abuse Site-based Program. This effort shall be carried out generally as set forth in Appendix A of this Agreement.

**2. Term.** The term of this Subaward shall be from October 1, 2018 through September 30, 2020, unless amended by written agreement. The Subaward is effective on the date of signature of Grantor's duly authorized representative.

**3. Terms and Conditions.** This Subaward is subject to the terms and conditions set forth in the Appendix B, entitled "Subaward General Terms and Conditions" and to any special terms and conditions in this Subaward Schedule.

This Subaward shall also comply with the financial and administrative requirements set forth in the current edition of the Department of Justice Grants Financial Guide.

**4. Subaward Administrator (SA).** The Grantor's Subaward Administrator Officer for this Subaward is Martin Russell, [martin.russell@co.warren.oh.us](mailto:martin.russell@co.warren.oh.us), 513-695-2091. Said individual is Grantor's duly authorized representative.

**5. Subaward Technical Officer (STO).** The Grantor's Technical Officer for this Subaward is Susanne Mason, [susanne.mason@co.warren.oh.us](mailto:susanne.mason@co.warren.oh.us), 513-695-1210.

**6. Principal Investigator (PI).** The Grantee's Principal Investigator for this Subaward is Nancy La Vigne, [nlavigne@urabn.org](mailto:nlavigne@urabn.org), 202-261-5763. The Principal Investigator shall be responsible for this effort. The Grantee agrees to notify the Grantor before changing the Principal Investigator.

**7. Funding.** The Subaward is fully funded in the amount of \$199,113. Funds awarded pursuant to this Subaward shall be expended in accordance with the Subaward budget (Subaward Budget) attached to this document as Appendix B. Subaward funds may only be used for expenses included in this budget, which is agreed by Grantor and Grantee, unless amended by written agreement.

**8. Payments.** Payments will be made to the Grantee on a reimbursement basis. Grantee shall submit an invoice to Grantor, and Grantor will issue a check for reimbursement.

**9. Invoices.** Grantee shall submit proper quarterly invoices for costs incurred by either email or through the mail as indicated below.

Grantee may email invoices as an attached file in Portable Document Format (PDF) to [susanne.mason@co.warren.oh.us](mailto:susanne.mason@co.warren.oh.us) ; the subject line should indicate that an invoice is included along with the relevant Subaward number.

If Grantee wishes to mail invoices, one original should be submitted to:

Warren County Grants Administration  
406 Justice Drive  
Lebanon, OH 45036

A proper invoice shall be numbered sequentially and shall contain the following information: (a) Grantee's name and complete address (b) invoice date; (c) Grantor project number; (d) Name, title, phone number and complete mailing address of the responsible official; (e) period covered by the invoice; (f) number of hours and hourly rate for each individual for the billing period, as well as cumulatively; (g) breakdown (both for the billing period and cumulatively) of other direct costs incurred and paid by the Grantee during performance of the Subaward; (h) total amount of incurred costs (both for the billing period and cumulatively); (i) indirect costs; (j) total amount invoiced (both for the billing period and cumulatively).

Each invoice submitted shall be certified to include the following statement: "Grantee certifies that the invoices are a correct, complete and accurate statement of the Services provided by Grantee, that Grantee is properly entitled to payment, and that all amounts requested are for appropriate purposes in strict accordance with the terms and conditions of the Subaward."

Grantee shall include in its <sup>Quarterly</sup> ~~monthly~~ invoices the costs of allowable other direct costs incurred during performance of the Subaward, including travel expenses (copies of airplane ticket stubs, hotel bills, and other expenses in excess of \$75); provided, however, that cash, checks, or other forms of actual payment have been made by the Grantee for such costs. The Grantee agrees to furnish data and supporting documentation which the Grantor or its designee may request on costs expended or accrued under this Subaward.

10. **Notices.** Any notice, request, document, or other communication submitted by either party to the other under this Agreement will be in writing and sent by mail, facsimile or e-mail, and will be deemed duly given or sent when delivered to such Party at the following address:

Warren County Grants Administration  
406 Justice Drive  
Lebanon, OH 45036

Email: [susanne.mason@co.warren.oh.us](mailto:susanne.mason@co.warren.oh.us) or [martin.russell@co.warren.oh.us](mailto:martin.russell@co.warren.oh.us)  
Facsimile: 513-695-2980

Other addresses may be substituted for the above upon the giving of written notice.



Notices shall be delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

**11. Applicable Law and Venue.** This Subaward will be governed by, and construed in accordance with, the law of the Ohio. Any dispute hereunder shall be adjudicated in the courts of the Ohio.

**12. Non-Waiver of Rights.** If either party fails to require strict performance of any provision of this Subaward, or waives any breach of any provision, such action will in no way affect either party's rights to later enforce that provisions or otherwise exercise rights with respect to a succeeding breach of the same or any other provision of this Subaward.

**13. Entire Agreement.** Both parties acknowledge that the following documents attached hereto shall be deemed to form an integral part of this Subaward:


- (a) The Schedule
- (b) The General Conditions of the Subaward
- (c) The following Appendices:

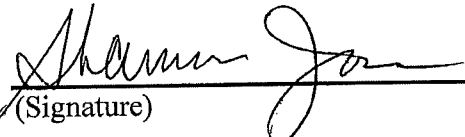
Appendix A:	Program Description	
Appendix B:	Subaward Budget	
Appendix C:	Mandatory Prime Award Provisions	
Appendix D:	Federal Financial Report	

IN WITNESS WHEREOF, The Warren County Board of Commissioners and The Urban Institute, each acting through its duly authorized representatives, have caused this Agreement to be signed on the dates below.

**FOR GRANTEE:**  
The Urban Institute


**FOR GRANTOR:**  
Warren County Board of Commissioners

  
\_\_\_\_\_  
(Signature)  
Victoria Gee  
Senior Contracts Administrator  
\_\_\_\_\_  
(Name, Title)

  
\_\_\_\_\_  
(Signature)  
Shannon Jones, President  
\_\_\_\_\_  
(Name, Title)

Date: Nov 27<sup>th</sup> 2018

Date: 2/15/19

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

### Subaward GENERAL TERMS AND CONDITIONS

1. **Federal Requirements.** This Subaward is subject to the laws and regulations of the United States. If any statute expressly prescribes policies or specific requirements that differ from the requirements, standards, provisions, or terms and conditions of this Subaward, the provisions of the statute shall govern.

2. **Order of Precedence.** Any inconsistency or conflict in the terms and conditions specified in this Subaward shall be resolved according to the following order of precedence:

- (a) The Subaward Schedule
- (b) These Terms and Conditions
- (c) The Appendices

3. **Incorporation of the Prime Award.** Grantee assumes toward Grantor some of the obligations and responsibilities that Grantor assumes towards the Client in the Prime Award agreement as it relates to the Program. Applicable provisions of the Prime Award agreement are incorporated herein by reference in Appendix B (Mandatory Prime Award Provisions).

#### 4. Grantee Responsibilities.

(a) Grantee has full responsibility for the conduct of the project or activity supported under this Subaward and for adherence to the Grantee's proposal, and the terms and conditions specified in this Subaward. Grantees are encouraged to suggest or propose to discontinue or modify unpromising lines of activity or to explore interesting leads which may appear during the development of the project or activity. However, they must consult the Subaward Technical Officer (STO) before significantly deviating from the objectives or overall program of the project or activity originally proposed.

(b) The Grantee shall immediately notify the STO of developments that have significant impact on the Subaward-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the Subaward. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

5. **Amendment of Subaward.** The only method by which this Subaward can be amended is by a written amendment signed by the Subaward Administrator or another duly authorized representative of Grantor.

6. **Standards for Financial Management.** The Grantee's financial management system shall comply with the standards set forth in the 2 CFR Part 200 Subpart D – Post Federal Award Requirements (Standards for Financial and Program Management), including 2 CFR Part .200.302.

#### 7. Payments.

*Reimbursement Payment Method.* Upon acceptance of the terms and conditions of this Subaward and submission of a proper invoice as indicated in Article 9 of the Subaward Schedule, the Grantee shall be entitled to monthly payments made on a reimbursement basis.

**8. Administration and Cost Principles.** Applicable to this Subaward, and incorporated herein by reference, are the requirements, standards, and provisions of the US Department of Justice Manual and 2 CFR Part 200, as revised as of the effective date of this Subaward, listed below.

**9. Program Income.** Pursuant 2 CFR Part 200.307, program income earned during the project period shall be retained by the Grantee and shall be deducted from the total project or program allowable cost in determining the net allowable costs on which the Grantee's share of costs is based.

**10. Prior Approvals.**

(a) The following activities and expenditures require Grantor's prior approval:

(1) Change of Scope or objectives as required by Art. 5 of the General Terms and Conditions entitled "Amendment of Agreement."

(2) Change of Key personnel as required by Art. 23 of the General Terms and Conditions entitled "Principal Investigator".

(3) The need for additional Federal funding.

(4) Unless waived by Client, costs specified in 2 CFR Part 200 (specifically in 2 CFR Part 200.407), for example: compensation for consultant services in excess of the maximum hourly or daily rate for an 8-hour day; pre-award costs; foreign travel, and conference costs.

(5) The transfer of amounts into any budget category with a zero-dollar amount.

(6) Unless described in the application and funded by this Subaward, the subaward, transfer or contracting out of any work under this Subaward. This provision does not apply to the purchase of supplies, material, equipment or general support services.

(b) Unexpended balances. In the absence of any specific notice to the contrary, Grantees are authorized to carry forward unexpended balances to subsequent funding periods.

The prior approval requirements identified above must be submitted to the Subaward Administrator for his/her approval by e-mail at the address indicated in the Notices section of the Subaward Schedule.

11. **Audit and Access to Records.** The Grantee and its subrecipients shall be subject to the audit requirements contained in 2 CFR Part 200, Subpart F – Audit Requirements and the current Audit Requirements section of the US Department of Justice Manual.

(a) Financial records, supporting documents, statistical records, and other records pertinent to this Subaward shall be retained by the Grantee for a period of three years from submission of the Final Project Reports specified in Article 16 of the General Term and Conditions, entitled “Reports and Reports Distribution”.

(1). Records that relate to audits, appeals, litigation or the settlement of claims arising out of the performance of the project shall be retained until such audits, appeals, litigation or claims have been disposed of.

(2). Records relating to projects subject to special project income provisions shall be retained until three years from the end of the Grantee’s fiscal year in which the Subaward requirement for reporting income expires.

(b) The Grantor, the Client and the Comptroller General of the U.S., or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of the Grantee organization and of the performing organization, if different, which are pertinent to this Subaward, to make audits, examinations, excerpts and transcripts. Further, any negotiated contract in excess of the simplified acquisition threshold made by the Grantee shall include a provision to the effect that the Grantee, the Client and Comptroller General of the U.S., or any of their duly authorized representatives shall have access to pertinent records for similar purposes.

(c) Grantees shall arrange for the conduct of audits as stipulated in 2 CFR Part 200, Subpart F – Audit Requirements. They shall provide copies of the reports of these audits to the Grantor. This requirement shall apply to all Grantees and their subrecipients, regardless of their for-profit or non-profit designation.

12. **Site Visit.** Grantor, through authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. In any site visit made by Grantor on the premises of the Grantee or a contractor under the Subaward, the Grantee shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of Grantor in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

13. **Procurement.** The Grantee’s systems for acquiring goods and services under this Grant shall comply with 2 CFR Part 200. 317 to 200.326.

**14. Subawards and Contracts/Subcontracts.** The applicable Federal cost principles for subawards and contracts/subcontracts under this Subaward shall be those indicated in 2 CFR Part 200, Subpart E – Cost Principles.

Grantee’s subrecipients, subawardees, and contractors have no relationship with Grantor under the terms of this Subaward.

**15. Property.**

(a) Title to all nonexpendable and expendable tangible personal property purchases by the Grantee with Subaward funds shall be deemed to have vested in the Grantee upon purchase in accordance with the provisions of the Property Standards section of 2 CFR Part 200, and shall be used for the conduct of the activities described in Appendix A unless stated otherwise in the Subaward schedule.

(b) The Grantee shall manage property in accordance with 2 CFR Part 200.310 through 200.315.

**16. Reports and Reports Distribution.** Reports shall be furnished as specified below:

*(a) Report Types*

(1) Quarterly Performance Report-This report, due 20 days after the reporting period, shall keep the Grantor informed of Grantee activity and progress toward accomplishment of Subaward objectives.

(2) Quarterly Financial Report – This report due 20 days after the reporting period shall be submitted on the form entitled “Federal Financial Report”, attached to this document as Appendix D. The report shall be on a cash or accrual basis, depending on how the Grantee’s accounting records are normally kept.

(3) Final Financial Status Report. This report, due 60 days after completion of the Subaward, shall be submitted on the form entitled “Federal Financial Report”, attached to this document as Appendix D. The report shall be on a cash or accrual basis, depending on how the Grantee’s accounting records are normally kept.

(b) *Schedule.* Quarterly progress reports, including narrative reports and financial status reports, are required on the following schedule:

<b>Quarterly Reports</b>	
For the period:	Due no later than:
October 1, 2018 – December 31, 2018	January 20, 2019
January 1, 2019 – March 30, 2019	April 20, 2019
April 1, 2019 – June 30, 2019	July 20, 2019
July 1, 2019 – September 30, 2019	October 20, 2019

October 1, 2019 – December 31, 2019	January 20, 2020
January 1, 2020 – March 30, 2020	April 20, 2020
April 1, 2020 – June 30, 2020	July 20, 2020
<b>Final Report</b>	
For the period: July 1, 2020 – September 30, 2020	Due no later than 60 days after completion of the project:

*(c) Report Distribution*

All reports should be submitted via email to the Grantor's Technical Officer for this Subaward, Susanne Mason, [susanne.mason@co.warren.oh.us](mailto:susanne.mason@co.warren.oh.us).

**17. Suspension and Termination /Enforcement.**

(a) Termination pursuant to 2 CFR Part 200.338 through 200.342, this Subaward may be terminated, in whole or in part in the following situations:

- (1) By Subaward Administrator, if recipient materially fails to comply with terms and conditions of this Subaward.
- (2) By Subaward Administrator for cause.
- (3) By Subaward Administrator with the consent of Grantee, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- (4) By Grantee upon sending to Grantor written notification setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if Grantor determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the Subaward was made, it may terminate the award in its entirety.
- (5) By Subaward Administrator, if Client determines that continuation of all or part of the funding for this Subaward should be suspended or terminated because such assistance would not be in the national interest of the United States or would be in violation of an applicable law.

(b) *Enforcement.* If the Grantee fails to materially comply with the terms and conditions of this Subaward, the Subaward Administrator may impose special conditions as outlined in 2 CFR Part 200.338 and/or may take one or more of the actions as listed at 2 CFR Part 200.338 (a) -(f).

**18. Disputes, Claims and Appeals.**

A dispute may be initiated by either party upon written notice to the opposing party contact in Article 10. of the Subaward Schedule. The parties shall make a good faith effort to amicably settle any dispute that may arise between them under this Subaward by negotiation between their authorized representatives. If a dispute is not settled after sixty (60) days of its initiation then either party may pursue all available legal or equitable remedies.

19. **Publications.** In addition to the requirements indicated in US Department of Justice Manual and of Appendix C of this Subaward, the Grantee shall follow the indications set forth below.

(a) *Acknowledgement of Support.* The Grantee is responsible for assuring that an acknowledgement of Warren County Board of Commissioners and Client support is made:

(1) in any publication (including World Wide Web pages) of any material based on or developed under this Subaward, in the following terms:

*"This material is based upon work supported by the Warren County Board of Commissioners under Subaward No.1 through funds provided by US Department of Justice under the terms of FY 18 Comprehensive Opioid Abuse Site-based Program, Award No. 2018-MU-MU-K073. The opinions, findings and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of Warren County Board of Commissioners and the US Department of Justice."*

The above statement shall appear on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication in the audio or video file.

(2) Warren County Board of Commissioners and Client support also must be orally acknowledged during all news media interviews, including popular media such as radio, television and news magazines.

(3) in any Web site funded in whole or in part under this Subaward, the following statement must be included on the home page, on all major entry pages (i.e. pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

*"This Web site is funded in whole or in part through a Subaward from Warren County Board of Commissioners, in turn funded by the US Department of Justice. Neither the US Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse this Web site (including without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the*

*foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.*

(b) *Disclaimer.* The Grantee is responsible for assuring that every publication of material (including World Wide Web pages) based on or developed under this Subaward, contains the following disclaimer:

*"Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of Warren County Board of Commissioners and the US Department of Justice."*

(d) *Copies to Grantor.* Grantee is responsible for assuring that two copies of every publication of material based on or developed under this Subaward, clearly labeled with the Subaward number and other appropriate identifying information, are sent to the Subaward Administrator promptly after publication.

(e) *Logos.* Grantee is permitted to display the official awarding agency logo in connection with the activities supported by the award. In this respect, the logo must appear in a separate space, apart from any other symbol or credit. The words "Funded/Funded in part by US Department of Justice" shall be printed as a legend, either below or beside the logo, each time it is displayed. Use of the logo must be approved by the Client via the Grantor.

20. **Patent Rights.** Patent rights are as specified in section 19 of Appendix C of this Subaward and in 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", which titles and sections are incorporated herein by reference. Grantee will include that clause in all subawards.

#### 21. **Rights in Technical Data, Computer Software, and Copyright.**

All computer software resulting directly from the performance of experimental, developmental, or research work which is specified as an element of performance under this Subaward; test results; studies; analyses; reports and other information or data developed under this Subaward (Products) shall be jointly owned by Grantee and Grantor, however, the Client retains a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and authorize others to use for Federal purposes any copyrighted Products.

22. **After-the-Award-Requirements.** Closeout, subsequent adjustments, continuing responsibilities and collection of amounts due are subject to the requirements in 2 CFR Part 200.343 through 200.345.

23. **Principal Investigator.** Support for the Subaward may not continue without the active direction of the Principal Investigator (PI) approved for, and identified in, this



Subaward. If the approved PI severs his or her connection with the Grantee, or otherwise relinquishes active direction of the project, either permanently or for a significant length of time (three months or more), the Grantee must either:

(a) appoint a replacement with the approval of both the Subaward Administrator and STO, or

(b) relinquish the Subaward, in which case the Subaward shall be terminated in accordance Article 17 of the Subaward's General Terms and Conditions, entitled "Suspension and Termination/Enforcement".

**24. Equal Employment Opportunity.** All contracts to be performed in the United States, or to be performed with employees who were recruited in the United States, shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," to the extent required by the foregoing.

**25. Clean Air and Water.** If the amount of the Subaward exceeds the Simplified Acquisition Threshold, the Grantee assures that it will comply with the applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 740-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations must be reported to the Client via the Grantor and the Regional Office of the Environmental Protection Agency (EPA).

**26. Officials not to benefit.** No member or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Subaward, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

In accordance with the Byrd Anti-Lobbying Amendment (31 USC 1352), if this Subaward exceeds \$100,000, Grantee shall file the required Anti-lobbying certification. If subawards or Subawards are approved, each tier shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any share or part of this Subaward. Each tier shall also disclose any lobbying with non-Federal funds that take place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the Grantee.

**27. Debarment and Suspension (Executive Orders 12549 and 12689).** Unless Grantor can obtain it in the government wide exclusions database in the System for Award Management (SAM), Grantee shall provide the required certification regarding its exclusion status and that of its principals from the "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with E.O.S 12549 and 12689.

28. **Human Research Subjects.** The Grantee is responsible for the protection of the rights and welfare of any human subjects involved in research, development and related activities supported by this Subaward. Grantee shall abide by the recommendations of Grantee's Institutional Review Board.

29. **Metric System.** The Grantee shall use the metric system, to the maximum extent practicable, in measurement-sensitive activities supported by this Subaward and in measurement-sensitive outputs of this Subaward.

30. **Drug Free Requirements.** This Subaward is subject to the requirements of the Drug-Free Workplace Act of 1988.

31. **Prohibition on Transactions Supporting Terrorism (E.O. 13224).** This Subaward is subject to the requirements of Executive Order 13224 which prohibits all transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Grantee to ensure compliance with these Executive Orders and Laws. Grantee must include this provision in all subcontracts/subawards issued under this Subaward.

32. **Nonliability.** Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

33. **Additional Provisions Applicable to Commercial Organizations.**

(a) *Prohibition against profit.* No funds shall be paid as profit to any recipient that is a commercial organization. Profit is any amount in excess of allowable direct and indirect costs.

(b) *Program Income.* The additional costs alternative described in 2 CFR Part 200.307 (e)(2) may not be applied to program income earned by a commercial organization.

34. **Reporting Executive Compensation and First-Tier Subaward Awards.** . (a) First-tier subcontract information. In accordance with the Federal Funding Accountability and Transparency Act, by the end of the month following the month of award of a first-tier subcontract or Subaward (subcontract) with a value of \$30,000 or more, the Grantor shall report the following information at <http://www.fsrs.gov> for that first-tier subcontract or Subaward. (The Grantor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor or subrecipient (subcontractor) receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(b) Reporting Executive Compensation. In accordance with the Federal Funding Accountability and Transparency Act, before the end of the month after signature of this Subcontract, and annually thereafter, the Subcontractor shall report to Grantor the names and total compensation of each of Subcontractor's five most highly compensated executives for the Subcontractor's preceding completed fiscal year if—

(i) In the Subcontractor's preceding fiscal year, the Subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and Subawards) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and Subawards) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

“Total compensation” means the cash and noncash dollar value earned by the executive during the subcontractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

- (5) Above-market earnings on deferred compensation which is not tax-qualified.
- (6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

III. APPENDICES

APPENDIX A- THE PROGRAM

**I. Program Objective** –The Child Assessment and Response Evaluation (CARE) program will develop protocols, train dispatchers and first responders, and enhance child caseworker capacity, linking children and families identified through first responders to a robust array of programs and services.

**II. Program Description** – The Grantee assist and support the Grantor with design and implementing the CARE program. The Grantee will develop protocol to train dispatchers and first responders. Grantee will collect and analyze baseline data and then conduct a process and outcome evaluation of the CARE program. At the conclusion of the project, the Grantee will assist the Grantor in dissemination activities of key findings and recommendations.

