

Resolution

Number 19-1295

Adopted Date October 08, 2019

ACCEPT RESIGNATION OF LISA DABBELT, PROTECTIVE SERVICES CASEWORKER III, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE OCTOBER 15, 2019

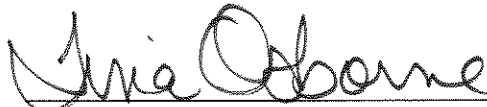
BE IT RESOLVED, to accept the resignation of Lisa Dabbelt, Protective Services Caseworker III, within the Warren County Department of Job and Family Services, Children Services Division, effective October 15, 2019.

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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
L. Dabbelt's Personnel file
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 19-1296

Adopted Date October 08, 2019

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

BE IT RESOLVED, to hire Kyla Russell, 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 October 14, 2019, subject a negative drug screen 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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
Kyla Russel's Personnel file
OMB – Sue Spencer

Resolution

Number 19-1297

Adopted Date October 08, 2019

HIRE KENNETH LOSEKAMP AS AN EMA EMERGENCY PLANS ASSISTANT FOR WARREN COUNTY EMERGENCY SERVICES

WHEREAS, Mr. Losekamp will assist with updating emergency plans; and

BE IT RESOLVED, to approve the hiring of Kenneth Losekamp, for an EMA Emergency Plans Assistant within Warren County Emergency Services, non-exempt status (40 hours per week), \$14.00 per hour, classified, effective October 14, 2019, subject to a negative drug screen and background check (BCI); and

BE IT FURTHER RESOLVED, Mr. Losekamp's employment will end September 25, 2020, or sooner if the project is complete or if his assistance is no longer needed.

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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc:

Emergency Services (file)
K. Losekamp's Personnel file
OMB – Sue Spencer

Resolution

Number 19-1298

Adopted Date October 08, 2019

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR SCOTT DUNNING WITHIN THE WARREN COUNTY DOG AND KENNEL

WHEREAS, Scott Dunning, Deputy Dog Warden within Warren County Dog and Kennel, has successfully completed a 365-day probationary period, effective October 1, 2019; and

NOW THEREFORE BE IT RESOLVED, to approve Scott Dunning's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$15.56 per hour effective pay period beginning October 12, 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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Dog and Kennel (file)
S. Dunning's Personnel File
OMB – Sue Spencer

Resolution

Number 19-1299

Adopted Date October 08, 2019

APPROVE A PAY INCREASE FOR SARAH OLIVER WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this Board adopted Resolution #98-1460, October 8, 1998 adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Sarah Oliver, Emergency Communications Operator within the Warren County Emergency Services, has successfully completed two (2) years of service as an Emergency Communications Operator on October 2, 2019; and

NOW THEREFORE BE IT RESOLVED, to approve Sarah Oliver' pay increase to \$21.78 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning October 10, 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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 19-1300

Adopted Date October 08, 2019

APPROVE A PAY INCREASE FOR HANNAH OBRYAN WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this Board adopted Resolution #98-1460, October 8, 1998 adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Hannah Obryan, Emergency Communications Operator within the Warren County Emergency Services, has successfully completed two (2) years of service as an Emergency Communications Operator on October 2, 2019; and

NOW THEREFORE BE IT RESOLVED, to approve Hannah Obryan's pay increase to \$21.78 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning October 10, 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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Emergency Services (file)
H. Obryan's Personnel File
OMB-Sue Spencer

Resolution

Number 19-1301

Adopted Date October 08, 2019

APPROVE A PAY INCREASE FOR SHELBY DAVIS WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this Board adopted Resolution #98-1460, October 8, 1998 adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Shelby Davis, Emergency Communications Operator within the Warren County Emergency Services, has successfully completed two (2) years of service as an Emergency Communications Operator on October 2, 2019; and

NOW THEREFORE BE IT RESOLVED, to approve Shelby Davis' pay increase to \$21.78 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning October 10, 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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
S. Davis' Personnel File
OMB-Sue Spencer

Resolution

Number 19-1302

Adopted Date October 08, 2019

APPROVE A PAY INCREASE FOR CORTESCIA DAVIS WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this Board adopted Resolution #98-1460, October 8, 1998 adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Cortescia Davis, Emergency Communications Operator within the Warren County Emergency Services, has successfully completed two (2) years of service as an Emergency Communications Operator on October 2, 2019; and


NOW THEREFORE BE IT RESOLVED, to approve Cortescia Davis' pay increase to \$21.78 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning October 10, 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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
C. Davis' Personnel File
OMB-Sue Spencer

Resolution

Number 19-1303

Adopted Date October 08, 2019

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO DOUG INGRAM WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Doug Ingram; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Doug Ingram not to exceed twelve (12) weeks; pending further documentation from Mr. Ingram's physician.

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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
D. Ingram's FMLA file
OMB – Sue Spencer
T. Reier

Resolution

Number 19-1304

Adopted Date October 08, 2019

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO MICHAEL JONES
WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Michael Jones;
and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for
Michael Jones not to exceed twelve (12) weeks; pending further documentation from Mr. Jones'
physician.

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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water and Sewer (file)
M. Jones' FMLA file
OMB – Sue Spencer
T. Reier

Resolution

Number 19-1305

Adopted Date October 08, 2019

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO TIFFANY UNIKA MILLER WITHIN THE OFFICE OF MANAGEMENT OF BUDGET DEPARTMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Tiffany Unika Miller; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Tiffany Unika Miller for an illness not to exceed twelve (12) weeks; pending further documentation from Mrs. Miller's physician.

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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OMB (file)
T. Miller's FMLA file
OMB – Sue Spencer

Resolution

Number 19-1306

Adopted Date October 08, 2019

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO ROBERT REDMON
WITHIN THE DEPARTMENT OF FACILITIES MANAGEMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Robert Redmon; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Robert Redmon not to exceed twelve (12) weeks; pending further documentation from Mr. Redmon's physician.

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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Facilities Management (file)
R. Redmon's FMLA file
OMB – Sue Spencer

Resolution

Number 19-1307

Adopted Date October 08, 2019

ESTABLISH BUDGET STABILIZATION ACCOUNT FROM THE UNENCUMBERED GENERAL FUND CASH BALANCE

WHEREAS, pursuant to ORC 5705.13(A)(1) the Board of County Commissioners may establish, by resolution, a reserve balance account to accumulate money from currently available resources to stabilize budgets against cyclical changes in revenues and expenditures; and

WHEREAS, the total of the reserve balance is not to be greater than one-sixth of the expenditures from the General Fund in 2018; and

WHEREAS, it is recommended by the County Administrator based upon the one-sixth calculation that this Board allocate \$12,000,000 in the General Fund Budget Stabilization Account; and

NOW THEREFORE BE IT RESOLVED, to allocate \$12,000,000, from the current unencumbered General Fund cash balance, to the General Fund Budget Stabilization Account.

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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: Auditor (file) ✓
Commissioners file
T. Zindel
D. Gray ✓

Resolution

Number 19-1308

Adopted Date October 08, 2019

ACCEPT RECOMMENDATION TO NEGOTIATE CONTRACT WITH HORAN ASSOCIATES RELATIVE TO BROKER SERVICES FOR THE WARREN COUNTY HEALTH CARE PLAN COMMENCING JANUARY 1, 2020

WHEREAS, pursuant to Resolution 19-0856 adopted July 9, 2019 this Board authorized a request for proposals for professional broker/consulting services relative to the Warren County Employee Health Care Plan; and

WHEREAS, five (5) proposals were received, and utilizing the published criteria were reviewed and ranked by the designated Selection Committee; accordingly, ranking is as follows: Horan Associates – 93, McGohan Brabender – 92, Marsh & McLennan – 90, Gallagher – 76, Taylor Oswald – 70; and

WHEREAS, based on ranking by the Selection Committee, it is the desire of the Board of County Commissioners to authorize contract negotiations with Horan Associates for the plan year commencing January 1, 2020, and should negotiations fail then the next best ranked firm will be notified for contract negotiations relative to broker services; and

NOW THEREFORE BE IT RESOLVED, to accept the recommendation to negotiate a contract with Horan Associates relative to Broker Services for the Warren County Employee Health Care Plan commencing January 1, 2020; ranking attached hereto.

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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Horan Associates
Bid file
Martin Russell, Deputy County Administrator
Tammy Whitaker, OMB Benefits & Risk Manager

Master

Criteria and Possible Points:	Offeror Marsh	Offeror McGowan	Offeror Gallagher	Offeror Horan
15 – Knowledge of and proximity to Warren County	12	13	9	14
15 – Responses to Questionnaire	15	15	9	13
20 – Thoroughness and Understanding of Scope of Work	18	18	18	19
10 – Related experience with government entities	8	10	7	10
10 – Price Proposal	9	8	7	10
10 – References	9	9	9	9
10 – Comprehensive understanding of health insurance options	10	10	10	10
10 – innovation in providing affordable health care coverage	9	9	7	8
Total out of possible 100 Points:	90	92	76	93

Criteria and Possible Points:	Offeror Taylor	Offeror	Offeror	Offeror
15 – Knowledge of and proximity to Warren County	8			
15 – Responses to Questionnaire	8			
20 – Thoroughness and Understanding of Scope of Work	15			
10 – Related experience with government entities	7			
10 – Price Proposal	6			
10 – References	9			
10 – Comprehensive understanding of health insurance options	10			
10 – innovation in providing affordable health care coverage	7			
Total out of possible 100 Points:	70			

Resolution

Number 19-1309

Adopted Date October 08, 2019

DECLARE VARIOUS ITEMS WITHIN COUNTY COURT, CHILDREN SERVICES, CHILD SUPPORT, ENGINEER'S OFFICE, FACILITIES MANAGEMENT, GRANTS, JUVENILE DETENTION CENTER, SHERIFF'S OFFICE, AND VETERANS OFFICE AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items from County Court, Children Services, Child Support, Engineer's Office, Facilities Management, Grants, Juvenile Detention Center, Sheriff's Office, and Veterans Office in accordance with the Ohio Revised Code; list of said items 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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sr

cc: 2019 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

Warren County Facilities Management

GovDeals #

CCT19109

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

County Court

Date:

Sep 25, 2019

109

3 MONITORS



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2	PELCO	PMC14F	N	BLACK AND WHITE MONITOR
1	PANASONIC	WV-CX1420	?	COLOR MONITOR

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: MELISSA MOUBRAY

Title: COURT ADMINISTRATOR

Phone Number 2411

Location of Item: COUNTY COURT EMPLOYEE ENTRANCE

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals # CHI19001

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Children Services

Date:

Sep 18, 2019

001

2009 DODGE GRAND CARAVAN SE



Select Item Type

Vehicle

Vin #

2D8HN44E69R659156

Title restriction?
 Yes No

Odometer Reading

141061

Yes No Unknown

Year

2009

Make

DODGE

Model

GRAND CARAVAN

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

GREEN

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust Sever dents, Dings
Scratches or Rust

Interior

Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments

2009 DODGE GRAND CARAVAN. 3.6L V6 OHV GASOLINE ENGINE. 4 SPEED AUTOMATIC TRANSMISSION. A/C, POWER WINDOWS, POWER LOCKS, AM/FM CD STOCK RADIO. VEHICLE WAS INVOLVED IN AN ACCIDENT AND WAS CONSIDERED A TOTAL LOSS.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Jenny Carman

Title: Business Manager

Phone Number 513-695-1520

Location of Item: 1433 WEST MAIN STREET LEBANON OHIO 45036. WARREN COUNTY GARAGE.

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

GovDeals # CHI19002

430 South East Street
513-695-1463

Michael D. Shodaan
Director

GovDeals Item Inspection Form

Children Services

Date: Sep 18, 2019

002

2017 FORD FUSION



Select Item Type

Vehicle

Vin # 3FA6POG78HR259748

Title restriction?
 Yes No

Odometer Reading 28481

Accurate?
 Yes No Unknown

Year 2017

Make

FORD

Model FUSION

Does it Start?
 Yes No With Boost

Does it run?
 Yes No

Color WHITE

Exterior Condition?
 Good Minor Dents, Dings
Scratches or rust Sever dents, Dings
Scratches or Rust

Interior
 Cloth Leather Other

Interior Condition?
 Good Fair Poor

Additional Comments

2017 FORD FUSION. 2.5L 4CYL GASOLINE ENGINE. AUTOMATIC TRANSMISSION. A/C, CRUISE CONTROL, TILT STEERING, REMOTE MIRRORS, CLIMATE CONTROL, POWER STEERING, POWER WINDOWS, POWER DOOR LOCKS. VEHICLE WAS IN A COLLISION AND WAS CONSIDERED A TOTAL LOSS. STARTS WITH A BOOST AND CAN DRIVE IN LOT BUT NOT SAFE TO DRIVE ON THE ROAD.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Jenny Carman

Title: Business Manager

Phone Number 513-695-1520

Location of Item: 1433 WEST MAIN STREET LEBANON OHIO 45036. WARREN COUNTY GARAGE.

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

GovDeals #

CSE19002

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

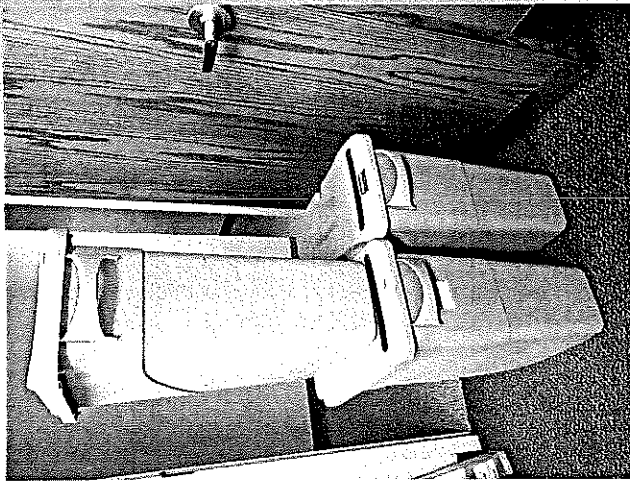
Child Support (CSEA)

Date:

Sep 25, 2019

002

Rubbermaid Shred Boxes



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
3	Rubbermaid			16"x26" boxes, does not come with key

Additional Comments

RUBBERMAID BOXES WERE USED AS FEDERAL TAX INFORMATION SHRED BOXES, LIDS WILL BE UNLOCKED UPON REMOVAL BUT A KEY WILL NOT BE PROVIDED.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Liz Blosser

Title: Tech Support Specialist

Phone Number 513-695-1910

Location of Item: WARREN CO CSEA

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

CSE19003

430 South East Street
513-695-1463

Michael D. Shodaan
Director

GovDeals Item Inspection Form

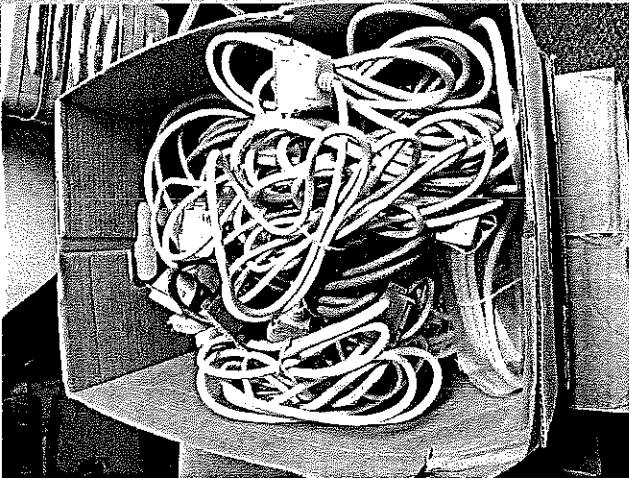
Child Support (CSEA)

Date

Sep 25, 2019

003

Box of 16 Pin Printer Cables



Select Item Type

Single Item

Category

Computers, Parts and Supplies

Brand

Model #

Serial #

Date Removed From Service

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

SOLD AS A LOT, 16 PIN PRINTER CABLES.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Liz Blosser

Title: Tech Support Specialist

Phone Number 513-695-1910

Location of Item: WARREN CO CSEA

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals # CSE19005

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

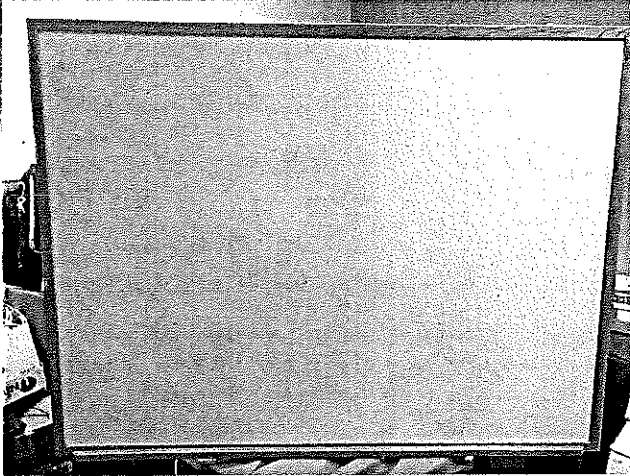
Child Support (CSEA)

Date:

Sep 25, 2019

005

DRY ERASE BOARD



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

48"X36" DRY ERASE WHITE BOARD WITH WOODEN FRAME.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Liz Blosser

Title: Tech Support Specialist

Phone Number 513-695-1910

Location of Item: WARREN CO CSEA

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Child Support (CSEA)

Date:

Sep 30, 2019

007

File Cabinet



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service

Did Item Work When Removed?

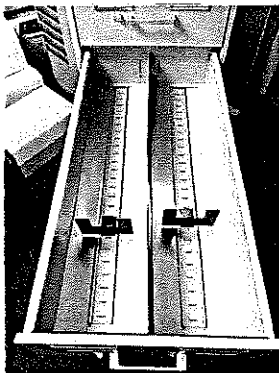
Yes

No

Unknown

Additional Comments

NO KEY - heavy - 8 drawers total, each 5.5" tall. Cabinet 28" deep, 15" wide, 52.5" tall



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Liz Blosser

Title: Tech Support Specialist

Phone Number 513-695-1910

Location of Item: Warren Co. CSEA

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

CSE19008

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Child Support (CSEA)

Date:

Sep 30, 2019

008

Swivel Display Tower



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

14" wide, 67" tall (including 2" base). 23 slots per side (all 4 sides), each slot 10" wide.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Liz Blosser

Title: Tech Support Specialist

Phone Number 513-695-1910

Location of Item: Warren Co. CSEA

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

GovDeals # CSE19009

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Child Support (CSEA)

Date:

Sep 30, 2019

009

Wood / Metal Desk with Wheels



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service

Did Item Work When Removed?

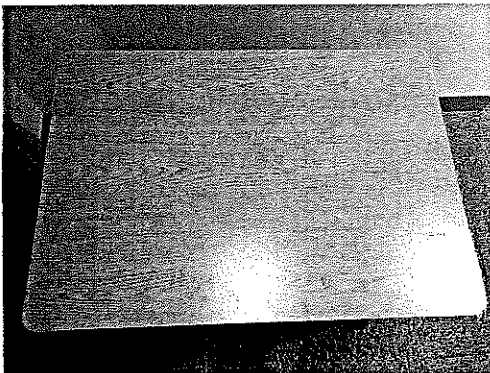
Yes

No

Unknown

Additional Comments

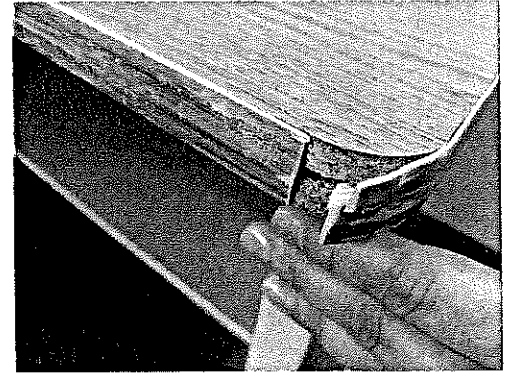
30" wide, 21" deep, 26" tall - all wheels functioning.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Liz Blosser

Title: Tech Support Specialist

Phone Number 513-695-1910

Location of Item: Warren Co. CSEA

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

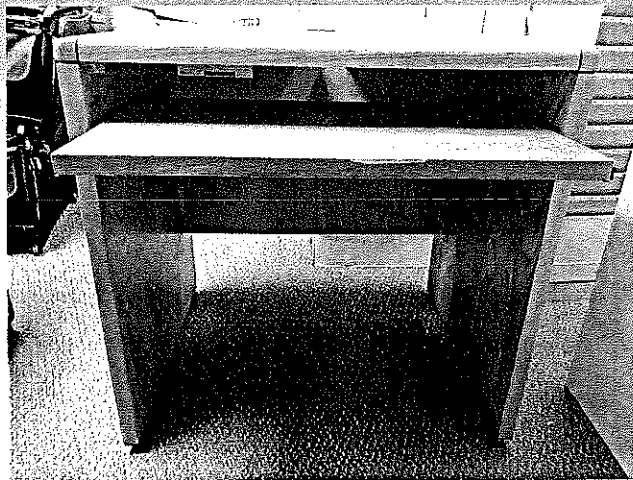
Child Support (CSEA)

Date:

Sep 30, 2019

010

Solid Wood Desk with Sliding Keyboard Tray



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service

Did Item Work When Removed?

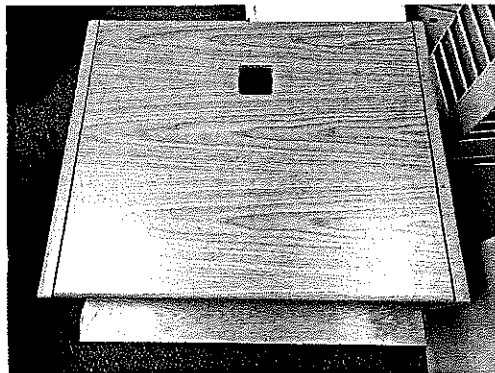
Yes

No

Unknown

Additional Comments

Heavy solid wood desk. 30" wide, 24" deep, 29.5" tall



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Liz Blosser

Title: Tech Support Specialist

Phone Number 513-695-1910

Location of Item: Warren County CSEA

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

ENG19005

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Engineer

Date:

Sep 9, 2019

005

1998 Mack Truck



Select Item Type

Vehicle

Vin #

1M2P331C5WM001043

Title restriction?

 Yes No

Odometer Reading

102,007

 Yes

Accurate?

 No Unknown

Year

1998

Make

Model

RD-694S

Does it Start?

 Yes No With Boost

Does it run?

 Yes No

Color

White

Exterior Condition?

 Good Minor Dents, Dings
Scratches or rust Several dents, Dings
Scratches or Rust

Interior

 Cloth Leather Other

Interior Condition?

 Good Fair Poor

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: DaWayne Hundley

Title: Garage Foreman

Phone Number 513-695-3333

Location of Item: Warren County Highway Garage 105 Markey Road Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).

Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Engineer

Date:

Sep 20, 2019

006

Xerox 6180MFP



Select Item Type

Single Item

Category

Computers, Parts and Supplies

Brand

Xerox

Model #

6180

Serial #

SGNX215404

Date Removed From Service

8/16/18

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(1) Xerox model 6180MFP printer, scanner, copier & fax machine. Unit was operational when removed from service.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Jeff Pendleton

Title: Asst. Bridge Design

Phone Number 513.695.3311

Location of Item: Warren County Engineer's Office, 210 W. Main St., Lebanon OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals # FAC19046

430 South East Street
513-695-1463

Michael D. Shadoon
Director

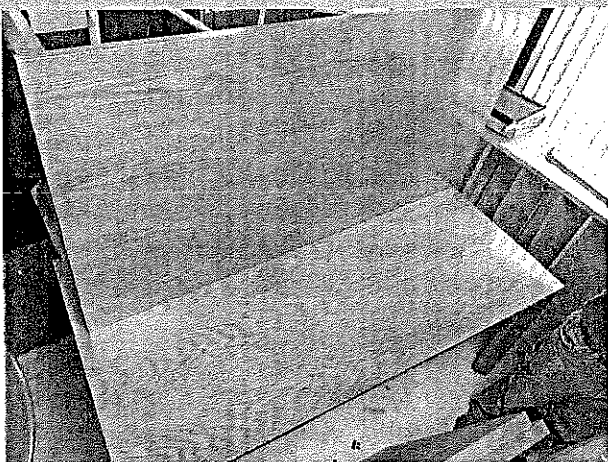
GovDeals Item Inspection Form

Facilities Management

Date: Sep 26, 2019

046

TWO TABLES



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2	UNK	UNK	Y	TWO OAK TABLES

Additional Comments

THE TABLES WERE IN GOOD CONDITION WHEN REMOVED FROM SERVICE, THEY WERE USED IN THE COURTROOM FOR ATTORNEY TABLES.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: SAM ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 500 JUSTICE DRIVE, LEBANON, OH 45036- STORAGE BEHIND SHERIFF'S OFFICE.

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

GovDeals # GRA19001

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

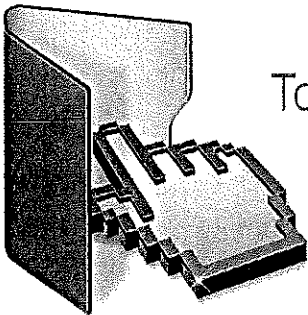
Grants

Date:

Sep 19, 2019

001

2014 FORD CHAMPIONE 350 LIGHT TRANSIT BUS



Click Here
To Upload Your
First Image

Select Item Type

Vehicle

Vin #

IFDEE3FL7EDA65949

Title restriction?
 Yes No

Odometer Reading

116,753

Yes No Unknown

Year

2014

Make

FORD

Model

CHAMPIONE

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

WHITE

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust

Sever dents, Dings
Scratches or Rust

Interior

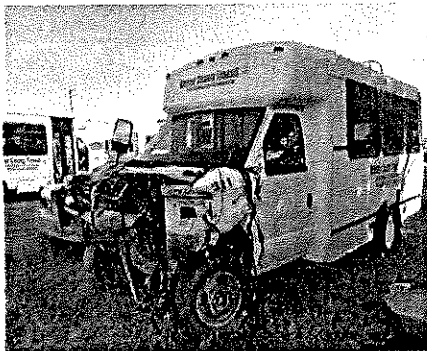
Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments

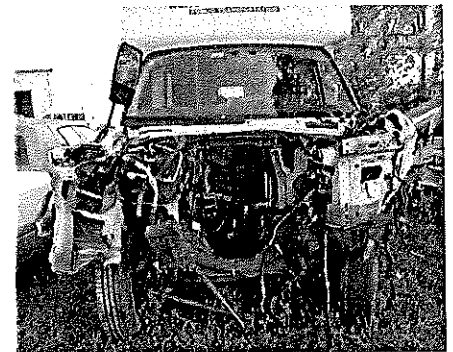
Bus was involved in accident. Most parts have been removed including: engine, transmission, wheelchair lift, fuel pump module, etc.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Susanne Mason

Title: Director, Grants Admin

Phone Number 513-695-1210

Location of Item: 220 Senate Drive, Monroe, Ohio 45050

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Juvenile

Date:

Sep 22, 2019

013

Cube Storage System



Select Item Type

Single Item

Category

Displays and Exhibit Stands

Brand

Model #

Serial #

Date Removed From Service

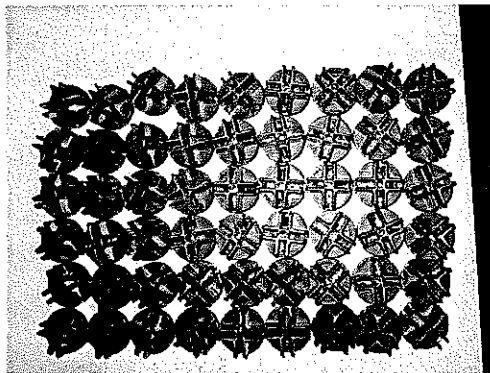
5/1/19

Did Item Work When Removed?

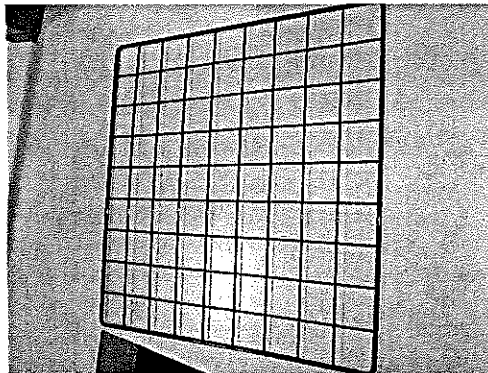
 Yes No Unknown

Additional Comments

Consists of (63) 14" X 14" Grids and (54) Connectors all within the storage bin. The connectors fasten the grids side by side and/or at angles. Was used as cubicles in a classroom setting.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals # SHF19109

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff _____ Date: **Oct 1, 2019** _____ 109

2013 CHEVROLET CAPRICE PPV



Select Item Type

Vin # Title restriction? Yes No

Odometer Reading Accurate? No Unknown

Year Make

Model Does it Start? Yes No With Boost Does it run? Yes No

Color Exterior Condition? Good Minor Dents, Dings Scratches or rust Sever dents, Dings Scratches or Rust

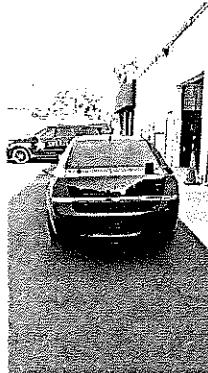
Interior Cloth Leather Other Interior Condition? Good Fair Poor

Additional Comments

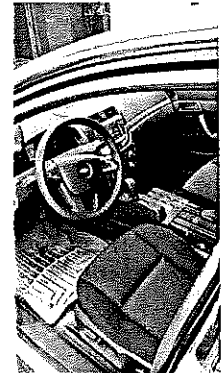
2013 CHEVROLET CAPRICE PPV. 6.0L GASOLINE V8 ENGINE. 6 SPEED AUTOMATIC TRANSMISSION. A/C, STOCK RADIO, CRUISE CONTROL, TILT STEERING, REMOTE MIRRORS, POWER STEERING, POWER WINDOWS, POWER LOCKS. HAS A "LIFTER" TICKING ENGINE NOISE AND A LOUD EXHAUST LEAK FROM THE MIDDLE OF THE VEHICLE.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal

Phone Number x1285

Location of Item: 1433 WEST MAIN STREET LEBANON OHIO 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

SHF19110

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff

Date:

Oct 1, 2019

110

2009 FORD CROWN VICTORIA



Select Item Type

Vehicle

Vin #

2FAHP71V09X138014

Title restriction?

