

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1672

Adopted Date December 07, 2021

ACCEPT RESIGNATION OF EMALEE WILLIAMS, CUSTODIAL WORKER I, WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT EFFECTIVE NOVEMBER 29, 2021

BE IT RESOLVED, to accept the resignation, of Emalee Williams, Custodial Worker I, within the Warren County Facilities Management Department effective November 29, 2021.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
E. Williams' Personnel File
OMB – Sue Spencer
Tammy Whitaker

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1673

Adopted Date December 07, 2021

ACCEPT RESIGNATION OF ELNORA HAMILTON, ASSISTANT BUSINESS MANAGER, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE DECEMBER 10, 2021

BE IT RESOLVED, to accept the resignation of Elnora Hamilton, Assistant Business Manager, within the Warren County Department of Job and Family Services, Children Services Division, effective December 10, 2021.

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
E. Hamilton's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 21-1674

Adopted Date December 07, 2021

AUTHORIZE THE POSTING FOR "ASSISTANT BUSINESS MANAGER" POSITION, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for "Assistant Business Manager" position within Children Services; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Assistant Business Manager" within Warren County Department of Job and Family Services, Children Services Division in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning December 2, 2021.

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
OMB Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1675

Adopted Date December 07, 2021

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
DECEMBER 9, 2021

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
December 9, 2021.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk /tao

cc: Auditor ✓
Commissioners' file
Press ✓

Resolution

Number 21-1676

Adopted Date December 07, 2021

APPROVE RENEWAL OF CONSULTING AGREEMENT WITH HORAN ASSOCIATES
FOR PERIOD JANUARY 1, 2022 THROUGH DECEMBER 31, 2022

WHEREAS, it is the desire of the Board of County Commissioners to continue utilization of Horan Associates for consulting services relative to the healthcare plan; and

NOW THEREFORE BE IT RESOLVED, to approve the renewal of Consulting Agreement with Horan Associates for the period January 1, 2022 through December 31, 2022 as attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a – Horan Associates
Horan Associates
T Whitaker, OMB
Benefits File

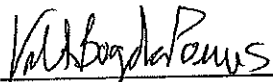
**Warren County / HORAN
Consulting Agreement Intent to Renew**

The original agreement between Warren County and HORAN commenced on January 1, 2012 for a 5 year period with the option to renew each year. Warren County conducted a full broker bid in 2015 and most recently again in 2020. HORAN was awarded the market bid effective January 1, 2020. Warren County and HORAN agreed to continue the consulting agreement for the timeframe of January 1, 2021 through December 31, 2021 and have agreed to continue this for the timeframe of January 1, 2022 through December 31, 2022. All fees and services from last year will remain unchanged.


Fees / Commissions:

- Fee of \$6.50 per enrolled employee per month for medical (inclusive of data warehouse fee of \$.75)
- Fee of \$1.50 per enrolled employee per month for dental
- Standard commissions for ancillary

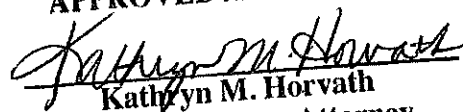
HORAN ASSOCIATES INC.

Signed: 
Date: 11-23-21
Name (print): VALERIE BOBDAN-PAWELS
Title: PRESIDENT

WARREN COUNTY BOARD OF COUNTY
COMMISSIONERS

Signed: 
Date: 12-7-21
Name (print): David Gajong
Title: President

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

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AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Hamilton

I, VALERIE EASTON-POWERS, holding the title and position of PRESIDENT at the firm HORAN ASSOCIATES, 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

Valerie Easton-Powers
AFFIANT

Subscribed and sworn to before me this 23rd day of November 20 21

Carolyn A Mefford
(Notary Public),
Hamilton County.

Carolyn A Mefford
Notary Public
State of Ohio
My Commission Expires
June 04, 2023



My commission expires _____ 20 _____

Resolution

Number 21-1677

Adopted Date December 07, 2021

ENTER INTO A RENEWAL AGREEMENT WITH CHARD, SNYDER & ASSOCIATES LLC FOR THE ADMINISTRATION OF THE S125 FLEXIBLE BENEFITS PROGRAM EFFECTIVE JANUARY 1, 2022

WHEREAS, the Warren County Board of Commissioners utilize Chard, Snyder & Associates LLC for the administration of the S125 Flexible Benefits Cafeteria Plan; and

WHEREAS, a 3-year renewal Administrative Service Agreement has been submitted for the plan year commencing January 1, 2022 through plan year ending December 31, 2024; and

NOW THEREFORE BE IT RESOLVED, to approve and enter into the Administrative Service Agreement effective January 1, 2022; attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—Chard, Snyder & Assoc
Horan Associates
Tammy Whitaker, OMG
Benefits File

**THIRD PARTY ADMINISTRATOR ADMINISTRATIVE SERVICE AGREEMENT
S125 FLEXIBLE BENEFITS CAFETERIA PLAN**

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

1. Introduction

- **TPA Service Statement**
Chard, Snyder & Associates, LLC provides TPA expertise to plan sponsors for the alleviation of administrative requirements related to qualified and non-qualified employee benefit plans under current laws and regulations.
- **Administrative Agreement Description**
The following agreement outlines applicable services and fees offered by Chard, Snyder & Associates, LLC for the implementation and administration of a Section 125 Flexible Benefits Cafeteria Plan. Request for services must be authorized by execution of this agreement by Warren County Board of County Commissioners ("Plan Sponsor" or "Employer") and Chard, Snyder & Associates, LLC ("TPA").