**A. Tasks**

- Task 1: Assist the Grantor in establishing and convene multi-disciplinary response team
- Task 2: Collect baseline data collection
- Task 3: Develop first responder and service provider protocols and training materials
- Task 4: Assist the Grantor in training first responders on protocols
- Task 5: Supporting the implementation of the CARE program pilot
- Task 6: Conduct ongoing assessment and evaluation
- Task 7: Document and disseminate findings and process

**B. Outputs**

**Schedule of Outputs**

<u>Output</u>	<u>Due Date</u>
1. Develop and provide training materials, protocols, and other related materials (eg. Phone scripts, tracking sheets) for first responders and dispatchers.	<del>December 31, 2018</del> January 31, 2019
2. Provide findings from baseline data collection	<del>December 31, 2018</del> Jan 31, 2019
3. Develop logic model	March 30, 2019
4. Develop law enforcement survey	March 30, 2019
5. Draft and submit feedback memos based on qualitative data collection (eg. Site visit memos)	July 31, 2019
6. Outline, draft, and develop presentation of preliminary findings	September 30, 2019
7. Draft and submit feedback memos based on qualitative	January 31, 2020

\*VBS

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and quantitative data collection (eg. Site visit memos)	
8. Outline, draft, and develop evaluation report	September 30, 2020
9. Outline, draft, and develop "lessons learned" brief	September 30, 2020
10. Outline, draft, and develop presentation of final findings	September 30, 2020

APPENDIX B - Subaward BUDGET

SUMMARY BY YEAR Object Classification	2018 Hourly Rate	Year 1		Year 2		Total Estimated	
		Hours	Dollars	Hours	Dollars	Hours	Dollars
<b>ON-SITE PERSONNEL</b>							
Nancy La Vigne	\$112.01	32	\$3,613	86	\$9,710	118	\$13,323
Lindsey Cramer	39.00	200	7,800	472	18,408	672	26,208
Research Assistant	22.48	304	6,824	660	14,748	960	21,580
Editorial and Publication Support	38.50	7	270	17	651	24	927
Secretarial/Administrative Support	25.82	9	233	8	188	15	399
Subtotal		562	18,766	1,237	43,671	1,789	62,427
Provision for Merit Increase*			633		3,504		4,137
Subtotal			19,399		47,175		66,564
Fringe Benefits	40.68%		7,897		18,191		27,078
Subtotal			27,276		65,366		92,642
Indirect	63.27%		14,530		35,354		49,884
Subtotal			41,806		101,720		143,526
Subtotal--Personnel		562	\$41,806	1,237	\$101,720	1,789	\$143,526
<b>TRAVEL</b>							
Round-trip Airfare: WDC/		Cost	No.	No.	No.	No.	
Channah, OH		\$230	7	1,610	480	2	2,070
Trip Duration: 4 day(s)/trip			0	0	0	0	
Transfers @ 2 hrs		15	14	210	4	80	18
Per Diem: Lodging @ 3 night(s)/trip		141	21	2,081	6	848	27
Lodging Tax @ 16%		244				127	571
M&IE @ 3.00 day(s)/trip		80	24	1,891	7,000	483	31,511
Car Rental & Related @ 4 day(s)/trip		55	28	1,540	8	448	36
Inflation Factor on Travel*			128		85		211
Subtotal			8,682		2,501		11,683
<b>OTHER DIRECT COSTS</b>							
Computer Network Services			2,760		6,130		8,890
Books/Periodicals/Library Services			18		31		49
Reproduction @ \$.095/page			39		58		70
Telephone Expenses			26		39		49
Postage/Delivery			0		10		10
Participant Incentives			1,000		1,000		2,000
Supplies and Miscellaneous			0		38		38
Subcontract Administration			0		0		0
Inflation Factor on ODCs (excl Sub. Admin)*	4.63%		57		261		318
Subtotal			3,887		7,851		11,498
Total Direct and Indirect Costs			\$64,255		\$111,852		\$168,107
GENERAL & ADMINISTRATIVE	19.87%		10,751		21,235		33,006
<b>TOTAL ESTIMATED COST</b>			<b>\$65,033</b>		<b>\$134,077</b>		<b>\$199,113</b>

### APPENDIX C – MANDATORY PRIME AWARD PROVISIONS

The following clauses from the Prime Award are hereby incorporated into this Subaward Agreement:

Changes in reference are as follows:

Department of Justice – Office of Justice Programs - Primary grantor.

“Recipient” - Warren County Board of Commissioners.

“Award” - \$800,000 funding from Department of Justice to Warren County for the FY 18 Comprehensive Opioid Abuse Site-based Program.

#### *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 certifications or assurances 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.

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 a certification or assurance 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 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 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 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 2018 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.

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 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.

#### 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).

#### 9. 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.

#### 10. 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.

#### 11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

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, \$150,000). 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 \$150,000)), and are incorporated by reference here.

#### 12. 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.

13. 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").

15. 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>.

16. 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.

17. 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.

18. 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.

19. 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."

20. 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, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

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 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 the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," 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.

21. 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.

#### 22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

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, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at

<https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.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.

#### 23. 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) 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 (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

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

#### 24. 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.

25. 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.

26. 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.

27. 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](mailto: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.

28. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter

29. 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).

30. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

31. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications,

reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2018-MU-MU-K073 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

32. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

33. 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.

35. Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share

data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).

36. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued

guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

**37.Cooperating with OJP Monitoring**

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

39.The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

**40.Protection of human research subjects**

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

41.All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.

**42.Confidentiality of data**

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

43.With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

45.Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

**46.Copyright; Data rights**

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first

produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

49. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

50. The recipient agrees promptly to provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements.

**APPENDIX D – FEDERAL FINANCIAL REPORT**

(this form and its instructions can be found at [https://www.whitehouse.gov/omb/grants\\_forms](https://www.whitehouse.gov/omb/grants_forms))

**FEDERAL FINANCIAL REPORT**  
(Follow form instructions)

1. Federal Agency and Organizational Element to Which Report is Submitted		2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment)			Page of 1 pages		
3. Recipient Organization (Name and complete address including Zip code)							
4a. DUNS Number	4b. EIN	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)		6. Report Type <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> Final	7. Basis of Accounting <input type="checkbox"/> Cash <input type="checkbox"/> Accrual		
8. Project/Grant Period (Month, Day, Year) From:				9. Reporting Period End Date (Month, Day, Year) To:			
10. Transactions					Cumulative		
<i>(Use lines a-c for single or combined multiple grant reporting)</i>							
Federal Cash (To report multiple grants separately, also use FFR Attachment):							
a. Cash Receipts							
b. Cash Disbursements							
c. Cash on Hand (line a minus b)							
<i>(Use lines d-o for single grant reporting)</i>							
Federal Expenditures and Unobligated Balance:							
d. Total Federal funds authorized							
e. Federal share of expenditures							
f. Federal share of unliquidated obligations							
g. Total Federal share (sum of lines e and f)							
h. Unobligated balance of Federal funds (line d minus g)							
Recipient Share:							
i. Total recipient share required							
j. Recipient share of expenditures							
k. Remaining recipient share to be provided (line i minus j)							
Program Income:							
l. Total Federal share of program income earned							
m. Program income expended in accordance with the deduction alternative							
n. Program income expended in accordance with the addition alternative							
o. Unexpended program income (line l minus line m or line n)							
11. Indirect Expense	a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
g. Totals:							
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:							
13. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)							
a. Typed or Printed Name and Title of Authorized Certifying Official				c. Telephone (Area code, number, and extension)			
				d. Email Address			
b. Signature of Authorized Certifying Official				e. Date Report Submitted (Month, Day, Year)			
14. Agency Use Only							

Standard Form 425 - Revised 10/11/2011  
OMB Approval Number: 0348-0061  
Expiration Date: 2/28/2015

**Paperwork Burden Statement**  
According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is 0348-0061. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0061), Washington, DC 20503.



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

# Resolution

Number 19-0158

Adopted Date February 05, 2019

AUTHORIZE PRESIDENT AND/OR VICE PRESIDENT OF THE BOARD TO SIGN THE PRE-AWARD CONDITION FORMS ASSOCIATED WITH THE GRANT PROGRAMS OF THE OFFICE OF CRIMINAL JUSTICE SERVICES

WHEREAS, the Warren County Drug Task Force applies for grant funding through the Office of Criminal Justice Services, and

WHEREAS, the OCJS has a *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 OCJS for each application.

NOW THEREFORE BE IT RESOLVED, to authorize the President and/or Vice President of the Board to sign the *Pre-Award Condition Forms For Government/Public and Private Agencies*, as modified by the Office of Criminal Justice Services, *OMB Approval Number 1121-0340*, as attached hereto and made a part hereof.

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


Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/vsp

cc: OGA (file)  
WC Drug Task Force (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 EEO 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 HUMAN RESOURCE MANAGER

□ **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.

Major Steven C. Anuswith  
Signature

1/24/19 Project Director  
Date

Major Steven C. Anuswith  
Signature

1/24/19 Implementing Agency Authorized Official  
Date

Shannon J. Fox  
Signature

2/3/19 Subgrantee Agency Authorized Official  
Date

APPROVED AS TO FORM

Keith W. Anderson  
Keith W. Anderson  
Asst. Prosecuting Attorney

SK

# 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: <u>THE GREATER WARREN COUNTY DRUG TASK FORCE</u>	DUNS Number: <u>784327608</u>
Address: <u>822 MEMORIAL DRIVE LEBANON, OH 45036</u>	
Grant Title: <u>JUSTICE ASSISTANCE GRANT (JAG)</u>	Grant Number: <u>2018-JG-A01-6252</u> Award Amount: <u>\$56,250.00</u>
Name and Title of Contact Person: <u>STEVEN C. ARRASMITH, COMMANDER</u>	
Telephone Number: <u>513-336-0070</u>	E-Mail Address: <u>ARRASMITH@WCJTF.ORG</u>

### 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, STEVEN C. ARRASMITH [responsible official],  
certify that THE GREATER WARREN COUNTY DRUG TASK FORCE [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 THE GREATER WARREN COUNTY DRUG TASK FORCE [recipient]  
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of  
services.

STEVEN C. ARRASMITH, COMMANDER    Steven C. Arrasmith    1/24/19  
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, \_\_\_\_\_ [responsible official],  
certify that \_\_\_\_\_ [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:

\_\_\_\_\_ [organization],  
\_\_\_\_\_ [address].

\_\_\_\_\_  
Print or Type Name and Title    Signature    Date

### 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

5\*

**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? 5
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? \_\_\_\_\_
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?

**SECTION 3: CIVIL RIGHTS COMPLAINTS, LAWSUITS<sup>1</sup>, 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.**

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<sup>1</sup> \*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.**

5k

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:

*INFORMATION POSTED IN PUBLIC AREAS*

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:

*INFORMATION POSTED IN PUBLIC AREAS*

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:

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 HANDICAP<sup>2</sup>**

**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 disability<sup>3</sup> 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:

\_\_\_\_\_

**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.):

<sup>2</sup> 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."

<sup>3</sup> 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.

SK

**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:

\_\_\_\_\_

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.):

**SECTION 6: LIMITED ENGLISH PROFICIENCY (LEP) REQUIREMENTS**

1. What reasonable steps<sup>4</sup> has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?<sup>5</sup>  
{summarize in the space below}

WARREN COUNTY CURRENTLY USES ASSIST TRANSLATION SERVICES, INC. - COLUMBUS, OH  
FOR ALL TRANSLATION NEEDS.

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:

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<sup>4</sup> 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.

<sup>5</sup> 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:

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.

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));

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- 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. § 794);
- 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.

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

State or Local Government: FY 2018 Certification Relating to  
8 U.S.C. §§ 1226(a) & (c), 1231(a), 1324(a), 1357(a), & 1366(1) & (3)

On behalf of the applicant government entity named below, and in support of its application, I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
2. I have carefully reviewed each of the following sections of title 8, United States Code:
  - a. § 1226(a) & (c) (authorizing arrest and detention of certain aliens and providing that the federal government "shall take into custody" certain criminal aliens "when the alien is released");
  - b. § 1231(a) (providing that a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien incarcerated by a State or local government, or by the federal government, from the United States generally "begins" no later than "the date the alien is released from detention or confinement"; and providing that the federal government may not "remove an alien [including "an alien in the custody of a State (or a political subdivision of a State)"] who is sentenced to imprisonment until the alien is released from imprisonment");
  - c. § 1324(a) (forbidding the concealing, harboring, or shielding from detection of aliens illegally in the United States);
  - d. § 1357(a) (authorizing immigration officers, "anywhere in or outside the United States" (see 8 C.F.R. § 287.5(a)), to "interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States"); and
  - e. § 1366(1) & (3) (requiring the Attorney General annually to submit to Congress "a report detailing ... (1) the number of illegal aliens incarcerated in Federal and State prisons for having committed felonies, stating the number incarcerated for each type of offense; [and] (3) programs and plans underway in the Department of Justice to ensure the prompt removal from the United States of criminal aliens subject to removal").
3. I (and also the applicant entity) understand that USDOJ will – by award condition – require States and local governments (including State and local government entities, -agencies, and -officials), with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2018 OJP program under which this certification is being submitted (the "FY 2018 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2018 OJP Program, not to publicly disclose federal law enforcement information in an attempt to conceal, harbor, or shield certain individuals from detection, whether or not in violation of 8 U.S.C. § 1324(a) or other laws, and not to impede the exercise by federal officers of authority under 8 U.S.C. § 1357(a) or relating to 8 U.S.C. § 1366(1) or (3) or 8 U.S.C. § 1226(a) or (c).
4. I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 34 U.S.C. § 10251(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (i.e., one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.
5. I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning the following (which, for the specific purpose of paragraph 5, shall not be understood to include any "program or activity" of any subrecipient at any tier):
  - a. the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2018 OJP Program; and
  - b. any laws, rules, policies, or practices potentially applicable to the "program or activity" sought to be funded under the FY 2018 OJP Program that implicate any of the requirements relating to 8 U.S.C. §§ 1226(a) or (c), 1231(a), 1357(a), or 1366(1) or (3) that are described in paragraph 3 of this certification, whether imposed by a State or local government entity, -agency, or -official.
6. As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any law, rule, policy, or practice that would apply to the "program or activity" to be funded in whole or in part under the FY 2018 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that would or does— (a) impede the exercise by federal officers of authority under 8 U.S.C. § 1357(a); or (b) impede the exercise by federal officers of authority relating to 8 U.S.C. § 1226(a) or (c), 8 U.S.C. § 1231(a), or 8 U.S.C. § 1366(1) or (3).

David Domscep  
Signature of Chief Legal Officer of the Jurisdiction

1-25-19  
Date of Certification

David Fornshell  
Printed Name of Chief Legal Officer

Prosecuting Attorney, Warren County, Ohio  
Title of Chief Legal Officer of the Jurisdiction

GREATER WARREN COUNTY DRUG TASK FORCE  
Name of Applicant Government Entity (i.e., the applicant to the FY 2018 OJP Program identified below)



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

FY 2018 Edward Byrne Memorial Justice Assistance Grant Program

Certification of Compliance with 8 U.S.C. §§ 1373 & 1644 by Prospective Subrecipient:  
Recipient State subaward to a Local Government

On behalf of the local government named below as the "prospective subrecipient," and in support of its request to the "Recipient State" identified below for a subaward from the grant awarded by the U.S. Department of Justice ("USDOJ") under the FY 2018 Edward Byrne Memorial Justice Assistance Grant Program ("the FY 2018 JAG Program"), I certify to the Recipient State, and also certify to USDOJ, that all of the following are true and correct:

- (1) I am the chief legal officer of the local government named below as the prospective subrecipient, and I have the authority to make this certification on its behalf. I understand that this certification will be relied upon as a material representation in any decision to make a subaward to the prospective subrecipient under the FY 2018 JAG Program.
- (2) I have carefully reviewed 8 U.S.C. §§ 1373(a) and (b), and 1644, including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information on citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. §§ 1373 & 1644 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.
- (3) I (and also the prospective subrecipient) understand that if the prospective subrecipient receives a subaward under the FY 2018 JAG Program—
  - (a) the subrecipient (and agencies or other entities thereof) must comply with 8 U.S.C. §§ 1373 & 1644, throughout the period of performance for the subaward, with respect to any "program or activity" funded in whole or in part with the subaward; and
  - (b) the subrecipient may not make a lower-tier subaward to a State or local government, or to a "public" institution of higher education, unless the subrecipient first obtains a certification of compliance with 8 U.S.C. §§ 1373 & 1644 (on a form provided by USDOJ), properly executed by the chief legal officer of the jurisdiction or educational institution that would receive it.
- (4) I (and also the prospective subrecipient) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 34 U.S.C. § 10251(a)(2)). Also, I understand that neither a "public" institution of higher education (i.e., one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a "local government" (or an agency or other entity thereof) for purposes of this certification.
- (5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning the following (which shall not be understood to include any "program or activity" of any planned subrecipient of a lower-tier subaward):
  - (a) the "program or activity" to be funded (in whole or in part) with the requested subaward; and
  - (b) any prohibitions or restrictions potentially applicable to the "program or activity" to be funded with that subaward (if received) that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. §§ 1373(a) or (b), and 1644, whether imposed by a State or local government entity, -agency, or -official.
- (6) As of the date of this certification, neither the prospective subrecipient nor any entity, agency, or official of the prospective subrecipient has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part with the requested subaward (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any planned subrecipient of a lower-tier subaward), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. §§ 1373(a) & 1644; or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

WARREN COUNTY COMMISSIONERS

Local government that is the "prospective subrecipient" of a subaward of funds from the FY 2018 JAG Program

David Damschler  
Signature of chief legal officer of the prospective subrecipient

Prosecuting Attorney, Warren County, Ohio  
Title of chief legal officer of the prospective subrecipient

OHIO

Recipient State from which the prospective subrecipient seeks a subaward under the FY 2018 JAG Program

David Fornshell  
Printed name of chief legal officer of the prospective subrecipient

1-25-19  
Date of certification

## Appendix D

### Certain relevant federal laws, as in effect on June 7, 2018

#### 8 U.S.C. § 1373

##### Communication between government agencies and the Immigration and Naturalization Service

###### (a) In general

Notwithstanding any other provision of Federal, State, or local law, a Federal, State, or local government entity or official may not prohibit, or in any way restrict, any government entity or official from sending to, or receiving from, the Immigration and Naturalization Service information regarding the citizenship or immigration status, lawful or unlawful, of any individual.

###### (b) Additional authority of government entities

Notwithstanding any other provision of Federal, State, or local law, no person or agency may prohibit, or in any way restrict, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status, lawful or unlawful, of any individual:

- (1) Sending such information to, or requesting or receiving such information from, the Immigration and Naturalization Service.
- (2) Maintaining such information.
- (3) Exchanging such information with any other Federal, State, or local government entity.

###### (c) Obligation to respond to inquiries

The Immigration and Naturalization Service shall respond to an inquiry by a Federal, State, or local government agency, seeking to verify or ascertain the citizenship or immigration status of any individual within the jurisdiction of the agency for any purpose authorized by law, by providing the requested verification or status information.

#### 8 U.S.C. § 1644

##### Communication between State and local government agencies and Immigration and Naturalization Service

Notwithstanding any other provision of Federal, State, or local law, no State or local government entity may be prohibited, or in any way restricted, from sending to or receiving from the Immigration and Naturalization Service information regarding the immigration status, lawful or unlawful, of an alien in the United States.

#### 8 U.S.C. § 1226(a) & (c)

##### Apprehension and detention of aliens

###### (a) Arrest, detention, and release

On a warrant issued by the Attorney General, an alien may be arrested and detained pending a decision on whether the alien is to be removed from the United States. Except as provided in subsection (c) and pending such decision, the Attorney General--

- (1) may continue to detain the arrested alien; and
- (2) may release the alien on--
  - (A) bond of at least \$1,500 with security approved by, and containing conditions prescribed by, the Attorney General; or
  - (B) conditional parole; but
- (3) may not provide the alien with work authorization (including an "employment authorized" endorsement or other appropriate work permit), unless the alien is lawfully admitted for permanent residence or otherwise would (without regard to removal proceedings) be provided such authorization.

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(c) Detention of criminal aliens

(1) Custody

The Attorney General shall take into custody any alien who--

- (A) is inadmissible by reason of having committed any offense covered in section 1182(a)(2) of this title,
- (B) is deportable by reason of having committed any offense covered in section 1227(a)(2)(A)(ii), (A)(iii), (B), (C), or (D) of this title,
- (C) is deportable under section 1227(a)(2)(A)(i) of this title on the basis of an offense for which the alien has been sentence<sup>1</sup> to a term of imprisonment of at least 1 year, or
- (D) is inadmissible under section 1182(a)(3)(B) of this title or deportable under section 1227(a)(4)(B) of this title,

when the alien is released, without regard to whether the alien is released on parole, supervised release, or probation, and without regard to whether the alien may be arrested or imprisoned again for the same offense.

(2) Release

The Attorney General may release an alien described in paragraph (1) only if the Attorney General decides pursuant to section 3521 of Title 18 that release of the alien from custody is necessary to provide protection to a witness, a potential witness, a person cooperating with an investigation into major criminal activity, or an immediate family member or close associate of a witness, potential witness, or person cooperating with such an investigation, and the alien satisfies the Attorney General that the alien will not pose a danger to the safety of other persons or of property and is likely to appear for any scheduled proceeding. A decision relating to such release shall take place in accordance with a procedure that considers the severity of the offense committed by the alien.

**8 U.S.C. § 1231(a)(4)**

(a) Detention, release, and removal of aliens ordered removed

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**4) Aliens imprisoned, arrested, or on parole, supervised release, or probation**

**(A) In general**

Except as provided in section 259(a) of title 42 and paragraph (2), the Attorney General may not remove an alien who is sentenced to imprisonment until the alien is released from imprisonment. Parole, supervised release, probation, or possibility of arrest or further imprisonment is not a reason to defer removal.

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**(B) Exception for removal of nonviolent offenders prior to completion of sentence of imprisonment**

The Attorney General is authorized to remove an alien in accordance with applicable procedures under this chapter before the alien has completed a sentence of imprisonment-

- i. in the case of an alien in the custody of the Attorney General, if the Attorney General determines that (I) the alien is confined pursuant to a final conviction for a nonviolent offense (other than an offense related to smuggling or harboring of aliens or an offense described in section 1101(a)(43)(B), (C), (E), (I), or (L) of this title and (II) the removal of the alien is appropriate and in the best interest of the United States; or
- ii. in the case of an alien in the custody of a State (or a political subdivision of a State), if the chief State official exercising authority with respect to the incarceration of the alien determines that (I) the alien is confined pursuant to a final conviction for a nonviolent offense (other than an offense described in section 1101(a)(43)(C) or (E) of this title), (II) the removal is appropriate and in the best interest of the State, and (III) submits a written request to the Attorney General that such alien be so removed.

**(C) Notice**

Any alien removed pursuant to this paragraph shall be notified of the penalties under the laws of the United States relating to the reentry of deported aliens, particularly the expanded penalties for aliens removed under subparagraph (B).

**(D) No private right**

No cause or claim may be asserted under this paragraph against any official of the United States or of any State to compel the release, removal, or consideration for release or removal of any alien.