Yes No

Odometer Reading

107795

Accurate?

Yes No Unknown

Year

2009

Make

FORD

Model

CROWN VICTORIA

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

BLACK

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust Sever dents, Dings
Scratches or Rust

Interior

Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments

4.6L V8 GAS ENGINE, AUTOMATIC TRANSMISSION, REAR WHEEL DRIVE, GREY INTERIOR, STOCK AM/FM RADIO, AC, TILT STEERING, REMOTE MIRRORS, POWER STEERING, POWER WINDOWS, POWER LOCKS. VEHICLE REMOVED DUE TO HIGH MILEAGE AND RUST. VEHICLE HAS A VERY LOUD BELT SQUEAL.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal

Phone Number x1285

Location of Item: 1433 WEST MAIN STREET LEBANON OHIO 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals # VET19001

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Veterans

Date:

Sep 26, 2019

001

2010 CHRYSLER TOWN AND COUNTRY



Select Item Type

Vehicle

Vin #

2A4RR5D14AR430824

Title restriction?
 Yes No

Odometer Reading

121924

Accurate?
 Yes No Unknown

Year

2010

Make

CHRYSLER

Model

TOWN AND COUNTRY

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

RED

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust Sever dents, Dings
Scratches or Rust

Interior

Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments

2010 CHRYSLER TOWN AND COUNTRY. 3.8L V6 GASOLINE ENGINE. AUTOMATIC TRANSMISSION. A/C, CRUISE CONTROL, TILT STEERING, REMOTE MIRRORS, POWER STEERING, POWER WINDOWS, POWER DOOR LOCKS, POWER SEATS. VEHICLE WAS IN COLLISION AND WAS CONSIDERED A TOTAL LOSS. CAN BE JUMP STARTED AND DRIVEN BARELY IN LOT TO LOAD ON A TRAILER. CANNOT BE DRIVEN OUT OF THE LOT.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name:

Title:

Phone Number

Location of Item: 1433 WEST MAIN STREET LEBANON OHIO 45036. WARREN COUNTY GARAGE.

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Resolution

Number 19-1310

Adopted Date October 08, 2019

ISSUE REQUEST FOR QUALIFICATIONS FOR PAINTING INSPECTION SERVICES FOR THE WARREN COUNTY 3.0 MILLION GALLON SNIDER ROAD ELEVATED WATER STORAGE TANK

WHEREAS, it is necessary to procure professional inspection services during the cleaning, surface preparation, and painting of the County's 3.0 million gallon composite style elevated water storage tank located at the intersection of Snider and Socialville-Foster Roads; and

WHEREAS, Section 153.65-71 of the Ohio Revised Code identifies the requirements and procedures for procuring the services of professional firms for the aforesated project; and

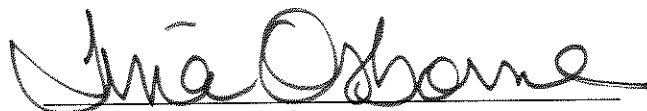
NOW THEREFORE BE IT RESOLVED that the Sanitary Engineer is hereby authorized and directed to issue a public notice for the procurement of engineering service for the aforesated project in accordance with applicable sections of the Ohio Revised Code.

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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
Bid file
Project File

Resolution

Number 19-1311

Adopted Date October 08, 2019

APPOINT COMMITTEE TO REVIEW QUALIFICATIONS FOR THE PROCUREMENT OF PAINTING INSPECTION SERVICES FOR THE SNIDER ROAD 3.0 MILLION GALLON ELEVATED WATER STORAGE TANK

WHEREAS, Sections 153.65-71 of the Ohio Revised Code identifies the requirements and procedures for procuring the services of a consulting engineering firm for the development of studies, plans, specifications, and bid documents; and

WHEREAS, with the adoption of Resolution #19-1310 on October 08, 2019 the Warren County Board of County Commissioners approved the issuance of a request for qualifications to interested firms for painting inspection services of the County's 3.0 million gallon elevated water storage tank located at Snider and Socialville-Foster Roads; and

WHEREAS, the County Sanitary Engineer requests this board appoint a committee comprised of three (3) to five (5) members to review the submittals, with the size of committee to be determined based on the availability of the members; and

WHEREAS; the County Sanitary Engineer recommends said committee be comprised of the Superintendent of Water Treatment, the Chief Water Operators, Deputy Sanitary Engineer, Sanitary Engineer, and Water & Sewer Staff Engineer; and

WHEREAS, the committee will evaluate the submittals and present recommendations to the Warren County Board of Commissioners at its conclusion, in accordance with the process outlined in the published Request for Qualifications; and

NOW THEREFORE BE IT RESOLVED, to appoint the committee to review the qualifications for the procurement of professional inspection services related to the painting of the County's elevated water storage tank at Snider and Socialville-Fosters Road.

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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
Project File
Bid file

Resolution

Number 19-1312

Adopted Date October 08, 2019

APPROVE CHANGE ORDER NO. 3 TO THE CONTRACT WITH LAYNE CHRISTENSEN COMPANY FOR THE CONSTRUCTION OF THE RAR WATER TREATMENT PLANT FILTER REHABILITATION PROJECT, PURCHASE ORDER NO. 19000245

WHEREAS, this Board, on February 26, 2019, entered into a Contract with Layne Christensen Company for the construction of the RAR Water Treatment Plant Filter Rehabilitation Project; and

WHEREAS, through the course of emptying and removing media from Filters 1-3, solidified media was discovered on the walls of the tanks; and

WHEREAS, the removal of this additional solidified media was outside of the original scope of work; and

WHEREAS, a Purchase Order Increase is necessary in order to accommodate said change; and

NOW THEREFORE IT BE RESOLVED:

1. Approve Change Order No. 3 to the Contract with Layne Christensen Company increasing Purchase Order No. 19000245 by \$27,279.68 and creating a new Contract and Purchase Order price in the amount of \$695,623.88.
2. By said Change Order, attached hereto and made part thereof, all costs and work associated with the change shall be added to the Contract.
3. That this Board execute and sign Change Order No.3 of the Contract with Layne Christensen Company for the construction of the RAR Water Treatment Plant Filter Rehabilitation 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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ✓
c/a—Layne Christensen Co.
Water/Sewer (file)
Project File



Warren County
Water & Sewer Dept.

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

CHANGE ORDER

DATE: September 26, 2019

Change Order Number 3

Project Name: RAR Water Treatment Plant Filter Rehabilitation Project

Item	Description	ADDITIONS	DELETIONS
4	Removal of additional solidified filter media	\$27,279.68	
Sums of the ADDITIONS & DELETIONS		\$27,279.68	
TOTALS FOR THIS CHANGE ORDER		27,279.68	

Purpose of the Change Order: Additional labor and costs associated with removing compacted media from filter tank wall, which was outside of the original scope for this project.

Attachments:

Quote from S4 Water and Layne Christensen Company for requested work.
Response Letter to Layne Christensen Company.

Original contract price \$669,500 .
Current contract price adjusted by previous change orders \$668,344.20 .
The Contract price due to this change order will be increased/decreased.
The New contract price including this change order will be \$695,623.88.

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

Domini Williams 9-26-19
Contractor's Signature Date

Recommended By:
Chay Brantley 10/1/19
Warren Sanitary Engineer Date

[Signature] 10/8/19
Warren County Commissioner Date

[Signature] 10/8/19
Warren County Commissioner Date

[Signature] 10/8/19
Warren County Commissioner Date

Gilbert, Kathryn

From: Williams, Donnie [Donnie.Williams@gcinc.com]
Sent: Monday, September 23, 2019 12:40 PM
To: Gilbert, Kathryn
Subject: Warren Co OH - Change Order #1 Details
Attachments: Change Order Detailed 09.20.19.pdf

Importance: High

Categories: RAR Filter Rehab Project

Attached is S4's CO breakdown. We can discuss on our phone call today.

Thanks,

Donnie Williams

Sr. Project Manager
Water Resources Division

4520 N. State Rd. 37
Orleans, IN 47452

Direct: 812-865-3232 | **Cell:** 502-523-9339

Email: donnie.williams@gcinc.com

www.graniteconstruction.com



S4 Water Sales and Service, LLC
 RAR Water Treatment Plant Filter Rehabilitation
 Details for Change Order Number 1 – Filters 1 thru 3

	Hours	Work Description
Week 1	184.00	Media Removal
Week 2	237.75	Media Removal
Week 3	105.00	Media Removal
Week 4	69.00	Media Removal
Week 5	112.00	Media Removal
Week 6	150.75	Media Removal
Week 7	70.50	Nozzle Removal
Week 8	114.00	Nozzle Removal
Week 9	72.00	Nozzle Removal
Week 10	130.00	Nozzle Removal
Week 11	68.00	Nozzle Removal/Install
Week 12	138.00	Nozzle Removal/Install
Week 13	129.00	Nozzle Removal/Install & Media
Week 14	150.75	Nozzle Removal/Install & Media

1,730.75 hours

Expected labor for Filters 1 -3

Media Removal – 480 hours	\$18,643.20
Nozzle Removal/Install – 360 hours	\$13,982.40
Media Installation – 160 hours	\$6,214.40
	\$38,840.00

Actual Labor for Filters 1 - 3

Weeks 1-3: 526.75 @ \$37.89/hour	\$19,958.56
Weeks 4-14: 1,204 @ \$38.84/hour	\$46,763.36
	\$66,721.92

Additional unexpected labor for Filters 1 -3

Media Removal – 378.50 hours	\$14,700.94
Nozzle Removal/Install – 352.25 hours	\$13,681.39
	\$28,382.33
Difference due to rate change mid project	\$500.41

Mobilizations – Fuel, hotel, food, etc		
8 additional weeks	\$1,931.00 / week	\$15,448.00

Equipment / Supplies – jack hammers, forklifts, rolloffs, chemicals, etc		
	Expected	\$4,000.00
	Actual	\$13,757.91
	Difference	(\$9,757.91)

Grand Total - \$53,588.24 of costs only

**WARREN COUNTY
WATER & SEWER DEPARTMENT**

**CHRIS G. BRAUSCH, P.E.
COUNTY SANITARY ENGINEER**

September 25, 2019

Donnie Williams
Layne, A Granite Company
4520 N. State Rd. 37
Orleans, IN 47452

Re: Change Order Request – RAR Filter Rehab Project

Dear Donnie,

Warren County views the additional labor required for removal of solidified media on the filter walls as outside of the original scope of the project and will compensate the Contractor for this time. After reviewing the Change Order Request we found that some of the hours don't match what is reported on the Certified Payroll sheets, see the table below.

Certified Payroll			Change Order	
Week Ending	Hours	Hours to Date	Week	Hours
5/11/2019	64.25	64.25	Week 1	184
5/18/2019	165.75	230	Week 2	237.75
5/25/2019	0	230		
6/1/2019	105	335	Week 3	105
6/8/2019	54	389	Week 4	69
6/15/2019	112	501	Week 5	112
6/22/2019	78.75	579.75	Week 6	150.75
6/29/2019	70.5	650.25	Week 7	70.5
7/6/2019	0	650.25		
7/13/2019	114	764.25	Week 8	114
7/20/2019	72	836.25	Week 9	72
7/27/2019	130	966.25	Week 10	130
8/3/2019	68	1034.25	Week 11	68
8/10/2019	138	1172.25	Week 12	138
8/17/2019	129	1301.25	Week 13	129
8/24/2019	150.75	1452	Week 14	150.75
Total	1452		Total	1730.75
Additional Hours	452		Additional Hours	730.75

**WARREN COUNTY
WATER & SEWER DEPARTMENT**

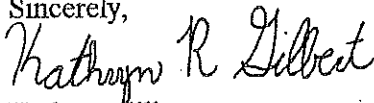
**CHRIS G. BRAUSCH, P.E.
COUNTY SANITARY ENGINEER**

The County is willing to pay the prevailing wage rate (\$38.84/hour) for the 452 hours of additional labor, half of the Mobilization costs (the anticipated 1,000 hours of work was not exceeded until week 11 based on payroll), and \$2,000 of the equipment costs. The cost breakdown is given below:

Item	Description	Quantity	Units	Unit Cost	Cost
1	Additional Labor	452	Hours	\$ 38.84	\$ 17,555.68
2	Additional Mobilizations	4	Each	\$ 1,931.00	\$ 7,724.00
3	Equipment	1	LS	\$ 2,000.00	\$ 2,000.00
				Total	\$ 27,279.68

I will pull together the official change order paperwork and send it over if you are in agreement. Let me know if you have any questions or comments.

Sincerely,



Kathryn Gilbert
Staff Engineer

Resolution

Number 19-1313

Adopted Date October 08, 2019

AUTHORIZE AMENDMENT NO. 4 TO THE ENGINEERING AGREEMENT WITH JACOBS ENGINEERING GROUP, INC., INCREASING PURCHASE ORDER NO. 21277 FOR THE WAYNESVILLE REGIONAL WASTEWATER IMPROVEMENTS PROJECT, SUBFUND NO. 3380

WHEREAS, Warren County and Jacobs Engineering Group, Inc. entered into an Engineering Agreement on March 14, 2017 for professional engineering services for the preparation of construction drawings, contract documents and specifications, inspection, technical and surveying services during the design and construction of the Waynesville Regional Wastewater Treatment Plant Improvements Project; and

WHEREAS, it is the desire of this Board to amend said Engineering Agreement to allow for additional professional engineering services including the preparation of design drawings for the automated control of the sludge/scum transfer pumps and assistance with the control panel factory acceptance tests; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 4 increasing Purchase Order No. 21277 to Jacobs Engineering Group, Inc. in the amount of \$12,541 creating a new contract price of \$1,148,668. Said Amendment, attached hereto and made a part hereof, shall be subject to the following conditions:

1. The scope of services shall be as stipulated in the "Proposal for Additional Engineering Services – Controls and FAT" document submitted to Warren County on September 5, 2019 by Jacobs and attached hereto and made a part hereof.
2. Compensation for the additional services shall be in accordance with the March 14, 2017 Engineering Contract, with total additional compensation not to exceed \$12,541.

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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
C/A—Jacobs Engineering Group, Inc.
Water/Sewer (file)
Project file

**AMENDMENT NO. 4
ENGINEERING AGREEMENT**

THIS AMENDMENT NO. 4, is effective on the date last executed by the Parties hereto, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of WARREN COUNTY, OHIO (hereinafter "COUNTY") and Jacobs Engineering Group, Inc., 1880 Waycross Road, Cincinnati, Ohio 45240 (hereinafter "CONSULTANT").

WHEREAS, Warren County and Jacobs Engineering Group, Inc. entered into an Engineering Agreement on March 14, 2017 for professional engineering services for the preparation of construction drawings, contract documents and specifications, inspection, technical and surveying services during the design and construction of the Waynesville Regional Wastewater Treatment Plant Improvements Project; and

WHEREAS, additional services related to the original project were determined to be necessary or beneficial to the COUNTY and were identified as Supplemental Services by said Agreement; and

WHEREAS, it is the desire of this Board to amend said Engineering Agreement to allow for additional professional engineering services including the preparation of design drawings for the automated control of the sludge/scum transfer pumps and assistance with the control panel factory acceptance tests; and

NOW, THEREFORE, IT IS AGREED by and between the COUNTY and the CONSULTANT that the Waynesville Regional Wastewater Treatment Plant Project Agreement is hereby amended as follows:

SCOPE OF SERVICES

The contractual scope shall be modified as identified in the CONSULTANT's letter dated, September 23, 2019, attached hereto and made a part hereof.

COUNTY RESPONSIBILITIES

The COUNTY shall supply the following data/additional services to the CONSULTANT:

1. Provide full information as to the requirements of the project.
2. Assist CONSULTANT by placing at their disposal all available information pertinent to the project.
3. Examine all studies, reports, sketches, drawings, proposals and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the service of the CONSULTANT.

AUTHORIZE AMENDMENT NO. 4 TO THE ENGINEERING AGREEMENT WITH JACOBS ENGINEERING GROUP, INC., INCREASING PURCHASE ORDER NO. 21277 FOR THE WAYNESVILLE REGIONAL WASTEWATER IMPROVEMENTS PROJECT, SUBFUND NO. 3380

WHEREAS, Warren County and Jacobs Engineering Group, Inc. entered into an Engineering Agreement on March 14, 2017 for professional engineering services for the preparation of construction drawings, contract documents and specifications, inspection, technical and surveying services during the design and construction of the Waynesville Regional Wastewater Treatment Plant Improvements Project; and

WHEREAS, it is the desire of this Board to amend said Engineering Agreement to allow for additional professional engineering services including the preparation of design drawings for the automated control of the sludge/scum transfer pumps and assistance with the control panel factory acceptance tests; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 4 increasing Purchase Order No. 21277 to Jacobs Engineering Group, Inc. in the amount of \$12,541 creating a new contract price of \$1,148,668. Said Amendment, attached hereto and made a part hereof, shall be subject to the following conditions:

1. The scope of services shall be as stipulated in the "Proposal for Additional Engineering Services – Controls and FAT" document submitted to Warren County on September 23, 2019 by Jacobs and attached hereto and made a part hereof.
2. Compensation for the additional services shall be in accordance with the March 14, 2017 Engineering Contract, with total additional compensation not to exceed \$12,541.

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

Resolution adopted this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: OMB
Auditor _____
Water/Sewer (File) _____
Project File
C/A – Jacobs

CONSULTANT:

IN EXECUTION WHEREOF, Jacobs Engineering Group, Inc., has caused this Agreement to be executed by Robert J. Cook, Manager of Projects, on the date stated, pursuant to proof of signature authority.

JACOBS ENGINEERING GROUP, Inc.

SIGNATURE: 

NAME: Robert J. Cook

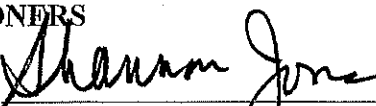
TITLE: Manager of Projects

DATE: 9/27/2019

COUNTY:

IN EXECUTION WHEREOF, the Warren County Board of Commissioners has caused this Agreement to be executed by Shannon Jones, its President on the date stated below, pursuant to Board Resolution No. 19-1313, dated 10/8/19.

WARREN COUNTY BOARD OF COMMISSIONERS

SIGNATURE: 


NAME: Shannon Jones

TITLE: President

DATE: 10/8/19

Approved as to form:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO


By: Adam Nice, Asst. Prosecutor

SCHEDULE

The CONSULTANT'S additional services shall commence upon the execution of the Amendment by both the CONSULTANT and the COUNTY. All tasks shall be completed in accordance with the March 17, 2017 Agreement.

COMPENSATION

1. The CONSULTANT's fee for all services performed pursuant to this Amendment shall be on a "hourly cost-times-factor" basis for all labor incurred by the CONSULTANT, in accordance with the March 14, 2017 Agreement.
2. Based on the scope of work as described herein, total compensation for all services performed under this Amendment, and all direct reimbursable costs, shall not exceed \$12,541.
3. Payment of compensation shall be made to the CONSULTANT within thirty (30) days after the receipt of an invoice from the CONSULTANT.

TERMS & CONDITIONS

Except as provided herein, the terms and conditions of the March 14, 2017 Engineering Agreement shall remain binding and in force and effect in all other aspects, and incorporated as if fully re-written herein.

[the remainder of this page is intentionally left blank]



1880 Waycross Road
Cincinnati, Ohio 45240

September 23, 2019

Mr. Chris Brausch, P.E.
Warren County Water & Sewer Department
406 Justice Drive
Lebanon, OH 45036

Subject: Proposal for Additional Engineering Services—Controls and FAT
Waynesville Regional WWTP Improvements

Dear Mr. Brausch:

Pursuant to your request, Jacobs is pleased to offer this letter proposal for additional engineering services to the Warren County Water & Sewer Department (WCWS). These engineering services include additional control and Mark Landin's (Jacobs) attendance at the Factory Acceptance Testing (FAT) as described below.

Sludge Transfer Pump Controls

The scum and floatables from the clarifiers are now conveyed by gravity to the contact stabilization wet well. The sludge transfer pumps used to empty the wet well are currently manually controlled. WCWS desires to have automatic level control using pressure transducers.

Influent and Effluent Composite Sampler Controls

The influent and effluent composite samplers need to be flow paced in accordance with the NPDES permit. Analog flow signals need to be conveyed to the samplers to allow flow pacing.

These items were not requested to be automated as part of the original scope discussions. For this additional control work, we anticipate four (4) revised I&C drawings and two (2) new I&C drawings. Two new SCADA screens are anticipated. Two (2) Pressure Transducer/Transmitters need to be specified. A new or revised Electrical drawing is required for the sludge transfer pumps (control wiring).

There are also revisions to the following deliverables:

- I&C Scope of Work
- Automation Scope of Work
- I/O Listing
- Instrument Schedule
- PLC Programming

FAT Attendance

The "FAT Observation" allowance per specification section 01 22 00B2, D.3 is "for Owner and/or Owner's designated representative for travel and labor expenses to witness the Factory Acceptance Testing (FAT) of panels constructed for this project...." Mark Landin will act as the Owner's designated representative



for this testing. These expenses should be charged to the allowance funds under the County's contract with Building Crafts, Inc. (BCI). It is not anticipated that the remainder of the allowance will be used, and the County can execute a deduct change order with BCI to offset the majority of engineering fee for the additional control work. At the time of the original contract it was unknown that Jacobs would act as Owner's designated representative for the FAT.

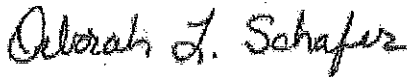
To provide these additional services, the estimated fee increase to our existing Waynesville WWTP engineering contract is as follows:

Description	Estimated Labor Hours	Estimated Fee
Additional Controls	80	\$10,962
FAT Attendance	10	\$1,579
Total	90	\$12,541

The additional control services will be provided by Jacobs upon approval of an amendment to the current contract. We appreciate the opportunity to submit our proposal for this project amendment and look forward to continuing our work on this project. Please contact me with any questions.

Sincerely,

Jacobs Engineering Group Inc.



Deborah L. Schafer, P.E.
Project Manager

Resolution

Number 19-1314

Adopted Date October 08, 2019

ENTER INTO A CONSULTING SERVICES CONTRACT WITH STRAND ASSOCIATES, INC. FOR STORMWATER SUPPORT SERVICES ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to enter into a Stormwater Support Services contract with Strand Associates, Inc., 615 Elsinore Place, Suite 320, Cincinnati, OH 45202, 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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Strand Associates, Inc.
Engineer (file)



October 2, 2019

Board of County Commissioners
Warren County
406 Justice Drive
Lebanon, Ohio 45036

Dear Board of County Commissioners:

We have received Statements of Qualifications per the ORC the Consulting Contract for Engineering Design Services for our NPDES Stormwater co-permittees. We have ranked the consultants as follows:

1. Strand Associates
2. FTCH, Inc.
3. EMH&T

Thus, we negotiated with Strand Associates and have reached an acceptable contract price for the professional services.

Should you have any questions or require additional information concerning this project, feel free to call.

Sincerely,

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

c: file

WARREN COUNTY ENGINEER'S OFFICE

ADMINISTRATION and ENGINEERING
210 W Main St. Lebanon, OH 45036
Telephone (513) 695-3301 Fax (513) 695-7714

HIGHWAY MAINTENANCE, PERMITS, and INSPECTION
105 Markey Rd. Lebanon, OH 45036
Telephone (513) 695-3336 Fax (513) 695-3323

**CONSULTING SERVICES CONTRACT FOR
ENGINEERING DESIGN SERVICES
STORMWATER SUPPORT SERVICES**

THIS IS AN AGREEMENT, made as of the date stated below, between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Strand Associates, Inc., 615 Elsinore Place, Suite 320, Cincinnati, Ohio 45202, a Corporation organized, duly licensed and existing under the laws of the State of Ohio, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER requires assistance with stormwater regulation updates hereinafter referred to as the PROJECT. In order to proceed with the PROJECT, Stormwater Engineering Services must be completed, which are part of services to be provided by ENGINEER.

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

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

SECTION 1 - BASIC SERVICES OF ENGINEER

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

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services, which are not considered normal or customary Basic Services. Such services are set forth in Exhibit 1, and identified as "if authorized" services.

SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES

COUNTY ENGINEER shall:

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

SECTION 4 - PERIOD OF SERVICE

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

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

- 5.1.1.1 The ENGINEER agrees to provide the Basic Services set forth in Section 1 hereof to the COUNTY ENGINEER for the PROJECT, for a **lump sum fee of \$28,000.**

5.2 Times of Payments

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

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

5.3 Other Provisions Concerning Payments

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

532 Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

5.4 Definitions

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination

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

6.2 Reuse of Documents

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

6.3 Controlling Law and Venue

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

6.4 Successors and Assigns

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

6.5 Modification or Amendment

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

6.6 Construction

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

6.7 Waiver

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

6.8 Relationship of Parties

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

6.9 Parties

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

6.10 Headings

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

6.11 Notices

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

TO: Warren County Commissioners Attn. Tiffany Zindel, County Administrator 406 Justice Drive Lebanon, Ohio 45036 Ph. 513-695-1250	Warren County Engineer's Office Attn. Neil F. Tunison, County Engineer 210 W Main Street Lebanon, Ohio 45036 Ph. 513-695-3309
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Strand Associates, Inc.
Attn: Kelly Kuhbender, P.E.
615 Elsinore Place, Suite 320
Cincinnati, OH 45202
Ph. 513-861-5600

6.12 Insurance

ENGINEER shall carry comprehensive general and professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. ENGINEER further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, ENGINEER shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Contract. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage, which further requires and provides for thirty (30) days written notice of cancellation or non-renewal to COUNTY ENGINEER. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

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

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

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

Exhibit 1

SECTION 8 - ENTIRE AGREEMENT

This Agreement, together with the Exhibit and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibit and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

SECTION 9 - INDEMNIFICATION

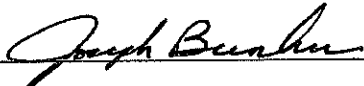
ENGINEER will defend, indemnify, protect, and save OWNER and COUNTY ENGINEER from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by ENGINEER,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

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SECTION 10 - EXECUTION

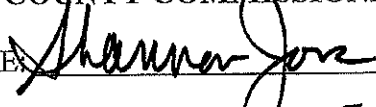
ENGINEER:

IN EXECUTION WHEREOF, Strand Associates, Inc., a Wisconsin corporation for profit, has caused this Agreement to be executed on the date stated below by Joseph M. Bunker, whose title is Corporate Secretary, pursuant to a corporate Resolution authorizing such act.

SIGNATURE: 
PRINTED NAME: Joseph Bunker
TITLE: Corporate Secretary
DATE: 9/10/19

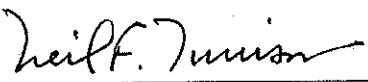
IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by Shannon Jones, its President, pursuant to Resolution No. 19-1314 dated 10/8/19.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 
PRINTED NAME: Shannon Jones
TITLE: President
DATE: 10/8/19


RECOMMENDED BY:

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

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

APPROVED AS TO FORM:

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

By: 
Assistant Prosecuting Attorney



Strand Associates, Inc.
615 Eldridge Place, Suite 320
Cincinnati, OH 45202
(P) 513-861-5600
(F) 513-861-5601

September 5, 2019

Mr. Neil F. Tunison, P.E., P.S., Warren County Engineer
Warren County Engineer
210 West Main St.
Lebanon, Ohio 45036

Re: Stormwater Policy Support

Dear Neil,

Strand Associates, Inc.[®] (Engineer) is pleased to submit this Proposal to Warren County (County) to provide support with regulation and policy updates. We understand that Warren County Soil and Water has recently updated the County stormwater regulations to include enforcement provisions related to stormwater management. It is Engineer's understanding that County does not have jurisdictional authority to enforce regulations in Clearcreek and Hamilton Townships, or in the Villages of Maineville, Morrow, and South Lebanon. This project entails communication with these five jurisdictions as well as Deerfield Township and the City of Lebanon, which are under their own municipal separate storm sewer permits, to update each of their individual regulatory policies to provide consistency with the County regulations and to include enforcement provisions as required by the stormwater National Pollutant Discharge Elimination System (NPDES) permit. To accomplish this, Engineer proposes the following scope of services.

Scope of Services

1. Attend a workshop with the County Engineer, Soil and Water Conservation District, and the six townships and villages collaborating on this project. The workshop will serve as a kickoff meeting and will establish points of contact with each individual jurisdiction.
2. Develop updated regulations
 - a. Attend up to seven meetings, one with each participating jurisdiction. These meetings will serve to review each jurisdiction's current policies and regulations and to discuss policy and regulation updates to achieve consistency in policies and regulations.
 - b. Prepare draft policies and regulations updates for the villages, townships, and city in accordance with the Warren County regulations and include appropriate enforcement mechanisms in accordance with the NPDES permit.
 - c. Participate in up to seven teleconferences with the legal representatives of each jurisdiction to review and discuss proposed policy and regulation changes.
3. Attend up to seven public adoption hearings to answer questions and present the new policies and regulations as needed.

KMK:gjc\R\CIN\Documents\Agreements\W\WarrenCounty\StormwaterRegulatorySupport\2019\Ag\3861.008.pptx.docx

Mr. Neil F. Tunison, P.E., P.S., Warren County Engineer
Warren County Engineer
Page 2
September 5, 2019

Proposed Fee

Engineer will provide the services for a lump sum of \$28,000.

Schedule

Strand will provide the outlined scope of services within 12 weeks of execution of an agreement.

This Proposal is not to be considered an agreement between Strand and Warren County. This Proposal will be included as an exhibit to the Consulting Services Contract for Design Engineering Services. If you have any questions, please feel free to contact me.

We sincerely thank you for the opportunity to submit this Proposal. We look forward to working with you. If you have any questions, comments, or need additional information, please call me at (513) 861-5600.