**8 U.S.C. § 1324(a)**

**Bringing in and harboring certain aliens**

**(a) Criminal penalties**

**(1)(A) Any person who—**

- i. knowing that a person is an alien, brings to or attempts to bring to the United States in any manner whatsoever such person at a place other than a designated port of entry or place other than as designated by the Commissioner, regardless of whether such alien has received prior official authorization to come to, enter, or reside in the United States and regardless of any future official action which may be taken with respect to such alien;
- ii. knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, transports, or moves or attempts to transport or move such alien within the United States by means of transportation or otherwise, in furtherance of such violation of law;
- iii. knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, conceals, harbors, or shields from detection, or attempts to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation;

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- iv. encourages or induces an alien to come to, enter, or reside in the United States, knowing or in reckless disregard of the fact that such coming to, entry, or residence is or will be in violation of law; or
  - v. (v)(I) engages in any conspiracy to commit any of the preceding acts, or
  - vi. (II) aids or abets the commission of any of the preceding acts, shall be punished as provided in subparagraph (B).
- (B) A person who violates subparagraph (A) shall, for each alien in respect to whom such a violation occurs—
- I. in the case of a violation of subparagraph (A)(i) or (v)(I) or in the case of a violation of subparagraph (A)(ii), (iii), or (iv) in which the offense was done for the purpose of commercial advantage or private financial gain, be fined under title 18, imprisoned not more than 10 years, or both;
  - II. in the case of a violation of subparagraph (A)(ii), (iii), (iv), or (v)(II), be fined under title 18, imprisoned not more than 5 years, or both;
  - III. in the case of a violation of subparagraph (A)(i), (ii), (iii), (iv), or (v) during and in relation to which the person causes serious bodily injury (as defined in **section 1365 of title 18**) to, or places in jeopardy the life of, any person, be fined under title 18, imprisoned not more than 20 years, or both; and
  - IV. in the case of a violation of subparagraph (A)(i), (ii), (iii), (iv), or (v) resulting in the death of any person, be punished by death or imprisoned for any term of years or for life, fined under title 18, or both.
- (C) It is not a violation of clauses (ii) or (iii) of subparagraph (A), or of clause (iv) of subparagraph (A) except where a person encourages or induces an alien to come to or enter the United States, for a religious denomination having a bona fide nonprofit, religious organization in the United States, or the agents or officers of such denomination or organization, to encourage, invite, call, allow, or enable an alien who is present in the United States to perform the vocation of a minister or missionary for the denomination or organization in the United States as a volunteer who is not compensated as an employee, notwithstanding the provision of room, board, travel, medical assistance, and other basic living expenses, provided the minister or missionary has been a member of the denomination for at least one year.

(2) Any person who, knowing or in reckless disregard of the fact that an alien has not received prior official authorization to come to, enter, or reside in the United States, brings to or attempts to bring to the United States in any manner whatsoever, such alien, regardless of any official action which may later be taken with respect to such alien shall, for each alien in respect to whom a violation of this paragraph occurs-

- (A) be fined in accordance with title 18 or imprisoned not more than one year, or both; or
- (B) in the case of-
  - (i) an offense committed with the intent or with reason to believe that the alien unlawfully brought into the United States will commit an offense against the United States or any State punishable by imprisonment for more than 1 year,
  - (ii) an offense done for the purpose of commercial advantage or private financial gain, or
  - (iii) an offense in which the alien is not upon arrival immediately brought and presented to an appropriate immigration officer at a designated port of entry,

be fined under title 18 and shall be imprisoned, in the case of a first or second violation of subparagraph (B)(iii), not more than 10 years, in the case of a first or second violation of

subparagraph (B)(i) or (B)(ii), not less than 3 nor more than 10 years, and for any other violation, not less than 5 nor more than 15 years.

(3)(A) Any person who, during any 12-month period, knowingly hires for employment at least 10 individuals with actual knowledge that the individuals are aliens described in subparagraph (B) shall be fined under title 18 or imprisoned for not more than 5 years, or both.

(B) An alien described in this subparagraph is an alien who-

- (i) is an unauthorized alien (as defined in section 1324a(h)(3) of this title), and
- (ii) has been brought into the United States in violation of this subsection.

(4) In the case of a person who has brought aliens into the United States in violation of this subsection, the sentence otherwise provided for may be increased by up to 10 years if-

- (A) the offense was part of an ongoing commercial organization or enterprise;
- (B) aliens were transported in groups of 10 or more; and
- (C)(i) aliens were transported in a manner that endangered their lives; or
- (ii) the aliens presented a life-threatening health risk to people in the United States.

## 8 U.S.C. § 1357(a)

### Powers of immigration officers and employees

(a) Any officer or employee of the Service authorized under regulations prescribed by the Attorney General shall have power without warrant—

- (1) to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States;
- (2) to arrest any alien who in his presence or view is entering or attempting to enter the United States in violation of any law or regulation made in pursuance of law regulating the admission, exclusion, expulsion, or removal of aliens, or to arrest any alien in the United States, if he has reason to believe that the alien so arrested is in the United States in violation of any such law or regulation and is likely to escape before a warrant can be obtained for his arrest, but the alien arrested shall be taken without unnecessary delay for examination before an officer of the Service having authority to examine aliens as to their right to enter or remain in the United States;
- (3) within a reasonable distance from any external boundary of the United States, to board and search for aliens any vessel within the territorial waters of the United States and any railway car, aircraft, conveyance, or vehicle, and within a distance of twenty-five miles from any such external boundary to have access to private lands, but not dwellings, for the purpose of patrolling the border to prevent the illegal entry of aliens into the United States;
- (4) to make arrests for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if he has reason to believe that the person so arrested is guilty of such felony and if there is likelihood of the person escaping before a warrant can be obtained for his arrest, but the person arrested shall be taken without unnecessary delay before the nearest available officer empowered to commit persons charged with offenses against the laws of the United States; and
- (5) to make arrests-
- (6) for any offense against the United States, if the offense is committed in the officer's or employee's presence, or

- (7) for any felony cognizable under the laws of the United States, if the officer or employee has reasonable grounds to believe that the person to be arrested has committed or is committing such a felony,
- (8) if the officer or employee is performing duties relating to the enforcement of the immigration laws at the time of the arrest and if there is a likelihood of the person escaping before a warrant can be obtained for his arrest.

Under regulations prescribed by the Attorney General, an officer or employee of the Service may carry a firearm and may execute and serve any order, warrant, subpoena, summons, or other process issued under the authority of the United States. The authority to make arrests under paragraph (5)(B) shall only be effective on and after the date on which the Attorney General publishes final regulations which (i) prescribe the categories of officers and employees of the Service who may use force (including deadly force) and the circumstances under which such force may be used, (ii) establish standards with respect to enforcement activities of the Service, (iii) require that any officer or employee of the Service is not authorized to make arrests under paragraph (5)(B) unless the officer or employee has received certification as having completed a training program which covers such arrests and standards described in clause (ii), and (iv) establish an expedited, internal review process for violations of such standards, which process is consistent with standard agency procedure regarding confidentiality of matters related to internal investigations.

#### **8 U.S.C. § 1366(1) & (3)**

##### **Annual report on criminal aliens**

Not later than 12 months after September 30, 1996, and annually thereafter, the Attorney General shall submit to the Committees on the Judiciary of the House of Representatives and of the Senate a report detailing—

- (1) the number of illegal aliens incarcerated in Federal and State prisons for having committed felonies, stating the number incarcerated for each type of offense;

\*\*\*

- (3) programs and plans underway in the Department of Justice to ensure the prompt removal from the United States of criminal aliens subject to removal;

\*\*\*

**Budget Request By Resource & Cost Category**

If this page is not applicable, check this box and click **Save**.

	1. Matching Funds		2. OCJS Funds	3. Total
	Cash	Inkind		
1. Personnel	\$18,750.00		\$56,250.00	\$75,000.00
2. Consultant/Contracts				\$0
3. Travel				\$0
4. Equipment				\$0
5. Supplies				\$0
6. Other Costs				\$0
7. Confidential Funds				\$0
8. Indirect Cost				\$0
9. Total Project Budget	\$18,750.00	\$0	\$56,250.00	\$75,000.00
OCJS decision				

Federal, State and Local Funding Sources-please provide information on funding that is received by your Agency that is relevant to this project applied for.

Include the source, amount received, and year funds were awarded.

The Warren County Drug Task Force receives funding as listed below to sustain five full-time positions as well as ongoing operating costs. Some amounts listed are approximate numbers and fluctuate somewhat annually.

\$142,000.00: Warren County Commissioners (approximate annual contribution).

\$100,000.00 - \$134,000.00: Various governmental entities within Warren County (approximate annual contribution).

\$153,000.00: Ohio HIDTA funding (approximate annual funding for facility rent and radio fees).

\$159,591.00: OCJS/DLEF Grant award (Approximate average award for salaries: Commander, Field Commander, Assistant Field Commander positions).

\$45,000.00: OCJS/JAG Grant award 2016 award to support salary: Drug Diversion detective.

Unknown yearly amount of fines, state and federal forfeiture monies received during 2017.

Do you have other funding resources not identified above?

Yes  No





Edward Byrne Memorial Justice Assistance Grant (JAG) 2018

2018-JG-A01-6252

Organization: Greater Warren County Drug Task Force

**Budget Request By Resource**

	<b>Amount</b>	<b>Percentage %</b>
OCJS Funds Requested:	\$56,250.00	75.00%
Cash Match:	\$18,750.00	25.00%
In-Kind Match:	\$0	0.00%
<b>Total Project Budget:</b>	<b>\$75,000.00</b>	<b>100.00%</b>

Identify the Source of Match: Source of match will be from Federal forfeiture and/or local funds.

Project Objectives

Please see the 2018 Request for Proposals for specific instructions about objectives.

**FIRST PROJECT OBJECTIVE**

OBJECTIVE

A critical component of this ongoing project involves a concentrated effort to conduct education and prevention events throughout our schools and our community. Our first objective for this project is to maintain a consistent number of presentations reaching as many people as possible to emphasize prescription drug abuse and diversion as well as the correlation between this and the abuse of heroin/fentanyl and other illegal drugs. Our efforts to prevent addiction must remain a priority.

PERFORMANCE INDICATOR

The performance indicator for this objective will be the average number of drug education events and the total number of attendees for the 2016 and 2017 school years.

BASELINE NUMBER

Drug education and prevention presentations during the 2015-2016 school year were recorded at 15 events with 1,477 attendees (citizens, teachers, students). During the 2016-2017 school year, 118 events were conducted reaching 10,274 attendees (citizens, teachers, students). The combined average of this data establishes baseline numbers for this project at 66 events/presentations with 5,875 attendees.

HOW WILL PERFORMANCE DATA BE COLLECTED?

Performance data for school presentations will be monitored and collected through the Warren County Educational Services Center. Data for other community events and public presentations will be collected using current in-house systems within drug task force. All data will also be reported to DISCO as required by OCJS on a weekly basis for immediate availability outside of our agency.

**SECOND PROJECT OBJECTIVE**

OBJECTIVE

Drug diversion crimes are the primary investigative focus of this project and a critical component of our overall efforts to reduce the availability of drugs of abuse within our jurisdiction. As such, our second objective for this project is to maintain a consistent number of prescription drug related investigations throughout the project period. This objective requires aggressive investigative efforts with special attention to prescription opioids.

PERFORMANCE INDICATOR

The performance indicator for this objective is the average number of prescription drug diversion cases investigated by this specialized detective during the previous two years.

BASELINE NUMBER

During 2016, this specialized detective investigated 64 cases involving prescription drug and diversion related crimes. Statistical data for 2017 indicated 97 cases investigated by this specialized position. The baseline number for this project period is 80 which is the average number of cases using 2016 and 2017 data.

HOW WILL PERFORMANCE DATA BE COLLECTED?

Performance data will be monitored and collected utilizing our current in-house records and case management systems. This data will also be reported to DISCO as required by OCJS on a weekly basis for immediate availability outside of our agency.

**THIRD PROJECT OBJECTIVE**

OBJECTIVE

PERFORMANCE INDICATOR

BASELINE NUMBER

HOW WILL PERFORMANCE DATA BE COLLECTED?

**FOURTH PROJECT OBJECTIVE**

01/23/2019 X UPDATED PER PRE-AWARD CONDITIONS - (54)

**Project Objectives**

**OBJECTIVE**

**PERFORMANCE INDICATOR**

**BASELINE NUMBER**

**HOW WILL PERFORMANCE DATA BE COLLECTED?**

**FIFTH PROJECT OBJECTIVE  
OBJECTIVE**

**PERFORMANCE INDICATOR**

**BASELINE NUMBER**

**HOW WILL PERFORMANCE DATA BE COLLECTED?**



# Entity Overview Details

DUNS: 784327608  
 CAGE: 4NQ49  
 Status: Active

406 JUSTICE DR  
 LEBANON, OH, 45036 - 2385  
 UNITED STATES

D&B Legal Business Name: WARREN, COUNTY OF  
 Doing Business as: OFFICE OF GRANTS ADMINISTRATION

## Core Data

### Business Information:

Business start date: 01/01/1991  
 Fiscal year end close date: 12/31  
 Company Division Name:  
 Company Division Number:  
 Corporate URL:  
 Congressional District: OH 01  
 Registration Date: 02/13/2007  
 Activation Date: 11/30/2018  
 Expiration Date: 11/30/2019  
 Renewal Date: 11/30/2018  
 MPIN: \*\*\*\*\*nco2

### Physical Address:

Address line 1: 406 JUSTICE DR  
 City: LEBANON  
 State: OH  
 ZIP/ Postal Code: 45036 - 2385  
 Country: UNITED STATES

### Mailing Address:

Address line 1: 406 JUSTICE DRIVE  
 City: LEBANON  
 State: OH  
 ZIP/ Postal Code: 45036 - 2385  
 Country: UNITED STATES

### Sensitive Information:

EIN: \*\*\*\*\*0058

### IRS Consent:

Tax payer name: WARREN COUNTY BOARD OF COMMISSIONERS  
 Address Line 1: 406 JUSTICE DR  
 Address Line 2:  
 City: LEBANON  
 State: OH  
 Country: UNITED STATES  
 Zip/Postal Code: 45036 -  
 Type of Tax: Applicable Federal Tax  
 Tax Year (Most Recent Tax Year): 2006  
 Name of individual executing consent: TIFFANY ZINDEL  
 Title of the individual executing consent: COUNTY ADMINISTRATOR  
 Signature: TIFFANY ZINDEL  
 TIN Consent Date: 11/30/2018

### CAGE/NCAGE Code:

CAGE : 4NQ49

## General Information

Country of Incorporation: null  
 State of Incorporation: null  
 Company Security Level:  
 Highest Employee Security Level:

### Business Types:

For more information on an entity's socio-economic status please see SBA's Dynamic Small Business Search.

- Entity Structure
  - U.S. Government Entity
- Entity Type
  - US Local Government
- Government Type
  - U.S. Local Government
  - County
- Other Governmental Entities
  - Transit Authority
  - Housing Authorities Public/Tribal
- Purpose of Registration
  - Federal Assistance Awards

SK



# Entity Overview Details

## Financial Information

Do you accept credit cards as a method of payment? No.  
 Department Code: Account Details:LCNB NATIONAL BANK - Checking  
 CAGE Code: 4NQ49  
 - New AccountElectronic Funds Transfer:  
 Account Type: Checking  
 Financial Institution: LCNB NATIONAL BANK  
 ABA Routing Number: \*\*\*\*\*5708  
 Account Number: \*\*\*8629  
 Lockbox Number:  
 Automated Clearing House (ACH):  
 ACH U.S. Phone: (513)932-1414  
 ACH Non-U.S. Phone:  
 ACH Fax:  
 ACH Email:  
 Remittance Address:  
 Remittance Name: WARREN COUNTY OFFICE OF GRANTS ADMINISTRATION  
 Address Line 1: 406 JUSTICE DRIVE  
 Address Line 2:  
 City: LEBANON  
 State: OH  
 Country: UNITED STATES  
 ZIP/Postal Code: 45036 - 2385

## Executive Compensation Questions

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

No

## Proceedings Questions

Is your business or organization, as represented by the DUNS Number on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

N

Does your business or organization, as represented by the DUNS number on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Within the last five years, had the business or organization (represented by the DUNS number on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results: No.

## Assertions

NAICS Codes Selected	Primary	Description
NAICS Code		
Product & Service Codes Selected		
PSC		Description

## Size metrics:

SA



## Entity Overview Details

World Wide:  
Total Receipts (3 year average):  
Average Number of Employees (12 Month Average):

Location (Optional):  
Annual Receipts (3 Year Average):  
Annual Receipts (3 Year Average):

**EDI Information:**  
Do you wish to enter EDI Information for your non-government entity?:No

**Disaster Response Information:**  
Do you wish to enter Disaster Relief Data for your entity?:No

### Point of Contacts:

#### Mandatory Point of Contact:

Accounts Receivable POC

Title:  
First Name: SUSANNE  
Middle Name:  
Last Name: MASON  
Email: masosu@co.warren.oh.us  
US Phone: (513)695-1210  
Extension:  
NON US Phone:  
Notes:

Electronic Business POC

Title: Ms  
First Name: Susanne  
Middle Name:  
Last Name: Mason  
Email: masosu@co.warren.oh.us  
US Phone: (513)695-1210  
Extension:  
NON US Phone:  
Notes:  
Address Line 1: 406 JUSTICE DRIVE  
Address Line 2:  
City: LEBANON  
State/Province: OH  
Country: UNITED STATES  
ZIP/Postal Code: 45036

Government Business POC

Title:  
First Name: Susanne  
Middle Name:  
Last Name: Mason  
Email: masosu@co.warren.oh.us  
US Phone: (513)695-1210  
Extension:  
NON US Phone:  
Notes:  
Address Line 1: 406 JUSTICE DRIVE  
Address Line 2:  
City: LEBANON  
State/Province: OH  
Country: UNITED STATES  
ZIP/Postal Code: 45036

#### Optional Point of Contact:

Past Performance POC

Title:  
First Name: SUSANNE  
Middle Name:  
Last Name: MASON  
Email: MASOSU@CO.WARREN.OH.US  
US Phone: (513)695-1210  
Extension:  
NON US Phone:  
Notes:  
Address Line 1: 406 JUSTICE DRIVE  
Address Line 2:  
City: LEBANON  
State/Province: OH  
Country: UNITED STATES  
ZIP/Postal Code: 45036

SK



## Entity Overview Details

### Past Performance Alternate POC

Title:  
First Name: VICKI  
Middle Name:  
Last Name: PERRY  
Email: perrvs@co.warren.oh.us  
US Phone: (513)695-1323  
Extension:  
NON US Phone:  
Notes:  
Address Line 1: 406 JUSTICE DRIVE  
Address Line 2:  
City: LEBANON  
State/Province: OH  
Country: UNITED STATES  
ZIP/Postal Code: 45036

### Electronic Business Alternate POC

Title:  
First Name: SUSANNE  
Middle Name:  
Last Name: MASON  
Email: MASOSU@CO.WARREN.OH.US  
US Phone: (513)695-1210  
Extension:  
NON US Phone:  
Notes:  
Address Line 1: 406 JUSTICE DRIVE  
Address Line 2:  
City: LEBANON  
State/Province: OH  
Country: UNITED STATES  
ZIP/Postal Code: 45036

### Government Business Alternate POC

Title:  
First Name: SUSANNE  
Middle Name:  
Last Name: MASON  
Email: MASOSU@CO.WARREN.OH.US  
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PROJECT NUMBER 2018-MU-BX-0183

AWARD DATE 10/01/2018

*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 certifications or assurances 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.

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 a certification or assurance 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 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 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 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 2018 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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PROJECT NUMBER 2018-MU-BX-0183

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*SPECIAL CONDITIONS*

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 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, 2016, 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, 2016, 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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*SPECIAL CONDITIONS*

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).

9. 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.

10. 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.

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*SPECIAL CONDITIONS*

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

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, \$150,000). 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 \$150,000)), and are incorporated by reference here.

12. 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.

13. 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").

14. 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.

15. 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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*SPECIAL CONDITIONS*

16. 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.

17. 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.

18. 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.

19. 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."

20. 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, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

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 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 the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," 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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21. 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.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

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, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.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.

23. 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) 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 (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

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



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24. 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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25. 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.

26. 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.

27. 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](mailto: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.

28. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

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29. 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).

30. 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.

31. 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.

32. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](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, or provide detailed justification for why an alternative approach is recommended.

33. 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, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

34. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

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35. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

36. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

37. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

38. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

39. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

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40. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

41. Certification of Compliance with 8 U.S.C. 1373 and 1644 (within the funded "program or activity") required for valid award acceptance by a "State"

In order validly to accept this award, the prospective recipient must submit the required "State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. 1373 and 1644" (executed by the chief legal officer of the State). Unless that executed certification either-- (1) is submitted to OJP together with the fully-executed award document, or (2) is uploaded in OJP's GMS no later than the day the signed award document is submitted to OJP, any submission by a State that purports to accept the award is invalid.

If an initial award-acceptance submission by the recipient is invalid, once the State does submit the necessary certification regarding 8 U.S.C. 1373 and 1644, the State may submit a fully-executed award document executed by the State on or after the date of that certification.



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42. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. Certifications from subrecipients. The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Also, the recipient must require that no subrecipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.

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

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. 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) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

5. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

**IMPORTANT NOTE:** Any questions about the meaning or scope of this condition should be directed to OJP, before



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award acceptance.

43. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement (8 U.S.C. 1373 and 1644); unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition are incorporated by reference as though set forth here in full.



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44. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

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 (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

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45. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

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 (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that--

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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46. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

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 (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

- A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

- C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be





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detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

D. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

47. Requirement to collect certain information from subrecipients

The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with regular document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

48. "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](mailto: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.

49. Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.



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50. 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>, 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.

51. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. 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 trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (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.



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52. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

53. Certification of body armor "mandatory wear" policies

The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

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

Ballistic-resistant and stab-resistant body armor purchased with JAG 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>.

55. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

56. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

57. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

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58. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2017

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 (October 1, 2017), 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.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

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 in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

59. 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.

60. Three percent set-aside for NIBRS compliance

The recipient must ensure that at least 3 percent of the total amount of this award is dedicated to achieving full compliance with the FBI's National Incident-Based Reporting System (NIBRS), unless the FBI has certified that the recipient state is already NIBRS compliant, and evidence of this has been submitted to and approved by BJA. The recipient will be required by BJA to make revisions to budgets that do not clearly indicate what projects will be supported by this 3 percent set-aside, unless the evidence of NIBRS compliance has been submitted to and approved by BJA. (This condition does not apply to awards to the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, Guam, or American Samoa).