Sincerely,

STRAND ASSOCIATES, INC.®



Kelly Kuhbader, P.E., LEED AP

Resolution

Number 19-1315

Adopted Date October 08, 2019

ENTER INTO AN ENGINEERING SERVICES CONTRACT WITH FISHBECK THOMPSON CARR & HUBER, INC. ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to enter into an engineering service contract with Fishbeck Thompson Carr & Huber, Inc. 11353 Reed Hartman Highway, Suite 500, Cincinnati, OH 45241 for engineering services for the Overbrook Avenue Bridge #2080-0.02, 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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Fishbeck Thompson Carr & Huber, Inc.
Engineer (file)



October 1, 2019

Board of County Commissioners
Warren County
406 Justice Drive
Lebanon, Ohio 45036

Dear Board of County Commissioners:

We have received Statements of Qualifications per the ORC for our Overbrook Avenue Bridge #2080-0.02 Replacement Project. We have ranked the consultants as follows:

1. FTCH, Inc.
2. Korda
3. DLZ, Inc.

Thus, we negotiated with FTCH, Inc. and have reached an acceptable contract price for the professional services.

Should you have any questions or require additional information concerning this project, feel free to call.

Sincerely,

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

Roy G. Henson, P.E., P.S.
Bridge Engineer

WARREN COUNTY ENGINEER'S OFFICE

ADMINISTRATION and ENGINEERING
210 W Main St. Lebanon, OH 45036
Telephone (513) 695-3301 Fax (513) 695-7714

HIGHWAY MAINTENANCE, PERMITS, and INSPECTION
105 Markey Rd. Lebanon, OH 45036
Telephone (513) 695-3336 Fax (513) 695-3323

**ENGINEERING SERVICES CONTRACT
FOR
OVERBROOK AVENUE BRIDGE #2080-0.02 REPLACEMENT PROJECT**

THIS IS AN AGREEMENT made as of the date stated below, between The Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Fishbeck, Thompson, Carr, & Huber, Inc., 11353 Reed Hartman Hwy, Suite 500, Cincinnati, Ohio 45241, a Corporation organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to replace Overbrook Avenue Bridge #2080-0.02 over Bear Run and improve the roadway approaches at the bridge, hereinafter referred to as the "PROJECT."

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

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

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

- 1.1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil, structural, and customary surveying services incidental thereto.
- 1.1.2 ENGINEER shall provide Construction Contract Plans to replace Overbrook Avenue Bridge #2080-0.02 in order to improve the safety of the bridge and roadway.
- 1.1.3 ENGINEER shall provide any additional Professional Surveying Services necessary to complete the road design.
- 1.1.4 ENGINEER shall perform Professional Surveying Services necessary to provide legal descriptions for any temporary and/or permanent easements.
- 1.1.5 ENGINEER shall prepare plans and perform tasks for the PROJECT in accordance with the scope of services and the ENGINEER'S fee proposal (letter dated September 12, 2019) each of which is attached and made a part of this contract and identified as Exhibit 1 and Exhibit 2 respectfully, hereinafter referred to as "Basic Services."

1.2 Preliminary Design Phase

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

- 1.2.1 In consultation with COUNTY ENGINEER determine the extent of the PROJECT; ENGINEER shall make recommendation of structure type.
- 1.2.2 Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
- 1.2.3 Based on the information contained in the preliminary documents, submit a revised opinion of probable Project Costs.
- 1.2.4 Furnish two copies of the above preliminary design documents and present and review them in person with COUNTY ENGINEER.

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1.3 Final Design Phase

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

- 1.3.1 On the basis of the accepted preliminary design documents and the revised opinion of probable Project Costs, prepare Contract Construction Drawings to show the character and extent of the PROJECT, hereinafter called "Drawings and Specifications."
- 1.3.2 Advise COUNTY ENGINEER of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Costs based on Drawings and Specifications.
- 1.3.3 Furnish to the COUNTY ENGINEER, one (1) set of 22" x 34" Construction Contract Plans, one (1) set of 11" x 17" (half-size) copy of the plans and copies of the files on a compact disk.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types, which are not considered normal or customary Basic Services. Such services will be set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.
 - 2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - 2.1.2 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, COUNTY ENGINEER'S schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.
 - 2.1.3 Providing renderings or models for COUNTY ENGINEER'S use.
 - 2.1.4 Preparing documents for alternate bids requested by COUNTY ENGINEER for Contractor(s)' work which is not executed or documents for out-of-sequence work.
 - 2.1.5 Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting COUNTY ENGINEER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by COUNTY ENGINEER.
 - 2.1.6 Furnishing the services of special consultants for other than the normal civil and structural engineering and normal architectural design incidental to the Project and providing data or services or types described in paragraph 3.3 when COUNTY ENGINEER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3
 - 2.1.7 Services in connection with change orders to reflect changes requested by COUNTY ENGINEER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award to each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and

Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

- 2.1.8 Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1, as approved by COUNTY ENGINEER.
- 2.1.9 Preparing for COUNTY ENGINEER, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.
- 2.1.10 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).
- 2.1.11 Preparation of operating and maintenance manual; protracted or extensive assistance in the utilization of any equipment or system (such as initial startup, testing adjusting and balancing); and training personnel for operation and maintenance.
- 2.1.12 Services after completion of the Final Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.13 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).
- 2.1.14 Additional service in connection with the Project, including services normally furnished by COUNTY ENGINEER and services not otherwise provided for in this agreement.

2.2 Resident Services During Construction.

- 2.2.1 If requested by COUNTY ENGINEER and approved by OWNER or recommended by ENGINEER and agreed to in writing by the parties, a Resident Project Representative will be furnished and will act as directed by ENGINEER in order to assist ENGINEER in observing performance of the work of Contractor(s). Such services will be paid as set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.
- 2.2.2 The duties and responsibilities and the limitations on the authority of the Resident Project Representative and assistants will be set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.
- 2.2.3 Through more extensive on-site observation of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); but the furnishing of such resident Project representation will not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents.
- 2.2.4 If COUNTY ENGINEER designates another person to represent COUNTY ENGINEER at the Project site who is not ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER under this Agreement will be set forth in an Exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES

COUNTY ENGINEER shall:

- 3.1 Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2 Assist ENGINEER by placing at his/her disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.3 Furnish ENGINEER, as required for performance of ENGINEER's Basic Services, data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely upon in performing his/her services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.
- 3.5 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER and COUNTY ENGINEER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.7 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as may be required for the Project, such legal services as OWNER and COUNTY ENGINEER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER and COUNTY ENGINEER may require to ascertain how or for what purpose any Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- 3.8 Designate in writing the person or persons to act as COUNTY ENGINEER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the COUNTY ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.
- 3.9 Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of the Contractor(s).
- 3.10 Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.11 Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Final Design Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the Preliminary Design Phase and Final Design Phase of the Project including extra work and required extensions thereto.
- 4.2 Upon written authorization from COUNTY ENGINEER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Project Cost to the County Engineer.
- 4.3 After acceptance by COUNTY ENGINEER of the Preliminary Design Phase documents and opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by COUNTY ENGINEER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase and shall deliver Contract Construction Drawings and a revised opinion of probable Project Cost for all work of Contractor(s) on the Project within the stipulated period indicated in Section 7 - "Special Provisions, Exhibits and Schedules."
- 4.4 ENGINEER's services under the Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by COUNTY ENGINEER or (2) thirty days after the date when such submissions are delivered to COUNTY ENGINEER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Project, unless within such period COUNTY ENGINEER gives notice to ENGINEER that the COUNTY ENGINEER does not accept the submission for such phase along with the reasons for such non-acceptance. In such case, services for such phase shall not be complete until the date COUNTY ENGINEER accepts the submissions for such phase.
- 4.5 ENGINEER'S services to be rendered thereunto shall be considered complete upon acceptance by COUNTY ENGINEER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost.
- 4.6 If COUNTY ENGINEER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his/her various rates of compensation shall be adjusted appropriately upon approval of OWNER.
- 4.7 If ENGINEER's services for design of the Project are delayed or suspended in whole or in part by COUNTY ENGINEER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to COUNTY ENGINEER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:
 - 5.1.1.1 The ENGINEER agrees to provide the Basic Services for Project set forth in Section 1 hereof to the COUNTY ENGINEER for the replacement of Overbrook Avenue Bridge #2080-0.02

over Bear Run, for a base fee of \$69,269.00 and a not-to-exceed fee of \$10,682.00 for additional contract services, only if authorized pursuant to Section 2 of this agreement, for a total not-to-exceed fee of \$79,951.00.

5.1.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.

5.2 Times of Payments.

5.2.1 Engineer shall submit monthly statements for Basic and Additional Services rendered. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements, EXCEPT as provided in Section 5.2.2.

5.2.2 The OWNER shall reimburse the ENGINEER for services included to a maximum of 90% of the total contract amount until such time as the final plan documents have been received and approved by the COUNTY ENGINEER. The Owner shall pay the final 10% of the contract amount upon final approval of the plans and documents.

5.3 Other Provisions Concerning Payments.

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's statement therefore, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he/she has been paid in full all amounts due for services and expenses.

5.3.2 In the event of termination by OWNER under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for all services satisfactorily rendered through such phase shall constitute total payment for such services.

5.3.3 Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

5.4 Definitions

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination.

The obligation to provide services under this Agreement may be terminated by OWNER for convenience upon seven days' written notice by certified mail, return receipt requested, and by either party upon seven days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.2 Reuse of Documents.

All documents including reports and maps prepared by Engineer pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be

suitable for reuse by COUNTY ENGINEER or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER or COUNTY ENGINEER's risk and without liability or legal exposure to ENGINEER. Any verification or adaptation requested by OWNER or COUNTY ENGINEER to be performed by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and ENGINEER.

6.3 Controlling Law and Venue

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

6.4 Successors and Assigns.

6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each binds himself/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

6.4.2 Neither OWNER nor ENGINEER nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors, as he/she may deem appropriate to assist him/her in the performance of services hereunder.

6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

6.5 Modification or Amendment

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

6.6 Construction

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

6.7 Waiver

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

6.8 Relationship of Parties

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

6.9 Parties

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

6.10 Headings

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

6.11 Notices

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

TO: Warren County Commissioners Attn: Tiffany Zindel, County Administrator 406 Justice Drive Lebanon, Ohio 45036 Ph. 513-695-1250	Warren County Engineer's Office Attn: Neil F. Tunison, County Engineer 210 W Main Street Lebanon, Ohio 45036 Ph. 513-695-3301
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Fishbeck, Thompson, Carr, & Huber, Inc.
Attn: Jon Carroll, P.E.
11353 Reed Hartman Hwy, Suite 500
Cincinnati, Ohio 45241
Ph. 513-469-2370

6.12 Insurance

ENGINEER shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Contract. ENGINEER further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, and in the event that this contract is terminated, ENGINEER shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Contract. By endorsement to the Comprehensive General Liability, COUNTY ENGINEER shall be named as an additional insured with the same primary coverage as the principal insured - no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to COUNTY ENGINEER. Such certificates shall provide that the insurer notify COUNTY ENGINEER in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the COUNTY ENGINEER not less than 30 days prior to said cancellation date. ENGINEER shall also deliver to the COUNTY ENGINEER, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein. ENGINEER shall carry statutory worker's compensation insurance as required by law and shall provide COUNTY ENGINEER with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

7.1 This Agreement is subject to the following special provisions:

7.1.1 ENGINEER shall furnish to COUNTY ENGINEER the required Contract Construction Drawing submittals per the attached schedule (Exhibit 2). In the event that the ENGINEER fails to furnish the required drawing submittals according to the attached schedule, the Board of Commissioners shall have the right to assess the ENGINEER liquidated damages in the amount of \$50.00 per day for each calendar day that the ENGINEER exceeds the schedule deadlines. Liquidated damages shall not be assessed for any delay caused by the OWNER and COUNTY ENGINEER.

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

Exhibit 1 and Exhibit 2

7.3 In the event of any conflict or contradiction between any special provision, exhibits and schedules and the text of this Agreement, the terms, conditions and obligations of this Agreement shall be controlling.

SECTION 8 – ENTIRE AGREEMENT

This Agreement (consisting of pages 1 to 10 inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by all parties.

SECTION 9 – INDEMNIFICATION

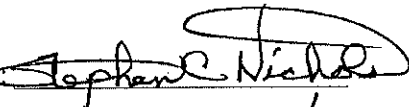
ENGINEER will defend, indemnify, protect, and save OWNER and COUNTY ENGINEER from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by ENGINEER,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

SECTION 10 – EXECUTION

ENGINEER :

IN EXECUTION WHEREOF, Fishbeck, Thompson, Carr, & Huber, Inc. has caused this Agreement to be executed on the date stated below by _____, its _____, pursuant to a corporate Resolution authorizing such act.

FISHBECK, THOMPSON, CARR, &
HUBER, INC.

SIGNATURE: 
PRINTED NAME: STEPHEN C. NICHOLS
TITLE: SENIOR VICE PRESIDENT
DATE: September 18, 2019

OWNER:

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed by Shannon Jones, its President on the date stated below, pursuant to Resolution No. 19-1315 dated 10/8/19.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 10/8/19

RECOMMENDED BY:

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

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

APPROVED AS TO FORM:

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

By: David P. Fornshell
Assistant Prosecuting Attorney

WARREN COUNTY ENGINEER'S
SCOPE OF SERVICES

1. PROJECT IDENTIFICATION

Project Name: Overbrook Avenue Bridge #2080-0.02 Replacement Project

Project Description: Bridge design for replacement of the entire structure.

Signatures on Title Sheet: Warren County Engineer, 3 Warren County Commissioners, Consultant Designer

2. PROJECT LIMITS

Length Approximately: Overbrook Avenue Bridge #2080-0.02 – extending approximately 100 to 200 feet on each bridge approach or as recommended by Consultant

Additional Information: N/A

3. AGREEMENT BETWEEN PROFESSIONAL ENGINEER AND

State _____ County X City _____ Other _____

4. METHOD OF FINANCING

Type of Agreement: Lump Sum Base Fee plus Not-to-Exceed unit costs for “If Authorized” Items

Engineering: Warren County Engineer’s Office

Construction: Warren County Engineer’s Office, Possible other funding (unknown at this time)

5. WORK PHASES INCLUDED IN AGREEMENT

Phase A – Preliminary Design (Roadway – Line, Grade, & Typical) (Bridge – Type, Size, & Location)

Phase B – Final Design

6. PLAN SCALES

PLAN	<u>1" = 20'</u>	
PROFILE	<u>Hor. 1" = 20'</u>	<u>Vert. 1" = 5'</u>
CROSS SECTIONS	<u>Hor. 1" = 5'</u>	<u>Vert. 1" = 5'</u>

7. JOURNALIZED SPEED LIMIT

Road Name: Overbrook Avenue - 25 MPH

8. TYPICAL SECTIONS/NUMBER OF LANES

Remarks: Overbrook Avenue will remain at its current number of lanes.

Number of lanes 2 lanes width of lanes 12 feet

N/A inches of Item 304

8" inches of Item 301 PG64-22

N/A inches of Item 441 Intermediate, Type 1, (448), PG64-22

2" inches of Item 441 Surface, Type 1, (448), PG 64-22

Underdrains: YES _____ NO X Consultant to Recommend _____

Curbs: YES _____ NO X

Shoulders/Berms: YES X NO _____ Consultant to Recommend _____

Type: approx. 2 foot earth berm/graded shoulder on each side

Median: YES _____ NO X Consultant to Recommend _____

Guardrail: YES X NO _____ Type MGS Anchor Type E or recommend, Type T at drive locations

Clear Zone Grading: YES _____ X NO _____

Fencing: YES _____ NO X

Lighting: YES _____ NO X Consultant to Recommend _____

9. ALIGNMENT

The existing alignment of Overbrook Avenue shall be maintained.

10. PROFILE

Modify profile as needed based on the new superstructure.

11. SIGNING: YES _____ X NO _____

Remarks: Reuse existing signs if in good condition.

12. SIGNALS: YES _____ NO X

Warrants: YES _____ NO X

13. STRIPING: YES NO

Type: 642 Traffic Paint, Type 1 (Asphalt) and 646 Epoxy (Concrete Deck)

14. DELINEATION

Delineators: YES NO

RPMs: YES NO

15. DRAINAGE/ENVIRONMENTAL

Roadway Drainage Criteria: Hydraulic Analysis per Warren County Stormwater Regulations

Existing: Surface Closed

Proposed: Surface Closed

Remarks: 4:1 Slopes preferred; 2:1 Slopes Max., and 2 feet bottom rounded ditches.

Storm Water Pollution Prevention Plan: YES

NO (less than 1 acre disturbed)

Flood Plain Study Required: YES NO (located in FEMA Zone AE)

Channel Change Study Required: YES NO

Flood Hazard Evaluation: YES NO

Risk Analysis: YES NO

Environmental: Coordinate with agencies having oversight of Bear Run and apply for any necessary permits. USACE – It is anticipated that fill below the OHWM will be necessary and a 404 Nationwide Permit may possibly be required.

If Authorized Tasks: USACE 404 Nationwide Permit (if authorized)

Hydraulic calculations for bridge (if authorized)

16. BRIDGE CROSSINGS

Number of Bridges: (1) Overbrook Avenue over Bear Run, Bridge #2080-0.02

Design: Structure shall be designed to AASHTO LRFD Bridge Design Specification

Loading: HL93

Bridge Width (face to face of rails): 30' existing - 30' min. to 32' max. proposed (based on superstructure type selected)

Bridge Rail: YES NO Type DBR or TST based on ODOT Rail Selection Procedure

Interchanges: None

Cross Roads: US 22/SR 3 located approximately 130 feet west of the structure

Streams: Bear Run

Culverts: YES NO

Remarks: _____

Alternates Required: YES NO

Railroads: None

Railroad Location Plan: YES NO

Pedestrian: None

Mass Transit: None

Remarks: Consultant to perform an abbreviated structure type study (no ODOT involvement) to determine most economic structure type.

17. Bikeways: YES NO

Railroads: YES NO

Mass Transit: YES NO

Service Roads: YES NO

18. RETAINING/NOISE WALLS:

Number of Retaining Walls: Unknown at this time

Type of Retaining Walls: _____ Consultant to Recommend

Noise Walls: YES NO

19. MAINTENANCE OF TRAFFIC

Maintenance of Traffic: Full closure of Overbrook Avenue shall be allowed.

Maintenance of Pedestrian Traffic: YES NO

Maintenance of Railroad Traffic: YES NO

Detour Plan: YES NO

Remarks: The posted detour for the bridge closure shall utilize US 22/SR 3 and Hopkins Road.

20. UTILITIES:

Electric: Duke Energy

Gas: Duke Energy

Telephone: Cincinnati Bell, CenturyLink

Communication: Spectrum

Water: Western Water Company

Professional Engineer must contact all Utility Companies and indicate all field-located, existing utility facilities (including house connections) on the plans prior to sending a survey crew to collect all of the raw data. If any utility company fails to locate their facilities, the Professional Engineer must inform the COUNTY ENGINEER. The COUNTY ENGINEER will then contact the utility company about locating their facilities prior to sending a survey crew into the field to collect all of the raw data. The Professional Engineer must display the field-located locations of each utility facility on the plans. If the field-located utility facilities are not shown on the plans, the Professional Engineer will send their survey crew back out into the field and collect the field-located utility data at the Professional Engineer's expense.

21. ESTIMATED QUANTITIES: YES _____ X _____ NO _____

Quantity Splits: YES _____ NO _____ X _____

22. CONSTRUCTION COST ESTIMATE: YES _____ X _____ NO _____

23. EXTENT OF FIELD SURVEYS: (1) Provide ex. R/W, proposed R/W & temp. R/W staking to establish the R/W and to aid in R/W acquisition. (provide "Not to Exceed" unit price per parcel – if authorized) (2) Professional Engineer shall provide in proposal a "Not to Exceed" unit price for a Dedication Plat and a Survey Record including setting new Property Corners and Monuments in case the right-of-way is acquired in fee simple. (provide unit price per parcel – if authorized) (3) The Warren County Engineer prefers to acquire permanent R/W by perpetual easement, unless requested otherwise by the property owner. If permanent R/W is acquired by perpetual easement the work described in Item (2) will not be required. (4) Depict all trees and large bushes on the plans individually.

Professional Engineer

Main Road Alignment	(X)	
Main Road Profile	(X)	
Side Road Alignment	(X)	US 22/SR 3 – at intersection for possible tie in
Side Road Profile	(X)	US 22/SR 3 – at intersection for possible tie in
Aerial Control	()	
Reference Points & Bench Marks	(X)	
State Plane Coordinates	(X)	
Alignment & Profile of Driveways	(X)	
Cross Sections	(X)	
Pavement Salvage Sections	()	
Channel Cross Sections	(X)	
Drainage Survey	(X)	
Topo Identification	(X)	
Utilities	(X)	
Pavement Cores	()	
Geotechnical Boring Staking	(X)	
Property Corners and Monuments	(X)	To be set after construction if authorized
Right-of-Way Staking	(X)	As stated in item # 23 (1) above

24. RIGHT-OF-WAY AND EASEMENTS:

Professional Engineer

Property Map	()	
Centerline Plat	()	
Courthouse Research	(X)	Research for existing R/W shall go back to original deed for each parcel in the project
Right-of-Way Plan sheets	()	Show existing and proposed R/W on plan sheets (Don't need separate R/W plans)
R/W Summary	()	
Permanent & Temporary R/W Legal Descriptions	(X)	<u>(Provide "Not to Exceed" unit price per legal description)</u>
Exhibits for each Legal Description	(X)	Drawings of R/W area on 8 ½" x 11" paper

(Provide "Not to Exceed unit price per exhibit)

Dedication Plat(s) or Survey Record(s) (X) As necessary – see item #23 (2)

Approximate Number of Property Owners 0-3

Remarks: Consultants shall notify residents regarding survey (data collection) via letter. Consultants will provide a 2 week window in which the survey (data collection) will be done.

If bearings and/or distances in the proposed legal descriptions differ from the recorded deed, the proposed legal description shall include references to the existing right-of-way lines, centerline, property line etc.

25. TRAFFIC DATA:

State County X Professional Engineer

Remarks: Overbrook Avenue currently has an approximate ADT of 1,200 vpd.

26. GEOTECHNICAL/SUBSURFACE INVESTIGATION:

State County Professional Engineer X Other

Remarks: The Professional Engineer shall obtain two geotechnical borings for the project. One boring along each new abutment/footing in opposite corners to aid in the design of the structure's substructure.

27. PRIOR STUDIES:

None

28. PUBLIC HEARINGS/INFORMATIONAL MEETINGS:

Type of Hearing Required: N/A

Professional Engineer's Responsibility: N/A

Exhibits: N/A

29. Engineering Agreement will be an itemized contract.

30. Professional Engineer to provide all office and field work to a) prepare final construction plans, b) write general and special notes, c) calculate quantities, and d) determine existing right-of-way, easement and property lines.
31. With submission of proposal, Professional Engineer shall submit a tentative time of completion for final plan filing following authorization to proceed.
32. Professional Engineer to indicate Property Owner Name, House Number, Parcel ID, and Official Record and Page on the plan sheets.
33. Professional Engineer is to adequately mark the baseline and/or centerline in the field. The points set in the field shall be shown on the plans. At a minimum, the points to be marked in the field shall be located at one hundred (100) foot intervals. The PC, PI and PT of each curve shall also be marked or referenced. As required, the points to be witnessed in the field shall be witnessed from a MINIMUM of three (3) points, located outside of the work limits. Where the Professional Engineer has established and utilized a baseline, instead of the centerline, the Professional Engineer **MUST** show on the plans the relationship between the baseline marked in the field and the centerline.

The construction plans and the right-of-way items are to be referenced to the **STATE PLANE COORDINATE** system. This will require that **STATE PLANE COORDINATES** be shown on the plans for the PC, PI and PT for each curve, all angle points, termination points, and reference points. This will be applicable to proposed right-of-way lines, permanent easement lines, proposed centerline and/or baseline. The Professional Engineer should contact the Project Manager to obtain the information regarding the nearest established benchmark.

34. Where the Scope of Service includes cross-sections, the sections are to be taken every twenty five (25) feet and, if Aerial Method is utilized, are to be field checked every three hundred (300) feet. Critical driveway profiles to be plotted at a scale of 1" = 2' (Horizontal and Vertical). The **location** and **approximate depth of underground utilities**, i.e. storm sewers, sanitary sewers, gas lines and water lines, shall also be shown on the **Cross-sections**.

35. Where the Scope of Service includes pavement salvage sections, the pavement is to be salvaged to the greatest extent possible. Pavement salvage sections are to be plotted at a scale of 1" = 5' (Horizontal) and 1" = 5' (Vertical).

36. Existing drainage systems to be evaluated as to condition and capacity. Existing systems are to be modified and/or new systems to be installed as required by the proposed improvements.

Wherever possible, the Professional Engineer shall complete a **VISUAL INSPECTION** of the existing conduits so as to determine the type and condition of the conduit. This shall mean that, as a minimum, the existing conduits are to be visually checked at the inlet or outlet end and at each catch basin, manhole, or other junction point.

37. Along with the **FINAL** submission of the project plans and documents, the Professional Engineer shall furnish to the Engineer a copy of **ALL** field notes; a listing of point coordinates and point descriptions for **ALL** points on the existing **AND** proposed centerline, baseline and right-of-way line; a closure for **EACH** easement or right-of-way take; and a copy of **ALL** quantity calculations.

38. The Construction plans are to be stamped and signed by a Professional Engineer, registered in the State of Ohio. The Right-of-Way items are to be stamped and signed by a Professional Surveyor, registered in the State of Ohio.

39. The Professional Engineer shall furnish to the Engineer a load rating report for the bridge analyzed by the Load and Resistance Factor Rating (LRFR) method in accordance with the AASHTO Manual for Bridge Evaluation and the ODOT Bridge Design Manual (BDM). The bridge load rating report shall include a current ODOT BR100 Summary that is stamped, signed, and dated by a Professional Engineer. The report shall provide the safe load capacity for the HL-93 design vehicle, the four Ohio legal trucks (2F1, 3F1, 4F1, 5C1), the four specialized hauling vehicles (SU4, SU5, SU6, SU7) and the two emergency vehicles (EV2, EV3).

40. All final plats to be in ink on high quality mylar copies and shall be 24" x 36" in size. All final plans shall be 22"x34" (full size) and 11"x17" (½ size) with Professional Engineer stamp and signature in PDF format. One full size and ½ size plan set shall be submitted on plain paper.

41. The plans shall be prepared with a computer-aided design and/or drafting system (CAD), and the Professional Engineer shall furnish to the Engineer a computer disk or disks containing all the project information. The computer-aided (CAD) files shall be submitted in a format compatible with "AutoCAD".

The Professional Engineer shall also furnish to the Engineer a computer disk or disks containing all the project information, including the notes, general summary of quantities, calculations, correspondence letters, descriptions, and any other related items, in a format compatible with "Microsoft Word" and "Microsoft Excel".

The Professional Engineer shall agree to all requirements listed in this Scope of Services. The Professional Engineer must state any objections, exceptions and/or changes prior to the signing of the Engineering Services Contract.

Professional Engineer Name: FTCH, Inc.
Address: 11353 Reed Hartman Hwy, Suite 500
Cincinnati, Ohio 45241
Phone: (513) 469-2370



September 12, 2019

Mr. Roy Henson, PE, PS
Bridge Engineer
Warren County Engineer's Office
210 West Main Street
Lebanon, Ohio 45036

Re: Overbrook Avenue Bridge Replacement
Price Proposal

Dear Roy:

Fishbeck is pleased to submit our fee proposal for the Overbrook Avenue bridge replacement project to Warren County Engineer's Office (County).

Our fee has been established per the Scope of Services and the follow-up meeting with the County on August 30, 2019. We have teamed with Geotechnology, Inc. to provide geotechnical services for this project with their fees included as well. We understand the bridge is currently closed to traffic. To avoid costly temporary repairs, the County desires to have the project ready for bid by the end of April 2020. Our recommended project milestones have been established to adhere to this date.

We are familiar with the goals of this project and committed to providing the County exceptional service. If you have any questions or require additional information, please contact me at 513.247.8571 or jpcarroll@ftch.com.

Sincerely,

Fishbeck, Thompson, Carr & Huber, Inc.

Jon P. Carroll, PE
Senior Bridge Engineer / Project Manager

Kamran Qadeer, PE
Senior Vice President / Principal

ds6
Attachment
By email



Table of Contents

Table of Contents	i
Proposal Cost Summary.....	1
Proposed Hours	2
Project Narrative	3
Introduction.....	3
Scope of Services	3
Listing of Subconsultants.....	7
Project Schedule.....	7

Appendices

Appendix 1 – Warren County Engineer’s Office Scope of Services

Appendix 2 – Geotechnology, Inc. Task A.3 Proposal



Proposal Cost Summary

ENGINEERING AND TECHNICAL SERVICE COST PRICE PROPOSAL AND LABOR RATES FOR Overbrook Avenue Bridge Replacement WAR-T2080-0002									
CONSULTANT: Fishbeck, Thompson, Carr & Huber (FTCH)					Date of Proposal: 9/12/19				
PROJECT DESCRIPTION: The fee will include 3 submittals, with 2 formal reviews plus the final deliverables for the bridge replacement project.									
Task Description	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subconsult Costs	Net Fee	Total Cost
Design and Plan Development									
A. Phase A Design	\$41.30	205	\$8,466	\$16,172	\$68	\$1,027	\$11,200	\$1,631	\$38,604
B. Phase B Design	\$40.87	237	\$9,685	\$18,462	\$75	\$52	\$0	\$1,861	\$30,115
C. Final Deliverables	\$60.00	3	\$180	\$344	\$1	\$30	\$0	\$35	\$590
Authorized Services	\$41.19	445	\$18,311	\$34,978	\$144	\$1,109	\$11,200	\$3,527	\$69,269
1 - Proposed ROW	\$42.00	19	\$798	\$1,524	\$6	\$48	\$0	\$154	\$2,630
2 - Proposed Drainage Easement (Per Parcel)	\$42.18	3	\$116	\$222	\$1	\$5	\$0	\$22	\$366
3 - Proposed Drainage Exhibit (Per Parcel)	\$42.08	6	\$263	\$502	\$2	\$5	\$0	\$51	\$823
4 - Hydraulic Analysis	\$35.43	42	\$1,488	\$2,842	\$12	\$400	\$0	\$288	\$5,028
5 - Environmental Support	\$60.00	4	\$240	\$458	\$2	\$0	\$0	\$46	\$746
"If Authorized" Services	\$39.26	74	\$2,905	\$5,548	\$23	\$458	\$0	\$559	\$9,493
NOTES:									
1. "If Authorized" service "1-Proposed ROW" is the total cost for up to 2 impacted owners.									
2. "If Authorized" services "2-Proposed Drainage Easement" and "3-Proposed Drainage Exhibit" is the cost per parcel.									



Proposed Hours

Task Description	QA/QC Reviewer	Project Manager	Sr Bridge Engineer	Sr Roadway Engineer	Roadway Engineer	Jr Bridge Engineer	Administration	Surveyor	Field Technician	Overall Total Hours
Design and Plan Development										
A. Phase A Design										
1 - Project Setup	0	3	0	0	0	0	2	0	0	5
2 - Field Survey & Right-of-Way	0	0.5	1	1	0	0	0	48	8	58.5
3 - Geotechnical Investigation	0	0.5	0	0	0	1	0	0	0	1.5
4 - Preliminary Roadway Design	0	1	0	7	22	0	0	0	0	30
5 - Bridge Type Study	0	2	22	0	0	40	0	0	0	64
6 - Preliminary Site Plan	0	0.5	5	0	0	16	0	0	0	21.5
7 - Bridge Transverse Section & Abutment Section	0	0.5	4	0	0	12	0	0	0	16.5
8 - Meeting	0	1	0	0	0	0	0	0	0	1
9 - General Oversight	0	2	0	0	1	1	0	0	0	4
10 - QA/QC Review	3	0	0	0	0	0	0	0	0	3
A. Phase A Design	3	11	32	8	23	70	2	48	8	205
B. Phase B Design										
1 - Roadway Design	0	3	0	15	34	0	0	0	0	52
2 - Bridge Detail Plans	0	3	45	0	0	107	0	0	0	155
3 - Cost Estimates	0	0.5	2	0	1	4	0	0	0	7.5
4 - Load Rating	0	0	3	0	0	8	0	0	0	11
5 - Meetings	0	1	0	0	0	0	0	0	0	1
6 - General Oversight	0	2	0	0	2	2	0	0	0	6
7 - QA/QC Review	4	0	0	0	0	0	0	0	0	4
B. Phase B Design	4	9.5	50	15	37	121	0	0	0	236.5
C. Final Deliverables										
1 - Submission of Final Tracings and Documentation	0	3	0	0	0	0	0	0	0	3
C. Final Deliverables	0	3	0	0	0	0	0	0	0	3
Authorized Services	7	24	82	23	60	191	2	48	8	445
D. "If Authorized" Items										
1 - Proposed ROW	0	0	0	0	0	0	0	19	0	19
2 - Proposed Drainage Easement (Per Parcel)	0	0	0	0	0	0	0	3	0	3
3 - Proposed Drainage Exhibit (Per Parcel)	0	0	0	0	0	0	0	6	0	6
4 - Hydraulic Analysis	0	2	6	0	0	34	0	0	0	42
5 - Environmental Support	0	4	0	0	0	0	0	0	0	4
D. "If Authorized" Items	0	6	6	0	0	34	0	28	0	74



Project Narrative

WAR-T2080-0002 (SFN 8334080), Overbrook Avenue over Bear Run Bridge Replacement.

Introduction

The County intends to replace the existing single span steel rolled beam bridge carrying Overbrook Avenue over Bear Run. This project will require survey, a bridge type study, geotechnical services, roadway, bridge and MOT plans, load rating, and a final construction cost estimate for the recommended structure. Proposed right-of-way (ROW), hydraulics, and environmental services may be required and have been designated as "If-Authorized" services. This is a lump sum type of agreement with the County.

This fee proposal will include 3 submittals total, with 2 formal County reviews, plus the final deliverable.

Scope of Services

The following are items clarified with the County and are in addition to the Scope of Services provided by the County on August 30, 2019. Refer to Appendix 1 for the Scope of Services.

Section 5. Work Phases Included In Agreement

- Phase A Deliverable shall include the following:
 - Roadway Typical Section Sheet and Plan & Profile Sheet (2 sheets total).
 - Bridge Abbreviated Type Study (memo format).
 - Bridge Site Plan Sheet, Bridge Abutment & Typical Section Sheet (2 sheets total).

Section 15. Drainage/Environmental

- The County shall coordinate and perform the asbestos survey, if required.

Section 16. Bridge Crossing

- Investigate the following single span bridge replacement options:
 - Slab bridge following ODOT Standard Drawing SB-1-08 (remove existing abutments).
 - Box beam bridge composite with a concrete deck (remove existing abutments).
 - Box beam bridge composite with a concrete deck (span existing abutments to partially remain).
- No approach slabs.
- If existing abutments are to partially remain, repairs to the existing abutments will be provided by the County.

Section 20. Utilities

- Utility coordination shall be performed by the County. The Consultant shall ensure utilities are marked prior to the field survey.

Section 23. Extent of Field Surveys

- Construction staking shall not be included in the scope.
- The existing bridge is believed to be outside of the existing right-of-way.
- Survey property owner notification letters will not be provided by the Consultant.

Section 26. Geotechnical/Subsurface Investigation

- Stream sampling is not required to accompany the "If-Authorized" hydraulic task.
- Soil profile sheets will not be created for inclusion into the plans.



Fishbeck has identified the following major tasks to perform the scope of work:

Phase A Design

A.1 – Project Setup

The requested hours in our fee spreadsheet include project setup in our accounting system, planning and allocation, and preparing and executing the subconsultant agreement.

A.2 – Field Survey & ROW

Fishbeck will perform general topo and location survey, which will include OUPS coordination, project control and benchmarking, topo, and mobilization. Topographic cross sections shall be taken at every 25'. The field information will be post processed for the project basemap with contour generated at 2' intervals

A.3 – Geotechnical Investigation

Refer to Appendix 2 for the complete Scope of Services for this task to be performed by Geotechnology, Inc.

A.4 – Preliminary Roadway Design

Roadway design tasks will include a Typical Section Sheet, including an existing and proposed typical section, and a Plan & Profile Sheet, including guardrail and construction limits.

A.5 – Bridge Type, Size, Location Study

Three bridge alternatives will be evaluated at the existing crossing location. The design criteria and structure considerations will be discussed and supported by conceptual project cost estimates for each alternative. The need to perform "If-Authorized" tasks will also be discussed and included. The type of deep foundation will be coordinated and determined from the soil borings. The bridge type study will be summarized in a 2 to 3 page document (memo format).

A.6 – Preliminary Site Plan

Fishbeck will prepare a Bridge Site Plan for the recommended bridge type per the ODOT BDM Section 201.2.2. If a hydraulic analysis is authorized and performed the hydraulic data will be included on the Site Plan, otherwise available reference information will be included if available.

A.7 – Bridge Transverse Section & Abutment Section

Fishbeck will prepare a preliminary transverse section and abutment section for the recommended bridge type. This sheet will allow for the opportunity to provide comments and feedback during Phase A to gain concurrence on details.

A.8 – Meeting

Fishbeck suggests a phone call meeting with our PM and with the County, to discuss any Phase A review comments.

A.9 – General Oversight

Fishbeck recommends general oversight activities which include the following:

- Tracking and managing the project budget and tasks.
- Maintaining project files.
- Subconsultant coordination.



- Process invoice (one invoice sent upon completion of Phase A Deliverable).
- Address client comments.

A.11 – QA/QC Review

Fishbeck will provide a high-level QA/QC review of the Phase A Deliverable.

Phase B Design

B.1 – Roadway Design

Roadway tasks will include completion of the detailed design and incorporate updates to the Typical Section sheet and the Plan & Profile sheet, which we established in Phase A. The following sheets will be generated during Phase B to be included in the plan set: Title sheet, General Notes sheet, Detour Plan sheet, General Summary sheet, Estimated Quantities sheet, and Cross Section sheets (2 sheets).

B.2 – Bridge Detail Plans

Fishbeck has assumed design fees for a single span bridge composed of adjacent prestressed box beams with a composite concrete deck on pile capped abutments. We will prepare all the bridge plans, which includes analysis for the geometry of the bridge and design of the concrete deck, box beams, bearings, abutments, wingwalls and deep foundation. The following are the anticipated plan sheets for the bridge portion of the project. Plan sheets will be combined if room permits on individual sheets. The Reinforcing Steel List sheet includes reinforcing for the abutment, wingwalls, end diaphragms, box beams and deck.

- Site Plan – update sheet only
- General Notes
- Estimated Quantities
- Existing Abutment Partial Removal Details
- Rear Abutment Plan and Elevation
- Forward Abutment Plan and Elevation
- Abutment Sections
- End Diaphragm Details
- Framing Plan and Beam Details
- Deck and Transverse Section
- Camber, Screeds and Deck Elevations
- Bearing Details
- Reinforcing Steel List

B.3 – Cost Estimates

Fishbeck will include a total project cost of all the items using ODOT Estimator program.

B.4 – Load Rating

The bridge will be load rated in AASHTOWare BrR and a report will be provided as per the current ODOT BR100. The BrR electronic file will be provided to the County as well.

B.5 – Meetings

Fishbeck suggests one Phase B meeting at the County with the Fishbeck PM, including drive time as well.



B.6 – General Oversight

Fishbeck recommends general oversight activities which include the following:

- Tracking and managing the project budget and tasks.
- Maintaining project files.
- Coordination with Subconsultant and WCEO for utility impacts.
- Process Invoice (one invoice sent upon completion of Phase B Deliverable).
- Address client comments.

B.7 – QA/QC Review

Fishbeck will provide a complete comprehensive QA/QC review of the Phase B Deliverable.

Final Deliverables

C.1 – Submission of Final Tracings and Documentation

Fishbeck to provide the final deliverable submittal, which will include half-size and full-size sheets, load rating report and all project files including CAD files.

“If-Authorized” Items

D.1 – Proposed ROW

A dedication plat and survey record will be performed and submitted to the County in the case that additional ROW is required. This includes setting new property corners and monuments. The cost is for up to 2 impacted owners.

D.2 – Proposed Drainage Easement

A legal easement will be prepared for each parcel that is impacted. The cost is represented as a cost per parcel per easement.

D.3 – Proposed Drainage Exhibit

A legal exhibit will be prepared for each parcel that is impacted. The cost is represented as a cost per parcel per exhibit.

D.4 – Hydraulic Analysis

A hydraulic analysis will be performed utilizing the existing model performed in the Flood Insurance Study dated from December 2010. The \$400 cost to obtain the HEC-RAS model from FEMA is included as well. The proposed structure span arrangement will be established per ODOT L&D Volume 2 criteria. A hydraulic report summarizing the existing and proposed bridge conditions will be provided.

D.5 – Environmental Support

Coordinate with agencies and apply for necessary permits. If fill below the OHWM is required a 404 Nationwide Permit will be required.



Listing of Subconsultants

Subconsultant	Subconsultant Work	Total Amount Proposed
Geotechnology, Inc.	Geotechnical Services	\$11,200

Project Schedule

Fishbeck recommends the schedule below that provides ample time for review from the County at each project milestone to meet the conceptual project bid and awards dates.

MILESTONE	COMMITMENT DATE
Authorize Design Consultant	11/4/2019
Phase A Design Submitted	1/17/2020
Receive Phase A Comments	1/24/2020
Phase B Design Submitted	3/6/2020
Receive Phase B Comments	3/13/2020
Final Deliverable Complete	3/27/2020
Sale	4/6/2020
Award	4/10/2020



Appendix 1 – Warren County Engineer’s Office Scope of Services



Appendix 2 – Geotechnology, Inc. Task A.3 Proposal



Via email: jpcarroll@ftch.com

© 2019 Geotechnology, Inc.
September 9, 2019

Mr. Jonathan Carroll, PE
Fishbeck, Thompson, Carr & Huber, Inc.
11353 Reed Hartman Highway
Suite 500
Cincinnati, Ohio 45241

Re: Proposal for Geotechnical Exploration
Overbrook Drive Bridge Replacement
Warren County, Ohio
Geotechnology Proposal No. P035423.01

Dear Mr. Carroll:

In response to your request, Geotechnology, Inc. (Geotechnology) is pleased to submit this proposal to perform a geotechnical exploration for a replacement bridge to be located on Overbrook Drive, east of its intersection with Ohio SR 22-3 in Warren County, Ohio. We have prepared this proposal based on our review of your email of September 3, 2019, a review of our archival geotechnical data, a site visit, and our experience as geotechnical engineers in Southwestern Ohio.

1.0 PROJECT INFORMATION

We understand that this project will include the replacement of an existing two lane bridge with a single span box-beam bridge supported by new pile cap abutments, placed behind the existing abutments, which will be left in place. We presume the pile caps will be supported by driven H-piles, driven to refusal and end bearing in bedrock.

2.0 KEY GEOTECHNICAL ISSUES AND CONSIDERATIONS

The primary geotechnical issues will be the anticipated depth and recommended bearing capacity for deep foundations, and applied lateral earth pressures for abutments. It is our understanding that the bridge replacement is a locally funded project. This proposal presumes that the geotechnical services are not required to meet Ohio Department of Transportation (ODOT) standards, and that geotechnical plan and profile sheets will not be required. We have not included sampling for subgrade or scour analyses. **Should ODOT funding later be added to the project, we will submit a revised proposal to meet the requirements of the ODOT Specifications for Geotechnical Exploration (SGE).**



3.0 SCOPE OF SERVICES

The purposes of our services are to explore the subsurface conditions and to provide geotechnical recommendations for the design and construction of the project. Geotechnology proposes the following scope of services for the geotechnical exploration:

- Perform a site reconnaissance.
- Drill two borings, approximately 50 to 70 feet in depth. In each boring, soil and/or bedrock samples will be obtained by split-spoon sampling methods at regular intervals. Occasionally, Shelby tube samples of the overburden soils will be recovered to obtain relatively undisturbed soil samples for laboratory testing. A maximum of 120 linear feet of auger drilling and split-spoon sampling is budgeted. We anticipate bedrock sampling can be performed by split spoons to shallow depths. Rock coring is not planned for these borings. **In the event that ODOT SGE requirements are later applied, we have included rock coring per the ODOT SGE as an optional item.**
- Perform laboratory tests on selected soil samples to evaluate index and strength properties. Laboratory testing will include various combinations of the following tests: moisture content, Atterberg limits, gradation (particle-size) analyses, and unconfined compression.
- Prepare a report that summarizes the results of the borings, laboratory tests, and engineering analyses, and that provides geotechnical design and construction recommendations, including foundation recommendations, allowable bearing capacity and recommended pile type.
- Distribute the report in pdf format to FTC&H.

Our scope will also include the following services to support the primary geotechnical services described previously:

- Staking and approximately locating the borings in the field by tape measurements from existing physical features. Ground surface elevations will be approximated from a topographic plan to be provided by the Client or by Google Earth®.
- Contacting the Ohio Utilities Protection Services in order for member utility companies to locate public utilities within the proximity of the borings prior to drilling. **We note that it is common for member utility companies to decline locating public utilities on private properties, and that member utility companies will not locate any private utilities. If such utilities are present (i.e., private utilities or public utilities that will not be marked by member utility companies), these utilities must be located by others prior to drilling; the locating of these utilities is not included in our scope of services.**



- Backfilling the borings with auger cuttings, plastic hole plugs and cold patch asphalt upon completion of the drilling activities.

Our scope of services does not include any environmental assessment, investigation, or study for the presence or absence of wetlands or hazardous or toxic materials in the soil, bedrock, surface water, groundwater, or air, on or below or around the site.

A copy of "Important Information about This Geotechnical Engineering Proposal" that is published by the Geoprofessional Business Association (GBA) is enclosed for your review.

3.1 Site Access and Restoration

Any restrictions or requirements imposed by governmental agencies or others with regard to site clearing, access limitation, utility clearance, or restoration are considered beyond our scope of services. Drill rig access to boring locations in unpaved areas may leave ruts in the soil or grass. Our scope does not include restoration of ruts or other disturbance caused by the drill rig.

3.2 Anticipated Subsurface Conditions

The budgeted linear footage of drilling and sampling is based on an anticipated subsurface profile of loessal and glacial till soils overlying interbedded shale and limestone bedrock. In the event that unusual or erratic subsurface conditions are encountered, we will contact you to discuss our recommended changes prior to expanding the scope of services.

3.3 Optional Services

The following optional services are offered for your consideration. Authorization of these options should be indicated in the Acceptance Section of this proposal by your initials.

3.3.1 Optional Boring Backfill

As an optional service, the borings could be backfilled with a specialty material to mitigate the risks of creating a groundwater pathway that might promote leakage or the spread of future contamination.

3.3.2 Optional Rock Coring

The ODOT SGE requires 10 feet of rock coring for structure foundations. If there is a possibility that the project may make use of ODOT funding in the future, we can perform the required rock coring at the time of drilling.

4.0 SCHEDULE AND FEE

With our present work schedule, drilling could commence within two to three weeks after receipt of authorization to proceed weather and site conditions permitting. Normally an allowance of two to three weeks following completion of fieldwork is allotted for submittal of the geotechnical exploration report.



Our services are offered in accordance with the accompanying Terms for Geotechnology's Services (Terms). The cost of our services, excluding the optional services, will be a lump sum fee of **Eleven Thousand Two Hundred Dollars (\$11,200.00)**.

This proposal and fee estimate have been prepared using Geotechnology's standard fee schedule. Geotechnology reserves the right to revise this proposal and fee estimate, at any time, if any flow down and/or contract provisions are required by the Client or the Owner to conform with any local, state, or federal wage act requirements, including, but not limited to, the Davis-Bacon Act, as Amended, the McNamara-O'Hara Service Contract Act, etc., the required use of union labor, or for any required safety, security, vehicle, drug and alcohol testing, or for any third party payment fees, or for other requirements not specified in the Client's request for proposal or not defined in Geotechnology's scope of services.

5.0 ACCEPTANCE

If this proposal, including the contractual terms, is acceptable, please sign in the space provided on the following Terms and return one executed copy of the Terms and this proposal to our office as your authorization for us to proceed. For the optional service(s) described in Section 3.3 of this proposal, please initial the line(s) to designate authorization for the corresponding option(s). If a/the line is not initialed, it will be assumed that the corresponding optional service is not authorized.

_____ Option 1 for Specialty Backfill is authorized for an estimated total of \$1,140.00 based on a unit rate of \$9.50 per foot.

_____ Option 2 for the ODOT rock coring is authorized for a lump sum of \$1,900.00.

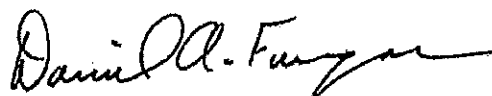
* * * * *

We appreciate the opportunity to submit this proposal for the referenced project and look forward to hearing from you soon. If you have any questions or comments concerning this proposal, or if we may be of any other service to you, please do not hesitate to contact us.

Respectfully submitted,
GEOTECHNOLOGY, INC.


Arthur T. Sturbaum, PE
Senior Project Manager

ATS/DAF:ats/alp



Daniel A. Furgason, PE
Geotechnical Manager

Enclosure: GBA's Important Information about This Geotechnical Engineering Proposal



FEE SCHEDULE & COST BREAKDOWN

TASK 1000 - GEOTECHNICAL EXPLORATION

Expenses

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>COST</u>
Geotechnical Exploration	LS	\$11,200.00

LUMP SUM TOTAL: 11,200.00

Resolution

Number 19-1316

Adopted Date October 08, 2019

APPROVE AND ENTER INTO CONTRACT WITH MENTAL HEALTH RECOVERY SERVICES OF WARREN AND CLINTON COUNTIES, ON BEHALF OF THE WARREN COUNTY JAIL REGARDING PSYCHIATRIC SERVICES

BE IT RESOLVED, to approve and enter into contract with Mental Health Recovery Services of Warren and Clinton Counties, 212 Cook Road, Lebanon, Ohio 45036, for grant funds for psychiatric services for the Warren County Jail; as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that this contract shall remain in full force and effect for a term of one (1) year beginning on July 1, 2019, and ending on June 30, 2020.

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

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

Resolution adopted this 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Mental Health Recovery Services of Warren and Clinton Counties
Sheriff (file)

Service Agreement

This Service Agreement is entered into by and between Mental Health Recovery Services of Warren and Clinton Counties ("MHRS"), located at 212 Cook Road, Lebanon, OH 45036, and the Warren County Sheriff's Office ("WCSO"), located at 822 Memorial Dr., Lebanon, OH 45036, collectively "the parties."

WHEREAS, MHRS is the local alcohol, drug addiction, and mental health services board that plans, funds, monitors, and evaluates services to promote addiction and mental health treatment and recovery; and,

WHEREAS, MHRS provides grant funds to WCSO for the purpose of providing psychiatric services to inmates housed in the Warren County Jail who are in need of psychiatric medication, assessment services, community linkage services, general mental health services and maintenance of psychiatric medications; and,

WHEREAS, MHRS has consented to allow WCSO to subcontract with a provider of its choosing for the provision of such services;

NOW THEREFORE, the parties set forth the following service agreement, setting forth the mutual promises and responsibilities herein:

Overview and Services to be Provided

MHRS agrees to provide grant funds to WCSO, for the provision of mental health services and psychiatric services to inmates housed in the Warren County Jail.

WCSO agrees to subcontract for the provision of such psychiatric services, to be provided on a regular basis.

Psychiatric services include, but are not limited to, assessment, evaluation, medication management, and other services as determined by subcontractor to be clinically appropriate.

Professional Qualifications and Conduct

WCSO agrees to require appropriate licenses and/or professional certifications of the subcontractor for psychiatric services that are necessary to perform the services required by this Agreement. WCSO shall require subcontractor to conform to high professional standards of work and business ethics in rendering the services described under this Agreement.

WCSO agrees to secure from any subcontractor, certification that he/she is not suspended, debarred, or declared ineligible from entering into contracts with any department or agency of the Federal Government, or in receipt of a notice of proposed debarment or suspension.

If WCSO becomes aware of such event, WCSO agrees to provide immediate notice to MHRS if a subcontractor becomes suspended, debarred, or declared ineligible by any department or other agency of the Federal Government.

Provision of Grant Funds and Reporting Requirements

The maximum amount payable for services provided under this Service Agreement is \$152,000 to be paid in quarterly increments, up to \$38,000 per quarter. (\$30,000 for Physician services and \$122,000 for Boundary Spanner and Correction Case Manager Services).

WCSSO agrees to provide quarterly documentation of the hours of psychiatric services for which WCSSO has subcontracted that quarter, in the form of a billing invoice for the payment of services. Billing invoices shall be submitted by WCSSO to MHRS at the beginning of each quarter.

MHRS agrees to make payment to WCSSO within 30 days of receipt of the invoice. Invoices must be submitted to MHRS, 212 Cook Road, Lebanon, OH 45036, Attn: Karen Robinson, and should include the information listed in the table below:

<input type="checkbox"/> Billing Code	<input type="checkbox"/> Name of Code	<input type="checkbox"/> Rate/Cost Per Unit	<input type="checkbox"/> Total Cost	<input type="checkbox"/> Billing Notes
BH Services	MH-Jail (BS/CM)	\$30,500/qr	\$122,000	Quarterly invoice
Miscellaneous	MH-Jail (Doc Time)	\$7,500/qr	\$30,000	Quarterly invoice

MHRS reserves the right to retain any funds for which billing documentation is not provided or request return of any funds not expended.

Term

The Agreement term shall commence on July 1, 2019 and shall remain in effect until June 30, 2020, unless terminated earlier by agreement of the parties. Either party may terminate the agreement with 60 days' notice to the other party, in accordance with the Breach of Agreement provisions set forth herein, or in the event of any change that effectively removes WCSSO from having control over the provision of psychiatric services in the Warren County Jail.

Audit

All funds which the WCSSO receives hereunder shall be subject to financial and compliance audits in accordance with state and federal requirements. In the event of a state or federal audit of the WCSSO, WCSSO shall submit to MHRS the letter reporting any audit findings pertinent to provision of grant funds under this Agreement, and, at the request of MHRS, WCSSO shall provide a certified copy of the audit report. WCSSO agrees to meet with the auditor and MHRS upon completion of the audit for the purposes of receiving and reviewing the audit reports. WCSSO agrees to make such modifications to its financial records and record-keeping processes, in a timely manner, as may be recommended by the auditor and thereafter required by MHRS.

Investigation of Abuse and Neglect

In accordance with applicable law, the Client Rights Officer of MHRS or his/her designee may obtain access to information with prior written notice, including access to subcontractor staff, and individual records in the possession of WCSSO, when such information is reasonably related to allegations of abuse or neglect of an inmate by the subcontractor staff and not protected from

disclosure by other applicable law. This investigation may be delegated to WCSO or other appropriate agency to complete.

Nondisclosure of Confidential Information

WCSO agrees to comply with all applicable state and federal laws relating to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), with regard to information in its possession. WCSO further agrees to enter into business associate agreements designed to comply with such confidentiality laws with any subcontractors performing the services described in this Agreement.

The requirements of this section shall survive the termination or expiration of this Agreement.

Public Records

Notwithstanding provisions of the Agreement relating to confidentiality, this Agreement is a matter of public record under Ohio public records law. By entering into this Agreement, the parties acknowledge and understand that records maintained by WCSO pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law.

If any information or records request, including but not limited to, a request by federal or state regulatory agencies having jurisdiction over the subject matter of this Agreement is made, WCSO shall notify MHRS of the request.

Equal Opportunity

WCSO agrees to comply with applicable state, federal, and civil rights laws, including nondiscrimination laws, relating to hiring and employment in selecting the subcontractor to provide the services described in this Agreement.

Autonomy

MHRS recognizes WCSO as an independent contractor fully autonomous, retaining the ultimate responsibility for the services rendered under this Agreement. MHRS recognizes that WCSO has full and sole authority to determine its governing structure and full and sole authority to select the subcontractor for the purposes of this agreement. This Agreement shall not be interpreted or construed to create an association, agency, employment, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

Responsible Party

Each party to this Agreement agrees to accept and be responsible for its own acts or omissions, as well as the authorized acts or omissions of its employees, directors, officers, subcontractors, agents, or other members of its workforce, in complying with the terms of this Agreement. Nothing in this Agreement shall be interpreted to place any such responsibility for professional acts or omissions onto the other party. All losses, costs, or damages which may

occur or be claimed with respect to any person or persons, corporation, property or chattels resulting from activities of either party pursuant to this Agreement shall be the responsibility of that Party as such liabilities may be determined by a court of law or pursuant to any other appropriate procedures. Such obligations shall survive the expiration or termination of this Agreement.

Breach of Agreement

In the event of a breach of this Agreement by WCSO and failure to cure such breach within 60 days of MHRS providing notice of the breach to WCSO, MHRS, in its sole discretion, may discontinue funding further services under this Agreement, and terminate this Agreement as of an effective date determined by MHRS. Upon such termination, MHRS shall have the right to use funds remaining under this Agreement in any way it deems appropriate and WCSO shall not be entitled to receive any further payment under this Agreement, except for reimbursement of services provided prior to the effective date of the termination, not yet compensated by MHRS.

Conflicts of Interest

The parties acknowledge that as of the signing of this Agreement, neither is aware of any conflict of interest between them in relation to the services to be provided. In the event that either party becomes aware of a conflict of interest, such party shall provide written notice to the other within two (2) working days. The parties will use reasonable and good faith efforts to obtain a mutually agreeable resolution to the conflict in accordance with applicable legal requirements.

Compliance with Applicable Law

The parties agree to perform their respective obligations under this Agreement in accordance with all applicable federal, state and local laws and requirements.

Governing Law

This Agreement and all matters relating to the validity, performance, interpretation and construction of this Agreement, or the breach thereof, shall be governed by the laws of the State of Ohio.

Dispute Resolution

The parties shall employ their best efforts to resolve any dispute or disagreements regarding the subject matter of this Agreement. The parties shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Engaging in such negotiations to resolve such disputes or disagreements does not preclude either party from taking any action available under applicable law to protect its rights.

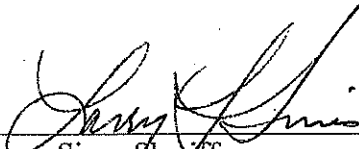
Waiver

Waiver by a party of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances, shall not be deemed to be or construed as a further or continuing waiver of any such provision, or as a waiver of any other provision of the Agreement. The failure of any party at any time to require performance of any provision of this Agreement shall in no manner affect such party's right to enforce the same at a later time.


Entire Agreement/ Amendments

It is acknowledged by the parties that this Agreement, together with all parts incorporated herein by reference or attachment hereto, represents the entire Agreement between the parties and supersedes any and all previous written or oral Agreements between the parties concerning the subject matter of this Agreement. The Agreement may be amended only with a written amendment signed by both parties.

Signatures

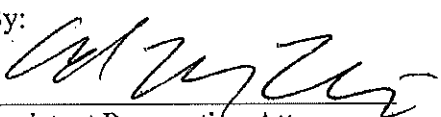


Larry Sims, Sheriff 9-16-19
Date

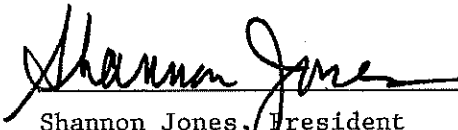


Colleen Chamberlain, Executive Director 9/25/19
Date
Warren County Sheriff's Office
Mental Health Recovery Services of Warren and Clinton Counties

Approved as to Form

By: 

Assistant Prosecuting Attorney



Shannon Jones, President
Warren County Commissioners

Final Review - For Internal Use Only:

<input checked="" type="checkbox"/> Originator CC	<input checked="" type="checkbox"/> Fiscal Review	<input checked="" type="checkbox"/> Administrative
Date 3/22/19	Date 4/3/19 KTR	Date 4/17/19 CC

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF WARREN

I, Colleen Chamberlain, holding the title and position of Executive Director at the firm MHS of Warren + Clinton, ^{Contractors} affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

Colleen Chamberlain
AFFIANT

Subscribed and sworn to before me this 1st day of October 20 19

Kelley Brown
(Notary Public),

Warren County.