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61. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.

62. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

63. 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.

64. Withholding - DHS question attachment

The recipient may not obligate, expend or draw down funds until the Office of Justice Programs has received and approved the required application attachment(s) described in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)," and has issued a Grant Adjustment Notice (GAN) releasing this special condition.



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65. Withholding of funds: Certification with respect to federal taxes

The recipient may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the recipient-- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until a Grant Adjustment Notice (GAN) has been issued to remove this condition.

The certification must be dated, and must indicate the full name and title of the signer, as well as the full legal name of the recipient.

66. Withholding of funds: Budget narrative or information

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

# Resolution

Number 19-0159

Adopted Date February 05, 2019

ENTER INTO A NEW STREETS AND APPURTENANCES SECURITY AGREEMENT WITH SAWYER'S MILL PROJECT 1, LLC FOR SAWYER'S MILL, SECTION ONE (CINCINNATI-DAYTON ROAD/DIXIE HIGHWAY IMPROVEMENTS), IN FRANKLIN TOWNSHIP, REPLACING THE CURRENT STREET AND APPURTENANCES SECURITY AGREEMENT #05-069(P)

WHEREAS, pursuant to Resolution #05-2089 adopted December 27, 2005, this Board entered into a security agreement with developer RC Communities, LLC, for the installation and maintenance of certain Cincinnati-Dayton Road/Dixie Highway improvements for Sawyer's Mill, Section One in the amount of \$216,868.72; and

WHEREAS, Sawyer's Mill Project 1, LLC, an Ohio corporation, is now the owner of record, as recorded by Deed on December 27, 2018, Document #2018-036872, and desires to provide a Surety Bond with a new Surety Company for the installation and maintenance of certain Cincinnati-Dayton Road/Dixie Highway improvements for Sawyer's Mill, Section One; and

WHEREAS, the Warren County Engineer's Office recommends entering into a new security agreement for the installation and maintenance of certain Cincinnati-Dayton Road/Dixie Highway improvements for Sawyer's Mill, Section One; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following streets and appurtenances security agreement:

## SECURITY AGREEMENT

Bond Number	:	19-002 (P)
Development	:	Sawyer's Mill, Section One (Cincinnati-Dayton Road/Dixie Highway Improv.)
Developer	:	Sawyer's Mill Project 1, LLC
Township	:	Franklin
Amount	:	\$216,868.72
Surety Company	:	International Fidelity Ins. Co. (#0744797)

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

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

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Sawyers Mill Project 1, LLC, 10100 Innovation Dr, Ste 410, Dayton, OH 45342  
International Fidelity Ins. Co., One Easton Oval, Ste 388, Columbus, OH 43219  
Engineer (file)  
Bond Agreement file

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

**STREETS AND APPURTENANCES**

Bond No. 0744797

Security Agreement No.

19-002(P)

This Agreement made and concluded at Lebanon, Ohio, by and between Sawyers Mill Project I, LLC  
\_\_\_\_\_ (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
International Fidelity Insurance Company \_\_\_\_\_ (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Sawyer's Mill (Cincinnati-Dayton  
Road Improvements) Subdivision, Section/Phase One (3) (hereinafter the "Subdivision") situated in  
Franklin \_\_\_\_\_ (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$166,822.09 \_\_\_\_\_,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$166,822.09 \_\_\_\_\_; and,

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

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of \$216,868.72 \_\_\_\_\_ to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County subdivision  
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is  
inserted herein, the **minimum performance security** shall be twenty percent (20%) of the  
total cost of the Improvements.



2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$33,364.42 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

Sawyers Mill Project I, LLC  
10100 Innovation Drive  
Suite 410  
Dayton, OH 45342  
Ph. ( 937 ) 291 - 1233

D. To the Surety:

International Fidelity Insurance Company

One Easton Oval

Suite 388

Columbus, OH 43219

Ph. ( 614 ) 882 - 6677

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

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

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

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

       **Original Escrow Letter** (attached)

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

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

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

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

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

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

**DEVELOPER:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.  
Sawyers Mill Project I, LLC

SIGNATURE: *Mark E. Brady*  
 PRINTED NAME: Mark E. Brady  
 TITLE: \_\_\_\_\_  
 DATE: 1/28/19

**SURETY:**

Pursuant to an instrument authorizing the undersigned to execute this agreement.  
International Fidelity Insurance Company


SIGNATURE: *Amy M. Perdue*  
 PRINTED NAME: Amy M. Perdue  
 TITLE: Attorney-In-Fact  
 DATE: January 24, 2019

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

Sawyer's Mill Project I, LLC an Ohio limited liability company  
 By: EBS Residential Development Fund II, LLC, an Ohio limited liability company, its sole owner  
 By: Eubel Brady & Suttman Asset Management, Inc., a Delaware corporation, its Manager  
 By: Mark E. Brady or Ronald L. Eubel, its Co-CIO

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-0159, dated 2/15/19.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

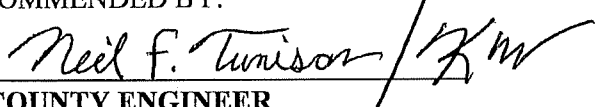
SIGNATURE: 

PRINTED NAME: Shannen Jones

TITLE: President

DATE: 2/15/19

RECOMMENDED BY:

By:   
COUNTY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

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

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

STEPHANIE M. WHITE, AMY M. PERDUE, JACK KEHL, GREGORY R. OVERMYER

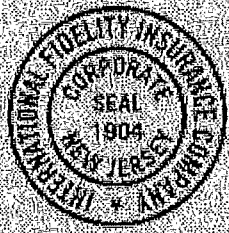
Columbus, OH

their true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015:

"RESOLVED" that (1) the Chief Executive Officer, President, Executive Vice President, Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke, the appointments of Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2016.



STATE OF NEW JERSEY  
County of Essex

George R. James  
Executive Vice President (International Fidelity Insurance Company) and Vice President (Allegheny Casualty Company)



On this 31st day of December 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies;

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 24th day of January 2019

MARIA BRANCO, Assistant Secretary

**INTERNATIONAL FIDELITY INSURANCE COMPANY**  
 ONE NEWARK CENTER, 20<sup>TH</sup> FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2017

<u>ASSETS</u>	
Bonds (Amortized Value) . . . . .	\$129,146,944
Common Stocks (Market Value) . . . . .	35,217,707
Mortgage Loans on Real Estate . . . . .	354,803
Cash, Bank Deposits & Short Term Investments . . . . .	19,878,873
Unpaid Premiums & Assumed Balances . . . . .	9,751,860
Reinsurance Recoverable from Reinsurers . . . . .	(115,529)
Electronic Data Processing Equipment . . . . .	138,265
Investment Income Due and Accrued . . . . .	918,427
Net Deferred Tax Assets . . . . .	2,545,704
Receivables from Parent, Subsidiaries & Affiliates . . . . .	37,109
Other Assets . . . . .	<u>21,934,273</u>
<b>TOTAL ASSETS . . . . .</b>	<b><u>\$219,808,436</u></b>
<u>LIABILITIES, SURPLUS &amp; OTHER FUNDS</u>	
Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses) . . . . .	\$5,279,222
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses . . . . .	1,078,655
Loss Adjustment Expenses . . . . .	3,559,438
Commissions Payable, Contingent Commissions & Other Similar Charges . . . . .	1,386,906
Other Expenses (Excluding Taxes, Licenses and Fees) . . . . .	6,393,991
Taxes, Licenses & Fees (Excluding Federal Income Tax) . . . . .	282,722
Current Federal and Foreign Income Taxes . . . . .	58,761
Unearned Premiums . . . . .	36,204,847
Dividends Declared & Unpaid: Policyholders & Stockholders . . . . .	1,294,389
Ceded Reinsurance Premiums Payable . . . . .	2,089,984
Funds Held by Company under Reinsurance Treaties . . . . .	1,031
Amounts Withheld by Company for Account of Others . . . . .	60,144,796
Provision for Reinsurance . . . . .	72,386
Payable to Parent, Subsidiaries and Affiliates . . . . .	57,862
Other Liabilities . . . . .	<u>7,654,547</u>
<b>TOTAL LIABILITIES . . . . .</b>	<b><u>\$125,559,537</u></b>
Common Capital Stock . . . . .	\$1,500,000
Gross Paid-in & Contributed Surplus . . . . .	374,600
Surplus Notes . . . . .	16,000,000
Unassigned Funds (Surplus) . . . . .	76,879,289
Less: Treasury Stock at cost (21,904 shares common) (value incl. \$45.) . . . . .	<u>504,990</u>
Surplus as Regards Policyholders . . . . .	<u>\$94,248,899</u>
<b>TOTAL LIABILITIES, SURPLUS &amp; OTHER FUNDS . . . . .</b>	<b><u>\$219,808,436</u></b>

I, Francis L. Mitterhoff, President of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2017, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 23<sup>rd</sup> day of February, 2018.  
 INTERNATIONAL FIDELITY INSURANCE COMPANY



**TITLE AFFIDAVIT REGARDING MERGER OF RC COMMUNITIES, LLC**

25  
2/2

STATE OF OHIO )  
 )SS:  
COUNTY OF LUCAS )

Before me, the undersigned authority, personally appeared Richard L. Arnos, the President of the Manager of **RC COMMUNITIES, LLC** ("Company"), who being by me first duly sworn on oath, deposes and says that:

1. RC Communities, LLC, an Ohio limited liability company, is the owner of certain real estate located in Warren County, State of Ohio, more specifically described on Exhibit "A" attached hereto (and made a part hereof with a parcel identification number (Sidwell number) of See Exhibit "A")

2. On December 4, 2008, Company merged into its sole member, Republic Investment, LLC, an Ohio limited liability company, and changed its name to **SAWYER'S MILL, LLC**.

3. Attached hereto as Exhibit "B" is an accurate and correct copy of the Certificate of Merger identifying such change.

4. This Affidavit is provided to maintain the accuracy of the name of the Company as the record owner of the Real Estate to be recorded in the Recorder's Office of Warren County, Ohio, and to induce the keeper of real estate and tax records to correct the name of the Company as the owner of the Real Estate by changing such records from RC Communities, LLC to Sawyer's Mill, LLC.

Further, your Affiant sayeth not.

SAWYER'S MILL, LLC  
Formerly known as RC Communities, LLC  
By: Republic Development, LLC,  
Managing Member

By: Richard L. Arnos  
Richard L. Arnos, President

STATE OF OHIO )  
 ) SS:  
COUNTY OF LUCAS )

Subscribed and sworn to before me, a Notary Public in and for said county and state, this 5<sup>th</sup> day of December, 2008.



MARGARET A. RANSFORD  
Notary Public, State of Ohio  
Residing in Lucas County  
My Commission Expires 8-12-2012

Margaret A. Ransford  
Notary Public

Printed \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

My County of Residence:  
\_\_\_\_\_

This instrument prepared by: Glenn T. Troyer, Krieg DeVault, One Indiana Square,  
Suite 2800, Indianapolis, Indiana 46204

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**BOOK 4774 PAGE 974**

WARREN COUNTY

715735

PAGE 2 OF 25

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0160

Adopted Date February 05, 2019

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR RC COMMUNITIES, LLC FOR COMPLETION OF IMPROVEMENTS FOR SAWYER'S MILL, SECTION ONE (CINCINNATI-DAYTON ROAD IMPROVEMENTS), SITUATED IN FRANKLIN TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to release the following bond for streets and appurtenances agreement which will be replaced by Bond #19-002 (P):

### BOND AND SECURITY AGREEMENT RELEASE

Bond Number	:	05-069 (P)
Development	:	Sawyer's Mill, Section One (Cincinnati-Dayton Road Improv.)
Developer	:	RC Communities, LLC
Township	:	Franklin
Amount	:	\$216,868.72
Surety Company	:	Bond Safeguard Ins. Co. (#5020347)

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

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

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RC Communities, LLC, 3150 Republic Blvd., N., Suite 3, Toledo, OH 43615  
Bond Safeguard Ins. Co, 900 S. Frontage Road, Ste 250, Woodridge, IL 60517  
Engineer (file)  
Bond Agreement file

# Resolution

Number 19-0161

Adopted Date February 05, 2019

ACCEPT AN AMENDED CERTIFICATE, APPROVE A CASH ADVANCE AND APPROVE A SUPPLEMENTAL APPROPRIATION FOR THE EDWARDSVILLE ROAD BRIDGE REPLACEMENT #196-1.01 PROJECT

WHEREAS, in order for the Warren County Engineer's Office to be able to encumber funds for the Edwardsville Road Bridge #196-1.01 Replacement Project, an amended certificate needs to be accepted and a supplemental appropriation and a cash advance; and

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate from the Budget Commission in the amount of \$11,438.00 for the Edwardsville Road Bridge #196-1.01 Replacement Project; and

BE IT FURTHER RESOLVED, to approve the following cash advance and supplemental appropriation for the Engineer's Fund #432 for Edwardsville Road Bridge #196-1.01 Replacement Project; and

## Cash Advance

\$73,438.00 from 2202-45556 (Advances of Cash Out)  
into 4432-45555 (Cash Advance In)

## Supplemental Appropriation

\$11,438.00 into 44323130-5320 (Edwardsville Road Bridge #196-1.01 Replacement Project)

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

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

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Amended Certificate file  
Supplemental App. file  
Cash Advance file  
Engineer (file)

## AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, January 30, 2019

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2019, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Capital Project	Jan. 1st, 2019	Taxes	Other Sources	Total
Edwardsville Rd Bridge	\$0.00	\$0.00	\$73,438.00	\$73,438.00
Fund 4432				
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$73,438.00</b>	<b>\$73,438.00</b>

*Matt Nolan* )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ ) Budget  
 \_\_\_\_\_ ) Commission

AMEND 19 04  
 Fund 4432-49000 +11,438.00

# Resolution

Number 19-0162

Adopted Date February 05, 2019

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO CHILD SUPPORT ENFORCEMENT AGENCY FUND #2263

WHEREAS, the Child Support Enforcement Agency has submitted a request to this Board to transfer the first quarter of their 2019 local share to their Fund #2263; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #11011112 to the Child Support Enforcement Agency Fund #2263:

\$73,500.00	from	#11011112-5748	(Commissioners Transfers - CSEA)
	into	#2263 49000	(CSEA - County Share)

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

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

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Operational Transfer file  
CSEA (file)  
OMB

# Resolution

Number 19-0163

Adopted Date February 05, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO CLERK OF COURTS  
CERTIFICATE OF TITLE ADMINISTRATION FUND #2250

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 1,566.90 into #22501260-5882 (Accum. Vacation - Payout)

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

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

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Clerk of Courts (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0164

Adopted Date February 05, 2019

APPROVE SUPPLEMENTAL APPROPRIATION ADJUSTMENT INTO SHERIFF'S  
OFFICE FUND #2267

BE IT RESOLVED, to approve the following supplemental appropriation:

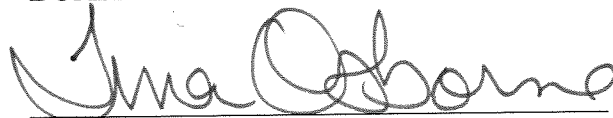
\$5,000.00 into 22672200 5320 (Capital Purchases)

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

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

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Sheriff (file)  
OMB



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0165

Adopted Date February 05, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMUNITY BASED  
CORRECTIONS PROB IMPROVEMENT & INCENTIVE FUND #22891225

BE IT RESOLVED, to approve the following supplemental appropriation:

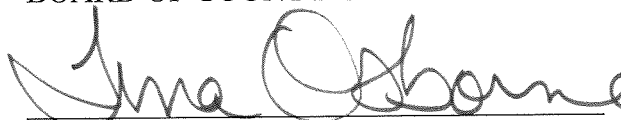
\$ 5,000.00 into #2289 1225-5850 (Training Education)

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

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

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 19-0166

Adopted Date February 05, 2019

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 leave payout for Brittany Justice former employee of Facilities Management:

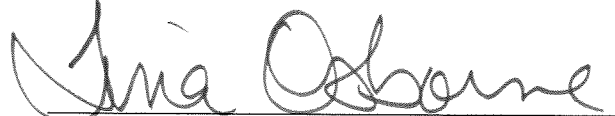
\$496.00        from    #11011110-5882        (Commissioners - Vacation Leave Payout)  
                  into    #11011600-5882        (Facilities Management - Vacation Leave Payout)

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

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

Resolution adopted this 5<sup>th</sup> day of February 2019.

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 19-0167

Adopted Date February 05, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT  
#11011600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$3,000.00      from    #11011600-5210      (Material & Supplies)  
                         into    #11011600-5855      (Clothing)

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

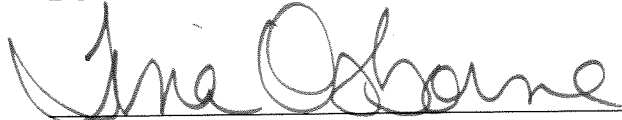
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor              
Appropriation Adj. file  
Facilities Management (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0168

Adopted Date February 5, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE CLERK OF COURT'S  
CERTIFICATE OF TITLE ADMINISTRATION FUND #2250

BE IT RESOLVED, to approve the following appropriation adjustment:


\$945.00      from #22501260 5830      (Workers Compensation)  
                 into #22501260 5850      (Training/Education)

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

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

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor              
Appropriation Adj. file  
Clerk of Courts (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0169

Adopted Date February 05, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #2267

BE IT RESOLVED, to approve the following appropriation adjustment:

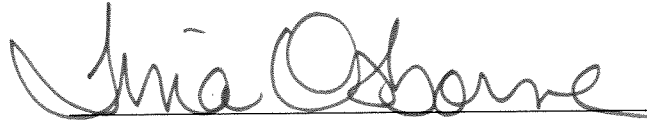
\$15,000.00	from	22672200 5317	(Non Capital Purchases)
	into	22672200 5320	(Capital Purchases)

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

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

Resolution adopted this 5<sup>th</sup> day of February 2019.

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 19-0170

Adopted Date February 05, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND  
#2273

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

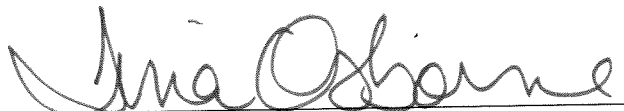
\$3.00	from	#22735100-5102	(Regular Salaries)
	into	#22735100-5882	(Accum. Vacation Payout)

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

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

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

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

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

# Resolution

Number 19-0171

Adopted Date February 05, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND  
NO. 55103209

WHEREAS, the Water and Sewer Department incurs costs for other expenses; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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

\$10,000.00	from	55103209 5400	(Purchased Services
	into	55103209 5910	(Other Expenses)

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

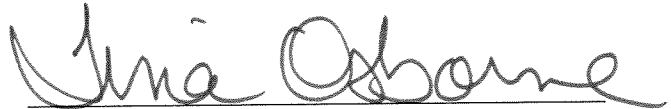
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

las

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

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0172

Adopted Date February 05, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE FUND 2202

BE IT RESOLVED, to approve the following appropriation adjustment:

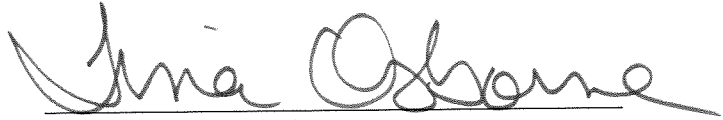
\$ 5,500.00 from 22023110-5317 (Non Capital Purchase)  
into 22023110-5318 (Data Bd Approv, Non Cap Purchase)

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

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

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Engineer (file)



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0173

Adopted Date February 05, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE FUND 5590

BE IT RESOLVED, to approve the following appropriation adjustment:


\$3,300.00      from    55903090-5317      (Non Capital Purchase)  
                         into    55903090-5318      (Data Bd Approv, Non Cap Purchase)

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

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

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc:    Auditor   
         Appropriation Adj. file  
         Engineer (file)

# Resolution

Number 19-0174

Adopted Date February 05, 2019

AUTHORIZING PARTICIPATION IN A SUBLEASE-PURCHASE ARRANGEMENT WITH THE OHIO SECRETARY OF STATE FOR THE PURPOSE OF ACQUIRING AND IMPLEMENTING VOTING MACHINES AND EQUIPMENT AND FINANCING CERTAIN COSTS THEREOF, A SUBLEASE-PURCHASE AGREEMENT EVIDENCING SUCH ARRANGEMENT, AND MATTERS RELATED THERETO

WHEREAS, pursuant to Amended Substitute Senate Bill 135 of the 132nd Ohio General Assembly (as the same may be amended, modified, revised, supplemented or superseded from time to time, the "Act") and the financing program authorized thereunder (the "SoS Financing Program"), the Secretary of State of the State of the Ohio (the "Sublessor") is providing financing to Ohio counties for the acquisition of voting systems, including, but not limited to, voting machines, marking devices, automatic tabulating equipment, and direct record electronic voting machines, as defined in Ohio Revised Code ("ORC") Section 3506.01, together with associated allowable expenditures, as defined in the Act; and

WHEREAS, in accordance with ORC Section 3506.02, it has been determined that the equipment used by the citizens of the County of Warren, Ohio (the "Sublessee") to vote in federal, state and local elections shall be changed to that equipment described in the Proposal of Clear Ballot Group (the "Vendor") dated January 22, 2019 (the "Proposal"); and

WHEREAS, the Vendor has submitted a draft contract for the implementation of the Proposal to the Sublessee (the "Project Contract"), and the Sublessor has reviewed and approved the Project Contract (as it relates to the SoS Financing Program) and the Project Equipment (as hereinafter defined); and

WHEREAS, the Proposal requires the Sublessee to acquire certain voting machines and equipment (the "Project Equipment") and pay certain costs related to implementing the Proposal (along with the acquisition of the Project Equipment, the "Project") and this Board of County Commissioners of the Sublessee (the "Legislative Authority") desires to accept the Proposal, enter into the Project Contract, undertake the Project, and finance a portion of the cost of the Project by utilizing the provisions of the SoS Financing Program;

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

SECTION 1. It is hereby determined to be necessary, desirable and expedient, and in the best interests of the Sublessee and its citizens, for the Sublessee (i) to accept the Proposal, (ii) enter into the Project Contract, (iii) acquire the Project Equipment, and (iv) finance a portion of the costs of the Project Equipment (the "State-Financed Equipment") and other costs of the Project by participating in the SoS Financing Program.

SECTION 2. The Sublessee's participation in the SoS Financing Program shall be evidenced by a Sublease-Purchase Agreement between the Sublessor and the Sublessee (together with all exhibits and appendices thereto, the "Sublease"). At least two members of the Legislative Authority

and the Sublessee's County Auditor (collectively, the "County Signers") are hereby separately and individually authorized, alone or with others, to execute and deliver the Sublease on behalf of the Sublessee in substantially the form presently on file with the Legislative Authority, which is hereby approved, with such changes not substantially adverse to the Sublessee as the County Signers may approve; the approval of such changes and that the same are not substantially adverse to the Sublessee shall be conclusively evidenced by the execution of the Sublease by the County Signers.