My commission expires May 22 20 22



Kelley Brown
Notary Public, State of Ohio
My Commission Expires May 22, 2023

Resolution

Number 19-1317

Adopted Date October 08, 2019

APPROVE AMENDMENT NO. 1 TO AMENDED AND RESTATED FOOD SERVICE CONTRACT WITH ARAMARK CORRECTIONAL SERVICES, LLC.

BE IT RESOLVED, to approve and authorize the Board to sign Amendment No. 1 to Amended and Restated Food Service Contract with ARAMARK Correctional Services, LLC, for food service to the Warren County Jail, 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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—ARAMARK Correctional Services, LLC
Sheriff (file)

Amendment No. 1 to Amended and Restated Food Service Contract

THIS AMENDMENT NO. 1 (the "Amendment") is entered into this 8th day of October, 2019 by and between the **Warren County Board of Commissioners** ("COUNTY") and **Aramark Correctional Services, LLC**, a Delaware limited liability company having its principal place of business located at 2400 Market Street, Philadelphia PA 19103 ("VENDOR").

WHEREAS, COUNTY and VENDOR entered into an Amended and Restated Food Service Contract dated October 16, 2018 for the management of the food service operation at the Warren County Jail (the "Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective October 1, 2019.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. **Price Adjustment:** In accordance with Paragraph 5 of the Agreement, the parties agree that the price per meal charged to the COUNTY by VENDOR shall be changed as set forth on Attachment A due to changes in the Consumer Price Index. This price shall be effective from October 1, 2019 through September 30, 2020, and shall supersede in all respects the price per meal set forth in the Agreement or in any other prior agreements between the parties.

2. Except as provided herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

By: 

Mark R. Adams
Vice President, Finance

**Warren County Board of
Commissioners, OH**

By: 

Name:
Title:

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Attachment A
Warren County Jail
Effective October 1, 2019 through September 30, 2020

No. of Residents*	Price Per Meal**
201 - 220	\$1.302
221 - 240	\$1.235
241 - 260	\$1.201
261 - 280	\$1.153
281 - 300	\$1.144
301 - 320	\$1.136
Staff & Visitors	\$3.000

*The total number of resident meals served per week is divided by 21 in order to determine the price point on the sliding scale.

**\$0.03 per meal will be added to the determined price in the scale for repairs and maintenance.

AFFIDAVIT OF NON COLLUSION

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

I, Mark R. Adams, holding the title and position of Vice President, Finance at the firm Aramark Correctional Services, LLC, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

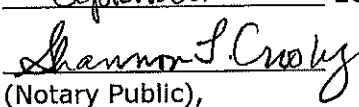
No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

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

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

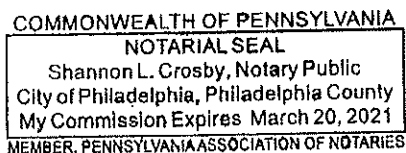

AFFIANT

Subscribed and sworn to before me this 25th day of September 20 19


(Notary Public),

Philadelphia County.

My commission expires March 20 20 21



Resolution

Number 19-1318

Adopted Date October 08, 2019

APPROVE RENEWAL OF PLANNED MAINTENANCE AGREEMENT WITH BUCKEYE POWER SALES ON BEHALF OF WARREN COUNTY FACILITIES MANAGEMENT.

BE IT RESOLVED, to approve renewal of the existing planned maintenance agreement with Buckeye Power Sales for planned continued maintenance of the backup generators on the County campus 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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tg

cc: c/a—Buckeye Power Sales
Facilities Management (file)



Planned Maintenance Agreement Quote
Page 1

Bill-to Customer No. C00459580
Warren County Commissioners
Building Services
406 Justice Drive
Lebanon, OH 45036
USA

Buckeye Power Sales Co., Inc.
4992 Riata Road
West Chester, OH 45069
USA
Phone No. 513.755.2323
Fax No. 513.755.4515

Contact Mark Zindel
Phone No. 513-933-1313
E-Mail mark.zindel@co.warren.oh.us
Salesperson Marissa Maloney
Description Planned Maintenance Agreement

Quote No. PMA1026954
Accept Before
Renewal Date 09/01/19
Invoice Period Year
Annual Amount 8,933.00
Contract No. PMA0WC1175
Contract Type Contract Renewal

We propose to furnish the materials and labor in accordance with the Buckeye Power Sales Co., Inc. Planned Maintenance Agreement Terms & Conditions

Ship-to Address
Warren Co. Admin Bldg
406 Justice Dr.
LEBANON, OH 45036

USA					
EQ0201348	PM for 0666081-ADMIN	KH200REOZP	0666081-ADMIN		1,295.00
	MAJLB-2 Major -Load Bank Test				
	MINOR Minor				

Ship-to Address
Warren Co. Common Pleas Court
500 Justice Dr.
LEBANON, OH 45036

USA					
EQ0205174	PM for 500KW COMM PLEAS	MTDS0500	500KW COMM PLEAS		1,458.00
	MAJOR Major				
	MINLB-2 Minor -Load Bank Test				

Ship-to Address
Warren Co. Common Courts
500 Justice Dr.
LEBANON, OH 45036

USA					
EQ0204898	PM for 2188369-COMM CRTS	KH125REOZJD	2188369-COMM CRTS		1,195.00
	MAJLB-2 Major -Load Bank Test				
	MINOR Minor				

Ship-to Address
Warren Co. Human Svcs
416 S. East St.
LEBANON, OH 45036

USA					
EQ0204899	PM for 2127950-HUMAN SVC	KH125REOZJB	2127950-HUMAN SVC		1,195.00
	MAJLB-2 Major -Load Bank Test				
	MINOR Minor				

SEP30 '19 RCVD

RECEIVED OMB0000

BUCKEYE POWER SALES CO., INC.

PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS

ARTICLE ONE: TERM OF CONTRACT

- 1.01 This Agreement shall commence on the date first written and shall continue for a period of one year (unless otherwise specified).
- 1.02 For services rendered under this proposal, Customer agrees to pay Servicing Agent in advance of performance of services.
- 1.03 Rates for extended years shall be determined at the beginning of each billing cycle.
- 1.04 Replacement parts will be billed at prices prevailing at time of use.
- 1.05 Emergency service between scheduled services and/or load test services will be provided at rates in effect at the time of service for labor, parts and travel.

ARTICLE TWO: REMEDIES FOR BREACH

- 2.01 In the event Servicing Agent and/or its employees/agents negligently fail to perform the Planned Maintenance Services outlined herein, the failure of which directly causes property damage, the sole remedy available to Customer shall be the replacement or repair of property with property of equal quality and value. This applies only to the Generator(s) and/or Automatic Transfer Switch(es).
- 2.02 Servicing Agent is not responsible for any consequential damages, lost profits or any damages or losses.
- 2.03 Servicing Agent shall not be responsible for failure to render the service due to causes beyond its control including labor strikes, labor disputes, acts of God, etc., or consequential damages.

ARTICLE THREE: TERMINATION OF AGREEMENT

- 3.01 Either party may terminate this Agreement by giving sixty (60) days written notice to the other party.
- 3.02 This Agreement shall terminate automatically on the occurrence of any of the following events:
 - Bankruptcy or insolvency of either party
 - Assignment of this Agreement by either party without consent of the other party
 - Sale of the business of either party
 - Acts of God
 - Death or dissolution of either party
 - Impracticability and/or impossibility of performance
- 3.03 This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Servicing Agent for Customer, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the Servicing Agent.
- 3.04 ~~Customer agrees to defend, indemnify and hold Servicing Agent, its directors, officers and employees ("Indemnitees") harmless from and against any and all claims, losses, costs, expenses, attorney's fees and liabilities ("Claims") arising out of or related to the goods~~ mm 8/26/19
- 3.05 ~~If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. The attorney's fees may be set by the court in the same action or in a separate action brought for that purpose.~~ mm 8/26/19
- 3.06 This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

ARTICLE FOUR: SERVICES TO BE PERFORMED BY SERVICING AGENT

- 4.01 Servicing Agent agrees to provide labor, test equipment and/or replacement parts so as to perform Planned Maintenance, on equipment owned and/or operated by Customer. In performing its Planned Maintenance Program, Servicing Agent shall make scheduled visits consisting of the services outlined in the proposal as defined in this article.
- 4.02 **Periodic Service**
 - Services provided in each Servicing Agent's maintenance trip will include the following:
 - Inspect air cleaner
 - Test antifreeze and adjust
 - Check coolant level
 - Inspect belts and hoses as required
 - Check engine heater operation
 - Check generator set for fuel, oil, coolant leaks
 - Check air intakes and outlets
 - Check transfer tank operation
 - Drain exhaust line
 - Inspect silencer
 - Check battery charger operation and charge rate
 - Check battery electrolyte levels and specific gravity
 - Clean battery terminals as necessary
 - Check generator output voltage and adjust as necessary
 - Emergency system operation without load transfer
 - Frequency check/governor adjustment, as required
 - Check transfer switch and accessory operation (subject to owners approval and availability during service visit)
 - Check engine alternator charge rates
 - Check engine and generator gauge and indicator operation
 - Check generator set controller operation including shutdown functions
 - Perform engine checks per manufacturer's recommendations

PMA Quote No: PMA1026954

Customer Name: Warren County Commissioners

BUCKEYE POWER SALES CO., INC.

PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS (continued)

- 4.03 **Annual Maintenance**
- Services provided in Servicing Agent's annual maintenance trip will include items listed in Section 4.02 and the following:
- Lube, oil and filter(s) change
- Fuel filter(s) change
- Engine tune-up with parts for gas or gasoline engines (per the manufacturer's service intervals) Additional pricing will apply if performed, by request of customer, outside of the manufacturer's recommended service intervals.
*Air filter and Battery replacement will be quoted at recommended intervals and invoiced at an additional charge. This charge is over and above the price of the Planned Maintenance Agreement unless otherwise specified and/or included in the Planned Maintenance Agreement.
- 4.04 This Planned Maintenance Agreement is not a guarantee of equipment availability.
- 4.05 **Load Bank Service (only if specified as "Additional Services")**
- Customer and Servicing Agent agree that a load bank test service will be provided annually for a period of time as stated in the proposal. Servicing Agent's load bank test will be performed utilizing portable resistive load banks at unity power factor. Test to be performed in accordance with usual and customary practice as defined by applicable code.
- 4.06 Servicing Agent agrees to perform Planned Maintenance to Customer's equipment in accordance with the Methods and Time Table set forth. No services or materials are under this Agreement unless specifically referred to herein.
- 4.07 **THIS AGREEMENT DOES NOT RELIEVE THE CUSTOMER OF PERIODICAL CHECKS AND TESTING AS OUTLINED IN THE MANUFACTURER'S SERVICE MANUAL.**



Planned Maintenance Agreement Quote
Page 2

Bill-to Customer No. C00459580
Warren County Commissioners
Building Services
406 Justice Drive
Lebanon, OH 45036
USA

Buckeye Power Sales Co., Inc.
4992 Rialto Road
West Chester, OH 45069
USA
Phone No. 513.755.2323
Fax No. 513.755.4515

Contact Mark Zindel
Phone No. 513-933-1313
E-Mail mark.zindel@co.warren.oh.us
Salesperson Marissa Maloney
Description Planned Maintenance Agreement

Quote No. PMA1026954
Accept Before
Renewal Date 09/01/19
Invoice Period Year
Annual Amount 8,933.00
Contract No. PMA0WG1175
Contract Type Contract Renewal

Ship-to Address
Warren Co. Jail
550 Justice Dr.
LEBANON, OH 45036

USA	EQ0200611	PM for 365026-JAIL	KH400ROZD	365026-JAIL	1,560.00
		MAJLB-2 Major-Load Bank Test			
		MINOR Minor			

Ship-to Address
Warren Co. Juvenile
570 Justice Dr.
LEBANON, OH 45036

USA	EQ0200610	PM for 357983-JUV	KH100RZ	357983-JUV	1,035.00
		MAJLB-2 Major-Load Bank Test			
		MINOR Minor			

Ship-to Address
Warren Co. Sheriff's Office
550 Justice Dr.
LEBANON, OH 45036

USA	EQ0200612	PM for 2019117-SHER OFF	KH125REOZJB	2019117-SHER OFF	1,195.00
		MAJLB-2 Major-Load Bank Test			
		MINOR Minor			

<i>Marissa Maloney</i> 9/11/19					Total	8,933.00
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Customer Signature Line

PO # _____
Sign *Shannon Jones*
Print Shannon Jones
Date 10/8/19

Please do not pay the total indicated on this quotation as it does not include the applicable sales tax. A separate invoice will be sent for payment once the signed agreement has been returned to BPS.

Kathryn M. H.
Kathryn M. Hofvath
Asst. Prosecuting Attorney

Resolution

Number 19-1319

Adopted Date October 08, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO EXECUTE THE SUBGRANT AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF JOB AND FAMILY SERVICES ON BEHALF OF WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President of this Board to execute the Subgrant Agreement with the State of Ohio Department of Job and Family Services, effective July 1, 2019 to June 30, 2021 on behalf of the Warren County Juvenile Court, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that in the event funding is not available from the State of Ohio Department of Job and Family Services, 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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Ohio Department of Job and Family Services
Juvenile (file)

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT**

G-2021-06-0084

RECITALS:

This Subgrant Agreement (Agreement) between the Ohio Department of Job and Family Services (ODJFS), the Warren County Juvenile Court (SUBGRANTEE), and the Warren County Board of Commissioners (COMMISSIONERS) and the Ohio Department of Medicaid (ODM) is created pursuant to the Subgrant awarded by ODJFS to SUBGRANTEE. SUBGRANTEE hereby accepts the Subgrant and agrees to comply with all the terms and conditions set forth in this Agreement. SUBGRANTEE agrees to the Business Associate Requirements under Health Insurance Portability and Accountability Act (HIPAA) between SUBGRANTEE and ODM.

The information below is referred to herein in accordance with Title 2 of the Code of Federal Regulations (CFR), Section 200.331:

SUBGRANTEE's Data Universal Numbering System (DUNS) number is 049436095.

The total amount of this federal award to ODJFS is Thirty-Nine Million, One Hundred Thirty-Eight Thousand, Two Hundred Two and 00/100 Dollars (\$39,138,202.00). The total amount of funds awarded to SUBGRANTEE is specified in ARTICLE III of this Agreement.

The federal contact is Eric Staples, 223 North Michigan Avenue, Suite 400, Chicago, IL 60601, phone: 312-353-6350.

The Catalogue of Federal Domestic Assistance (CFDA) number is 93.658.

The Federal Grant Document Numbers are 1901OHFOST.

This Agreement is not for research and development purposes.

The federal award project description for this Agreement is summarized as follows: administration of Title IV-E foster care. In accordance with the Federal Funding Accountability and Transparency Act (FFATA), the full project description can be obtained at <http://usaspending.gov>, under the Federal Award Title.

DEFINITIONS

- A. For the purposes of this Agreement, the terms "auditee," "auditor," "audit finding," "CFDA number," "Federal award," "Federal awarding agency," "Federal program," "internal controls," "management decision," "non-Federal entity," "nonprofit organization," "Office of Management and Budget (OMB)," "pass-through entity," "single audit," "state," "subaward" and "subrecipient" have the same meanings as provided in 2 CFR Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, hereafter referred to as the "OMB Omni-Circular".
- B. For the purposes of this Agreement, the terms "equipment," "HHS awarding agency," "real property," "subaward," "subrecipient," "supplies," "suspension of award activities," and "termination" have the same meanings as provided in 45 CFR 75.

ARTICLE I. PURPOSE; SUBGRANT ACTIVITIES

A. Purpose of the Agreement:

This Agreement allows SUBGRANTEE to administer programs under Title IV-E of the Social Security Act (Title IV-E) in accordance with all applicable laws, including but not limited to rules or regulations promulgated by the federal government, Chapter 2151 of the Ohio Revised Code (ORC), the Ohio Rules of Juvenile Procedure, and rules adopted by ODJFS related to Title IV-E and related fiscal reimbursement and auditing rules and procedures. ODJFS hereby recognizes SUBGRANTEE as a unit of government,

within the meaning of 42 United States Code (USC) 672(a)(2), which has responsibility for the placement and foster care of children within the State of Ohio and within Warren County.

B. Responsibilities and Activities of SUBGRANTEE:

In order to receive Title IV-E funding under this Agreement, SUBGRANTEE will perform in compliance with the following provisions:

1. As a unit of government with responsibility for the placement and foster care of children, SUBGRANTEE will exercise the authority granted under ORC Chapter 2151 and the Ohio Rules of Juvenile Procedure to render adjudicatory and dispositional judicial determinations for children within the jurisdiction of SUBGRANTEE, to supervise the implementation of such determinations, as necessary, and to perform any other duties that may be required of it under Title IV-E.
2. As a further condition precedent to the receipt of foster care maintenance payments on behalf of a child who meets the requirements of ARTICLE I, Section B, Paragraph 5, SUBGRANTEE agrees that during the period of time in which SUBGRANTEE has responsibility for the care and placement of the child, SUBGRANTEE will comply with all applicable federal laws and regulations, state laws and rules relevant to the Title IV-E program, including but not limited to:
 - a. Substitute Care;
 - b. Supportive Services;
 - c. Indian Child Welfare;
 - d. Interstate Placement;
 - e. Case Plan; and
 - f. Case Review.
3. SUBGRANTEE agrees that it will not deliberately adjudicate a child unruly or delinquent for the sole purpose of receiving Federal Financial Participation (FFP) under this Agreement. FFP is a federal match of expenditures deemed necessary to support "efficient and effective" administration of the Medicaid program under Title IV-E. SUBGRANTEE agrees it will not place into the legal responsibility of the county child welfare agency any child who it adjudicates to be unruly or delinquent unless SUBGRANTEE finds, and explicitly states such findings and reasons therefore in its dispositional order, that such legal care and placement responsibility is in the child's best interest. SUBGRANTEE further agrees that it will not adjudicate a child to be dependent, neglected, or abused who it would otherwise adjudicate to be delinquent or unruly, solely for the purpose of placing that child into the legal responsibility of the county public children services agency (PCSA).
4. SUBGRANTEE agrees to allow ODJFS to periodically assess and monitor SUBGRANTEE's adherence to the requirements of ARTICLE I, as follows:
 - a. Within 60 calendar days of the completion of any such assessment, ODJFS agrees to produce and submit a written report on its findings to SUBGRANTEE. After the written findings submission, the following actions are to be taken:
 - (1) Within 60 calendar days of the receipt of the report, SUBGRANTEE agrees to file a written response to ODJFS noting areas of disagreement. The response will include a continuous improvement plan (CIP) to remedy, within 90 calendar days, any deficiencies noted in the assessment with which SUBGRANTEE concurs. In the event that SUBGRANTEE disagrees with any portion, it agrees to note the areas of disagreement in its response and state its reasons why.

- (2) Within 60 calendar days of the receipt of SUBGRANTEE's response, ODJFS will inform SUBGRANTEE, in writing, of its final determination related to the matters in dispute.
 - (3) SUBGRANTEE agrees to accept the decision of ODJFS as final and binding, and further agrees to develop and implement, within 30 calendar days of the final decision, a written CIP to remedy any deficiencies within 90 calendar days of the final decision.
 - b. SUBGRANTEE expressly agrees to immediately take action to refund to ODJFS any FFP that ODJFS deems unallowable as a result of the performance deficiencies noted in the assessment.
 - c. ODJFS agrees to provide SUBGRANTEE with technical assistance necessary to develop and implement a CIP. ODJFS expressly agrees that nothing herein will be interpreted or otherwise construed as permitting ODJFS to substitute its judgment for any judicial determination of fact, law, or disposition made by SUBGRANTEE in the exercise of its powers and duties.
5. SUBGRANTEE may seek reimbursement for actual foster care maintenance costs incurred by SUBGRANTEE for an adjudicated child placed in foster care provided that all of the following elements are present:
 - a. The child for whom reimbursement is sought has been adjudicated by SUBGRANTEE to be unruly or delinquent.
 - b. The child for whom reimbursement is sought has been determined to be eligible for FFP.
 - c. The child for whom reimbursement is sought has been placed in a foster care facility that is certified, licensed, or approved by ODJFS or by another state agency described in ORC Section 5103.02 and who ODJFS further recognizes as a placement that qualifies for Title IV-E maintenance FFP. Such a foster care facility will meet all federal requirements for Title IV-E reimbursement and does not include any public facility that accommodates more than 25 children, nor any detention facility, forestry camp, training school, or other facility operated primarily for the detention of children who have been determined to be delinquent.
 - d. The foster care maintenance cost claimed for reimbursement has been made solely with local or state funds, has been made in accordance with Title IV-E foster care reimbursement ceilings as prescribed by ODJFS and in effect at the time the placement cost was incurred, and will not be claimed by any other federal reimbursement source.
 - e. As described in ORC Section 2151.419, SUBGRANTEE has journalized a dispositional order finding that reasonable efforts were made to prevent the removal of a child from his or her home or to make it possible for a child to return home, where such efforts were feasible. In making a determination of feasibility in matters involving a disposition of delinquency or unruliness, SUBGRANTEE hereby expressly acknowledges that any decision to pursue any such reasonable efforts must, of necessity, be solely governed by SUBGRANTEE's determination of what actions are in the best interest of the child, and not a desire to remove the child into placement for the purpose of detention, restraint, or punishment.
 - f. The placement chosen for the child is in the least restrictive setting, is in close proximity to the child's family, and is consistent with the best interest of the child.
 - g. SUBGRANTEE has developed and implemented a case plan for the child as required by ORC Section 2151.412.
 - h. As applicable, SUBGRANTEE has conducted the periodic review of the child's case plan, care and placement responsibility agreement as required by ORC 2151.416, ORC

- 2151.417, and 42 USC 675(5)(A), and has incorporated any findings of that review into the child's case plan.
- i. SUBGRANTEE has referred the child's case to the county child support enforcement agency (CSEA), whenever appropriate.
 - j. SUBGRANTEE has conducted all dispositional hearings required by ORC Sections 2151.354 and 2152.11.
 - k. SUBGRANTEE has entered into a dispositional order that:
 - (1) Places the child into the care and placement responsibility of a probation officer employed by SUBGRANTEE and has explicitly stated in the order that SUBGRANTEE has assumed full responsibility for the care and placement of the child; or
 - (2) Commits the child into the temporary or permanent care and placement responsibility of SUBGRANTEE.
 - l. In the case of a child who has been adjudicated to be a delinquent, SUBGRANTEE has entered into a dispositional order explicitly and expressly stating that SUBGRANTEE, with the entry of such order, has assumed full and direct responsibility for the placement and care of the child.
6. SUBGRANTEE may seek reimbursement for foster care maintenance costs for children who have not yet been adjudicated, but for whom SUBGRANTEE has assumed legal responsibility for the care and placement, provided that the requirements of ARTICLE I, Section B, Paragraph 5, Subsections (b), (c), and (d), and, where applicable, regulations listed in Section B, Paragraph 2 have been followed.
7. The Title IV-E agency that has care and placement responsibility for the child may receive reimbursement for that child's placement and care costs. SUBGRANTEE agrees that in those instances in which a child is committed to its legal care and placement responsibility from the legal custody and/or care and placement responsibility of another Title IV-E agency, SUBGRANTEE will affirmatively act to coordinate the performance of its duties with such Title IV-E agency who formerly held legal custody and/or care and placement responsibility of such child. When a child is in the care and placement responsibility of SUBGRANTEE and subsequently court ordered to the custody and/or care and placement responsibility of another Title IV-E agency, SUBGRANTEE agrees that only the Title IV-E agency that has the most recent court ordered legal responsibility for the child may bill for and receive federal reimbursement for the child's placement and care costs.
8. SUBGRANTEE may seek reimbursement of administrative and training costs related to children who are eligible to receive foster care maintenance payments and who are determined by SUBGRANTEE to be at serious risk of removal from the home, for whom SUBGRANTEE has undertaken a plan of reasonable effort to prevent such removal, when such costs are associated with the following examples of reimbursable activities:
- a. Referral of a child to services as permitted under Title IV-E and Title IV-B;
 - b. Preparation for and participation in judicial determinations;
 - c. Arrangement for the placement of the child;
 - d. Development, ongoing management, implementation, and supervision of the child's case plan, but not the cost of any therapeutic treatment or counseling services required;
 - e. Preparation for and participation in case reviews;
 - f. Agreements for the recruitment and licensing of foster homes;

- D. The ODJFS Agreement Manager is Ricardo Murph, or his successor.
- E. The ODJFS Agreement Manager may periodically communicate specific requests and instructions to SUBGRANTEE concerning the performance of activities described in this Agreement. SUBGRANTEE agrees to comply with any requests or instructions to the satisfaction of ODJFS within 10 business days after SUBGRANTEE's receipt of the requests or instructions. ODJFS and SUBGRANTEE expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Subgrant activities described in this Agreement and are not intended to amend or alter this Agreement in any way. If SUBGRANTEE believes that any requests or instructions would materially alter the terms and conditions of this Agreement or the compensation stated hereunder, SUBGRANTEE will immediately notify ODJFS pursuant to the Notice provision of this Agreement. SUBGRANTEE agrees to consult with the ODJFS Agreement Manager as necessary to ensure understanding of the Subgrant activities and the successful completion thereof.
- F. The SUBGRANTEE to whom this Agreement is awarded shall be deemed the subrecipient of the federal award received by ODJFS. Any provider, subcontractor, or subgrantee who receives funds from SUBGRANTEE under this Agreement is also considered a subrecipient of federal funds and must meet the requirements of OMB Omni-Circular, 2 CFR Part 200. SUBGRANTEE is required to conduct monitoring activities consistent with OMB Omni-Circular, 2 CFR Part 200 Subpart D and F for any provider, subcontractor, or subgrantee who receives funds from SUBGRANTEE under this Agreement.

ARTICLE II. EFFECTIVE DATE OF THE SUBGRANT

- A. This Agreement will be in effect from July 1, 2019 through June 30, 2021, unless this Agreement is suspended or terminated prior to the expiration date.
- B. It is expressly understood by both ODJFS and SUBGRANTEE that this Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. The ODJFS Agreement Manager will notify SUBGRANTEE when this certification is given.

ARTICLE III. AMOUNT OF SUBGRANT/PAYMENTS

- A. The total amount of the Subgrant is One Million and 00/100 Dollars (\$1,000,000.00). ODJFS will provide SUBGRANTEE with funds in an amount up to Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for State Fiscal Year (SFY) 2020 and up to Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for SFY 2021 expressly to perform the Subgrant activities. SUBGRANTEE understands that the terms of this Agreement do not provide for compensation in excess of the total amount listed in this section. SUBGRANTEE hereby waives the interest provisions of ORC 126.30.
- B. ODJFS agrees to reimburse SUBGRANTEE, to the extent allowed by the federal government, not to exceed the amounts listed in ARTICLE III, Section A above, and to the extent FFP is available from the federal government as follows:
1. To the extent that such costs are allowed by the federal government and FFP related to those costs is awarded, all reimbursements will consist solely of available FFP payable at the applicable federal matching rate for allowable Title IV-E administrative, training, and foster care maintenance costs. ODJFS agrees to distribute to SUBGRANTEE, net of the user fee imposed by this Agreement, the FFP awarded and received by ODJFS. SUBGRANTEE agrees to allow ODJFS to retain a user fee of not more than 5% of all FFP disbursed to SUBGRANTEE under ARTICLE III, Section B, Paragraph 3 and 4, below. SUBGRANTEE expressly acknowledges that it is aware that any funding received under this Agreement will not constitute full reimbursement for any costs incurred in the performance of this Agreement. SUBGRANTEE further acknowledges that ODJFS is not obligated to make any payments in excess of the net FFP herein authorized.
 2. SUBGRANTEE may seek reimbursement of training costs of SUBGRANTEE staff who are covered by ARTICLE I, Section B, Paragraph 9, provided that such costs are originally sourced solely from state or local funds appropriated to SUBGRANTEE and are not charged to any federal program.

3. When SUBGRANTEE seeks to claim administrative and training costs for activities performed by its own staff per ARTICLE I, Section B, Paragraph 9, SUBGRANTEE agrees to do so solely for those staff members who perform the activities enumerated in ARTICLE I, Section B, of this Agreement. Administrative and training costs payable to SUBGRANTEE will be determined utilizing the Juvenile Court Random Moment Sample Time Studies Methodology (see Attachment A) and the Juvenile Court Social Services Random Moment Cost Allocation Methodology (see Attachment B). Both Attachment A and Attachment B are hereby incorporated by reference.
4. SUBGRANTEE may seek reimbursement for allowable training costs per ARTICLE I, Section B for current and prospective relative guardians, Guardians *ad litem* (GALs) or other Court Appointed Special Advocates (CASAs). This includes attorneys representing children or parents, and child abuse and neglect court staff, in proceedings of child abuse and neglect provided that such costs are originally sourced solely from state or local funds appropriated to SUBGRANTEE and are not charged to any other federal program. Training costs payable to SUBGRANTEE will be determined utilizing the Juvenile Court Social Services Random Moment Cost Allocation Methodology and the form JFS 01797 (see Attachment B).
5. SUBGRANTEE may seek reimbursement for actual foster care maintenance costs incurred for an adjudicated child placed in foster care provided that all of the elements listed in ARTICLE I, Section B, Paragraph 5 are present.
6. SUBGRANTEE will provide documentation for all administrative and training costs claimed for reimbursement to reflect actual costs incurred and paid. SUBGRANTEE will maintain accounting records to support this documentation. SUBGRANTEE acknowledges that administrative and training costs claimable against Title IV-E are limited to those articulated under 45 CFR 1356.60. SUBGRANTEE will be responsible for the identification of costs for the activities enumerated in ARTICLE I, Section B, of this Agreement and will devise and implement accounting practices and procedures that will allow for audits of such costs. The accounting procedures will conform to generally accepted accounting principles and will treat both costs and activities consistently.
7. SUBGRANTEE agrees to use any FFP provided by this Agreement to improve children and youth services in the county and to emphasize the development of community and neighborhood-based foster care resources in the county. SUBGRANTEE agrees to affirmatively act to coordinate service improvements with the county Family and Children First Council, a partnership of government agencies and community organizations committed to improving the well-being of children and families.
8. SUBGRANTEE agrees to complete the County Title IV-E Court Letter of Assurances annually by January 1 of each year of this agreement (see Attachment C) is hereby incorporated by reference.

C. The responsibilities of the COMMISSIONERS are as follows:

1. COMMISSIONERS agree to establish an account within COMMISSIONERS' general ledger into which the COMMISSIONERS will record Title IV-E receipts and disbursements to the SUBGRANTEE. COMMISSIONERS expressly agree that not less than 75% of the Administrative FFP received from ODJFS and deposited into the established account will be made available to the credit of SUBGRANTEE, in a timely manner, to enable SUBGRANTEE to render performance of its obligations pursuant to ARTICLE I, Section B of this Agreement.
2. COMMISSIONERS agree that any Title IV-E FFP received pursuant to this Agreement, whether past, present, or anticipated, will not be treated as countervailing income or resources in the determination of current or future general appropriations made in support of the operation of SUBGRANTEE, or the county child welfare agency.
3. At the close of any fiscal year, should SUBGRANTEE show a net positive balance in FFP received under this Agreement, COMMISSIONERS agree to re-appropriate such balance as available for the next subsequent fiscal year.

4. COMMISSIONERS agree not to subject SUBGRANTEE, or the county child welfare agency to new costs not presently borne by SUBGRANTEE or the county child welfare agency because of anticipated revenue that will be received by SUBGRANTEE under this Agreement.
 5. COMMISSIONERS agree to develop and implement accounting procedures and standards which will provide an audit trail adequate to assess their performance under ARTICLE I of this Agreement.
 6. COMMISSIONERS expressly agree to immediately take action to refund any FFP ODJFS deems unallowable as a result of any performance deficiencies noted by ODJFS in its assessment per ARTICLE I, Section B, Paragraph 4 of this Agreement.
- D. SUBGRANTEE agrees to use the ODJFS approved Form JFS 01797, Juvenile Courts and the Ohio Department of Youth Services (ODYS) Social Services Random Moment Cost Allocation, Quarterly Billing. SUBGRANTEE agrees to submit the completed JFS 01797 and supporting documentation via e-mail to: JFS01797@jfs.ohio.gov, or in the case where there is no e-mail access available, one hard copy may be mailed via US Postal Service to: Ricardo Murph, Ohio Department of Job and Family Services, P.O. Box 183204, Columbus, Ohio 43218-3204.
- E. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Agreement pursuant to 45 CFR Part 75 as well as the OMB Omni-Circular; 2 CFR Part 200, including but not limited to the following federal rules:
1. **Financial Management and Standards for Financial Management Systems.** SUBGRANTEE and its subgrantee(s) shall comply with the requirements of 45 CFR 75.302, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Effective internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation and cash management;
 - f. Written procedures to implement the requirements of 45 CFR 75.305; and
 - g. Written procedures for determining the allowability of costs in accordance with 45 CFR 75 Subpart E and the terms and conditions of the Federal award.
 2. **Period of Performance and Availability of Funds.** Pursuant to 45 CFR 75.309, SUBGRANTEE and its subgrantee(s) may charge to the award only allowable costs resulting from obligations incurred during this Agreement period. All obligations incurred under the award must be liquidated no later than 90 calendar days after the end of the funding period, unless otherwise specified herein.
 3. **Cost Sharing or Matching.** Matching or cost sharing requirements applicable to the federal program must be satisfied by allowable costs incurred or third party in-kind contributions, as provided in 45 CFR 75.306, and subject to the qualifications, exceptions, and requirements of that section.
 4. **Program Income.** Program income, as defined in 45 CFR 75.307, must be used as specified in this section.
 5. **Real Property.** If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property shall be governed by the provisions of 45 CFR 75.318.

6. **Equipment.** Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds, shall be governed by the provisions of 45 CFR 75.320.
 7. **Supplies.** Title and disposition of supplies acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds shall be governed by the provisions of 45 CFR 75.321.
- F. SUBGRANTEE expressly understands that ODJFS will not compensate SUBGRANTEE for any work performed prior to SUBGRANTEE's receipt of notice from the ODJFS Agreement Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date of this Agreement.
- G. SUBGRANTEE expressly understands that ODJFS does not have the ability to compensate SUBGRANTEE for invoices submitted after the State of Ohio purchase order has been closed. State of Ohio purchase orders are issued per SFY. SUBGRANTEE must submit final invoices for payment for each SFY no later than 90 calendar days after the end date of each SFY, or if earlier, the end date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- H. SUBGRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.

ARTICLE IV. AUDITS OF SUBGRANTEE

- A. Subject to the threshold requirements of 45 CFR 75.501 and OMB Omni-Circular, 2 CFR 200.501, SUBGRANTEE must have an entity-wide single audit. SUBGRANTEE must send 1 copy of every audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within 2 weeks of the SUBGRANTEE's receipt of any such audit report.
- B. SUBGRANTEE has additional responsibilities as an auditee under OMB Omni-Circular, 2 CFR 200.508 that include, but are not limited to:
1. Proper identification of federal awards received;
 2. Maintenance of required internal controls;
 3. Compliance with all state and federal laws, and regulations, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs;
 4. Procure or otherwise arrange for the audit required in accordance with 2 CFR 200.509, and ensure proper performance and timely submission of the audit in accordance with 2 CFR 200.512;
 5. Preparation of appropriate financial statements, including the schedule of federal award expenditures in accordance with 2 CFR 200.510;
 6. Promptly follow up and take corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan, in accordance with 2 CFR 200.511; and
 7. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this ARTICLE.

ARTICLE V. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Agreement shall automatically terminate upon expiration of the time period in ARTICLE II, or upon completion of performance, or once all of the compensation has been paid.

- B. Upon a 30-calendar day written notice to the other party, either party may terminate this Agreement. Upon written notice to SUBGRANTEE, at the sole discretion of ODJFS, this Agreement may be suspended.
- C. Notwithstanding the provisions of Sections A or B above, ODJFS may suspend or terminate this Agreement immediately upon delivery of a written notice to SUBGRANTEE if:
1. ODJFS loses funding as described in ARTICLE III;
 2. ODJFS discovers any illegal conduct by SUBGRANTEE; or
 3. SUBGRANTEE has violated any provision of ARTICLE IX.
- Suspension or termination under this provision shall not entitle SUBGRANTEE to any rights or remedies described in Section E of this ARTICLE.
- D. SUBGRANTEE, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Subgrant activities;
 2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Subgrant activities and refusing any additional orders;
 3. Prepare and furnish a report to ODJFS that describes the status and percentage of completion of all Subgrant activities and includes the results accomplished and the conclusions reached through Subgrant activities;
 4. Deliver all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and deliver any and all materials or work produced under or pertaining to this Agreement whether completed or not; and
 5. Perform any other tasks ODJFS requires.
- E. In the event of suspension or termination under this ARTICLE, ODJFS will, upon receipt of a proper invoice from SUBGRANTEE, determine the amount of any unpaid Subgrant funds due to SUBGRANTEE for Subgrant activities performed before SUBGRANTEE received notice of termination or suspension. In order to determine the amount due to SUBGRANTEE, ODJFS will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODJFS. ODJFS will not be liable for any further invoice claims submitted by SUBGRANTEE.
- F. Upon SUBGRANTEE's breach or default of provisions, obligations, or duties embodied in this Agreement or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODJFS reserves the right to exercise any administrative, contractual, equitable, or legal remedy available without limitation. Any waiver by ODJFS of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or SUBGRANTEE fails to perform any obligation under this Agreement and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODJFS will not be effective unless it is in writing signed by the ODJFS Director.

ARTICLE VI. NOTICES

- A. ODJFS and SUBGRANTEE agree that communication regarding Subgrant activities, scope of work, invoice or billing questions, or other routine instructions will be between SUBGRANTEE and the identified ODJFS Agreement Manager.
- B. Notices to ODJFS from SUBGRANTEE that concern changes to SUBGRANTEE's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE IX, and/or any other formal notice regarding this Agreement will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.

- C. Notices to SUBGRANTEE from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to SUBGRANTEE's representative at the address appearing on the signature page of this Agreement.
- D. All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., registered or certified mail, postage prepaid).

ARTICLE VII. RECORDS, DOCUMENTS AND INFORMATION

SUBGRANTEE agrees that all records, documents, writings, and other information, created or used pursuant to this Agreement will be treated according to the following terms, and that the terms will be included in any agreements executed for the performance of Subgrant activities relative to this Agreement:

- A. SUBGRANTEE agrees that any media produced pursuant to this Agreement or acquired with Subgrant funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. SUBGRANTEE further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. SUBGRANTEE understands that all materials and items produced under this Agreement will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.
- B. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules will be treated as such by SUBGRANTEE. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. SUBGRANTEE will restrict the use of any information, systems, or records ODJFS provides to the specific Subgrant activities of this Agreement. SUBGRANTEE and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS and the State of Ohio. SUBGRANTEE agrees that the terms of this Section B will be included in any contract or subgrant executed by SUBGRANTEE for work under this Agreement.
- C. SUBGRANTEE information that is proprietary and has been specifically identified by SUBGRANTEE as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put SUBGRANTEE at a competitive disadvantage in SUBGRANTEE's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of SUBGRANTEE's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. SUBGRANTEE must demonstrate that any information claimed as proprietary meets the definition of "trade secret" found at ORC 1333.61 and shall defend such a claim.
- D. For Audit Purposes Only: All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Agreement will be retained by SUBGRANTEE and will be made available for audit by state and federal government entities that include, but not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of 3 years after SUBGRANTEE receives the last payment pursuant to this Agreement. If an audit, or similar action is initiated during this time period, SUBGRANTEE will retain the records until the action is concluded and all issues are resolved, or until the end of the 3 year period if the action is resolved prior to the end of the 3 year period, unless otherwise directed below in Section E of this ARTICLE. If applicable, SUBGRANTEE must meet the requirements of the OMB Omni-Circular, 2 CFR Part 200, Subpart D and F. SUBGRANTEE acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are presumptively deemed public records.
- E. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Agreement will be retained by SUBGRANTEE in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Agreement is 5 years. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, SUBGRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.

- F. SUBGRANTEE agrees to retain all records in accordance to any litigation holds that are provided to them by ODJFS, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require SUBGRANTEE to keep the records longer than the approved records retention schedule. SUBGRANTEE will be notified by ODJFS when the litigation hold ends and retention can resume based on the approved records retention schedule. If SUBGRANTEE fails to retain the pertinent records after receiving a litigation hold from ODJFS, SUBGRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- G. If applicable, SUBGRANTEE hereby agrees to current and ongoing compliance with Title 42, Section 1320d through 1320d-8 of the United States Code (42 USC 1320d to 1320d-8) and the implementing regulations found at 45 CFR 164.502(e) and 164.504(e) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If applicable, SUBGRANTEE further agrees to include the terms of this Section G in any subgrant agreements that may be executed pursuant to this Agreement.

ARTICLE VIII. AMENDMENT, ASSIGNMENT, AND SUBAWARD

- A. **Amendment.** This writing constitutes the entire agreement between ODJFS and SUBGRANTEE with respect to all matters herein. Only a writing signed by both parties may amend this Agreement. However, ODJFS and SUBGRANTEE agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective in nature.
- B. **Assignment of Interests.** SUBGRANTEE agrees not to assign any interest in this Agreement nor transfer any interest in the Subgrant without the prior written approval of ODJFS. SUBGRANTEE will submit any requests for approval of assignments and transfers to the ODJFS Agreement Manager at least 10 days prior to the desired effective date. SUBGRANTEE understands that any assignments and transfers will be subject to any conditions ODJFS deems necessary and that no approval by ODJFS will be deemed to provide for any ODJFS obligation that exceeds the Subgrant amount specified in ARTICLE III of this Agreement.
- C. **Subawards.**
1. **Subgrants.** Any subgrants by SUBGRANTEE will be made in accordance with 45 CFR 75.352.
 2. **Suspension and Debarment.** As provided in 45 CFR 75.213, SUBGRANTEE and its subgrantees must not make any award or permit any award at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
 3. **Procurement.** While SUBGRANTEE and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal laws, including 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
 4. **Monitoring and Reporting Program Performance.** SUBGRANTEE must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subaward, and function supported by the Subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 75.342.
- D. **Duties as Pass-through Entity.** In the event that SUBGRANTEE subgrants federal funds received under this Agreement to a subrecipient, SUBGRANTEE, as a pass-through entity, must follow the procedures and requirements specified in 2 CFR 200.331 and must perform duties, including but not limited to:
1. Inform each subrecipient of the proper identification of the federal awards received pursuant to 2 CFR 200.331(a)(1). When some of this information is not available, the SUBGRANTEE will provide the best information available to describe the federal award;

2. Advise subrecipients of requirements imposed on them by federal laws, regulations, and the provisions of contracts or subgrant agreements as well as any supplemental requirements imposed by ODJFS and any subsequent pass-through entity;
3. Monitor the activities of subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with all applicable federal and state laws and regulations, and the provisions of contracts or subgrant agreements and that all performance goals are achieved;
4. Ensure that subrecipients expending Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) or more in federal awards during the subrecipient's fiscal year have met the audit requirements of this Agreement for that fiscal year. One copy of every audit report must be sent to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within 2 weeks of the subrecipient's receipt of any such audit report;
5. Determine whether its subrecipients spent federal assistance funds provided in accordance with applicable laws and regulations;
6. Issue a management decision on audit findings within 6 months after receipt of the subrecipient's audit report and ensure that the subrecipient takes appropriate and timely corrective action;
7. Consider whether subrecipient audits necessitate adjustment of the pass-through entity's own records;
8. Require each subrecipient to permit ODJFS, any other state or government entity, and federal and state auditors to have access to the records and financial statements as necessary for the pass-through entity to comply with this section; and
9. Ensure that any subgrant agreement includes the approved indirect cost rate negotiated between the subrecipient and the federal government, or other indirect cost rate information as required.

ARTICLE IX. SUBGRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

By accepting this Subgrant and by executing this Agreement, SUBGRANTEE hereby affirms current and continued compliance with each condition listed in this ARTICLE. SUBGRANTEE's certification of compliance with each of these conditions is considered a material representation of fact upon which ODJFS relied in entering into this Agreement:

- A. If at any time, SUBGRANTEE is not in compliance with the conditions affirmed in this Section A, ODJFS will consider this Agreement to be *void ab initio* and will deliver written notice to SUBGRANTEE. Any funds the State of Ohio paid SUBGRANTEE for work performed before SUBGRANTEE received notice that the Agreement is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
 1. **Federal Debarment Requirements.** SUBGRANTEE affirms that neither SUBGRANTEE nor any of its principals, subgrantees, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. SUBGRANTEE also affirms that within 3 years preceding this agreement neither SUBGRANTEE nor any of its principals:
 - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph

and have not had any federal, state, or local, public transactions terminated for cause or default.

2. **Qualifications to Conduct Business.** SUBGRANTEE affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period SUBGRANTEE, for any reason, becomes disqualified from conducting business in the State of Ohio, SUBGRANTEE will immediately notify ODJFS in writing and will immediately cease performance of all Subgrant activities.
 3. **Unfair Labor Practices.** SUBGRANTEE affirms that neither SUBGRANTEE nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify SUBGRANTEE as having more than one unfair labor practice contempt of court finding.
 4. **Finding for Recovery.** SUBGRANTEE affirms that neither SUBGRANTEE nor its principals, subgrantees, or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
- B. If at any time SUBGRANTEE is not in compliance with the conditions affirmed in this Section B, ODJFS may immediately suspend or terminate this Agreement and will deliver written notice to SUBGRANTEE. SUBGRANTEE will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time SUBGRANTEE was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when SUBGRANTEE was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
1. **Americans with Disabilities.** SUBGRANTEE, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990, as amended and Section 504 of the Rehabilitation Act of 1973, as amended.
 2. **Fair Labor Standards and Employment Practices.**
 - a. SUBGRANTEE certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 - b. In carrying out this Agreement, SUBGRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.
 - c. SUBGRANTEE agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
 - d. SUBGRANTEE will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.
 3. **Ethics and Conflicts of Interest Laws.**
 - a. SUBGRANTEE certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2019-11D pertaining to ethics. SUBGRANTEE further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
 - b. SUBGRANTEE certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position,

one or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous 2 calendar years.

- c. SUBGRANTEE agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. SUBGRANTEE further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
- d. SUBGRANTEE agrees that SUBGRANTEE, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of SUBGRANTEE's functions and responsibilities under this Agreement. If SUBGRANTEE, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, SUBGRANTEE agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. SUBGRANTEE further agrees that the person with the conflicting interest will not participate in any Subgrant activities until ODJFS determines that participation would not be contrary to public interest.

4. Lobbying Restrictions.

- a. SUBGRANTEE affirms that no federal funds paid to SUBGRANTEE by ODJFS through this Agreement or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. SUBGRANTEE further affirms compliance with all federal lobbying restrictions, including 31 USC 1352. If this Agreement exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), SUBGRANTEE affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
- b. SUBGRANTEE certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 through 121.69.

5. **Child Support Enforcement.** SUBGRANTEE agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that SUBGRANTEE and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable Sections of ORC Chapters 3119, 3121, 3123, and 3125.
6. **Pro-Child Act.** If any Subgrant activities call for services to minors, SUBGRANTEE agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
7. **Drug-Free Workplace.** SUBGRANTEE, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. SUBGRANTEE will make a good faith effort to ensure that none of SUBGRANTEE's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
8. **Work Programs.** SUBGRANTEE agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
9. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, SUBGRANTEE agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible.

SUBGRANTEE agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors. In accordance with 2 CFR 200.321, SUBGRANTEE agrees to take affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.

10. Expenditure of Public Funds for Offshore Services—Executive Order Requirements.

- a. SUBGRANTEE certifies that by executing this Agreement, it has reviewed, understands, and will abide by the Governor's Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States.
- b. Prior to performing any services, and when there is a change in the location of any services provided under this Agreement, SUBGRANTEE must disclose:
 - (1) The location(s) where all services will be performed by SUBGRANTEE or any subcontractor;
 - (2) The location(s) where any state data associated with any of the services through this Agreement will be accessed, tested, maintained, backed-up, or stored; and
 - (3) The principal location of business for SUBGRANTEE and all subcontractors.
- c. SUBGRANTEE also affirms, understands, and agrees to immediately notify ODJFS of any change or shift in the location(s) of services performed by SUBGRANTEE or its subcontractors under this Agreement, and no services shall be changed or shifted to a location outside of the United States.
- d. Termination, Sanction, Damages: ODJFS is not obligated and shall not pay for any services provided under this Agreement that SUBGRANTEE or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement, and SUBGRANTEE shall immediately return to ODJFS all funds paid for those services.

In addition, if SUBGRANTEE or any of its subcontractors perform any such services outside of the United States, ODJFS may, at any time after the breach, terminate this Agreement for such breach, upon written notice to SUBGRANTEE. If ODJFS terminates the Agreement, ODJFS may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.

11. Combating Trafficking in Persons. Pursuant to 22 USC 7104(g), of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 USC 7104), see 2 CFR Part 175 this Agreement may be terminated without penalty if SUBGRANTEE or any subcontractor or subgrantee paid with Subgrant funds:

- a. Engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time this Agreement or any subcontracts or subgrants are in effect; or
- b. Uses forced labor in the performance of activities under this Agreement or under any subcontracts or subgrants.
- c. SUBGRANTEE agrees that it shall notify and require all of its subgrantees or subcontractors to notify, its employees of the prohibited activities.
- d. ODJFS has the right to immediately and unilaterally terminate this Agreement if any provision in this section is violated and ODJFS may implement Section 106(g) of the TVPA.

12. Civil Rights Assurance. The SUBGRANTEE hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), Title IX of the Education Amendments of 1972 (20

U.S.C. §1681 et seq.) and all provisions required by the implementing regulations of HHS. SUBGRANTEE shall require all entities with which it subgrants and contracts to incorporate this Section in all its agreements that are funded in whole or in part with funds from HHS.

13. **Clean Air Act and Federal Water Pollution Control Act.** SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS.
14. **Rights to Inventions.** If applicable, if any products or services provided under this Agreement meet the definition of "funding agreement" under 37 CFR 401.2(a), and SUBGRANTEE enters into a contract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the SUBGRANTEE must comply with the requirements of 37 CFR Part 401, and any implementing regulations issued by the federal awarding agency.
15. **Certification of Compliance.** SUBGRANTEE certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

ARTICLE X. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** SUBGRANTEE agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and SUBGRANTEE. SUBGRANTEE further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. SUBGRANTEE agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- B. **Limitation of Liability.** Each party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each party further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Agreement will impute or transfer any such liability or responsibility from one party to the other. To the maximum extent permitted by law, the parties' liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to SUBGRANTEE under ARTICLE III or the actual amount of direct damages incurred by any party whichever is less. SUBGRANTEE's sole and exclusive remedy for ODJFS's failure to perform under this Agreement is an action in the Ohio Court of Claims, pursuant to ORC Chapter 2743, and subject to the limitations set forth in this ARTICLE. In no event will either party be liable for any indirect or consequential damages, including loss of profits, even if a party knew or should have known of the possibility of such damages.
- C. **Infringement of Patent or Copyright.** To the extent permitted by law, if any of the materials, reports, or studies provided by SUBGRANTEE are found to be infringing items of patent or copyright and the use or publication thereof is enjoined, SUBGRANTEE agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of SUBGRANTEE under this section survive the termination of this Agreement, without limitation.
- D. **Liens.** SUBGRANTEE will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If SUBGRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to SUBGRANTEE in connection with this Agreement, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to SUBGRANTEE under this Agreement.

- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE VI. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by SUBGRANTEE's subcontractor(s) will be considered controllable by SUBGRANTEE, except for third-party manufacturers supplying commercial items and over whom SUBGRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.
- F. **Risk Assessment.** In accordance with 2 CFR 200.331 and 2 CFR 200.207, ODJFS as a pass-through entity evaluates SUBGRANTEE's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, SUBGRANTEE agrees to comply with specific conditions and monitoring requirements posed by ODJFS to ensure proper accountability and compliance with program requirements and achievement of performance goals.
- G. **Counterpart.** This Agreement may be executed in one, or more than one counterpart and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

ARTICLE XI. BUSINESS ASSOCIATE REQUIREMENTS UNDER HIPAA

- A. SUBGRANTEE, who has placement and care responsibilities of children, will have read only access to ODM's Medicaid Information Technology System (MITS) to confirm managed care plan selections and the start dates of managed care.
- B. The authority to release this data is found in Title 42 of the Code of Federal Regulations (CFR), specifically 42 CFR 431.300, 431.302, 431.304, 431.305 431.306, 435.945; Privacy regulations 45 CFR 164.502(e); 164.504(e) and security regulations 45 CFR 164.308, 164.314 issued pursuant to the Health Insurance Portability and Accountability Act [42 USC 1320d, 1320d-8]; relevant amendments effected by the American Recovery and Reinvestment Act of 2009 [Pub. L. 111-5, §§ 13400, et seq.], the terms of this Agreement, or more stringent provisions of the law, rules, or regulations of the State of Ohio. The parties agree that any MITS data or records provided under this Agreement may only be used or disclosed in accordance with Medicaid regulations. SUBGRANTEE staff will need to complete and submit the ODM 7078 before access to MITS is granted.
- The Agreement Manager for ODM is Roger Fouts, or his successor.
- C. The definitions contained in this section are derived from federal law. Should there be any conflict between the meanings assigned in this Agreement and the meanings defined in applicable federal law (even in the event of future amendments to law that create such conflict), the definitions found in federal law will prevail.

1. **General Definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use.
2. **Specific Definitions.**
 - a. HIPAA means the Health Insurance Portability and Accountability Act of 1996, the American Recovery and Reinvestment Act of 2009 (ARRA) and any other applicable federal statute or regulation.
 - b. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

- c. Covered Entity means a health plan, a health care clearinghouse, or health care provider under 45 CFR 160.103.
 - d. Business Associate means a person or entity that, on behalf of the Covered Entity, maintains, performs, or assists in the performance of a function or activity that involves the use or disclosure of "Protected Health Information" under 45 CFR 160.103.
 - e. Protected Health Information (PHI) means individually identifiable information including but not limited to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined under 45 CFR 164.501 and any amendments thereto, received or sent on behalf of ODM.
- C. SUBGRANTEE acknowledges that ODM is a Covered Entity under HIPAA. SUBGRANTEE further acknowledges that it is a Business Associate of ODM, and, in carrying out the work described in this Agreement, agrees to comply with all of the following provisions:
1. **Permitted Uses and Disclosures.** SUBGRANTEE will not use or disclose PHI except as provided in this Agreement or as otherwise required under HIPAA regulations or other applicable law.
 2. **Safeguards.** SUBGRANTEE will implement sufficient safeguards and comply with Subpart C of 45 CFR Part 164 pertaining to electronic PHI to prevent the use or disclosure of PHI other than as provided for under this Agreement. Safeguards will be implemented for all paper and electronic PHI created, received, maintained, or transmitted on behalf of ODM.
 3. **Reporting of Disclosures.** SUBGRANTEE agrees to promptly report to ODM any inappropriate use or disclosure of PHI that is not in accordance with this Agreement or applicable law, including breaches of unsecured protected health information as required at 45 CFR 164.410 and any security incident SUBGRANTEE has knowledge of or reasonably should have knowledge of under the circumstances.

Further, SUBGRANTEE shall report to ODM the following:

- a. Any use or disclosure of PHI which is not in compliance with the terms of this Agreement or applicable law of which it becomes aware; and
- b. Any security incident of which it becomes aware. For purposes of this Agreement, "security incident" means the unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

As soon as is practical following of discovery of a reportable security incident, SUBGRANTEE shall notify ODM of the existence and nature of the incident as understood at that time. SUBGRANTEE shall immediately investigate the incident and within 24 hours of discovery shall provide ODM, in writing, a report describing the status and any results of SUBGRANTEE's investigation.

Reporting and other communications made to ODM under this section must be made to ODM's HIPAA privacy officer and Office of Legal Counsel at: PrivacyOffice@medicaid.ohio.gov and Modlegal@medicaid.ohio.gov

4. **Mitigation Procedures.** SUBGRANTEE agrees to coordinate with ODM to determine specific actions that will be required of the Business Associates for mitigation, to the extent practical, of the breach. These actions will include notification to the appropriate individuals, entities, or other authorities. Notification or communication to any media outlet must be approved, in writing, by ODM prior to any such communication being released.

SUBGRANTEE will report all of its mitigation activity to ODM and shall preserve all relevant records and evidence.

5. **Incidental Costs.** SUBGRANTEE shall bear the sole expense of all costs to mitigate any harmful effect of any breaches or security incidents of which SUBGRANTEE has knowledge which are directly caused by the use or disclosure of protected health information by SUBGRANTEE in violation of the terms of this Agreement. These costs will include, but are not limited to, the cost of investigation, remediation and assistance to the affected individuals, entities or other authorities.
6. **Agents and Subcontractors.** SUBGRANTEE, in compliance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) as applicable, will ensure that all its agents and subcontractors that create, receive, maintain, or transmit PHI from or on behalf of SUBGRANTEE and/or ODM agree to have, in a written agreement, the same restrictions, conditions, and requirements that apply to SUBGRANTEE with respect to the use or disclosure of PHI.
7. **Accessibility of Information.** SUBGRANTEE will make available to ODM such information as ODM may require to fulfill its obligations to provide access, provide a copy of any information or documents with respect to PHI pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 CFR 164.524 and 164.528 and any amendments thereto.
8. **Amendment of Information.** SUBGRANTEE shall make any amendment(s) to PHI as directed by, or agreed to, by ODM pursuant to 45 CFR 164.526, or take other steps as necessary to satisfy ODM's obligations under 45 CFR 164.526. In the event that SUBGRANTEE receives a request for amendment directly from the individual, agent, or subcontractor, SUBGRANTEE will notify ODM prior to making any such amendment(s). SUBGRANTEE's authority to amend information is explicitly limited to information created by SUBGRANTEE.
9. **Accounting for Disclosure.** SUBGRANTEE shall maintain and make available to ODM or individuals requesting the information as appropriate, records of all disclosures of PHI in a Designated Record Set as necessary to satisfy ODM's obligations under 45 CFR 164.528. For every disclosure the record will include, at a minimum, the name of the individual who is the subject of the disclosure, the date of the disclosure, reason for the disclosure if any, and the name and address of the recipient to which the protected health information was disclosed.
10. **Obligations of ODM.** When SUBGRANTEE is to carry out an obligation of ODM under Subpart E of 45 CFR 164, SUBGRANTEE agrees to comply with all applicable requirements of Subpart E that would apply to ODM in the performance of such obligation.
11. **Access to Books and Records.** SUBGRANTEE shall make available to ODM and to the Secretary of the U.S. Department of Health and Human Services, any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from ODM or created or received on behalf of ODM. Such access is for the purposes of determining compliance with the HIPAA Rules.
12. **Material Breach.** In the event of material breach of SUBGRANTEE's obligations under this Article, ODM may immediately terminate this Agreement as set forth in ARTICLE VI, Section B. Termination of this Agreement will not affect any provision of this Agreement, which, by its wording or its nature, is intended to remain effective and to continue to operate after termination.
13. **Return or Destruction of Information.** Upon termination of this Agreement and at the request of ODM, SUBGRANTEE will return to ODM or destroy all PHI in SUBGRANTEE's possession stemming from this Agreement as soon as possible but no later than 90 days and will not keep copies of the PHI except as may be requested by ODM or required by law, or as otherwise allowed for under this Agreement. If SUBGRANTEE, its agent(s), or

subcontractor(s) destroy any PHI, then SUBGRANTEE will provide to ODM documentation evidencing such destruction. Any PHI retained by SUBGRANTEE will continue to be extended the same protections set forth in this Section, HIPAA regulations and this Agreement for as long as it is maintained.

14. **Survival.** These provisions shall survive the termination of this Agreement.

ARTICLE XII. CONSTRUCTION

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

Signature Page Follows:

Remainder of page intentionally left blank.