SECTION 3. All of the obligations of the Sublessee set forth and covenants made by the Sublessee under the Sublease are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Sublessee within the meaning of ORC Section 2731.01 et seq.

SECTION 4. Pursuant to the SoS Financing Program, the Sublessee shall not be required to make any scheduled payments towards the purchase of the State-Financed Equipment to the Sublessor or any other entity.

SECTION 5. The County Signers and other appropriate officers of the Sublessee, or any of them, are hereby separately and individually authorized and directed to (i) make the necessary arrangements with the Sublessor to establish the date, location, procedure and conditions for executing and delivering the Sublease, and delivering the Sublease to, the Sublessor, and (ii) give all appropriate notices and execute and deliver, on behalf of the Sublessee, such additional instruments, documents, agreements, certificates, and other papers as may be in their discretion necessary or appropriate in order to carry out, give effect to and consummate the transaction contemplated thereby in such forms as the official executing the same may approve, and to take all other steps necessary or appropriate to effect the due execution, delivery and performance of the Sublease pursuant to the provisions of this resolution. The Clerk of the Board of County Commissioners shall furnish to the Sublessor a true transcript of proceedings pertaining to the Sublease containing such information from the records of the Sublessee as is necessary to evidence or determine the regularity and validity of the authorization, execution and delivery of the Sublease. Each of the County Signers is hereby separately and individually designated to act as the authorized representative of the Sublessee for purposes of the Sublease until such time as the Legislative Authority shall designate any other or different authorized representatives for such purpose.

SECTION 6. The Sublease shall constitute a special obligation of the Sublessee. Nothing in the Sublease or any agreements or documents relating thereto shall constitute or be construed or deemed to constitute a debt, bonded indebtedness or a general obligation of the Sublessee. Neither the taxing power nor the full faith and credit of the Sublessee are pledged or shall be pledged for the payment or security of the Sublease, or any other related agreement or document.

SECTION 7. The Legislative Authority acknowledges that the Sublessor has obtained funds for the SoS Financing Program by utilizing a sublease-purchase / certificates of participation arrangement, and that the interest component of the Sublessor's lease payments thereunder is intended to be exempt from federal income taxation under the Internal Revenue Code of 1986, as amended and the regulations prescribed thereunder (the "Code"). The Legislative Authority hereby covenants that it will restrict the use of the State-Financed Equipment in such manner and to such extent, if any, as may be necessary after taking into account reasonable expectations at

the time the Sublease is entered into, so that the interest portion of such lease payments by the Sublessor will not be subject to federal income taxation under the Code. Any County Signer or any other officer having responsibility with respect to the execution and delivery of the Sublease is authorized and directed to give an appropriate certificate on behalf of the Sublessee on the date of delivery of the Sublease, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the State-Financed Equipment and other matters under the Code.

SECTION 8. It is hereby determined that the terms of the Sublease and this resolution are in compliance with all legal requirements. If any section, paragraph, clause or provision of this resolution or the Sublease shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any remaining provisions of this resolution or the Sublease, respectively. Any provisions of any ordinance or resolution inconsistent with this resolution are hereby repealed, but only to the extent of such inconsistency; this provision shall not be construed as reviving any ordinance or resolution or any part thereof.

SECTION 9. It is found and determined that all formal actions of the Legislative Authority concerning and relating to the adoption of this resolution were adopted in an open meeting of the Legislative Authority, and that all deliberations of the Legislative Authority and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including ORC Section 121.22.

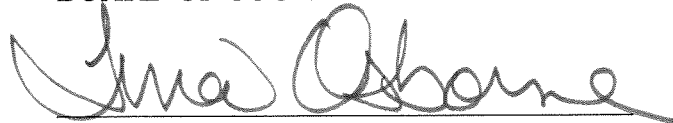
SECTION 10. This resolution shall take effect and be in force upon its adoption.

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

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

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in black ink, appearing to read "Tina Osborne", written over a horizontal line.

Tina Osborne, Clerk

cc: C/A—Ohio Secretary of State  
Board of Elections (file)

## SUBLEASE-PURCHASE AGREEMENT

This Sublease-Purchase Agreement (as the same may be amended and supplemented in accordance with its terms, the "Sublease Agreement") is dated February 5, 2019 [Agreement Date], and entered into between the Secretary of State of the State of Ohio (the "Sublessor") and the County of Warren, Ohio (the "Sublessee") under the following circumstances:

A. Pursuant to Amended Substitute Senate Bill 135 of the 132nd Ohio General Assembly (as the same may be amended, modified, revised, supplemented or superseded from time to time, the "Act") and the financing program authorized thereunder (the "SoS Financing Program"), the Sublessor is providing financing to Ohio counties for the acquisition of voting systems, including, but not limited to, voting machines, marking devices, automatic tabulating equipment, and direct record electronic voting machines, as defined in Ohio Revised Code ("ORC") Section 3506.01, together with associated allowable expenditures, as defined in the Act.

B. In accordance with ORC Section 3506.02, it has been determined that the equipment used by the citizens of the Sublessee to vote in federal, state and local elections shall be changed to that equipment described in the Proposal of Clear Ballot Group (the "Vendor") dated January 22, 2019 (the "Proposal").

C. The Proposal requires the Sublessee to acquire certain voting machines and equipment (the "Project Equipment") and pay certain costs related to implementing the Proposal (along with the acquisition of the Project Equipment, the "Project"), and the Sublessee has determined to accept the Proposal and undertake the Project.

D. The Vendor has submitted a draft contract for the implementation of the Proposal to the Sublessee (the "Project Contract"), and the Sublessor has reviewed and approved the Project Contract (as it relates to the SoS Financing Program) and the Project Equipment.

E. The Sublessee has determined to finance a portion of the cost of the Project, including a portion of the Project Equipment described in Exhibit A hereto (the "State-Financed Equipment"), by utilizing the provisions of the SoS Financing Program upon the terms set forth in this Sublease Agreement, and the Sublessor has agreed to make the sum of \$[Amount of State Contribution] (the "State Contribution") available for such purpose.

F. The Sublessee's Board of County Commissioners (the "Legislative Authority") has authorized this Sublease Agreement by a resolution adopted February 5, 2019 (the "Authorizing Resolution").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Sublessor and the Sublessee, acting through the Legislative Authority, hereby represent, warrant and covenant as follows:

1. **TERM OF AGREEMENT.** This Sublease Agreement shall be effective as of January 22, 2019 agreement date (the "Commencement Date"). The term of this Sublease Agreement for the purposes of payments shall commence as of the Commencement Date, and shall

continue until the date the Sublessee receives the notice of the State COPs Termination, as defined in Paragraph 7 hereof (the "Agreement Term").

2. **PROJECT CONTRACT.** The Sublessee shall enter into the Project Contract contemporaneously with the execution and delivery of this Sublease Agreement and perform all of its obligations thereunder in the manner and at the times set forth therein. Promptly upon the execution and delivery of this Sublease Agreement by the Sublessor and the Sublessee, the Sublessee, acting through its Board of Elections, shall diligently and expeditiously proceed to acquire the Project Equipment and implement the Project in accordance with the Project Contract. The State-Financed Equipment shall be located as described in Exhibit A hereto. The Sublessor shall pay, or cause to be paid, the State Contribution, and the Sublessee shall pay all costs of the Project in excess of the State Contribution and for any costs not payable under the SoS Financing Program, in accordance with the Project Contract and the SoS Financing Program, and the Sublessee and the Sublessor shall coordinate their respective payments under the Project Contract with the Vendor so that such payments conform to the requirements of the Project Contract and the SoS Financing Program.

3. **USE OF THE STATE-FINANCED EQUIPMENT.** The Sublessee represents that all of the State-Financed Equipment that it will acquire in accordance with this Sublease Agreement will constitute a "voting system" within the meaning of the Act.

4. **TRANSFER OF TITLE TO THE SUBLESSOR.** Upon the delivery of the State-Financed Equipment to the Sublessee, all of the Sublessee's right, title and interest to and in the State-Financed Equipment shall be immediately transferred to the Sublessor without any further action on the part of the Sublessee. The Sublessee shall deliver to the Sublessor all documents which are or may be necessary to vest all of the Sublessee's right, title and interest in and to the State Financed Equipment in the Sublessor, and will release or cause to be released all liens and encumbrances with respect to the State-Financed Equipment.

5. **LEASE.** The Sublessee hereby leases from the Sublessor, for eventual acquisition and ownership, and the Sublessor hereby leases to the Sublessee, for eventual transfer of ownership to the Sublessee, all the State-Financed Equipment, in accordance with the provisions of this Sublease Agreement, to have and to hold for the Agreement Term.

6. **LEASE PAYMENTS.** Pursuant to the SoS Financing Program, the Sublessee shall not be required to make any scheduled payments towards the purchase of the State-Financed Equipment to the Sublessor or any other entity.

7. **PURCHASE AND CONVEYANCE.** The Sublessee shall not have the option to purchase the State-Financed Equipment prior to the end of the Agreement Term. The Sublessor has obtained funds for the SoS Financing Program by utilizing a lease-purchase / certificates of participation arrangement (the "State COPs Financing"), which by its terms, prevents the Sublessor from conveying title to the State-Financed Equipment to the Sublessee until all of the Sublessor's obligations under the State COPs Financing relating to the State-Finance Equipment have been provided for. Upon such event (the "State COPs Termination"), the Sublessor shall so notify the Sublessee and upon receipt of such notice, (i) the Sublessee shall be deemed to have purchased and acquired all of the State-Financed Equipment, (ii) title to the State-Financed

Equipment, and all rights in the State-Financed Equipment granted by the Sublessee to the Sublessor under this Sublease Agreement, shall vest in the Sublessee, without any further action on the part of the Sublessor, and (iii) the Sublessor will deliver to the Sublessee all documents which are or may be necessary to vest all of the Sublessor's right, title and interest in and to the Equipment in the Sublessee, and will release all liens and encumbrances created under this Sublease Agreement with respect to the State-Financed Equipment.

8. **CARE AND USE.** The Sublessee (i) solely at its own cost and expense, shall maintain the Project in good operating order and condition, repair and appearance, and protect the same from deterioration other than normal wear and tear; (ii) solely at its own cost and expense, make all necessary, proper or appropriate repairs, replacements and renewals thereof, ordinary and extraordinary, foreseen and unforeseen, (iii) shall permit the use of the State-Financed Equipment only by the Sublessee's Board of Elections, within its normal capacity, without abuse, and in a manner contemplated by the Vendor; (iv) shall not make modifications, alterations or additions to the State-Financed Equipment (other than normal operating accessories or controls) without the prior written consent of the Sublessor, which shall not be unreasonably withheld, (v) comply with all laws, insurance policies and regulations relating to, and obtain and maintain any governmental licenses and permits required for, the use, maintenance, repair and operation of the State-Financed Equipment, (vi) shall not dispose, assign, transfer, pledge or otherwise encumber all or any part of the State-Financed Equipment with any mortgage, security interest, or lien, through the Agreement Term, without the prior written consent of the Sublessor, which consent may be withheld in the absolute discretion of the Sublessor, and (vii) pay all costs, claims, damages, fees and all utilities and other charges arising out of its possession, use, operation, maintenance and use of the Project. All modifications, repairs, alterations, additions, replacements, substitutions, operating accessories and controls shall accrue to the State-Financed Equipment and, unless leased from the Sublessor, become the property of the Sublessee. The Sublessor shall have the right, during normal hours and in compliance with appropriate security protocols employed by the Sublessee's Board of Elections, to enter upon the premises where the State-Financed Equipment is located in order to inspect, observe or otherwise protect the Sublessor's interest, and the Sublessee shall cooperate in affording the Sublessor the opportunity to so inspect. For the purpose of assuring the Sublessor that the State-Financed Equipment will be properly serviced, the Sublessee agrees to cause the State-Financed Equipment to be maintained pursuant to the Vendor's standard preventive maintenance contract and/or recommendations. The Sublessee agrees that the Sublessor shall not be responsible for any loss or damage whatsoever to the State-Financed Equipment, nor shall the Sublessor be responsible for latent defects, wear and tear or gradual deterioration or loss of service or use of the State-Financed Equipment or any part thereof, the Sublessor shall not be liable to the Sublessee or anyone else for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by the inadequacy of the Project or any item supplied by the Vendor or any other party, any interruption of use or loss of service or use of performance of any equipment, any loss of business or other consequence or damage, whether or not resulting from any of the foregoing. The Sublessee shall not do, or permit to be done, any act or thing which might materially impair the value of the State-Financed Equipment, will not commit or permit any material waste thereof, and will not permit any unlawful use to be made thereof. The Sublessee covenants that it will assist the Secretary of State in fulfilling its obligations (other than any payment obligations) under the Master Lease Agreement dated as of November 1, 2018, between the State of Ohio Leasing Corporation, Inc., as lessor, and the Secretary of State, as lessee, for the State COPs Financing as the Secretary of State may reasonably request.

9. **TAXES, PERMITS.** The Sublessee agrees to pay all license, sales, use, personal property, real property or other taxes together with any penalties, fines or interest thereon imposed or levied with respect to the State-Financed Equipment or the ownership, delivery, lease, possession, use, operation, sale or other disposition thereof or upon the rentals or earnings arising therefrom. The Sublessee may in good faith and by appropriate proceedings contest any such taxes so long as such proceedings do not involve any danger of sale, forfeiture or loss of the State-Financed Equipment or any interest therein. Furthermore, the Sublessee shall provide all permits and licenses necessary for the installation, operation and use of the State-Financed Equipment. The Sublessee shall comply with all laws, rules, regulations, ordinances and resolutions applicable to the installation, use, possession and operation of the State-Financed Equipment. If compliance with any law, rule, regulation, resolution, permit or license requires changes or additions to be made to the State-Financed Equipment, The Sublessee shall notify the Sublessor and upon the written consent of the Sublessor, such changes or additions shall be made by the Sublessee at its own expense.

10. **UTILITIES.** The Sublessee shall pay all charges for gas, water, steam, electricity, light, heat or power, telephone or other utility service furnished to or used in connection with the State-Financed Equipment (including charges for installation of such services) during the Agreement Term. There shall be no abatement of any amount owed hereunder on account of the interruption of any such services.

11. **SUBLESSEE'S RESPONSIBILITIES; RELEASE OF LIABILITY.** Sublessee shall be responsible for any negligent acts and/or negligent omissions committed by itself, its agents, and/or its employees. Sublessee shall be responsible to defend itself, its agents, and/or its employees and shall pay any judgments and costs arising out of such negligent acts and/or negligent omissions, and nothing in this Sublease Agreement shall impute or transfer any such responsibility from Sublessee to the Sublessor.

On and after the date of this Sublease, the Sublessee agrees not to seek any determination of liability against the Sublessor or, any department, agency or official of the State of Ohio in the case of claim or suit arising with respect to the Project including acquisition of property or any future condition, construction, operation, maintenance or use of property or facilities which may be developed in relation to the Project. To the extent permitted by law, the Sublessee forever releases and waives any and all claims it may ever possess or assert against the Sublessor and all employees, agents, officials and contractors and attorneys of same in relation to the Project.

11. **DISCLAIMER OF WARRANTIES: THE SUBLESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF ANY OF THE STATE-FINANCED EQUIPMENT OR AS TO ITS TITLE THERETO OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE STATE-FINANCED EQUIPMENT.** The Sublessor hereby assigns to the Sublessee for and during the Agreement Term all manufacturer's warranties or guaranties, express or implied, issued on or applicable to the State-Financed Equipment and the Sublessor authorizes the Sublessee to obtain the customary services furnished in connection with such warranties or guaranties at the Sublessee's expense. The Sublessee acknowledges that the State-Financed Equipment has been acquired and installed by the Vendor selected by the Sublessee;



that the Sublessor is not a manufacturer, contractor or dealer with respect to the components of the State-Financed Equipment and takes no part in or responsibility for the installation of the State-Financed Equipment, and that the Sublessor has made no representation or warranty and assumes no obligation with respect to the merchantability, condition, quality or fitness of the State-Financed Equipment or the enforcement of the manufacturer's warranties or guaranties.

12. **QUIET ENJOYMENT.** The Sublessor hereby covenants to provide the Sublessee during the Agreement Term with quiet use and enjoyment of the State-Financed Equipment, without suit, trouble or hindrance from the Sublessor except as expressly set forth in this Sublease Agreement. Any assignee of the Sublessor shall not interfere with such quiet use and enjoyment during the Agreement Terms so long as the Sublessee is not in default pursuant to this Sublease Agreement.

13. **INSURANCE.** Commencing the date risk of loss passes to the Sublessee from the Vendor and continuing thereafter until the end of the Agreement Term, the Sublessee, solely at its expense, shall keep the State-Financed Equipment insured against all risks of loss or damage from every cause whatsoever in an amount sufficient to cover the full replacement cost of the State-Financed Equipment set forth on Exhibit A, and shall carry public liability insurance, both personal injury and property damage, covering the State-Financed Equipment and its use. All insurance shall be of a type, form, in amounts and with companies or provided by a self-insurance program established and maintained by the Sublessee as permitted by ORC Section 2744.08 or a joint self-insurance pool established pursuant to ORC Section 2744.081 that Sublessee has entered a written agreement to join and contain terms and conditions satisfactory to the Sublessor. The Sublessee shall also carry worker's compensation insurance covering all its employees working on, in or about the State-Financed Equipment and shall require any other person, corporation, partnership or other entity working on, in or about the State-Financed Equipment to carry such coverage. Certificates of insurance or other evidence satisfactory to the Sublessor, including the original or certified copies of the actual policies showing the existence of insurance in accordance herewith, and payments therefor, shall be delivered to the Sublessor forthwith. All insurance policies shall name the Sublessor as additional insured and shall provide the Sublessor at least thirty (30) days written notice prior to cancellation. In lieu of the foregoing and with the consent of the Sublessor, the Sublessee may self-insure for some or all of the foregoing. Any proceeds of insurance payable as a result of loss of or damage to the State-Financed Equipment shall be applied as provided in Paragraph 15 hereof.

14. **DAMAGE OR DESTRUCTION.** In the event the State-Financed Equipment is totally or partially damaged or destroyed, the Sublessee will promptly replace or repair and restore the State-Financed Equipment to working order for the purpose intended. The Sublessee shall not be entitled to any reimbursement for any such damage or destruction from the Sublessor, nor shall the Sublessee be entitled to any diminution of the amounts payable by it pursuant to this Sublease Agreement; provided, however, that any proceeds of insurance paid to the Sublessor pursuant to Paragraph 14 hereof shall be credited against the Sublessee's payment obligations under this Paragraph.

15. **EVENTS OF DEFAULT AND REMEDIES.** The Sublessee shall be deemed to be in default hereunder upon the happening of any of the following events of default: (a) the Sublessee shall fail to make any payments required to be paid hereunder, (b) the Sublessee shall fail

to keep any such other term, covenant or condition contained herein, or (c) if any representation or warranty by the Sublessee herein or in any agreement, document or certificate delivered to the Sublessor in connection herewith which, at any time, proves to be incorrect in any material respect. Upon the occurrence of an event of default as specified above, and the Sublessee shall fail to remedy such event of default with all reasonable dispatch within a period of 10 days for a default under subparagraph (a) hereof and 30 days for all other defaults, then the Sublessor or its assigns shall have the right, at its option without any further demand or notice, to pursue any one or more of the following remedies: (i) re-enter and take possession of the State-Financed Equipment, and sell or lease the State-Financed Equipment or sublease it for the account of the Sublessee, holding the Sublessee liable for all payments due to the effective date of such sale, lease or sublease; (ii) by mandamus or other suit, action or proceeding at law or in equity enforce all the Sublessor's rights hereunder, including the compelling of the performance of all duties of the Sublessee hereunder and the enforcement of the payment of any amounts hereunder then outstanding; and (iii) take any other action at law or in equity may appear necessary or desirable to collect the payments due during the then current agreement or to enforce performance and observance of any obligation, agreement or covenant of the Sublessee under this Sublease Agreement.

16. **SURRENDER UPON DEFAULT.** In the event of default as set forth in Paragraph 16 hereof, the Sublessee shall, upon the request of the Sublessor, peaceably surrender possession of the State-Financed Equipment to the Sublessor in the same condition as when delivered to the Sublessee by the Vendor less reasonable wear and tear.

17. **NATURE OF THE OBLIGATIONS OF THE SUBLESSEE.** All of the obligations of the Sublessee set forth and covenants made by the Sublessee under this Sublease Agreement are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Sublessee within the meaning of ORC Section 2731.01 *et seq.* To the extent permitted by law, any payment obligation of the Sublessee under this Sublease Agreement shall be an absolute and unconditional obligation of the Sublessee in all events and will not be subject to any set-off, defense, counterclaim or recoupment for any reason whatsoever. Notwithstanding any dispute between or among the Sublessee, the Sublessor and the Vendor, the Sublessee shall make all payments required of it hereunder when due and shall not withhold any payments or portions thereof pending final resolution of such dispute. The Sublessee hereby covenants that it will not assert any right of set-off or counterclaim against its obligation to make the payments required hereunder and that it will take such action as is necessary under the laws applicable to the Sublessee to budget for, seek appropriation for, and include and maintain funds sufficient and available to discharge its obligations to meet all payments due pursuant to provisions of this Sublease Agreement. Notwithstanding the foregoing and any other provision of this Sublease Agreement, the obligation of the Sublessee to make any expenditure of money hereunder is subject to the lawful appropriation of funds for such purpose by the Legislative Authority, and is not a debt of the Sublessee subject to payment from the general revenues or taxes of the Sublessee or within the meaning of any constitutional or statutory provision. Neither the Sublessor nor any other person shall have any right to have excises or taxes levied by the Legislative Authority for any such expenditure.

18. **ASSIGNABILITY.** The Sublessor may assign its right and interest in and to the State-Financed Equipment without notice to the Sublessee. Such assignee shall have full benefit of all the covenants made by the Sublessee and all rights and remedies of the Sublessor contained

herein. The Sublessee shall not have the right to assign its rights, duties and obligations under this Sublease Agreement either in part or in whole without prior written consent to the Sublessor or its assignee.

19. **COVENANTS OF THE SUBLESSEE.** The Sublessee represents, covenants and warrants that it is a county and political subdivision of the State of Ohio and is authorized by the Constitution and laws of the State of Ohio to enter into the transactions contemplated by this Sublease Agreement and to carry out its obligations hereunder. The Sublessee has been duly authorized to execute and deliver this Sublease Agreement and agrees that it will do or cause to be done all things necessary to preserve and keep its existence in full force and effect. The Sublessee further represents, covenants and warrants that all procedures have been met so that this Sublease Agreement is enforceable and the Sublessee has complied with all bidding requirements if required.