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT

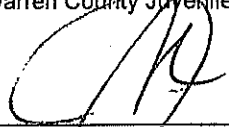
SIGNATURE PAGE

G-2021-06-0084

THE PARTIES HAVE EXECUTED THIS SUBGRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

Warren County Juvenile Court

Ohio Department of Job and Family Services


Authorized Signature (Blue Ink Please)

Kimberly L. Hall, Director

Joseph Kirby
Printed Name

Date


9/27/19
Date

570 Justice Drive
Lebanon, Ohio 45306

30 East Broad Street, 32nd Floor
Columbus, Ohio 43215

Warren County Board of Commissioners

Ohio Department of Medicaid
50 West Town Street
Columbus, Ohio 43215

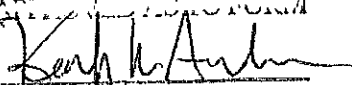

Authorized Signature (Blue Ink Please)

Maureen M. Corcoran, Director

Shannon Jones, President
Printed Name and Title

Date

10/8/19
Date

APPROVED FOR THE COURT

Keith W. Anderson
Asst. Prosecuting Attorney

**ATTACHMENT A
Title IV-E**

Juvenile Court Random Moment Sample (JCRMS) Time Studies Methodology

- (A) The juvenile court random moment sample (JCRMS) time studies are designed to measure juvenile court staff activity regarding the Title IV-E program for juvenile courts that have entered into a sub-grant agreement with the Ohio Department of Job and Family Services (ODJFS). The JCRMS is a subset of the social service RMS and is completed on a quarterly basis for employees of the juvenile court. Data collected from these time studies is used to calculate the percentage of time spent on the Title IV-E program by the county juvenile court. The "Juvenile Courts Random Moment Sample (JCRMS) Time Studies Observation Form, JFS 01794" is used to report juvenile court staff activity regarding the Title IV-E program.
- (B) Juvenile courts may seek reimbursement of necessary and responsible administrative and training costs associated with court actions for children eligible to receive foster care maintenance payments and children determined by the court to be at serious risk of removal from home and for whom the court has undertaken a plan of reasonable efforts to prevent such removal.
- (C) In cases where county juvenile courts desire to claim administrative and training costs for activities performed by their own staff, the court agrees to do so solely on behalf of staff that performs the Title IV-E activities.
- (D) Administrative and training cost payable to the court will be determined utilizing the "Juvenile Courts and the Ohio Department of Youth Services (ODYS) Social Services Random Moment Cost Allocation Quarterly Billing" JFS 01797, a random moment sample time study, and other procedures and forms as applicable.
- (E) Title IV-E activities may be performed by personnel of the court, by contractual agreement, or by another party on behalf of the court. The activity must be made on behalf of children eligible to receive foster care maintenance payments or children determined by the court to be at serious risk of removal from the home and for whom the court has undertaken a plan of reasonable efforts to prevent such removal. Reimbursement of costs claimed for these activities must originally be expended solely from state or local funds appropriated to the court and may not be charged to any other federal program.
- (F) The JCRMS reporting quarter offsets the calendar quarter by one month as follows:

RMS Sampling Period	Billing Quarter
First Quarter: Jun, Jul, Aug,	First Quarter: Jul, Aug, Sept,
Second Quarter: Sept, Oct, Nov,	Second Quarter: Oct, Nov, Dec,
Third Quarter: Dec, Jan, Feb,	Third Quarter: Jan, Feb, Mar,
Fourth Quarter: Mar, Apr, May.	Fourth Quarter: Apr, May, Jun.

ATTACHMENT A

Title IV-E

Juvenile Court Random Moment Sample (JCRMS) Time Studies Methodology

- (G) Employees engaged in directly related program functions shall participate in the RMS time studies and cannot participate in more than one type of time study, per OAC 5101:9-7-20.
- (H) The JCRMS is designed to identify the county juvenile court staff activities directly related to program functions benefiting the Title IV-E program.
- (I) The juvenile court must assign a random moment coordinator and alternate coordinator(s) to administer the JCRMS. At least one alternate must be selected to complete the RMS process in the coordinator's absence. The responsibilities of the coordinator include but are not limited to:
 - (1) Acting as the liaison for communications with the ODJFS JCRMS time study administrator;
 - (2) Acting as the liaison for communications with ODJFS staff;
 - (3) Providing quarterly updates to ODJFS JCRMS time study administrator regarding new appointments, terminations, transfers, staff assignments, county holidays or other information likely to affect RMS operations;
 - (4) Insuring the 10% quality assurance process is being properly administered.
- (J) The juvenile court random moment sample observation form JFS 01794 and the instructions JFS 01794I can be found at www.odjfs.state.oh.us/forms/inter.asp

**Title IV-E
Juvenile Court Social Services Random Moment Cost Allocation Methodology
Quarterly Billing**

- (A) Juvenile courts having subgrant agreements with ODJFS will use the "Juvenile Courts and the Ohio Department of Youth Services (ODYS) Social Services Random Moment Cost Allocation Quarterly Billing" form JFS 01797 to bill for services; ODJFS will use the form as a basis for reimbursement to the courts. In completing the social services random moment allocation quarterly billing form, costs are divided into direct, shared, and purchased administrative costs.

ALLOWABLE COSTS

- (B) **Direct administrative costs** are costs for staff, and employees who perform direct case services related to the award, and who participate in the JCRMS. Occupancy rental and utility costs for the housing of such staff may only be claimed for reimbursement if such staff is housed in quarters that are not owned by the county and for which the court has entered into a lease agreement. Specific direct administrative costs for staff include, but are not limited to:
- (1) Payroll and fringe benefit costs;
 - (2) Equipment and consumable supply costs;
 - (3) Separately metered postage and telephone costs;
 - (4) Cost of liability insurance provided that the cost of such insurance is related to the performance of the award and is separately identified in a master policy, is carried as a separate policy, or as a rider to an existing policy;
 - (5) Travel and per diem costs;
 - (6) Training registration fees;
 - (7) Operational costs inclusive of rent, leases, and utilities.
- (C) **Child Welfare Training Costs** are staff time incurred preparing for, traveling to or from, engaged in conducting or attending training specifically related to child welfare. This training is for activities related to conducting or attending allowable short-term training costs for current and prospective relative guardians, Guardians *ad litem* (GALs) or other Court Appointed Special Advocates (CASAs), including attorneys representing children or parents, child abuse and neglect court staff, in proceedings of child abuse and neglect. The guardian has to be appointed by court order and the reimbursement allows for non-federal funds spent on allowable training activities to the eligible trainees. The reimbursement costs are part of the allowable cost pool. Child Welfare training costs may include, but are not limited to:
- (1) Modifications to the case plan,

**Title IV-E
Juvenile Court Social Services Random Moment Cost Allocation Methodology
Quarterly Billing**

- (2) Completing the risk assessment,
- (3) Making reasonable candidate determinations,
- (4) Case review requirements of candidates for foster care,
- (5) Monitoring plans for compliance with candidate policy,
- (6) Facilitating eligibility determinations,
- (7) Fair hearings and appeals,
- (8) Service referrals,
- (9) Preparing for and participating in judicial determinations for children in foster care settings;
- (10) Placement activities,
- (11) Developing a case plan,
- (12) Case reviews,
- (13) Case management and supervision.

The activities for **attending** training include but are not limited to:

- (14) Staff travel to and from,
- (15) Attending training.

The activities for **conducting** training include but are not limited to:

- (16) Staff travel time to and from,
- (17) Preparing for the training,
- (18) Conducting the training,
- (19) Researching training material
- (20) Copying training material.

(D) **Purchased administrative costs** are the payments made under contracts or governmental agreements directly related to the performance of activities required by the court's Title - IV-E agreement with ODJFS. Such costs would include professional fees paid for case management activities and home studies, payments made to the county public children services agency (PCSA) to eligibility determinations or claims processing activities performed by that agency, and fees paid to outside vendors to operate the JCRMS if the court chooses not to conduct the time study using its own staff.

(E) **Shared administrative costs** are to be proportionately allocated to both allowable and unallowable costs centers. The court must determine an appropriate allocation methodology to be used as long as the allocation methodology is reasonable, consistently applied, and fairly distributes shared costs to both allowable and unallowable costs centers. The allocation methodology must be documented and adjusted when necessary to maintain a reasonable and fair distribution of administrative funds. Shared administrative costs allocable to allowable direct administrative costs are to be reported on the "Juvenile Courts and the Ohio Department of Youth Services (ODYS) Social Services Random Moment Cost Allocation Quarterly Billing" JFS 01797. Shared costs include salaries, related compensation and operational costs inclusive of rent, leases, utilities, supplies, etc.,

**Title IV-E
Juvenile Court Social Services Random Moment Cost Allocation Methodology
Quarterly Billing**

for all employees assigned to indirect agency functions and may include administrative contracts related to all major program areas of the court.

- (F) **Unallowable Costs** not to be reported on the "Juvenile Courts and the Ohio Department of Youth Services (ODYS) Social Services Random Moment Cost Allocation Quarterly Billing" form JFS 01797 include, but are not limited to the following:
- (1) All costs associated with the operation of a detention facility;
 - (2) All costs associated with the operation of a placement setting for which ODJFS computes an IV-E reimbursement rate;
 - (3) Personnel cost of an elected official;
 - (4) Costs stemming from the court exercising its authority as a judicial body specifically including costs incurred to:
 - (a) Docket cases;
 - (b) Conduct hearings;
 - (c) Maintenance of the court journal;
 - (d) Personnel costs for magistrates, clerks, and bailiffs;
 - (e) Providing notice to compel the presence of parties to appear before the court;
 - (f) Operation and maintenance of a law library; and
 - (g) Subscription to a legal reference service.
 - (5) Fees paid for services provided to children who are in the legal custody of the court, its probation department, or a probation officer or fees paid for services provided to the families of such children;
 - (6) Fees paid for services, other than case management services, provided to children, or their families, where the court has determined and documented that such children are at imminent risk of removal into placement and for whom the court has initiated a program of reasonable efforts to prevent that removal;
 - (7) All foster care maintenance costs paid for any child;

**Title IV-E
Juvenile Court Social Services Random Moment Cost Allocation Methodology
Quarterly Billing**

- (8) All costs incurred for mechanical or electronic detention devices and services.
- (9) Salary or compensation for eligible GALs/CASAs trainees.
- (G) **The Title IV-E foster care eligibility rate** (sometimes called the participation, penetration or discount rate) is determined by dividing the total number of days served by Title IV-E foster care eligible children (the numerator) by the total number of days served by all children in foster care (the denominator). The definition of foster care per 45 Code of Federal Regulations (CFR) 1355.20: Foster care means 24-hour substitute care for children placed away from their parents or guardians and for whom the Title IV-E agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and pre-adoptive homes.

The numerator is comprised of the total number of placement days experienced by Title IV-E eligible children in foster care housed in licensed settings. Days to be included/not included are as follows:

1. Include days Title IV-E eligible children are placed in a licensed setting;
2. Include days when a Title IV-E eligible child is on eligible leave from a licensed setting. (e.g. trial, parental, relative or non-relative home visit, hospital stay, absence without leave (AWOL) camp or vacation);
3. Do not include days when a Title IV-E eligible child is placed in a non-licensed setting. (e.g. Detention facilities, forestry camps, training schools, a non-licensed relative);
4. Do not include days on behalf of Non-Title IV-E eligible children.

The denominator is comprised of the total number of placement days experienced for all children who are in foster care. Days to be included/not included are as follows:

1. Include days for all children in foster care, regardless of Title IV-E eligibility, placed in a licensed setting or non-licensed setting;
2. Include days for all children in foster care, regardless of Title IV-E eligibility, on leave from a licensed or non-licensed setting;
3. Do not include days when a child is removed from their home and placed directly into detention or a forestry camp, as the child is not considered to be in foster care.

When a child who is placed directly into detention or a forestry camp is subsequently placed into foster care, their days will be counted regardless of Title IV-E eligibility and regardless of the placement setting.

**Title IV-E
Juvenile Court Social Services Random Moment Cost Allocation Methodology
Quarterly Billing**

- (H) The juvenile court social services random moment allocation quarterly billing form JFS 01797 can be found at www.odjfs.state.oh.us/forms/inter.asp

ATTACHMENT C

**County Title IV-E Court
ASSURANCES**

In accordance with Ohio Administrative Code rules 5101:2-40-02 (effective 10/1/2017); 5101:2-5-09 (effective 9/1/15); 5101:2-5-09.1 (effective 3/1/17) and 5101:2-33-55 (effective 6/1/17):

- A. The Title IV-E Court assures that all mandated supportive services are available¹ to all children and families in need of services without regard to income, race, color, national origin, religion, social status, handicap or sex. 5101:2-40-02 (W)(1)

Mandatory Supportive Services available¹ per 5101:2-40-02 (G) & (J)²

- Case Management Services
- Counseling Services
- Diagnostic Services
- Information and Referral Services
- Life Skill Services
- Substitute Care
- Therapeutic Services
- Unmarried Parent Services (5101:2-42-70)³

- B. The Title IV-E Court assures there is a commitment to maintaining and improving the quality of services for the support of families and the protection of children. 5101:2-40-02 (W)(2)⁴
- C. The Title IV-E Court assures there is a commitment to meeting staff resource requirements of the state and/or county civil service system. 5101:2-40-02 (W)(3)⁵
- D. The Title IV-E Court assures they have reviewed personnel and training records; the required criminal background checks⁶, education and in-service training requirements⁷:
- Have been met timely for all current staff and will continue to be met for future hires.
 - Have not met the timeliness requirements for current staff, but assures there is a commitment to meeting timeliness for current staff and future hires.
 - Have obtained criminal record checks.
 - Have met or will meet training topic requirements for current staff.

Judge or Court Administrator Signature County IV-E Court	Date
---	------

Preparer	Preparer's Title	Date Submitted

¹ "Available" is defined as services that are provided by either the IV-E Court or another service provider.
² Refer to linked rule: <http://emanuals.ifs.ohio.gov/FamChild/FCASM/SocialServices/5101-2-40-02.stm>
³ Refer to linked rule: <http://emanuals.ifs.ohio.gov/FamChild/FCASM/SocialServices/5101-2-42-70.stm>
⁴ This rule cite refers to the assurance that the IV-E Court will provide services appropriate to the needs of the family.
⁵ This rule cite refers to the assurance that the IV-E Court will assure that staff meet training requirements specific to their position.
⁶ IV-E Court will assure the required criminal background checks for hire have been completed. Refer to linked ORC: <http://codes.ohio.gov/orc/2151.86> and <http://codes.ohio.gov/orc/5153.111>
⁷ "Training requirements" are defined as requirements specified for the individuals conducting work on the IV-E Court case.

Resolution

Number 19-1320

Adopted Date October 08, 2019

APPROVE NOTICE OF INTENT TO AWARD BID TO W.G. STANG, LLC FOR THE FY19 WAYNE MEADOWS INFRASTRUCTURE IMPROVEMENT CDBG PROJECT

WHEREAS, bids were closed at 9:15 a.m., October 1, 2019, and the bids were received, opened and read aloud for the FY19 Wayne Meadows Infrastructure Improvement CDBG Project for the Grants Administration Office, and the results are on file in the Board of Commissioners' Office; and

WHEREAS, the Warren County Grants Coordinator, has determined that W.G. Stang, LLC., is the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Grants Coordinator, that it is the intent of this Board to award the bid to W.G. Stang, LLC., 2403 Jacksonburg Road, Hamilton, Ohio, for a total bid price of \$177,302.00; and

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

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

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

Resolution adopted this 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KH\

cc: OGA (file)
OMB Bid file

Resolution

Number 19-1321

Adopted Date October 08, 2019

ACKNOWLEDGE RECEIPT OF SEPTEMBER 2019 FINANCIAL STATEMENT

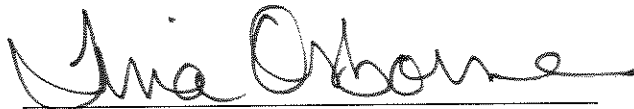
BE IT RESOLVED, to acknowledge receipt of the September 2019 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file)
S. Spencer
Tina Osborne

Financial Statement for 2019 Period 9



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	45,457,245.11	15,251,843.16	6,400,162.82	54,308,925.45	1,371,417.01	55,680,342.46
2201	SENIOR CITIZENS SERVICE LEVY	8,146,392.95	3,131,068.50	39,057.76	11,238,403.69	0.00	11,238,403.69
2202	MOTOR VEHICLE	3,799,106.07	1,267,020.57	1,203,626.44	3,862,500.20	84,402.06	3,946,902.26
2203	HUMAN SERVICES	999,846.76	309,286.41	344,079.72	965,053.45	60,714.58	1,025,768.03
2205	BOARD OF DEVELOPMENTAL DISABIL	36,275,493.34	6,244,777.90	1,148,170.37	41,372,100.87	130,210.14	41,502,311.01
2206	DOG AND KENNEL	517,059.03	8,199.40	21,265.87	503,992.56	154.72	504,147.28
2207	LAW LIBRARY RESOURCES FUND	348,495.91	40,687.04	36,123.23	353,059.72	22,093.05	375,152.77
2208	CO&TRANSIT MEDICAID SALES TAX	835,463.72	0.00	0.00	835,463.72	0.00	835,463.72
2209	BOE CYBERSECURITY UPGRADE	50,000.00	0.00	0.00	50,000.00	0.00	50,000.00
2215	VETERAN'S MEMORIAL	4,172.14	0.00	0.00	4,172.14	0.00	4,172.14
2216	RECORDER TECH FUND 317.321	279,536.08	11,609.00	0.00	291,145.08	0.00	291,145.08
2217	BOE TECHNOLOGY FUND 3501.17	1,612,383.56	0.00	0.00	1,612,383.56	0.00	1,612,383.56
2218	COORDINATED CARE	739,553.28	2,394.89	32,278.50	709,669.67	13,511.25	723,180.92
2219	WIRELESS 911 GOVERNMENT ASSIST	220,299.62	19,257.11	12,563.78	226,992.95	0.00	226,992.95
2220	CP INDIGENT DRVR INTRLK/MONITG	4,368.26	184.12	0.00	4,552.38	0.00	4,552.38
2221	CC/MC INDIGENT DRIVER INTERLOC	93,288.30	682.23	0.00	93,970.53	0.00	93,970.53
2222	JUV INDIGENT DRIVER INTERLOCK	1,455.35	0.00	0.00	1,455.35	0.00	1,455.35
2223	PROBATE/JUVENILE SPECIAL PROJ	266,826.30	3,535.00	1,084.42	269,276.88	0.00	269,276.88
2224	COMMON PLEAS SPECIAL PROJECTS	286,667.22	7,066.25	2,758.70	290,974.77	0.00	290,974.77
2227	PROBATION SUPERVISION 2951.021	577,637.20	2,009.37	0.00	579,646.57	0.00	579,646.57
2228	MENTAL HEALTH GRANT	102,981.11	0.00	0.00	102,981.11	0.00	102,981.11
2229	MUNICIPAL MOTOR VEH PERMIS TAX	2,437,285.30	-170,456.93	7,044.71	2,259,783.66	0.00	2,259,783.66
2231	CO LODGING ADD'L 1%	122,656.77	106,086.75	82,464.17	146,279.35	0.00	146,279.35
2233	DOMESTIC SHELTER	3,988.00	4,492.00	0.00	8,480.00	0.00	8,480.00
2237	REAL ESTATE ASSESSMENT	3,186,022.84	1,242,213.56	60,678.05	4,367,558.35	0.00	4,367,558.35
2238	WORKFORCE INVESTMENT BOARD	22,864.95	87,222.89	103,200.88	6,886.96	79,553.84	86,440.80
2243	JUVENILE GRANTS	310,084.58	3,165.81	5,004.95	308,245.44	0.00	308,245.44
2245	CRIME VICTIM GRANT FUND	18,334.91	7,159.45	7,294.24	18,200.12	58.40	18,258.52
2246	JUVENILE INDIGENT DRIVER ALCOH	18,731.07	4,022.65	0.00	22,753.72	0.00	22,753.72
2247	FELONY DELINQUENT CARE/CUSTODY	941,263.71	0.00	52,617.35	888,646.36	110.25	888,756.61
2248	TAX CERTIFICATE ADMIN FUND	21,892.00	525.00	0.00	22,417.00	0.00	22,417.00

Financial Statement for 2019 Period 9



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2249	DTAC-DELINQ TAX & ASSESS COLLE	623,047.95	37,028.41	17,804.04	642,272.32	0.00	642,272.32
2250	CERT OF TITLE ADMIN FUND	3,519,110.14	201,549.05	91,012.50	3,629,646.69	3,608.72	3,633,255.41
2251	COAP GRANT - OPIOD ABUSE PROG	377,588.61	0.00	14,954.10	362,634.51	12,630.80	375,265.31
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	40,997.03	23,165.66	38,616.49	25,546.20	0.00	25,546.20
2255	MUNICIPAL VICTIM WITNESS FUND	74,242.63	0.00	3,157.34	71,085.29	0.00	71,085.29
2256	WARREN COUNTY SOLID WASTE DIST	1,270,358.54	16,869.62	11,363.98	1,275,864.18	0.00	1,275,864.18
2257	OHIO PEACE OFFICER TRAINING	88,197.00	0.00	1,200.00	86,997.00	0.00	86,997.00
2258	WORKFORCE INVESTMENT ACT FUND	34,203.92	32,868.09	44,833.78	22,238.23	0.00	22,238.23
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	28,024.39	0.00	28,024.39	0.00	0.00	0.00
2262	COMMUNITY CORRECTIONS MONITRI	490,472.44	32,034.26	23,774.35	498,732.35	345.00	499,077.35
2263	CHILD SUPPORT ENFORCEMENT	738,119.56	443,409.76	256,027.64	925,501.68	4,872.49	930,374.17
2264	EMERGENCY MANAGEMENT AGENCY	161,523.10	11,709.44	14,969.10	158,263.44	1,094.30	159,357.74
2265	COMMUNITY DEVELOPMENT	597,201.30	21,012.50	52,387.63	565,826.17	29,162.04	594,988.21
2266	COMM DEV-ENT ZONE MONITOR FEES	103,063.00	0.00	0.00	103,063.00	0.00	103,063.00
2267	LOEB FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00	0.00
2268	INDIGENT GUARDIANSHIP FUND	201,586.21	1,820.00	1,804.23	201,601.98	0.00	201,601.98
2269	INDIGENT DRIVER ALCOHOL TREATM	516,549.44	6,944.54	0.00	523,493.98	0.00	523,493.98
2270	JUVENILE TREATMENT CENTER	236,176.21	17,843.58	101,137.64	152,882.15	1,312.49	154,194.64
2271	DTAC-PROSECUTOR ORC 321.261	215,477.86	33,890.41	25,319.96	224,048.31	0.00	224,048.31
2272	CP INDIGENT DRVR ALC TREATMT	11,586.08	0.00	0.00	11,586.08	0.00	11,586.08
2273	CHILDREN SERVICES	5,773,546.82	1,080,629.45	627,547.93	6,226,628.34	275,937.61	6,502,565.95
2274	COUNTY COURT COMPUTR 1907.261A	64,441.64	1,437.00	50.00	65,828.64	0.00	65,828.64
2275	COUNTY CRT CLK COMP 1907.261B	83,979.92	3,530.38	71,308.00	16,202.30	0.00	16,202.30
2276	PROBATE COMPUTER 2101.162	76,210.76	732.00	0.00	76,942.76	0.00	76,942.76
2277	PROBATE CLERK COMPUTR 2101.162	199,023.01	2,440.00	0.00	201,463.01	0.00	201,463.01
2278	JUVENILE CLK COMPUTR 2151.541	90,181.41	1,395.00	27,257.24	64,319.17	0.00	64,319.17
2279	JUVENILE COMPUTER 2151.541	33,286.64	423.00	0.00	33,709.64	0.00	33,709.64

Financial Statement for 2019 Period 9



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2280	COMMON PLEAS COMPUTER 2303.201	27,939.74	1,305.00	0.00	29,244.74	0.00	29,244.74
2281	DOMESTIC REL COMPUTER 2301.031	12,033.68	690.00	0.00	12,723.68	0.00	12,723.68
2282	CLERK COURTS COMPUTER 2303.201	257,631.23	5,969.00	0.00	263,600.23	0.00	263,600.23
2283	COUNTY CT SPEC PROJ 1907.24B1	1,572,463.53	22,677.98	2,694.68	1,592,446.83	829.41	1,593,276.24
2284	COGNITIVE INTERVENTION PROGRAM	384,773.91	9,666.47	12,438.20	382,002.18	1,927.45	383,929.63
2285	CONCEALED HANDGUN LICENSE	725,496.63	8,850.00	5,724.54	728,622.09	0.00	728,622.09
2286	SHERIFF-DRUG LAW ENFORCEMENT	16,280.81	502.00	1,306.27	15,476.54	847.28	16,323.82
2287	SHERIFF-LAW ENFORCEMENT TRUST	176,257.31	0.00	610.00	175,647.31	180.99	175,828.30
2288	COMM BASED CORRECTIONS DONATIO	1,287.47	0.00	500.00	787.47	500.00	1,287.47
2289	COMMUNITY BASED CORRECTIONS	188,402.98	0.00	13,811.67	174,591.31	3,437.42	178,028.73
2290	HAZ MAT EMERG PLAN SPEC FUND	2.56	0.00	0.00	2.56	0.00	2.56
2291	SHERIFF-D.A.R.E. PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	9,182.00	39,550.00	0.00	48,732.00	0.00	48,732.00
2294	SHERIFF DARE LAW ENFORC GRANT	170,104.60	0.00	170,104.60	0.00	0.00	0.00
2295	TACTICAL RESPONSE UNIT	14,211.15	0.00	1,951.22	12,259.93	0.00	12,259.93
2296	COMP REHAB DWNPMT ASST COMMDEV	41,845.14	0.00	0.00	41,845.14	0.00	41,845.14
2297	ENFORCEMT & EDUCATN 4511.19G5A	107,205.43	732.00	0.00	107,937.43	0.00	107,937.43
2298	REHAB INC FUNDS	86,201.74	0.00	0.00	86,201.74	0.00	86,201.74
2299	COUNTY TRANSIT	1,430,980.22	6,468.00	88,837.56	1,348,610.66	0.00	1,348,610.66
3327	BOND RETIREMENT SPECIAL ASSMT	642,907.79	431,117.31	0.00	1,074,025.10	0.00	1,074,025.10
3360	STATE OPWC LOAN	56,357.85	0.00	0.00	56,357.85	0.00	56,357.85
3368	2013 RADIO SYSTEM BONDS	882,720.00	0.00	0.00	882,720.00	0.00	882,720.00
3384	TAX INCREMENT FINANCING - P&G	1,742,974.78	0.00	0.00	1,742,974.78	0.00	1,742,974.78
3393	2009 RID BOND GREENS OF BUNNEL	3,110,845.01	22,575.16	245.17	3,133,175.00	0.00	3,133,175.00
3395	JAIL BONDS 2019	0.00	5,479,407.53	459,686.00	5,019,721.53	0.00	5,019,721.53
4401	COUNTY WIDE FINANCIAL SOFTWARE	231,351.96	0.00	0.00	231,351.96	0.00	231,351.96
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	463,015.60	0.00	206,035.84	256,979.76	0.00	256,979.76
4432	EDWARDSVILLE ROAD BRIDGE	47,044.21	0.00	0.00	47,044.21	0.00	47,044.21
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2019 Period 9



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4434	LIBERTY WAY/MASON RD TURN LANE	10,000.00	0.00	4,750.00	5,250.00	4,750.00	10,000.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	188,000.76	0.00	91,720.45	96,280.31	0.00	96,280.31
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	10,574.71	0.00	0.00	10,574.71	0.00	10,574.71
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	67,112.69	0.00	9,641.28	57,471.41	0.00	57,471.41
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	4,415,398.93	0.00	73,760.93	4,341,638.00	2,841.08	4,344,479.08
4479	AIRPORT CONSTRUCTION	958,992.92	0.00	49,968.64	909,024.28	0.00	909,024.28
4484	P&G TIF ROAD CONSTRUCTION	0.00	1,942,229.79	21,114.73	1,921,115.06	0.00	1,921,115.06
4485	MIAMI VALLEY GAMING TIF	654,848.94	549,032.35	5,968.74	1,197,912.55	0.00	1,197,912.55
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	2,850,004.72	0.00	163,198.40	2,686,806.32	0.00	2,686,806.32
4493	BUNNELL HILL RD CONSTRUCTN RID	78,157.60	202,936.90	2,206.46	278,888.04	0.00	278,888.04
4494	COURTS BUILDING	1,076,451.08	0.00	83,923.06	992,528.02	0.00	992,528.02
4495	JAIL CONSTRUCTION SALES TAX	14,101,325.24	43,535,612.15	3,648,060.60	53,988,876.79	0.00	53,988,876.79
4496	JUVENILE DETENTION ADDN & RENO	281,460.94	0.00	0.00	281,460.94	0.00	281,460.94
4497	JAIL CONSTRUCTION & REHAB	9,827,408.75	0.00	700.00	9,826,708.75	0.00	9,826,708.75
4498	COUNTY FAIRGROUNDS CONSTRUCTN	11,436.08	0.00	0.00	11,436.08	0.00	11,436.08
4499	JUVENILE/PROBATE CT EXPANSION	1,795,564.71	0.00	225,410.71	1,570,154.00	220,602.71	1,790,756.71
5510	WATER REVENUE	32,810,540.20	1,451,117.73	2,828,602.59	31,433,055.34	51,734.98	31,484,790.32
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	2,195,483.88	0.00	65,811.49	2,129,672.39	19,550.34	2,149,222.73
5580	SEWER REVENUE	28,242,187.87	784,833.24	494,967.21	28,532,053.90	121,142.26	28,653,196.16
5581	SEWER IMPROV-WC VOCATIONAL SCH	198,750.27	5,761.93	0.00	204,512.20	0.00	204,512.20
5583	WATER CONST PROJECTS	601,002.28	2,014,009.43	84,265.94	2,530,745.77	0.00	2,530,745.77
5590	STORM WATER TIER 1	61,838.00	117,836.25	14,305.80	165,368.45	0.00	165,368.45

Financial Statement for 2019 Period 9



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
6619	VEHICLE MAINTENANCE ROTARY	257,378.68	62,685.61	51,834.54	268,229.75	13,506.00	281,735.75
6630	SHERIFF'S POLICING REVOLV FUND	728,307.54	846,144.24	346,601.29	1,227,850.49	0.00	1,227,850.49
6631	COMMUNICATIONS ROTARY	258,030.14	2,411.72	1,279.98	259,161.88	2,112.58	261,274.46
6632	HEALTH INSURANCE	5,897,977.87	831,612.31	1,118,775.80	5,610,814.38	90.00	5,610,904.38
6636	WORKERS COMP SELF INSURANCE	1,334,443.15	0.00	36,133.15	1,298,310.00	15,966.66	1,314,276.66
6637	PROPERTY & CASUALTY INSURANCE	831,522.01	0.00	66,656.21	764,865.80	66,656.21	831,522.01
6650	GASOLINE ROTARY	210,532.25	63,721.07	52,491.64	221,761.68	24,831.17	246,592.85
7707	P.E.R.S. ROTARY	2,741.88	0.00	0.00	2,741.88	0.00	2,741.88
7708	TOWNSHIP FUND	0.00	22,965,887.48	22,965,887.48	0.00	0.00	0.00
7709	CORPORATION FUND	2,907.76	8,072,462.38	8,073,526.27	1,833.87	0.00	1,833.87
7713	WATER-SEWER ROTARY FUND	379,193.51	2,401,219.56	2,540,307.76	240,105.31	102,383.45	342,488.76
7714	PAYROLL ROTARY	221,623.18	3,111,131.15	3,096,271.50	236,482.83	750,128.30	986,611.13
7715	NON PARTICIPANT ROTARY	772.32	2,316.96	772.32	2,316.96	772.32	3,089.28
7716	SCHOOL	0.00	44,718,704.03	44,718,704.03	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	105,693,143.60	855,300.42	103,750,814.06	2,797,629.96	31,975.27	2,829,605.23
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	40,066.22	3,684.21	40,012.72	3,737.71	0.00	3,737.71
7720	LOCAL GOVERNMENT FUND	0.00	395,935.11	395,935.11	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	545,029.86	545,029.86	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	518.92	0.00	0.00	518.92	0.00	518.92
7723	GASOLINE TAX	0.00	544,057.77	544,057.77	0.00	0.00	0.00
7725	UNDIVIDED WIRELESS 911 GOV ASS	32,988.08	38,514.23	52,245.19	19,257.12	16,494.04	35,751.16
7726	MOTOR VEHICLE LICENSE TAX	0.00	870,352.83	870,352.83	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	1,051.60	0.00	0.00	1,051.60	0.00	1,051.60
7728	TREASURER TAX REFUNDS	100,143.74	6,056.80	100,079.78	6,120.76	85,932.88	92,053.64
7731	COUNTY LODGING TAX	291,100.93	318,602.84	331,293.51	278,410.26	20.00	278,430.26
7734	REAL ESTATE ADVANCE PAYMENT	7,161.77	0.00	0.00	7,161.77	0.00	7,161.77
7740	TRAILER TAX	3,310.73	2,118.07	3,310.73	2,118.07	0.00	2,118.07
7741	LIFE INSURANCE	16,327.39	10,479.00	10,371.20	16,435.19	10,371.20	26,806.39
7742	LIBRARIES	0.00	2,414,816.48	2,414,816.48	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2019 Period 9



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7745	STATE	2,730.18	2,433.77	2,730.18	2,433.77	0.00	2,433.77
7746	MIAMI CONSERVANCY DISTRICT FUN	18,051.40	0.00	0.00	18,051.40	0.00	18,051.40
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	291,387.36	433,620.75	433,620.75	291,387.36	0.00	291,387.36
7754	OHIO ELECTIONS COMMISSION FUND	0.00	80.00	0.00	80.00	0.00	80.00
7756	SEWER ROTARY	116,222.03	48,298.19	54,734.39	109,785.83	1,500.00	111,285.83
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	100,386.57	100,386.57	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	20,928.28	-316.60	0.00	20,611.68	0.00	20,611.68
7766	ESCROW ROTARY	687,252.04	56,898.52	33,401.07	710,749.49	16,822.00	727,571.49
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PRORATIONS/FORECLOSURES	39,046.81	8,647.09	0.00	47,693.90	0.00	47,693.90
7769	BANKRUPTCY POST PETITION CONDU	7,005.80	1,107.77	0.00	8,113.57	0.00	8,113.57
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	0.00	0.00
7774	ARSON OFFENDER REGISTR FEE	95.00	0.00	0.00	95.00	0.00	95.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	14,419.50	12,972.50	13,143.00	14,249.00	0.00	14,249.00
7776	UNDIVIDED EVIDENCE SHERIFF	20,721.58	0.00	370.00	20,351.58	222.70	20,574.28
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	335,463.11	482,259.60	701,950.00	115,772.71	676,075.01	791,847.72
7779	UNDIVIDED DRUG TASK FORCE SEIZ	468,157.33	0.00	-567.00	468,724.33	0.00	468,724.33
7781	REFUNDABLE DEPOSITS	422,832.77	15,531.11	16,999.12	421,364.76	4,192.28	425,557.04
7782	SHERIFF - LOST/ABANDONED PROPE	911.32	0.00	0.00	911.32	0.00	911.32
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	3,360.99	0.00	0.00	3,360.99	0.00	3,360.99
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	7,400.00	0.00	200.00	7,200.00	400.00	7,600.00
7793	HOUSING TRUST AUTHORITY	231,269.70	107,160.75	3,384.30	335,046.15	0.00	335,046.15
7795	UNDIVIDED INDIGENT FEES	0.00	1,850.00	1,480.00	370.00	0.00	370.00

Financial Statement for 2019 Period 9



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7796	MUNICIPAL ORD VIOLATION INDIGE	8,656.04	0.00	548.33	8,107.71	286.00	8,393.71
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	6,532.65	6,532.65	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	556,549.78	0.00	0.00	556,549.78	0.00	556,549.78
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	7,231,367.18	1,510,027.15	425,871.72	8,315,522.61	94,229.94	8,409,752.55
9912	FOOD SERVICE	394,861.34	5,793.25	2,493.75	398,160.84	158.73	398,319.57
9915	PLUMBING BOND-HEALTH DEPT.	26,500.00	500.00	4,000.00	23,000.00	1,000.00	24,000.00
9916	STATE REGULATED SEWAGE PROGRAM	40,407.14	15,720.01	1,200.00	54,927.15	60.00	54,987.15
9925	SOIL & WATER CONSERVATION DIST	487,150.61	18,946.00	51,367.26	454,729.35	0.00	454,729.35
9928	REGIONAL PLANNING	240,213.11	12,741.00	46,079.97	206,874.14	11,496.99	218,371.13
9938	WARREN COUNTY PARK DISTRICT	607,452.65	95,642.90	33,002.61	670,092.94	2,710.49	672,803.43
9944	ARMCO PARK	220,314.30	119,824.50	123,639.01	216,499.79	13,618.55	230,118.34
9953	WATER SYSTEM FUND	12,987.07	3,870.65	1,045.22	15,812.50	0.00	15,812.50
9954	MENTAL HEALTH RECOVERY SERVICE	11,173,935.96	2,800,207.31	1,321,726.55	12,652,416.72	420,256.62	13,072,673.34
9961	HEALTH GRANT FUND	388,388.04	47,195.03	24,107.66	411,475.41	2,341.50	413,816.91
9963	CAMPGROUNDS	3,596.59	0.00	0.00	3,596.59	0.00	3,596.59
9976	HEALTH - SWIMMING POOL FUND	99,867.85	597.00	0.00	100,464.85	314.00	100,778.85
9977	DRUG TASK FORCE COG	684,713.98	30,225.39	7,307.71	707,631.66	833.84	708,465.50
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
					343,771,404.83	4,887,291.40	348,658,696.23

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for September 2019 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

Resolution

Number 19-1322

Adopted Date October 08, 2019

ACKNOWLEDGE PAYMENT OF BILLS


BE IT RESOLVED, to acknowledge payment of bills from 10/3/19 and 10/8/19, 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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 19-1323

Adopted Date October 08, 2019

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR PRUS PROPERTIES, LLC FOR COMPLETION OF IMPROVEMENTS IN THE VILLAGES OF CLASSICWAY, SECTION 6 SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond reduction:

BOND REDUCTION

Bond Number	:	16-013 (P/S)
Development	:	The Villages of Classicway, Section 6
Developer	:	Prus Properties, LLC
Township	:	Hamilton
Reduction Amount	:	\$82,225.00
Surety Company	:	Ohio Farmers Insurance Co (7879364)

BE IT FURTHER RESOLVED: the original amount of bond was \$242,125.00 and after the above reduction, the new required bond amount is \$159,900.00.

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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Prus Properties, LLC, 5325 Wooster Road, Cincinnati, OH 45226
Ohio Farmers Insurance Company, One Park Circle, Westfield Center, OH 44251
Engineer (file)
Bond Agreement File

Resolution

Number 19-1324

Adopted Date October 08, 2019

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR ERBECK DEVELOPMENT COMPANY, LTD, FOR COMPLETION OF IMPROVEMENTS IN KENSINGTON, PHASE 2, BLOCK "B" SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond reduction:

BOND REDUCTION

Bond Number	:	19-001 (P/S)
Development	:	Kensington, Phase 2, Block "B"
Developer	:	Erbeck Development Co., Ltd.
Township	:	Deerfield
Reduction Amount	:	\$38,862.04
Surety Company	:	Berkley Insurance Company (0222384)

BE IT FURTHER RESOLVED: the original amount of bond was \$84,404.39 and after the above reduction, the new required bond amount is \$45,542.35.

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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Erbeck Dev.. Co., Ltd., Attn: Dave Stroup, 3940 Olympic Blvd., Suite 100, Erlanger, KY 41018
Berkley Insurance Co., 412 Mt. Kemble Avenue, Suite 310N, Morristown, NJ 07960
Engineer (file)
Bond Agreement file

Resolution

Number 19-1325

Adopted Date October 08, 2019

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE FOR WESTERN BENCHMARK FOR THE WOODLANDS AT MORROW, PHASE 2A SITUATED IN THE VILLAGE OF MORROW

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

RELEASE


Bond Number	:	16-007 (W/S)
Development	:	The Woodlands at Morrow, Phase 2A
Developer	:	Western Benchmark
Township	:	Village of Morrow
Amount	:	\$4,771.00
Surety Company	:	Great American Insurance Co. (CA9828622_

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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Western Benchmark, Attn: Joseph Allen, 3400 Werk Road, Cincinnati OH 45211
Great American Ins. Co. 301 E. Fourth Street, Cincinnati, OH 45202
Water/Sewer (file)
Bond Agreement file

Resolution

Number 19-1326

Adopted Date October 08, 2019

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE FOR RIDDLE HOUSE, LLC FOR THE WOODLANDS AT MORROW, PHASE 2B SITUATED IN THE VILLAGE OF MORROW

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

RELEASE

Bond Number	:	17-008(W/S)
Development	:	The Woodlands at Morrow, Phase 2B
Developer	:	Riddle House, LLC
Location	:	Village of Morrow
Amount	:	\$7,754.25
Surety Company	:	Great American Insurance Company

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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Riddle House, Attn: Joseph Allen, 3400 Werk Road, Cincinnati OH 45211
Great American Ins. Co. 301 E Fourth Street, Cincinnati, OH 45202
Water/Sewer (file)
Bond Agreement file

Resolution

Number 19-1327

Adopted Date October 08, 2019

APPROVE RECORD PLAT

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

- Lakeside at Shaker Run Section One Revision One – Turtlecreek Twp.

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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 19-1328

Adopted Date October 08, 2019

ACCEPT AN AMENDED CERTIFICATE, APPROVE SUPPLEMENTAL APPROPRIATION AND A CASH ADVANCE FOR THE SOCIALVILLE FOSTERS ROAD BRIDGE #32-5.14 REHABILITATION AND RETAINING WALL PROJECT

WHEREAS, in order for the Warren County Engineer's Office to be able to encumber funds for the Socialville Fosters Road Bridge #32-5.14 Rehabilitation and Retaining Wall Project, an amended certificate needs to be accepted and a supplemental appropriation, and a cash advance approved; and

NOW THEREFORE BE IT RESOLVED, to accept an Amended Certificate from the Budget Commission in the amount of \$40,000.00 for the Socialville Fosters Road Bridge #32-5.14 Rehabilitation and Retaining Wall Project; and

BE IT FURTHER RESOLVED, to approve the following cash advance and supplemental appropriation for the Engineer's Fund #431 for Socialville Fosters Road Bridge #32-5.14 Rehabilitation and Retaining Wall Project; and

Cash Advance

\$40,000.00	from	2202-45556	(Advances of Cash Out)
	into	4431-45555	(Cash Advance In)

Supplemental Appropriation

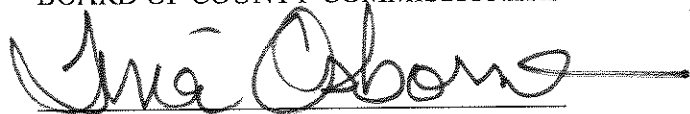
\$40,000.00	into	44313130-5317	(Socialville Fosters Road Bridge #32-5.14 Rehabilitation and Retaining Wall Project)
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Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 8th day of October 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, Oct 2, 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
Socialville Fosters Road Bridge	\$0.00	\$0.00	\$723,515.60	\$723,515.60
Fund 4431				
TOTAL	\$0.00	\$0.00	\$723,515.60	\$723,515.60

Matt Nolan)
 _____)
 _____) Budget
 _____) Commission
 _____)

AMEND 19 19
Fund 4431-49000 +40,000.00

Resolution

Number 19-1329

Adopted Date October 08, 2019

ACCEPT AN AMENDED CERTIFICATE AND APPROVE SUPPLEMENTAL APPROPRIATIONS FOR THE ESTATES OF KEEVER CREEK PROJECT FUND 4450

WHEREAS, in order for the Warren County Engineer's Office to be able to finalize the Estates of Keever Creek project, an Amended Certificate is needed and supplemental appropriations are necessary in order to repay fund 2202 for costs incurred during the early stages of the project and to pay for the cost of issuance for the bond; and

NOW THEREFORE BE IT RESOLVED, to accept an Amended Certificate from the Budget Commission in the amount of \$92,898.83 and approve supplemental appropriations for the Estates of Keever Creek Project:

Supplemental Appropriations

\$92,970.83 into 44503165-5320 (Capital Purchases)

\$3,300.00 into 44503165-5910 (Other Expense)
(for cost for the issuance for the bond)

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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Amended Certificate file
Supplemental App file
Engineer (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1330

Adopted Date October 08, 2019

APPROVE SUPPLEMENTAL APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #6630

BE IT RESOLVED, to approve the following supplemental appropriation adjustment within Warren County Sheriff's Office Fund #6630:

\$9,354.00 66302258-5820 (Health & Life Insurance)

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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Sheriff (file)

Resolution

Number 19-1331

Adopted Date October 08, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO COUNTY COURT PROBATION FUND #11011283

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into County Court Probation Fund #11011283 in order to process a vacation leave payout for Ann Burns former employee of County Court Probation:

\$323.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011283-5882	(County Court Probation - 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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
County Court (file)
OMB

Resolution

Number 19-1332

Adopted Date October 08, 2019

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE - CORRECTIONS FUND #11012210

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Sheriff's Office - Corrections Fund #11012210 in order to process a vacation leave payout for David Patterson former employee of Sheriff's Office - Corrections:

\$4,996.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
 into #11012210-5882 (Sheriff's Office - Corrections - Vacation Leave Payout)


\$3,313.00 from #11011110-5881 (Commissioners - Sick Leave Payout)
 into #11012210-5881 (Sheriff's Office - Corrections - Sick 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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 19-1333

Adopted Date October 08, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustment:

\$500.00	from	#11012100-5850	(Coroner –Training/Education)
	into	#11012100-5102	(Coroner –Regular Salaries)

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

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

Resolution adopted this 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Coroner (file)

Resolution

Number 19-1334

Adopted Date October 08, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 1,828.49 from #11012300-5317 (Non Capital Purchases)
 into #11012300-5318 (Non Capital Data approval)

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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Building/Zoning (file)

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

Resolution

Number 19-1335

Adopted Date October 08, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE JUVENILE DETENTION
FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustments

\$ 2,000.00	from	11012600-5318	(Data Board App Non Capital)
\$ 10,000.00	from	11012600-5320	(Capital Purchase)
\$ 10,000.00	from	11012600-5400	(Purchased Services)
\$ 2,000.00	from	11012600-5910	(Other Expense)
\$24,000.00	into	11012600-5410	(Contracts BOCC Approved)

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

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

Resolution adopted this 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 19-1336

Adopted Date October 08, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN JUVENILE PROBATION FUND
#11012500 AND JUVENILE DETENTION FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustments:

\$2,000.00	from	11012500-5400	(Purchased Services)
\$2,000.00	from	11012500-5850	(Training/Education)
\$4,000.00	into	11012500-5102	(Regular Salaries)
\$1,000.00	from	11012500-5855	(Clothing/Person Equip)
\$2,500.00	from	11012500-5910	(Other Expense)
\$3,500.00	into	11012500-5811	(PERS)
\$ 12,000.00	from	11012600-5102	(Regular Salaries)
	into	11012500-5820	(Health & Life Insurance)

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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 19-1337

Adopted Date October 08, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN JUVENILE PROBATION FUND
#11012500

BE IT RESOLVED, to approve the following appropriation adjustment:

\$200.00 from #11012500-5400 (Purchased Services)

\$400.00 from #11012500-5460 (Insurance)

\$600.00 into #11012500-5317 (Non Capital 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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 19-1338

Adopted Date October 08, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN JUVENILE COURT RECLAIM
GRANT FUND #2247

BE IT RESOLVED, to approve the following appropriation adjustments:

\$6500.00	from	22471242-5102	(Regular Salaries)
\$5000.00	into	22471242-5400	(Purchased Services)
\$1500.00	into	22471242-5850	(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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 19-1339

Adopted Date October 08, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT RECLAIM
GRANT FUND #2247

BE IT RESOLVED, to approve the following appropriation adjustment:

\$3500.00	from	22471242-5102	(Regular Salaries)
	into	22471242-5850	(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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 19-1340

Adopted Date October 08, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment to process a vacation leave payout for former employees of Children Services, Mackenzie Stewart and Thomas Bowman:

\$600.00	from	#22735100-5102	(Regular Salaries)
	into	#22735100-5882	(Accum. Vacation Payout)

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

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

Resolution adopted this 8th day of October 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 19-1341

Adopted Date October 08, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

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

\$3,500.00 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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

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

Resolution

Number 19-1342

Adopted Date October 08, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$869.94 from #22735100-5210 (Materials & Supplies)
 into #22735100-5317 (Non Capital Purchases)

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

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

Resolution adopted this 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

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

Resolution

Number 19-1343

Adopted Date October 08, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE WATER REVENUE FUND 5510

BE IT RESOLVED, to approve the following appropriation adjustments:

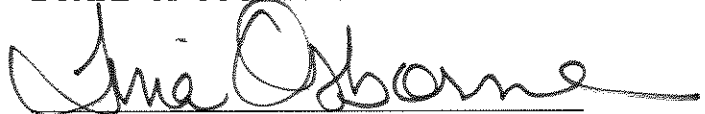
\$135,000	from	55103200-5102	(Regular Salaries)
	into	55103200-5430	(Utilities)
\$25,000	from	55103200-5317	(Non-Capital Purchases)
	into	55103200-5430	(Utilities)
\$74,000	from	55103200-5400	(Purchased Services)
	into	55103200-5430	(Utilities)
\$12,000	from	55103200-5310	(Veh. Capital Outlay)
	into	55103200-5430	(Utilities)
\$135,000	from	55103200-5998	(Reserve/Contingency)
	into	55103200-5430	(Utilities)
\$95,000	from	55103209-5210	(Materials & Supplies)
	into	55103200-5430	(Utilities)
\$75,000	from	55103209-5400	(Purchased Services)
	into	55103200 5430	(Utilities)
\$9,000	from	55103209-5910	(Other Expenses)
	into	55103200-5430	(Utilities)

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 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jad

cc: Auditor

App. Adj. file

Water/Sewer (file)

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

Resolution

Number 19-1344

Adopted Date October 08, 2019

APPROVE MEMORANDUM OF AGREEMENT FOR SERVICES WITH OHIO
SECRETARY OF STATE RELATIVE TO WARREN COUNTY BOARD OF ELECTIONS
INTERNET SECURITY


BE IT RESOLVED, to approve a Memorandum of Agreement for Services with the Ohio Secretary of State relative to internet security pursuant to Directive 2019-08 established by the Ohio Secretary of State; copy of said agreement attached hereto and made a part hereof.

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

Mrs. Jones - yea
Mr. Young - yea
Mr. Grossmann - yea

Resolution adopted this 8th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: C/A—Ohio Secretary of State
Board of Elections (file)
IT (file)
Matt Nolan

MEMORANDUM OF AGREEMENT FOR SERVICES

This MEMORANDUM OF AGREEMENT ("MOA") by and between the Ohio Secretary of State ("SOS"), located at 180 East Broad Street, 16th Floor, Columbus, OH 43215, and Warren County, Ohio Board of Commissioners, ("County") with its principal place of business at 406 Justice Drive Lebanon, Ohio 45036 is hereby entered into as defined herein below. (SOS and County each a "Party" and collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, Directive 2019-08 established that the Ohio Secretary of State ("SOS") will provide hardware and Albert intrusion detection services to all counties who do not currently have these services, and

WHEREAS, Directive 2019-08 established that SOS will provide Albert intrusion detection devices to the voting system, epollbook, voter registration system, and remote marking ballot device vendors that are operational in Ohio, and

WHEREAS, Center for Internet Security, Inc. ("CIS"), offers fee-based Services (as defined herein) to state and local elections entities and Secretary of State has procured such Services to be deployed at Vendor, subject to the terms and conditions set forth in a written agreement between SOS and CIS, Secretary of State Contract Number 2020-05 ("Agreement") through December 31, 2020, and

WHEREAS, CIS agreed to incorporate notifications to the Secretary of State as part of its escalation procedures with each individual County and Vendor; the Secretary of State agreed to incorporate language to effectuate this provision within its written agreements with each County and Vendor, and

WHEREAS, SOS and County wish to enter into this MOA to further set forth the duties and obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties do hereby agree as follows:

I. Definitions

- A. Services. Combined Netflow and intrusion detection system monitoring, with analysis of related data; event notification and delivery; and management of associated devices, including hardware and software necessary for service delivery. Also referred to as "Services".
- B. Security Operation Center (SOC) – 24 x 7 x 365 watch and warning center operated by CIS that provides network monitoring, dissemination of cyber threat warnings and vulnerability identification and mitigation recommendations.

II. County Responsibilities

The County hereby agrees that it will undertake the following:

- A. County shall provide logistic support in the form of rack space, electricity, Internet connectivity, and any other infrastructure necessary to support communications at County's expense.
- B. County shall provide the following to the SOS and CIS prior to the commencement of Services and at any time while receiving Services if the previously provided information changes:
1. Current network diagrams to facilitate analysis of security events on the portion(s) of County's network being monitored. Network diagrams will need to be revised whenever there is a substantial network change;
 2. Other reasonable assistance to SOS and CIS, including, but not limited to, providing all technical information related to the Service reasonably requested by CIS, to enable CIS to perform the Albert Monitoring Service for the benefit of County and SOS;
 3. Provide public and private IP address ranges including a list of servers being monitored including the type, operating system and configuration information, as well as a list of IP ranges and addresses that are not in use by County (DarkNet space);
 4. Completed Pre-Installation Questionnaires (PIQ) in the form provided by CIS. The PIQ will need to be revised whenever there is a change that would affect CIS's ability to provide the Services;
 5. Provide a completed Escalation Procedure Form including the name, e-mail address, and 24/7 contact information for all designated Points of Contact (POC) including POC designated by SOS such that SOS and County receive contemporaneous notifications.
 6. The name, email address, and landline, mobile, and pager numbers for all shipping, installation and security points of contact.
- C. Within at least thirty (30) days of this agreement being signed, the County must file a copy of the County incident response plan for alerts generated by CIS with the SOS. This document shall be marked TLP:AMBER as it is a security record.

This incident response plan must include:

1. Steps to be performed when an alert is received.
2. Who will receive those alerts.
3. After-hours contacts and a procedure for alerts received after normal working hours.
 - a. The County must have a procedure to deal with after-hours alerts in a reasonable time frame. Responding to the alerts can not wait until the next business day.

D. During the period that County is receiving Services, County shall provide the following:

1. Written notification to SOS (servicedesk@ohiosos.gov) and CIS SOC (SOC@cisecurity.org) at least thirty (30) days in advance of changes in hardware or network configuration affecting CIS's ability to provide Services;
2. Written notification to SOS (servicedesk@ohiosos.gov) and CIS SOC (SOC@cisecurity.org) at least twelve (12) hours in advance of any scheduled downtime or other network and system administration scheduled tasks that would affect CIS's ability to provide Albert Monitoring Service;

3. A revised Escalation Procedure Form when there is a change in status for any POC for the County or SOS. Any Escalation Procedure Form, including any revised Escalation Procedure Form shall contain POC for SOS.
4. Sole responsibility for maintaining current maintenance and technical support contracts with County's hardware suppliers for any device affected by Services.
5. County shall provide active involvement with SOS and CIS SOC to resolve any tickets requiring County input or action; and
6. Reasonable assistance in remotely installing and troubleshooting devices including hardware and communications.

III. Secretary of State Responsibilities

- A. Payment for Services. As consideration for the Services provided to County, SOS has agreed to pay to CIS the costs for such Services as set forth in the Agreement. The Parties acknowledge that SOS will be solely responsible for payment of the costs of all Services provided to County under the Agreement for services through December 31, 2020 or until such time MOA or Agreement is terminated prior to December 31, 2020.
- B. Provision of Hardware. SOS shall procure hardware for and transfers hardware to County for the sole and exclusive use of Alberta monitoring services. County must not transfer, sell, assign, encumber, or otherwise dispose of the hardware without the SOS's prior written consent.
- C. Maintenance of Hardware. County shall be responsible for any maintenance expenses relating to hardware.
- D. No Warranty. Access to the hardware is provided by SOS without any warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied.

IV. Term of this MOA; Termination

- A. Term. This MOA will commence on the date it is signed by the Parties (the "Effective Date"), and shall continue in full force and effect for as long as the Services are made available to County under the Agreement (the "Term"), unless otherwise earlier terminated pursuant to the terms of this Section IV. If the Agreement between Secretary of State and CIS is terminated by CIS for any reason, this MOA shall terminate as of the date of such termination of the Agreement. Unless this MOA is terminated early or extended in writing by the Parties, it shall terminate upon the expiration of the Term.
- B. Termination. Either Party may terminate this MOA during the Term by providing written notice to the other Party at least ninety (90) days prior to termination.

V. Force Majeure

No Party shall be liable for performance delays or for non-performance due to causes beyond its reasonable control.

VI. No Third Party Rights

Except as otherwise expressly stated herein, nothing in this MOA shall create or give to third parties any claim or right of action of any nature against Secretary of State or County.

VII. Assignment

No Party may assign their rights and obligations under this Agreement without the prior written approval of the other Party which approval shall not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon and inure to the benefits of each Party and their respective successors and assigns.

VIII. Information Sharing

The Parties acknowledge that, as a condition precedent to the execution of this MOA, CIS shall share all incident notification reports involving County with SOS. This requirement shall remain in effect during the term of this MOA.

IX. Notices

- A. All notices permitted or required hereunder shall be in writing and shall be transmitted either: via certified or registered United States mail, return receipt requested; by facsimile transmission; by personal delivery; by expedited delivery service; or by e-mail with acknowledgement of receipt of the notice.

Such notices shall be addressed as follows or to such different addresses as the Parties may from time-to-time designate:

Secretary of State

Name: Spencer Wood
Title: Chief Information Officer
Address: 180 East Broad Street, Columbus, Ohio 43215
Phone: 614.728.8971
E-Mail: swood@ohiosos.gov

County

Name: County Administrator
Title: Warren County, Ohio Board of Commissioners
Address: 406 Justice Drive, Lebanon, Ohio 45036
Phone: 513-695-1250
E-Mail: Tiffany.Zindel@co.warren.oh.us

- B. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- C. The Parties may, from time to time, specify any new or different contact information as their address for purpose of receiving notice under this MOA by giving fifteen (15) days written notice to the other Parties sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices

under this MOA. Additional individuals may be designated in writing by the Parties for purposes of implementation and administration, resolving issues and problems and/or for dispute resolution.

X. Non-Waiver

None of the provisions of this MOA shall be considered waived by any Party unless such waiver is given in writing by the other Parties. No such waiver shall be a waiver or any past or future default, breach or modification of any of the terms, provision, conditions or covenants of the MOA unless expressly set forth in such waiver.

XI. Entire Agreement; Amendments

This MOA constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and replace and supersede all prior understandings, communications, agreements or arrangements between the parties with respect to this subject matter, whether oral or written. This MOA may only be amended as agreed to in writing by all Parties.

XII. Partial Invalidity

If any provision of this MOA be adjudged by a court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this MOA shall otherwise remain in full force and effect and enforceable.

XIII. Limitation on Liability

- A. SOS is not liable for any indirect, incidental or consequential loss or damage of any kind including but not limited to lost profits, even if the County has been advised, knew, or should have known of the possibility of damages.
- B. County further agrees that County shall be liable for all damages due to the fault or negligence of County.

XIV. Controlling Law

This MOA and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. County consents to the exclusive jurisdiction and venue of courts located in Franklin County, Ohio for the adjudication of all disputes arising hereunder and waives any objection that is based upon the doctrine of *forum non conveniens*.

The foregoing has been agreed to and accepted by the authorized representatives of each Party whose signatures appear below:

SECRETARY OF STATE

COUNTY

By: _____

By: Shannon Jones

Name: _____

Name: Shannon Jones

Title: _____

Title: President

Date: _____

Date: 10/8/19

APPROVED AS TO FORM

Adam M. Nice

**Adam M. Nice
Asst. Prosecuting Attorney**