20. **NOTICES.** All notices to be given under this Sublease Agreement shall be made in writing and mailed to the other party at its address set forth below or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received ten days subsequent to mailing.

As to the Sublessor:

Ohio Secretary of State  
180 E. Broad Street, 16<sup>th</sup> Floor  
Columbus, Ohio 43215  
Attention: Voting Equipment  
Acquisition Program

As to the Sublessee:

Warren County Commissioners  
406 Justice Dr.  
Lebanon, Ohio 45036  
Attention: County Administrator

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21. **FURTHER ASSURANCES.** The Sublessee will, upon request of the Sublessor, at the Sublessee's sole cost and expense do and perform any other act and will execute, acknowledge, deliver, file, record and deposit (and will re-file, re-register, re-record, and re-deposit whenever required) any and all further instruments required by law or the Sublessor including, without limitation, financing statements or other documents needed for the protection of the Sublessor's interest.

22. **GOVERNING LAW; COUNTERPARTS.** This Sublease Agreement shall be governed by and in accordance with the laws of the State of Ohio. This Sublease Agreement may be signed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one contract.

23. **CHOICE OF VENUE.** The Sublessee agrees that, to the extent permitted by law, the state and federal courts located in Columbus, Ohio, or any other court in which the Sublessor initiates proceedings shall have exclusive jurisdiction over all matters arising out of this Sublease Agreement and that service of process in any such proceeding shall be effective if mailed to the Sublessee at its address set forth in Paragraph 22 hereof.

24. **ENTIRE AGREEMENT.** This Sublease Agreement correctly sets forth the entire agreement between the Sublessor and the Sublessee and no amendments or modifications of this Sublease Agreement shall be effective unless in writing and signed by both parties.

25. **THE SUBLESSEE'S RESPONSIBILITIES.** Nothing in this Sublease Agreement shall impute or transfer any responsibility from Sublessee to Sublessor.

26. **FEDERAL INCOME TAX MATTERS.** The Sublessee acknowledges that the Sublessor has obtained funds for the SoS Financing Program by utilizing the State COPs financing, and that the interest component of the Sublessor's lease payments thereunder is intended to be exempt from federal income taxation under the Internal Revenue Code of 1986, as amended and the regulations prescribed thereunder (the "Code"). The Sublessor hereby covenants that it will restrict the use of the State-Financed Equipment in such manner and to such extent, if any, as may be necessary after taking into account reasonable expectations at the time the Sublease is entered into, so that the interest portion of such lease payments by the Sublessor will not be subject to federal income taxation under the Code. To the extent permitted by law, the Sublessor shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax-exempt status of the State COPs Financing, and any other costs, resulting in whole or in part from actions taken by the Sublessee, including the failure of the Sublessee to comply with federal income tax laws applicable to such obligation.

27. **MAINTENANCE OF RECORDS.** The Sublessee will keep and make all reports and records associated with the State-Financed Equipment available to the state Auditor of the State of Ohio (the "State Auditor"), or the State Auditor's designee, or the Sublessee, for a period of not less than thirteen (13) years after the date of this Agreement. This data shall include a description of the State-Financed Equipment, a detailed overview of the scope of work, and disbursement detail (including amount, date, nature/object of expenditure), and Vendor information. The Sublessee acknowledges that the State Auditor and other departments, agencies and officials of the State of Ohio may audit the Project at any time, including before, during and after completion. To the extent permitted by law, the Sublessee agrees that any costs of any audit by the State Auditor or any other department, agency or official of the State of Ohio will be borne exclusively by and paid solely by the Sublessee. The Sublessee will be solely responsible for all costs associated with any such audit.

28. **MISCELLANEOUS.** The waiver by the Sublessor of the Sublessee's breach of any term, covenant or condition hereof shall not be a waiver of any subsequent breach of the same or any other term, covenant or condition. Any provision of this Sublease Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Sublease Agreement, and any provision of this Sublease Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Sublease Agreement.

**THE EXHIBITS ATTACHED HERETO HAVE BEEN READ BY THE SUBLESSEE AND ARE INCLUDED IN AND MADE A PART HEREOF.**

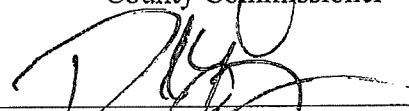
IN WITNESS WHEREOF, the Sublessor and the Sublessee, acting through the Legislative Authority, have caused this Sublease Agreement to be executed by their duly authorized signers as of the Agreement Date.

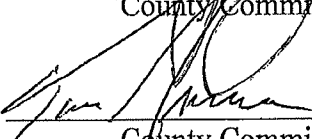
THE SUBLESSOR: SECRETARY OF STATE OF THE STATE OF OHIO

\_\_\_\_\_  
Frank LaRose

THE SUBLESSEE: COUNTY OF WARREN, OHIO

By:   
County Commissioner

By:   
County Commissioner

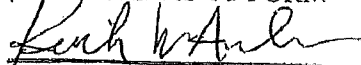
By:   
County Commissioner

Approved and Agreed To:

WARREN COUNTY BOARD OF ELECTIONS

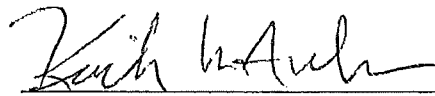
By:   
Director of Board of Elections

APPROVED AS TO FORM:

  
Keith W. Anderson  
Asst. Prosecuting Attorney

## CERTIFICATION OF PROSECUTING ATTORNEY

David Fornshell, Prosecuting Attorney of the County of Warren, Ohio, (the "Sublessee") and for the reliance of the Secretary of State of the State of Ohio (the "Sublessor"), do certify that from my examination of the Sublease Agreement dated as of January 22, 2019 (the "Agreement") between the Sublessee and the Sublessor and my knowledge of Sublessee's organization, that the Agreement has been duly authorized, executed and delivered by the Sublessee in accordance with the laws of the State of Ohio. The Sublessee is a county and political subdivision of the State of Ohio with full authority and legal capacity to perform all obligations and terms of the Agreement. Upon signature by the officers executing the Agreement, the Agreement will constitute a legal obligation of Sublessee in accordance with the terms thereof, and the Sublessee possesses the legal authority to fully perform all obligations incurred by the Sublessee. The Sublessee has been authorized by the Board of County Commissioners of the Sublessee by Resolution No. 19-0174 duly adopted by such Board on February 5, 2019.



PROSECUTING ATTORNEY OF THE  
COUNTY OF WARREN

Name: David Fornshell

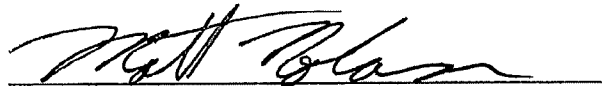
Title: Prosecuting Attorney

## FISCAL OFFICER'S CERTIFICATE

The undersigned, County Auditor of the County of Warren Ohio, as fiscal officer of such county, hereby certifies that the money required to meet the obligations of the such county during Fiscal Year 2019 under the attached Sublease-Purchase Agreement have been lawfully appropriated by the Board of County Commissioners of such county for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Revised Code.

Dated: February 5, 2019



County Auditor  
County of Warren, Ohio

13219249

## **EXHIBIT A**

### **SCHEDULE OF STATE-FINANCED EQUIPMENT**

The State-Financed Equipment consists of voting machines and equipment and more particularly described in Exhibit A-1 hereto.

### **EQUIPMENT LOCATION**

When not in use at polling locations, the Equipment will be located at the following address:

Warren County Board of Elections  
520 Justice Drive  
Lebanon, Ohio 45036

### **OTHER USES OF STATE CONTRIBUTION**

The other uses of the State Contribution are described in Exhibit A-2 hereto.

EXHIBIT A-1

LIST OF STATE-FINANCED EQUIPMENT

<u>Equipment Description</u>	<u>Cost</u>	<u>Amount Provided by SoS Financing Program</u>
133 ClearCast Precinct Scanners	\$1,064,000	\$1,064,000
82 ClearAccess Ballot Marking System	\$377,200	\$377,200
2 ClearCount Scanners	\$120,000	\$120,000
5 PrintNow	\$26,000	\$26,000
2 PrintNow Absentee	\$40,000	\$40,000
ClearCount Tabulation Software	\$100,762	\$100,762
ClearDesign Election Management Software	\$100,762	\$100,762
Ohio Discount	-\$74,789	-\$74,789



**EXHIBIT A-2**

**OTHER USES OF STATE CONTRIBUTION**

<u>Use or Purpose</u>	<u>Cost</u>	<u>Amount Provided by SoS Financing Program</u>
N/A		

# Resolution

Number 19-0175

Adopted Date February 05, 2019

APPROVE AND AUTHORIZE PRESIDENT OF THE BOARD TO ENTER INTO CLEAR BALLOT MASTER AGREEMENT, CLEAR BALLOT PRODUCT SCHEDULE AND SERVICE LEVEL AGREEMENT WITH CLEAR BALLOT GROUP, LLC


BE IT RESOLVED, to approve and authorize the President of the Board to enter into Clear Ballot Master Agreement, Clear Ballot Product Schedule and Service Level Agreement with Clear Ballot Group, LLC for the acquisition of new voting equipment through the Ohio Secretary of State's Office on behalf of the Warren County Board of Elections; copy of said agreements attached hereto and made a part hereof.

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

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

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: C/A—Clear Ballot Group, LLC  
Board of Elections (file)

# Resolution

Number 19-0176

Adopted Date February 05, 2019

## AUTHORIZE WARREN COUNTY BOARD OF ELECTIONS TO DESTROY OBSOLETE VOTING EQUIPMENT

WHEREAS, the voting equipment utilized by the Warren County Board of Elections has become obsolete and is no longer of any use; and

WHEREAS, the Warren County Board of Elections Office plans to dispose of the items properly; and

WHEREAS, a list of the items to be destroyed is attached hereto and made a part hereof; and

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

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

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

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Board of Elections (file)  
B. Quillen – Auditor's Office

VOTING MACHINE INVENTORY  
OFFICE: BOARD OF ELECTIONS

ENTRY NO.	INVENTORY LABEL NO	DESCRIPTION	SERIAL NO
1	11893	M-100	215049
2	11894	M-100	219215
3	11895	M-100	218200
4	11896	M-100	214561
5	11897	M-100	214839
6	11898	M-100	214439
7	11899	M-100	214879
8	11900	M-100	219321
9	20191	M-100	214925
10	20192	M-100	213711
11	20193	M-100	214472
12	20194	M-100	219214
13	20195	M-100	213655
14	20196	M-100	214932
15	20197	M-100	219366
16	20198	M-100	214883
17	20199	M-100	215029
18	20200	M-100	214287
19	20201	M-100	213889
20	20202	M-100	214233
21	20203	M-100	214973
22	20204	M-100	218140
23	20205	M-100	214860
24	20206	M-100	213437
25	20207	M-100	214815
26	20208	M-100	214244
27	20209	M-100	215014
28	20210	M-100	218135
29	20211	M-100	213713
30	20212	M-100	214351
31	20213	M-100	213579
32	20214	M-100	213690
33	20215	M-100	214497
34	20216	M-100	214037
35	20217	M-100	214441
36	20218	M-100	214235
37	20219	M-100	214579
38	20220	M-100	214834
39	20221	M-100	214551
40	20222	M-100	218199
41	20223	M-100	213740

ENTRY NO.	INVENTORY LABEL NO	DESCRIPTION	SERIAL NO
42	20224	M-100	213834
43	20225	M-100	218144
44	20226	M-100	213558
45	20227	M-100	218148
46	20228	M-100	215006
47	20229	M-100	213975
48	20230	M-100	214971
49	20231	M-100	214647
50	20232	M-100	214383
51	20233	M-100	214864
52	20234	M-100	218107
53	20235	M-100	214694
54	20236	M-100	214984
55	20237	M-100	213141
56	20238	M-100	214747
57	20239	M-100	214353
58	20240	M-100	214817
59	20241	M-100	218109
60	20242	M-100	214038
61	20243	M-100	214004
62	20244	M-100	214591
63	20245	M-100	214870
64	20246	M-100	214568
65	20247	M-100	213997
66	20248	M-100	213656
67	20249	M-100	218154
68	20250	M-100	214308
69	20251	M-100	214593
70	20252	M-100	214927
71	20253	M-100	214846
72	20254	M-100	214595
73	20255	M-100	214471
74	20256	M-100	214599
75	20257	M-100	215246
76	20258	M-100	214866
77	20259	M-100	214622
78	20260	M-100	214952
79	20261	M-100	214487
80	20262	M-100	214512
81	20263	M-100	214893
82	20264	M-100	214851
83	20265	M-100	214560
84	20266	M-100	214488
85	20267	M-100	214234

ENTRY NO.	INVENTORY LABEL NO	DESCRIPTION	SERIAL NO
86	20268	M-100	214444
87	20269	M-100	214992
88	20270	M-100	214959
89	20271	M-100	214882
90	20272	M-100	214292
91	20273	M-100	214653
92	20274	M-100	214790
93	20275	M-100	218208
94	20276	M-100	214596
95	20277	M-100	214868
96	20278	M-100	213894
97	20279	M-100	218121
98	20280	M-100	214543
99	20281	M-100	214440
100	20282	M-100	214905
101	20283	M-100	214374
102	20284	M-100	214435
103	20285	M-100	214600
104	20286	M-100	214917
105	20287	M-100	214858
106	20288	M-100	213750
107	20289	M-100	214903
108	20290	M-100	215043
109	20291	M-100	213716
110	20292	M-100	213649
111	20293	M-100	214852
112	20294	M-100	214801
113	20295	M-100	223212
114	20296	M-100	215046
115	20297	M-100	213719
116	20298	M-100	213878
117	20299	M-100	214449
118	20300	M-100	214644
119	20301	M-100	214981
120	20302	M-100	213970
121	20303	M-100	214692
122	20304	M-100	214298
123	20305	M-100	214509
124	20306	M-100	214322
125	20307	M-100	214525
126	20308	M-100	214359
127	20309	M-100	214026
128	20310	M-100	214854
129	20311	M-100	214504

ENTRY NO.	INVENTORY LABEL NO	DESCRIPTION	SERIAL NO
130	20312	M-100	213463
131	20313	M-100	213652
132	20314	M-100	214443
133	20315	M-100	212616
134	20316	M-100	213433
135	20317	M-100	218124
136	20318	M-100	214871
137	20319	M-100	214227
138	20320	M-100	213692
139	20321	M-100	214970
140	20322	M-100	214857
141	20323	M-100	213695
142	20324	M-100	214597
143	20325	M-100	214650
144	20326	M-100	214996
145	20327	M-100	223072
146	20328	M-100	215004
147	20329	M-100	218152
148	20330	M-100	214657
149	20331	M-100	216135
150	20332	M-100	223194
151	20333	M-100	214982
152	20334	M-100	214955
153	20335	M-100	214724
154	20336	M-100	223055
155	20337	M-100	214612
156	20338	M-100	221218
157	20339	M-100	214285
158	20340	M-100	217422
159	17491	M-100	213427
160	17492	M-100	223060
161	17493	M-100	214899
162	17494	M-100	214998
163	17495	M-100	213450
164	17496	M-100	213942
165	17497	M-100	214249
166	17498	M-100	214838
167	17499	M-100	214832
168	17500	M-100	214226
169	17451	M-100	213480
170	17452	M-100	214853
171	20586	M-100	214605
172	20587	M-100	214328
173	17110	M-100	214482

ENTRY NO.	INVENTORY LABEL NO	DESCRIPTION	SERIAL NO
174	20631	M-100	229980
175	20633	M-100	230307
176	20635	M-100	230208
177	20637	M-100	229737
178	20639	M-100	230197
179	20814	M-100	230383
180	20816	M-100	230144
181	20818	M-100	230361
182	20820	M-100	230252
183	20822	M-100	229709
184	20824	M-100	230190
185	20826	M-100	229778
1	20473	Automark	AM0106410394
2	20474	Automark	AM0106420266
3	20475	Automark	AM0106420097
4	20476	Automark	AM0106410454
5	20828	Automark	AM0105450321
6	20829	Automark	AM0106463304
7	20830	Automark	AM0106420675
8	20592	Automark	AM0106421002
9	20593	Automark	AM0206451629
10	20594	Automark	AM0106420172
11	20595	Automark	AM0106420429
12	20596	Automark	AM0106420390
13	20829	Automark	AM0105481604
14	20830	Automark	AM0105470284
15	20834	Automark	AM0206446037
16	20835	Automark	AM0106420096
17	20836	Automark	AM0206462304
18	20835	Automark	AM0206440291
19	20836	Automark	AM0106420311
20	20837	Automark	AM0106410411
21	20838	Automark	AM0106420208
22	20839	Automark	AM0106410521
23	20840	Automark	AM0106420015
24	20841	Automark	AM0106410396
25	20842	Automark	AM0106420193
26	20843	Automark	AM0106410435
27	20844	Automark	AM0106420345
28	20845	Automark	AM0106420188
29	20593	Automark	AM0206462325
30	20594	Automark	AM0105460994
31	20595	Automark	AM0106410566
32	20596	Automark	AM0106420124



ENTRY NO.	INVENTORY LABEL NO	DESCRIPTION	SERIAL NO
33	20597	Automark	AM0106421109
34	20598	Automark	AM0106410388
35	20599	Automark	AM0106421181
36	20600	Automark	AM0106420528
37	20601	Automark	AM0106410774
38	20602	Automark	AM0206463142
39	20603	Automark	AM0106420875
40	20837	Automark	AM0206442207
41	20838	Automark	AM0106421201
42	20839	Automark	AM0106410534
43	20840	Automark	AM0106420424
44	20841	Automark	AM0106420642
45	20842	Automark	AM0106420960
46	20843	Automark	AM0206450926
47	20844	Automark	AM0106410803
48	20845	Automark	AM0106410569
49	20846	Automark	AM0106420247
50	20847	Automark	AM0106410668
51	20848	Automark	AM0106420063
52	20849	Automark	AM0106420027
53	20850	Automark	AM0106420194
54	20851	Automark	AM0106420632
55	20852	Automark	AM0105480294
56	20853	Automark	AM0206463322
57	20854	Automark	AM0106410622
58	20855	Automark	AM0106410734
59	20856	Automark	AM0106421158
60	20857	Automark	AM0106410424
61	20858	Automark	AM0106410756
62	20859	Automark	AM0106410402
63	20860	Automark	AM0206462903
64	20591	Automark	AM0106420957
65	20592	Automark	AM0106420009
66	20593	Automark	AM0106420123
67	20594	Automark	AM0106410441
68	20595	Automark	AM0206463015
69	20596	Automark	AM0106420878
70	20597	Automark	AM0105450904
71	20598	Automark	AM0106410790
72	20599	Automark	AM0106420226
73	20600	Automark	AM0105450989
74	20601	Automark	AM0105470415
75	20602	Automark	AM0105480332
76	20603	Automark	AM0105480521

ENTRY NO.	INVENTORY LABEL NO	DESCRIPTION	SERIAL NO
77	20604	Automark	AM0105480773
78	20830	Automark	AM0105490615
79	20831	Automark	AM0106410397
80	20832	Automark	AM0106410419
81	20833	Automark	AM0106410420
82	20834	Automark	AM0106410421
83	20835	Automark	AM0106410450
84	20836	Automark	AM0106410567
85	20837	Automark	AM0106410580
86	20838	Automark	AM0106410613
87	20839	Automark	AM0106410620
88	20840	Automark	AM0106410629
89	20841	Automark	AM0106410652
90	20842	Automark	AM0106410704
91	20843	Automark	AM0106410731
92	20844	Automark	AM0106410751
93	20845	Automark	AM0106410770
94	20846	Automark	AM0106410825
95	20847	Automark	AM0106420002
96	20848	Automark	AM0106420021
97	20849	Automark	AM0106420023
98	20850	Automark	AM0106420025
99	20851	Automark	AM0106420035
100	20852	Automark	AM0106420073
101	20853	Automark	AM0106420088
102	20854	Automark	AM0106420091
103	20855	Automark	AM0106420104
104	20856	Automark	AM0106420109
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108	20860	Automark	AM0106420176
109	20861	Automark	AM0106420184
110	20862	Automark	AM0106420187
111	20863	Automark	AM0106420191
112	20864	Automark	AM0106420198
113	20865	Automark	AM0106420225
114	20866	Automark	AM0106420335
115	20867	Automark	AM0106420397
116	20868	Automark	AM0106420422
117	20869	Automark	AM0106420623
118	20870	Automark	AM0106420633
119	20871	Automark	AM0106420803
120	20872	Automark	AM0106420956

ENTRY NO.	INVENTORY LABEL NO	DESCRIPTION	SERIAL NO
121	20873	Automark	AM0106420997
122	20874	Automark	AM0106421018
123	20875	Automark	AM0106421111
124	20876	Automark	AM0106421174
125	20832	Automark	AM0106456230
124	20831	Automark	AM0106456324
125	20832	Automark	AM0206420477
126	20833	Automark	AM0206450277
127	20834	Automark	AM0206463296
128	20833	Automark	AM0206463646

# Resolution

Number 19-0177

Adopted Date February 5, 2019

CLOSE THE PUBLIC HEARING FOR REZONING APPLICATION OF MIKE WILLIAMS, AGENT FOR STEPHEN DEGER, OWNER OF RECORD, TO REZONE APPROXIMATELY 70.39 ACRES FROM SINGLE FAMILY RESIDENTIAL "R1" TO PLANNED UNIT DEVELOPMENT "PUD" IN TURTLECREEK TOWNSHIP AND RENDER A DECISION FEBRUARY 12, 2019 AT 9:45 A.M.

BE IT RESOLVED, to close the public hearing for the rezoning application of Mike Williams, Agent for Stephen Deger, owner of record (Case #2018-03), to rezone approximately 70.39 (Parcel ID 09323000100) located at 2260 N State Route 48 in Turtlecreek Township Single Family Residential "R1" to Planned Unit Development "PUD"; and


BE IT FURTHER RESOLVED, that on February 12, 2019, at 9:45 a.m. in the Commissioners' Meeting Room, this Board shall render a decision relative to said rezoning application.

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 - absent  
Mrs. Jones - yea  
Mr. Grossmann - yea

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

tao/

cc: RPC  
RZC  
Rezoning file  
Property Owner  
Agent  
Township Trustees

# Resolution

Number 19-0178

Adopted Date February 5, 2019

## APPROVE AND ADOPT WARREN COUNTY EROSION AND SEDIMENT CONTROL REGULATIONS

WHEREAS, this Board met on January 15, 2019, January 22, 2019, and again this 5<sup>th</sup> day of February 2019, for two public hearings to consider the adoption of Warren County Erosion and Sediment Control Regulations in accordance with Ohio Revised Code Section 307.37; and

WHEREAS, during said public hearings, this Board considered the recommendation from the Soil and Conservation District and all those present to speak in favor of or in opposition to the adoption of said regulations; and

NOW THEREFORE BE IT RESOLVED, approve and adopt Warren County Erosion and Sediment Control Regulations in accordance with Ohio Revised Code Section 307.37; said regulations 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 - absent  
Mrs. Jones - yea  
Mr. Grossmann - yea

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Soil and Water (file)  
Engineer (certified) (file)  
Erosion Control Regulations Public Hearing file  
Cincinnati HBA  
Dayton HBA

**WARREN COUNTY  
EROSION AND SEDIMENT CONTROL REGULATIONS**

Warren County, Ohio

2019

Warren County Board of Commissioners  
Shannon Jones  
David G. Young  
Tom Grossmann  
406 Justice Drive, Lebanon, Ohio

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# WARREN COUNTY EROSION AND SEDIMENT CONTROL REGULATIONS

## ARTICLE I GENERAL PROVISIONS

### SECTION 100 TITLE

These regulations, and any amendments thereto, shall be cited as the Warren County Erosion and Sediment Control Regulations and may hereinafter be referred to as "these regulations."

### SECTION 101 STATUTORY AUTHORIZATION

These regulations are promulgated in accordance with section 307.79, et. seq. of the Ohio Revised Code, whereby a board of county commissioners may adopt, amend, and rescind rules establishing technically feasible and economically reasonable standards to achieve a level of management and conservation practices that will abate wind or water erosion of the soil or abate the degradation of the waters within the state by soil sediment in conjunction with land grading, excavating, filling, or other soil disturbing activities on land used or being developed for non-agriculture, commercial, industrial, residential, or other non-agriculture purposes, and establish criteria for determination of the acceptability of those management and conservation practices.

Per section 307.79 of the Ohio Revised Code, these regulations shall require persons to file applications relating to plans governing erosion control, sediment control, and water management before clearing, grading, excavating, filling, or otherwise wholly or partially disturbing one or more contiguous acres of land owned by one person or operated as one development unit for the construction of non-agriculture buildings, structures, utilities, recreational areas, or other similar non-agriculture uses.

Per section 307.79 of the Ohio Revised Code, these regulations shall not apply inside the limits of municipal corporations or the limits of townships with a limited home rule government that have adopted their own regulations governing soil erosion or water degradation from non-agriculture development, or lands being used in a strip mine as defined in section 1513.01, or surface mine operation defined in section 1514.01, of the Ohio Revised Code.

### SECTION 102 PURPOSE

The Warren County Commissioners adopts these regulations as a comprehensive rewrite of, and restates and amends the regulations dated November 16, 2006 or prior thereto.



These regulations amend and restate the Erosion and Sediment Control Regulations of Warren County, Ohio, to establish technically feasible and economically reasonable standards to achieve a level of management and conservation practices that will abate wind or water erosion of the soil or abate the degradation of the waters within the state by soil sediment in conjunction with land grading, excavating, filling, or other soil disturbing activities on land used or being developed for non-agriculture, commercial, industrial, residential, or other non-agriculture purposes, and establish criteria for determination of the acceptability of those management and conservation practices.

The purposes of these regulations include, without limitation, the following:

- A. Permitting development while keeping erosion and sedimentation as close to existing levels as practical.
- B. Reducing impairment of receiving streams which may be caused by erosion and sedimentation from construction and other earth disturbing activities.
- C. Encouraging innovative design which will enhance the control of erosion and sedimentation in a manner consistent with the intent of these regulations.
- D. Implementing the applicable area-wide waste treatment management plan prepared under section 208 of the "Federal Water Pollution Control Act," 86 Stat. 816 (1972), 33 U.S.C.A. 1228, as amended, and to implement phase II of the storm water program of the national pollution discharge elimination system (NPDES) established in 40 C.F.R. Part 122.

### **SECTION 103 SCOPE**

No person shall cause or allow earth-disturbing activities on a development area except in compliance with the criteria established by these regulations and those found in the Ohio Environmental Protection Agency (Ohio EPA) General Permit Authorization for Storm Water Discharges Associated with Construction Activity Under the NPDES, Permit No. OHC000005, hereafter referred to as the Construction General Permit, and all subsequent versions. These regulations shall apply to all earth disturbing activities covered in Part I.B. of the Construction General Permit which shall be performed on unincorporated lands of Warren County, Ohio except those activities excluded in Section 307.79 of the Ohio Revised Code as follows:

- A. Strip mining operations regulated under Section 1513.01 of the Ohio Revised Code;

- B. Surface mining operations regulated by Section 1514.01 of the Ohio Revised Code;
- C. Public highways, transportation, and drainage improvement or maintenance project undertaken by a government agency or political subdivision in accordance with a statement of its standard sediment control policies that is approved by the board or the chief of the division of soil and water conservation in the Ohio department of agriculture.

#### **SECTION 104 DISCLAIMER OF LIABILITY**

Neither submission of a plan under provisions of these regulations nor compliance with provisions of these regulations shall relieve any person from responsibility for damage to any person or property otherwise imposed by law, nor impose any duty or liability upon the Warren County Board of Commissioners or their agents for damage to any person or property.

#### **SECTION 105 SEVERABILITY**

If any clause, section, or provision of these regulations is declared invalid or unconstitutional by a court of competent jurisdiction, validity of the remainder shall not be affected thereby.

#### **SECTION 106 EFFECTIVE DATE**

These regulations shall be effective on the 31st day after adoption by the Warren County Commissioners.

### **ARTICLE II INTERPRETATION**

#### **SECTION 200 INTERPRETATION OF TERMS AND WORDS**

For the purpose of these regulations certain rules or word usage apply to the text as follows:

- A. Words used in the present tense include the future tense, and the singular includes the plural, unless the context clearly indicates the contrary.
- B. The term "shall" is always mandatory and not discretionary; the word "may" is permissive.
- C. Words or terms not interpreted or defined by this article or statutory law shall have their customary meanings as interpreted by Ohio common law, or

if no common law exists then as found in the most recent editions of published dictionaries, so as to give these regulations its most reasonable application.

## **SECTION 201 DEFINITIONS OF TERMS AND WORDS**

For the purpose of these regulations certain definitions apply to the text as follows:

- A. **Construction Site:** Any parcel of land on which land has been disturbed for non-farming activity in the efforts to construction a new land or building feature.
- B. **Agriculture:** Agriculture includes agricultureing; ranching; aquaculture; algaculture meaning the agricultureing of algae; apiculture and related apicultural activities, production of honey, beeswax, honeycomb, and other related products; horticulture; viticulture, winemaking, and related activities; animal husbandry, including, but not limited to, the care and raising of livestock, equine, and fur-bearing animals; poultry husbandry and the production of poultry and poultry products; dairy production; the production of field crops, tobacco, fruits, vegetables, nursery stock, ornamental shrubs, ornamental trees, flowers, sod, or mushrooms; timber; pasturage; any combination of the foregoing; the processing, drying, storage, and marketing of agricultural products when those activities are conducted in conjunction with, but are secondary to, such husbandry or production; and any additions or modifications to the foregoing made by the director of agriculture by rule adopted in accordance with Chapter 119. of the Revised Code.
- C. **Board or Board of County Commissioners or Warren County Board of County Commissioners:** Consisting of the three duly elected or appointed County Commissioners of Warren County, Ohio, a political subdivision of the State of Ohio operating under a statutory scheme of County government, that is vested with the authority to promulgate and enforce administrative rules of sediment control and water management per section 307.79, etc. of the Ohio Revised Code, referred to hereinafter as the Warren County Commissioners.
- D. **Construction General Permit:** Ohio Environmental Protection Agency's General Permit Authorization for Storm Water Discharges Associated with Construction Activity Under the National Pollution Discharge Elimination System, Ohio EPA Permit Number: OHC000005, and all subsequent versions at [https://www.epa.ohio.gov/dsw/permits/GP\\_ConstructionSiteStormWater](https://www.epa.ohio.gov/dsw/permits/GP_ConstructionSiteStormWater).

- E. **Developer/Owner:** Any individual, sub-divider, firm, association, syndicate, partnership, corporation, trust, or any other legal entity commencing proceedings under these regulations to disturb earth on a parcel of land hereunder for himself or for another.
- F. **Development/Construction Area:** Any tract, lot, parcel of land or combination of such which are part of a larger common plan of development, upon which more than one acre of earth disturbing activity is to be performed.
- G. **Earth Disturbing Activity:** Any clearing, grading, excavating, grubbing, and/or filling or other alteration of the earth's surface where natural or man-made ground cover is destroyed and which may result in or contribute to erosion and sediment pollution.
- H. **Earth Disturbing Permit:** A permit to perform earth disturbing activities provided by the Warren County SWCD once a developer/owner meets specific criteria, such as: approval of sediment and erosion control plan, approval of a storm water pollution prevention plan (SWP3), payment of a review and inspection fee.
- I. **Erosion and Sediment Control Plan:** A strategy or plan to minimize erosion and prevent off-site sedimentation by passing sediment laden runoff through a sediment control measure, which has been prepared and approved in accordance these regulations and those requirements of the Construction General Permit. The erosion and sediment control plan is most often part of a larger set of construction drawings.
- J. **Owner:** Someone who holds the right of possession and title to a parcel or tract of land.
- K. **Soil and Water Conservation District:** As organized under Chapter 940 of the Ohio Revised Code, the Soil and Water Conservation District includes either its board, or its director or employees, hereinafter referred to as the Warren County SWCD.
- L. **Storm Water Pollution Prevention Plan (SWP3):** The SWP3 is a stand-alone document required by these regulations and the Construction General Permit for all construction sites disturbing one acre or more of land. The SWP3 describes all the construction site operator's activities to prevent stormwater contamination, control sedimentation and erosion, manage post construction storm water runoff and comply with the requirements of the Clean Water Act.

**ARTICLE III  
REGULATIONS**

**SECTION 300 REQUIREMENTS**

These regulations set forth the process for applying and obtaining an earth disturbing permit, and are not intended to state in their entirety the technical criteria which are found in the Ohio EPA Construction General Permit, and amendments thereto, but must strictly comply with such Ohio EPA Construction General Permit criteria.

No person shall cause or allow earth-disturbing activities on a development area except in compliance with the standards and criteria set forth in these regulations.

- A. When a proposed development area includes one or more acres of earth disturbing activities on land being developed for non-agriculture, commercial, industrial, residential, or other non-agriculture purposes which are within the jurisdiction of Warren County, the developer/owner of record shall obtain an earth disturbing permit from Warren County SWCD prior to the commencement of any earth disturbing activities.
- B. When a proposed development area involves less than one acre of earth disturbing activities, it is not necessary to obtain a permit; however, the developer/owner must comply with the other provisions of these regulations.
- C. All earth disturbing activities shall be subject to observation and site inspection by Warren County SWCD to determine compliance with these regulations.
- D. In accordance with these regulations, and as part of the criteria for an earth disturbing permit, the developer/owner shall:
  - 1. Submit an earth disturbing permit application, as per section 401 of these regulations.
  - 2. Develop and submit to Warren County SWCD a Storm Water Pollution Prevention Plan (SWP3) and an erosion and sediment control plan, as per section 402 of these regulations.
  - 3. Develop and submit a stand-alone Operation and Maintenance Plan (O&M) for all post construction BMPs in the SWP3. The O&M requirements can be found in the OEPA Construction General Permit.

4. Once SWP3 approval is obtained from Warren County SWCD and Warren County Engineer's Office, developer/owner shall submit for a NOI from the EPA. The developer/owner shall then provide to Warren County SWCD a copy of the Notice of Intent (NOI) certifying the site's coverage under the Construction General Permit.
  5. Submit a review and inspection fee as established in section 403 of these regulations.
  6. Submit an electronic copy of the approved preliminary plan, where applicable.
- E. The Warren County SWCD shall be notified 48 hours prior to commencement of earth disturbing activities and within 48 hours after the project is completed.
- F. All earth disturbing activity and improvements shall be constructed in conformity with approved plans. Revisions or amendments to the approved plans or SWP3 shall be timely submitted to Warren County SWCD for review and approval prior to implementation.

**ARTICLE IV  
ADMINISTRATION**

**SECTION 400 ADMINISTRATION**

Unless otherwise provided herein, the Warren County Commissioners designate the Warren County SWCD as its designee for the administration and enforcement of these regulations. The Warren County SWCD shall establish procedures for the issuance of permits, review applications, issue and/or deny permits, issue notices of violations, stop work orders, and may request the county prosecutor to seek an injunction and other appropriate relief in the court of common pleas, as necessary, to abate excessive erosion or sedimentation and secure compliance with these regulations.

The foregoing designation of authority to the Warren County SWCD shall be concurrent with and not prohibit the Warren County Commissioners, per section 307.79 (F) of the Ohio Revised Code, from determining a developer/owner is in violation of these regulations or an administrative order, and requesting the county prosecutor to seek an injunction or other appropriate relief in the court of common pleas, as necessary, to abate excessive erosion or sedimentation and secure compliance with these regulations.

**SECTION 401 EARTH DISTURBING PERMIT APPLICATION**

As part of the criteria for an earth disturbing permit, the developer/owner shall submit an earth disturbing permit application.

- A. The earth disturbing permit application can be found on the Warren County SWCD website at [www.warrenswcd.com](http://www.warrenswcd.com). This form is a fillable PDF which can be downloaded, filled out electronically and emailed back to Warren County SWCD. The form can also be printed and filled in by hand and mailed to Warren County SWCD.
- B. The earth disturbing permit application is a form intended to collect information for the on-site person responsible for all erosion and sediment control issues that arise during construction. This person will be contacted with reminders, deficiencies, maintenance items, problems or additions to the on-site erosion and sediment control practices and efforts during construction.

**SECTION 402 SWP3 & EROSION AND SEDIMENT CONTROL PLANS**

As part of the criteria for an earth disturbing permit, the developer/owner shall develop and submit a Storm Water Pollution Prevention Plan (SWP3) and an erosion and sediment control plan to Warren County SWCD for review and approval.

- A. All submittals shall be electronic.
- B. The SWP3 and erosion and sediment control plan shall, at a minimum, meet the technical requirements set forth in Ohio EPA's Construction General Permit.
- C. The SWP3 and erosion and sediment control plan shall be certified by a professional engineer registered in the State of Ohio.
- D. The SWP3 shall be approved, or conditionally approved, by the Warren County Engineer's Office before the Warren County SWCD will issue an Earth Disturbing Permit.
- E. Approved plans shall remain valid for two (2) years from date of approval unless construction has begun and control measures have been implemented. Renewal is accomplished by the submission of another plan.

**SECTION 403 PLAN REVIEW AND INSPECTION FEE**

As part of the criteria for an earth disturbing permit, the developer/owner shall submit a plan review and inspection fee, as established by the Warren County Commissioners.

- A. The review and inspection fee shall be made payable to Warren County Soil and Water Conservation District.
- B. Fee schedule shall be as follows:  
 Disturbed Acres:       \$125/disturbed acre

**SECTION 404 EARTH DISTURBING PERMIT**

- A. An earth disturbing permit shall be obtained before any earth disturbing activity is begun except for soil borings, test pits, and other analysis efforts. Earth disturbing activities include clearing, grading, excavating, grubbing, and/or filling or other alteration of the earth's surface where natural or man-made ground cover is destroyed and which may result in or contribute to erosion and sediment pollution.
- B. Earth Disturbing Permits shall remain valid for two years from date of approval unless construction has begun and control measures have been implemented. Renewal is accomplished by resubmission of all necessary requirements found in Section 300 (D).

**SECTION 405 INSPECTION**

Warren County SWCD may inspect developments and development areas to determine compliance with these regulations.



- A. Warren County SWCD may perform monthly, or more frequent, inspections on all construction sites within the county.
- B. Individual lots as part of a larger development may be subject to review and inspection.
- C. Warren County SWCD, upon identification of the owner or person in charge, may enter any land upon obtaining agreement with the owner, tenant, or manager of the land in order to determine whether there is compliance with these regulations. If the Warren County SWCD is unable to obtain such an agreement, it may apply for, and a judge of the court of common pleas for the county where the land is located may issue, an appropriate inspection warrant as necessary to achieve the purposes of this chapter.

#### **SECTION 406 MAINTENANCE NEEDS, DEFICIENCIES, VIOLATIONS AND ENFORCEMENT**

All temporary erosion and sediment control practices shall be installed according to the timeline set forth in the approved SWP3, on the erosion and sediment control plans and in accordance with the Construction General Permit. These practices shall be maintained and repaired as needed to assure continued performance of their intended function. The developer/owner shall be responsible for such maintenance and repairs until the final inspection.

- A. If it is found that an developer/owner failed to obtain any federal, state, or local permit necessary for erosion and sediment control, earth movement, clearing, or cut and fill activity on a development area of one acre or larger, the Warren County SWCD, as authorized representative of the Warren County Commissioners, may issue an immediate stop work order.
- B. Upon inspection by the Warren County SWCD, if a deficiency or lack of installation of an erosion and sediment control practice is found, the Warren County SWCD will communicate the need to the developer/owner, develop a timeline for compliance, and will afford the developer/owner an opportunity to bring the project back into compliance before moving the deficiency to a violation.
- C. Over the course of construction and through deterioration by use and weather, erosion and sediment control practices often need maintenance, repair or re-installation. The developer /owner shall assign qualified inspection personnel to inspect all sediment and erosion control practices at a frequency set forth in the latest Construction General Permit. If any erosion and sediment control practice needs maintenance, repair or reinstall, the developer/owner shall comply with the timeline set forth in the Construction General Permit.

- D. If the developer/owner is unresponsive or if the owner/developer does not comply with Warren County SWCD's requests or timeline to remediate the maintenance needs, deficiencies or lack of installed practices, Warren County SWCD can upgrade the maintenance need, deficiency or lack of installation to a violation.
- E. Notice of violation process per O.R.C. 307.79 as follows:
1. If the Warren County SWCD determines that a violation of these regulations exists, the Warren County SWCD may issue an immediate stop work order if the violator failed to obtain any federal, state, or local permit necessary for sediment and erosion control, earth movement, clearing, or cut and fill activity. In addition, if the Warren County SWCD determines such a violation exists, regardless of whether or not the violator has obtained the proper permits, Warren County SWCD may authorize the issuance of a notice of violation. If, after a period of not less than thirty days has elapsed following the issuance of the notice of violation, the violation continues, the Warren County SWCD shall issue a second notice of violation. Except as provided in division (3) of this section, if, after a period of not less than fifteen days has elapsed following the issuance of the second notice of violation, the violation continues, Warren County SWCD may issue a stop work order after first obtaining the written approval of the prosecuting attorney of the county if, in the opinion of the prosecuting attorney, the violation is egregious.
  2. Once a stop work order is issued, the Warren County SWCD shall request, in writing, the county prosecuting attorney to seek an injunction or other appropriate relief in the court of common pleas to abate excessive erosion or sedimentation and secure compliance with these regulations. If the prosecuting attorney seeks an injunction or other appropriate relief, then, in granting relief, the court of common pleas may order the construction of sediment control improvements or implementation of other control measures, and may assess a civil fine of not less than one hundred or more than five hundred dollars for civil contempt by failing to comply with the court's order. Each day of violation shall be considered a separate violation subject to a civil fine. Once an injunction or other appropriate relief is issued, an expedited motion may be filed by the prosecuting attorney for future violations by the developer/owner requesting the Court to order the developer/owner to appear and show cause why the developer/owner should not be held in further contempt of the injunction or other appropriate relief ordered by the court.
  3. The person to whom a stop work order is issued under this section may appeal the order to the court of common pleas of the county in which it was issued, seeking any equitable or other appropriate relief from that order.

4. No stop work order shall be issued under this section against any public highway, transportation, or drainage improvement or maintenance project undertaken by a government agency or political subdivision in accordance with a statement of its standard sediment control policies that is approved by the board or the chief of the division of soil and water resources in the department of agriculture.
  
- F. No person shall violate these regulations. Notwithstanding division (E) of this section, if the Warren County Commissioners determine that a violation of these regulations or administrative order issued relating thereto, the Warren County Commissioners may request, in writing, the prosecuting attorney of the county to seek an injunction or other appropriate relief in the court of common pleas to abate excessive erosion or sedimentation and secure compliance with these regulations or an administrative order. In granting relief, the court of common pleas may order the construction of sediment control improvements or implementation of other control measures and may assess a civil fine of not less than one hundred or more than five hundred dollars for civil contempt by failing to comply with the court's order. Each day of violation shall be considered a separate violation subject to a civil fine. Once an injunction or other appropriate relief is issued, an expedited motion may be filed by the prosecuting attorney for future violations by the developer/owner requesting the Court to order the developer/owner to appear and show cause why the developer/owner should not be held in further contempt of the injunction or other appropriate relief ordered by the court.

#### **SECTION 407 APPEALS**

- A. Any person aggrieved by any stop work order, requirement, determination, or any other action or inaction by the Warren County SWCD in relation to these regulations may appeal to the court of common pleas.
  
- B. Such an appeal shall be made in conformity with Chapters 2505 and 2506 of the Ohio Revised Code. Written notice of appeal shall be served on the clerk of the Warren County Commissioners and the Warren County SWCD.
  
- C. Appeals shall be filed within thirty days of the decision of the Director or the employee(s) of the Warren County SWCD.

# Resolution

Number 19-0179

Adopted Date February 5, 2019

## APPROVE AND ADOPT WARREN COUNTY RULES AND REGULATIONS FOR THE DESIGN OF STORM SEWER AND STORMWATER MANAGEMENT SYSTEMS

WHEREAS, this Board met December 4, 2018, December 11, 2018, January 15, 2019, January 22, 2019, and again this 5<sup>th</sup> day of February 2019, for two public hearings to consider the adoption of Stormwater Regulations in Warren County in accordance with Ohio Revised Code Section 307.37; and

WHEREAS, during said public hearings, this Board considered the recommendation from the Warren County Engineer and all those present to speak in favor of or in opposition to the adoption of said regulations; and

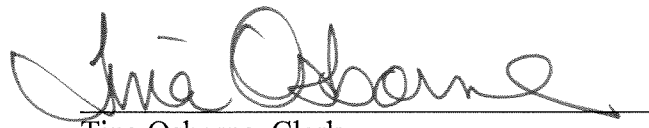
NOW THEREFORE BE IT RESOLVED, approve and adopt Stormwater Regulations in Warren County in accordance with Ohio Revised Code Section 307.37; said regulations as attached hereto and made a part hereof.

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 - absent  
Mrs. Jones - yea  
Mr. Grossmann - yea

Resolution adopted this 5<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Soil and Water (file)  
Engineer (certified) (file)  
Stormwater Regulation Public Hearing file  
Cincinnati HBA  
Dayton HBA  
Public Hearing file

Warren County Rules and Regulations  
for the Design of Storm Sewer and Stormwater  
Management Systems

WARREN COUNTY BOARD OF COMMISSIONERS

Thomas Grossmann  
Shannon Jones  
David G. Young

WARREN COUNTY ENGINEER

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

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<b>SECTION 111</b>	<b>VIOLATIONS</b>
<b>SECTION 112</b>	<b>APPEALS</b>

**SECTION 100            TITLE**

These regulations and amendments thereto, shall be cited as the Warren County Rules and Regulations for the Design of Storm Sewer and Stormwater Management Systems and may hereinafter be referred to as “these regulations”.

**SECTION 101            STATUTORY AUTHORIZATION**

These regulations are promulgated in accordance with section 307.37, et seq. of the Ohio Revised Code, whereby a board of county commissioners may adopt, amend and rescind rules and regulations for the design of storm water management systems.

Per section 307.79 of the Ohio Revised Code, these regulations shall require persons to file applications relating to plans governing, inter alia, storm sewer and stormwater management systems before clearing, grading, excavating, filling, or otherwise wholly or partially disturbing one or more contiguous acres of land owned by one person or operated as one development unit for the construction of nonfarm buildings, structures, utilities, recreational areas, or other similar nonfarm uses.

Per section 307.79 of the Ohio Revised Code, these regulations shall not apply inside the limits of municipal corporations or the limits of townships with a limited home rule government that have adopted their own regulations governing soil erosion or water degradation from nonfarm development, or lands being used in a strip mine as defined in section 1513.01, or surface mine operation defined in section 1514.01, of the Ohio Revised Code.

**SECTION 102            PURPOSE & SCOPE**

The Warren County Board of County Commissioners adopts these regulations as a comprehensive rewrite of, amends and restates the regulations adopted July 22, 2003.

The purpose of these regulations is to establish technically feasible and economically reasonable stormwater management standards to achieve a level of stormwater quality and quantity control that will minimize damage to property and degradation of water resources and will promote and maintain the health, safety, and welfare of the citizens of Warren County, Ohio.

- A. These regulations prohibits illicit connections to the stormwater system and requires owners who develop or redevelop their property within Warren County to:

1. Control stormwater runoff from their property and ensure that all stormwater management practices, facilities and improvements are properly designed, constructed, and maintained.
  2. Reduce water quality impacts that may be caused by new development or redevelopment activities.
  3. Control the volume, rate, and quality of stormwater runoff originating from their property so that surface water and ground water are protected and flooding and erosion potential are not increased.
  4. Minimize the need to construct, repair, and replace subsurface storm drain systems.
  5. Preserve natural infiltration and ground water recharge, and maintain subsurface flow that replenishes water resources, except in inappropriate soils.
  6. Incorporate stormwater quality and quantity controls into site planning and design at the earliest possible stage in the development process.
  7. Maximize use of stormwater management practices that serve multiple beneficial purposes including, but not limited to, flood control, erosion control, fire protection, water quality protection, recreation, and habitat preservation.
  8. Maintain, promote, establish and reestablish conditions necessary for naturally occurring stream processes that assimilate pollutants, attenuate flood flows, and provide a healthy water resource.
- B. These regulations shall apply to all parcels used or being developed or redeveloped, either wholly or partially, for new projects involving highways and roads; subdivisions or larger common plans of development; industrial, commercial, institutional, or residential projects; and redevelopment activities and grading.
- C. These regulations does not require a Stormwater Pollution Prevention Plan for linear construction projects, such as pipeline or utility line installation, that do not result in the installation of impervious surface. Such projects must be designed to minimize the number of stream crossings and the width of disturbance. Linear construction projects must comply with the requirements of the latest edition of the Ohio Department of Natural Resources Rainwater and Land Development Manual or other erosion control guideline approved by the Warren County Engineer.

**SECTION 103            DISCLAIMER OF LIABILITY**

Compliance with the provisions of these regulations shall not relieve any person from responsibility for damage to any person otherwise imposed by law. The provisions of these regulations are promulgated to promote the health, safety, and welfare of the public and are not designed for the benefit of any individual



or any particular parcel of property.

By approving a Stormwater Pollution Prevention Plan under these regulations, Warren County does not accept responsibility for the design, installation, and operation and maintenance of stormwater management practices, facilities and improvements.

**SECTION 104            CONFLICTS, SEVERABILITY, NUISANCES, AND RESPONSIBILITY**

Where these regulations are in conflict with other provisions of law, the most restrictive provisions shall prevail. If any clause, section, or provision of these regulations is declared invalid or unconstitutional by a court of competent jurisdiction, the validity of the remainder shall not be affected thereby. These regulations shall not be construed as authorizing any person to maintain a nuisance on their property, and compliance with the provisions of these regulations shall not be a defense in any action to abate such a nuisance.

Failure of Warren County to observe or recognize hazardous or unsightly conditions or to recommend corrective measures shall not relieve the site owner from the responsibility for the condition or damage resulting therefrom, and shall not result in Warren County, its officers, employees, or agents being responsible for any condition or damage resulting therefrom.

**SECTION 105            DEFINITIONS**

For the purposes of these regulations, the following terms shall have the meaning herein indicated; otherwise, words or terms not defined, or interpreted by these regulations or statutory or administrative law, shall have their customary meaning as interpreted by Ohio common law, or in the event no common law exists then as found in the most recent editions of published dictionaries.

- A. **As-built plans** – A complete set of reproducible drawings, including an electronic AutoCAD file of the drawing, drawn to scale, with field-verified locations of improvements shown on the construction drawings, including but not limited to water mains; sanitary and storm sewer alignments, grades, and sizes; sanitary manholes, storm manhole, and catch basin locations with elevations for rim and all flow lines; sanitary sewer building tap locations; waterline locations; detention/retention basin volume checks; water house service tap locations; fire hydrant locations; valve locations; and all changes from approved construction drawings.
- B. **Board of County Commissioners** – Consists of the three duly elected or appointed County Commissioners of Warren County, Ohio, a political subdivision of the State of Ohio operating under a statutory scheme of

- County government, that is vested with the authority to promulgate and enforce administrative rules of stormwater management per section 307.79, etc. of the Ohio Revised Code, referred to hereinafter as the Warren County.
- C. **County Engineer** – means the elected or appoint County Engineer of Warren County, Ohio, referred to hereinafter as the County Engineer.
  - D. **Development area** – Any tract, lot or parcel of land or combination of tracts, which are in one ownership, or are contiguous and in diverse ownership where earth-disturbing activity is to be performed.
  - E. **Development drainage area** – A combination of each hydraulically unique watershed with individual outlet points on the development area.
  - F. **Drainage** – The removal of surface water or groundwater from land by surface or subsurface drains.
  - G. **Erosion** – The process by which the land surface is worn away by the action of water, wind ice or gravity.
  - H. **Final stabilization** – All soil disturbing activities at the site have been completed and a uniform perennial vegetative cover with a density of at least 80% coverage for the area has been established or equivalent stabilization practices, such as the use of mulches or geotextiles, have been employed.
  - I. **Grading** – Earth disturbing activity such as excavation, stripping cutting, filling stockpiling, or any combination thereof.
  - J. **Illicit discharge** means any discharge to the Stormwater System not composed entirely of stormwater except the following: water line flushing, landscape irrigation, diverted stream flows, rising ground waters, uncontaminated ground water infiltration [as defined at 40 CFR 35.2005(b)(20)], uncontaminated pumped ground water, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, springs, water from crawl space pumps, footing drains, lawn watering, individual car washing, charity car wash events, flows from riparian habitats and wetlands, dechlorinated swimming pool discharges, street wash water, home sewer treatment systems that discharge in accordance with Warren County Combined Health District Codes and permits, and discharges or flows from fire fighting activities.
  - K. **Impervious surface** – Any material that prevents, impedes or slows the infiltration or absorption of stormwater into the ground, including building roofs and concrete or asphalt pavement.
  - L. **Infiltration** – A stormwater management practice that reduces discharge during the precipitation event, requiring collected runoff to either infiltrate into the groundwater and/or be consumed by evapotranspiration, thereby retaining stormwater pollutants in the facility.
  - M. **Large common plat of development** – A contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one plan.

- N. **NPDES** – National Pollutant Discharge Elimination System. A regulatory program in the Federal Clean Water Act that prohibits the discharge of pollutants into surface waters of the United States without a permit.
- O. **Postdevelopment** – The conditions that exist following the completion of soil disturbing activity in terms of topography, vegetation, land use, and the rate, volume, quality, or direction of stormwater runoff.
- P. **Predevelopment** – The conditions that exist prior to the initiation of soil disturbing activity in terms of topography, vegetation, land use, and the rate, volume, quality, or direction of stormwater runoff.
- Q. **Professional Engineer** – A professional engineer registered in the State of Ohio.
- R. **Redevelopment** – A construction project on land where impervious surface has previously been developed and where the new land use will not increase the runoff coefficient. If the new land use will increase the runoff coefficient, then the project is considered to be a new development project rather than a redevelopment project.
- S. **Runoff** – The portion of precipitation in excess of the infiltration capacity of underlying soils to absorb and contain which drains away from and runs off the surface of land.
- T. **Sediment** – Solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its site of origin by wind, water, gravity, or ice, and has come to rest on the earth's surface.
- U. **Site owner or property owner** – Any individual, corporation, firm, trust, commission, board, public or private partnership, joint venture, agency, unincorporated association, municipal corporation, county or state agency, the federal government, other legal entity, or an agent thereof that is responsible for the overall construction site.
- V. **Soil disturbing activity** – Clearing, grading, excavating, filling, or other alteration of the earth's surface where natural or human made ground cover is destroyed and that may result in, or contribute to, increased stormwater quantity and/or decreased stormwater quality.
- W. **Stormwater management facility** – A structural or non structural device, basin, infiltration cell, or other system approved by Warren County to collect, convey, and/or manage surface runoff.
- X. **Stormwater Pollution Prevention Plan** – The written document and plans meeting the requirements of these regulations that describes and specifies practices, facilities and improvements to minimize stormwater runoff from a development area, to safely convey or temporarily store and release postdevelopment runoff at a rate that minimizes flooding and stream bank erosion, and protects or improves stormwater quality and stream channels.
- Y. **Stormwater system** – The system or network of storm and surface water management facilities.
- Z. **Watershed** – The drainage area in which a subdivision is located.

**AA. Wetland** – Surface areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas (1987 Corp of Engineers Wetland Delineation Manual).

**SECTION 106            PROHIBITIONS**

- A. No person or entity shall discharge or cause to be discharged any illicit discharge to the stormwater system.
- B. No person or entity shall engage in nonagricultural, earth disturbing activities performed on lands located within Warren County's incorporated areas, and which are lands not subject to the jurisdiction of a state or federal governmental agency which regulates the matters governed by these regulations, when a Stormwater Pollution Prevention Plan is required to be developed and implemented under these regulations; unless a Stormwater Pollution Prevention Plan has been submitted to and approved by the County Engineer for the nonagricultural, earth disturbing activities.
- C. No person or entity shall engage in nonagricultural, earth disturbing activities or install stormwater management facilities or improvements which are inconsistent with the applicable approved Stormwater Pollution Prevention Plan.
- D. No person or entity shall engage in stormwater management practices which are inconsistent with the applicable approved Stormwater Pollution Prevention Plan.

**SECTION 107            ADMINISTRATION**

Unless otherwise provided herein, Warren County designates the County Engineer as its designee for the administration of these regulations.

**Comment [MB1]: See Comment MB3.**

**SECTION 108            COMPLIANCE WITH STATE AND FEDERAL REGULATIONS**

Approvals issued in accordance with these regulations do not relieve the applicant of responsibility for obtaining all other necessary permits and/or approvals from other federal, state, and/or county agencies and other public entities having regulatory jurisdiction. Applicants may be required to show compliance with all applicable regulatory requirements

## SECTION 109

## STORMWATER POLLUTION PREVENTION PLANS

### A. APPLICATION PROCEDURES

1. Pre-Application Meeting. Applicants for permissions granted under these regulations are encouraged to meet with the County Engineer to discuss the proposed project, review the requirements of this and other pertinent regulations, identify unique aspects of the project that must be addressed during the review process, and establish a preliminary review and approval schedule in advance of tendering an application to the County Engineer.
2. Stormwater Pollution Prevention Plan. The applicant shall submit two (2) sets of Stormwater Pollution Prevention Plans and supporting documents to the County in conjunction with the submittal of the final plat, improvement plans, or application for a building, off street parking, or demolition permit for the site.
3. The Stormwater Pollution Prevention Plan shall meet the requirements of these regulations and must be approved by the County Engineer before the applicant performs soil disturbing activities.
4. Review and Comment. The County Engineer shall review the Stormwater Pollution Prevention Plan submitted, and shall either approve the plan or return the plan with comments and recommendations for revisions.
5. Approval Necessary. No person shall begin land clearing and/or soil disturbing activities unless the County Engineer has approved the related Stormwater Pollution Prevention Plan.
6. Valid for One Year. Approvals issued in accordance with these regulations shall be void one (1) year from the date of approval unless soil disturbing activities have commenced.

### B. PLAN DEVELOPMENT

1. These regulations requires that a Stormwater Pollution Prevention Plan be developed and implemented according to the requirements set forth in the most recent version of the Ohio Environmental Protection Agency's General Permit Authorization for Stormwater Discharges Associated with Construction Activity Under the National Pollutant Discharge Elimination System for soil disturbing activities disturbing one or more acres of total land or less than one (1) acre if the disturbing activities are part of a larger common plan of development or redevelopment disturbing one or more acres of total land.
2. Warren County through the office of the County Engineer shall administer these regulations, shall be responsible for determination of compliance with these regulations, and shall issue notices and orders as may be necessary.

C. PLAN CONTENT

1. The applicant shall develop a Stormwater Pollution Prevention Plan describing how the quantity and quality of stormwater will be managed during and after construction is complete.
2. The Stormwater Pollution Prevention Plan shall be prepared by a Professional Engineer and shall include supporting calculations, plan sheets and design details. The Plan will illustrate the type, location, and dimensions of every stormwater management practice incorporated into the site design. The chosen stormwater management practices, facilities and improvements must address runoff within the site as well as flooding that may be caused by the development upstream and downstream of the site. The chosen stormwater management practices, facilities and improvements must also minimize impacts to the physical, chemical, and biological characteristics of onsite and downstream water resources and avoid predictable degradation of water resources.
3. The Stormwater Pollution Prevention Plan shall meet the requirements of the latest edition of Ohio EPA's General Permit Authorization For Stormwater Discharges Associated With Construction Activity Under The National Pollutant Discharge Elimination System and shall provide the following information:
  - a. Plans must include the following notes:
    - i. At the end of construction, all stormwater pipes, basins, channels, etc. shall be cleaned out of all sediment accumulation and restored to the original design as shown per these plans.
    - ii. Forty eight hours prior to any earth disturbance work, the Contractor shall notify Warren County Engineers Office.
    - iii. All mud/dirt tracked onto roads from the site, due to construction, shall be promptly removed at the end of each day.
    - iv. No construction shall commence until all applicable permits have been issued as required.
    - v. Dewatering discharges shall not be directed into Warren County's stormwater system without the prior approval of the County Engineer or his designee.
  - b. Location of all existing easements, covenants and restrictions impacting each stormwater management practice, facility, or improvement must be located on the plan.
4. An Inspection and Maintenance Plan designed to ensure that all pipes and channels built to convey stormwater to the stormwater control facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater discharged from the facility serves its designed purpose through its expected period of use shall be submitted as a standalone document for review and approval by the County Engineer during the Plan approval process. At a minimum, the Inspection and Maintenance Plan shall include a method and frequency

for the following activities:

- a. Inspection of all permanent structures,
  - b. Debris/clogging control through appropriate removal and disposal,
  - c. Vegetation control (mowing, harvesting, eradication of undesirable plants),
  - d. Erosion repair,
  - e. Non-routine maintenance should include pollutant and sediment removal and the "rejuvenation" or replacement of filters and appropriate soils, and
  - f. Disposal of collected pollutants, sediments, and filter media in accordance with local, state, and federal regulations.
5. Inspection and Maintenance Plans shall include language affirming the following:
- a. Warren County has the authority and right to enter upon the development area to conduct inspections as necessary to verify that the stormwater management practices are being maintained and operated in accordance with these regulations.
  - b. Notice that Warren County maintains public records of the results of site inspections for the period of time specified in Warren County's record retention schedule, shall inform the site owner(s) or organization responsible for maintenance (by written notice served on the tax mailing address for the subject land) of the inspection results, and shall specifically indicate any corrective actions required to bring the stormwater practices into proper working condition.
  - c. If Warren County notifies the site owner(s), or other entity responsible for maintenance, of maintenance deficiencies that require correction, the specific corrective actions shall be taken within thirty (30) days of the service of the notice; unless the County Engineer grants an extension of time to complete correcting deficiencies due to the impracticality of completing the correction of deficiencies within thirty (30) days.
6. Calculations required. The applicant shall submit calculations for projected stormwater runoff flows, volumes, and timing into and through all stormwater management facilities for flood control, channel protection, water quality, and the condition of the habitat, stability, and incision of each water resource and its the floodplain, as required in these regulations. These submittals shall be completed for both pre and post-development land use conditions and shall include the underlying assumptions and hydrologic and hydraulic methods and parameters used for these calculations. The applicant shall also include a critical storm determination and demonstrate that the runoff from upper watershed areas have been considered in the calculations. Redevelopment projects shall only submit calculations at the discretion of the County Engineer.
7. The Stormwater Pollution Prevention Plan shall include a time schedule

for completing all elements of the work to construct Stormwater Pollution Prevention Plan facilities and achieve final stabilization.

8. The Stormwater Pollution Prevention Plan shall conform to the performance standards specified in these regulations.

**D. AMENDMENTS TO THE STORMWATER POLLUTION PREVENTION PLAN**

Proposed amendments to an approved Stormwater Pollution Prevention Plan shall be made to the County Engineer within seven (7) working days of the site owner identifying said need. The site owner shall provide the County Engineer with any requested calculations, drawings, or other information requested in order to determine if the proposed amendment satisfies the requirements of this chapter.

**SECTION 110                      STORMWATER PERFORMANCE STANDARDS**

- A. Each Stormwater Pollution Prevention Plan shall include stormwater management facilities for storage, treatment and control, and conveyance; shall be designed to prevent structure flooding during a 100 year, 24 hour storm event; shall maintain predevelopment flow rates and discharge volumes; and shall meet the criteria set forth in these regulations.
- B. Exemption: The site where soil disturbing activities are conducted shall be exempt from the requirements of these regulations if it can be shown to the satisfaction of the County Engineer that the site is part of a larger common plan of development where the stormwater management requirements for the site are provided by an existing stormwater management practice, facility or improvement.
- C. Maintenance: All stormwater management facilities shall be maintained in accordance with the approved Inspection and Maintenance Plans prepared pursuant to these regulations. All stormwater management facilities whether mandated by this ordinance or not shall maintain their facility in accordance with standard best practices or may be declared a public nuisance.
- D. Velocity dissipation: Velocity dissipation devices shall be placed at discharge locations and along the length of any outfall to provide non-erosive flow velocity from the structure to a water resource so that the natural physical and biological characteristics and functions of the water resource are maintained and protected.
- E. Stormwater Quality Control: Criteria applying to all stormwater management facilities.
  1. Each facility shall be designed to facilitate sediment removal, vegetation management, debris control, and other maintenance activities defined in



- the Inspection and Maintenance Plan for the site.
2. Approved practices are listed in the latest edition of the Ohio DNR Rainwater and Land Development Manual. The County Engineer may approve other proposed facilities if the applicant can demonstrate to the County Engineer's satisfaction that these facilities meet the objectives of these regulations.
  3. Additional criteria applying to infiltration facilities:
    - a. The County Engineer may require a soil engineering report to be prepared for the site to demonstrate that a proposed infiltration facility meets these performance standards.
- F. Stormwater Quantity Control: The Stormwater Pollution Prevention Plan shall describe how stormwater quantity control is achieved for each watershed in the development. Calculations shall follow the Critical Storm Methodology as outlined in the Warren County Engineers Stormwater Design Manual.

#### **SECTION 111            MAINTENANCE AND FINAL INSPECTION APPROVAL**

To receive final inspection and a determination by the County Engineer that the approved Stormwater Pollution Prevention Plan and the requirements of these regulations have been complied with in performing a construction project, the following must be completed.

- A. All permanent stormwater management facilities must be installed, free of debris, and made functional per the approved Stormwater Pollution Prevention Plan.
- B. An as-built survey, sealed, signed and dated by a Professional Surveyor and a written certification by a Professional Engineer certifying that permanent stormwater management facilities, as designed and installed, meet the requirements of the approved Stormwater Pollution Prevention Plan shall be delivered to the County Engineer. The as-built survey must provide the location, dimensions, details, volume, and bearing of such facilities. In evaluating this certification, the County Engineer may require the submission of a new set of stormwater calculations if he/she determines that the design was altered materially from the approved Stormwater Pollution Prevention Plan.
- C. A Post-Construction Stormwater Management Requirements form must be completed and submitted to the Warren County Engineer for each post-construction stormwater control feature contained in the approved Stormwater Pollution Prevention Plan.

**SECTION 112**

**VIOLATIONS**

No person shall violate or cause or knowingly permit to be violated any of the provisions of these regulations, or fail to comply with any of such provisions or with any lawful requirements of any public authority made pursuant to these regulations, or knowingly use or cause or permit the use of any lands in violation of these regulations or in violation of any permit granted under these regulations.

**Comment [MB2]:** There is no enforcement provisions in these regulations. IS that the way you want to keep it?

**SECTION 113**

**APPEALS**

- A. Any person aggrieved by requirement, determination, or any other action or inaction by the County Engineer in relation to these regulations may appeal to the court of common pleas.
- B. Such an appeal shall be made in conformity with Chapters 2505 and 2506 of the Ohio Revised Code. Written notice of appeal shall be served on the clerk of the Warren County Board of County Commissioners and the County Engineer.
- C. Appeals shall be filed within thirty days of the decision of the County Engineer.

**Comment [MB3]:** The enabling statute only provides for an appeal to the Court of Common Pleas. Moreover, would you really want an elected/political body like the BOCC to have appellate review authority over something so technical as stormwater calculations, and who may not follow review criteria in its decision making. If you do, then you need to write review criteria and mode the process similar to the process in the Access Management Regulations,