2. TPA Service Package Synopsis

- **Services Offered**
TPA will provide the services described in Schedule A. These services will be based upon information supplied by the Plan Sponsor and its Participants. The TPA shall perform services for each Participant in the order work is received.
- **Services Unavailable**
TPA will not provide the following services:
 - Legal services such as Plan drafting and/or legal counsel;
 - Services required of the ERISA Plan Administrator as "defined in the Plan";
 - Services pertaining to COBRA Administration as "defined in the Plan" unless the Plan Sponsor has signed a full or FSA-only COBRA Administrative Agreement for the TPA

3. Plan Sponsor Responsibilities

The Plan Sponsor shall be responsible for the following activities associated with the setup, administration and implementation of a Section 125 Flexible Benefits Cafeteria Plan:

- Provide the TPA with any information deemed necessary, including, but not limited to, employee census records, Plan Year enrollment data, checking account and bank-related information relating to the Plan, and changes in employment status and/or contributions of Plan Participants. The TPA relies on the accuracy of the information furnished by the Plan Sponsor or the Plan Sponsor's advisors. The TPA will not be responsible for errors due to reliance upon information provided by the Plan Sponsor. Corrections of such errors, and information not provided in a compatible electronic format may cause extraordinary labor charges and may be subject to a billable rate of \$50.00 per hour;
- Provide Payroll Contribution Reporting to TPA each pay period in order for TPA to post participant contribution amounts to participant accounts each pay period and for the Plan Sponsor to verify and report to TPA participant status such as active or termination and contribution amount changes. For Eligible Plans that set up Recurring Contribution Reporting, Plan Sponsor will provide a Payroll Contribution Report as of the first payroll at the beginning of the plan year. The TPA will then automatically post recurring contributions to the Plan each pay period throughout the remainder of the plan year on behalf of the Plan Sponsor. Plan Sponsors that set up Recurring Contribution Reporting will be responsible for reporting to TPA participant changes such as status changes and contribution amount changes. TPA will process contributions to the Plan based on the Recurring Contribution Report received for the first payroll each pay period and treat all participants as active unless otherwise notified by the Plan Sponsor.
- Payment of validated claims made pursuant to the Plan;
- Payment of expenses incidental to the Plan, except for expenses specifically assumed by the TPA in this Agreement;
- Delegation of the responsibilities of ERISA Plan Administration;

- o Delegation of the responsibilities of COBRA Plan Administration;
- o Timely and accurate filing of requisite reports. Most reports subject to penalty for late filing;
- o Compliance to Plan regulations under S125 of the Internal Revenue Code, as amended.

4. TPA Account Funding and Payment

TPA will operate an account to pay claims approved by Plan Sponsor (the "TPA's Account"). Plan Sponsor authorizes TPA to pay approved claims by checks issued from the TPA's Account, or ACH transfers issued from the TPA's Account, and payable to corresponding Plan participants. The Plan Sponsor shall enter into such agreements and provide instructions to its bank as are necessary to implement this section of the Agreement.

Funding for any payment approved to pay claims under the Plan is the sole responsibility of the Plan Sponsor, and the Plan Sponsor agrees to accept liability for, and provide sufficient funds to satisfy, all payments to Participants under the Plan. If the Plan Sponsor does not satisfy the requirements set forth herein in a timely fashion, the TPA reserves the right to suspend its services until such obligations are met.

If the Plan Sponsor has chosen the weekly funding option, the following shall apply: (1) at least one week prior to the date on which TPA first provides the Services, Plan Sponsor will make a deposit into the TPA's Account in an amount equal to 5% of the expected annual elections; and (2) deposits into the TPA's Account will be processed as selected by the Plan Sponsor in the implementation papers regarding commencement of the services under this Agreement. If the Plan Sponsor has chosen the daily funding option, the following shall apply: (1) Plan Sponsor will deposit funds into the TPA Account to cover benefit claims incurred by Plan participants on a daily basis; (2) such daily deposit shall be processed in an amount equal to the total benefit claims approved for reimbursement during that day; and (3) TPA will notify the Plan Sponsor as of the closing of operations the total amount of claims pending to be reimbursed processed during that working day. Please refer to the Plan's implementation papers for additional fund processing details.

TPA shall have sole authority to provide whatever notifications, instructions or directions as may be necessary to accomplish the disbursement of such Plan Sponsor funds to pay for approved claims. TPA is merely a collections agent for the Plan Sponsor and any funds collected belong to the Plan Sponsor (and not to TPA or the Plan). Plan Sponsor agrees to sufficiently fund the bank account from which funds will be transferred to TPA, remove any filters to prevent TPA from conducting an ACH Pull, and monitor its balance to prevent overdraft.

Notwithstanding the preceding, Plan Sponsor and TPA agree that funds submitted by Plan Sponsor in accordance with the terms specific in this section are general assets of Plan Sponsor and not "Plan assets" as defined in the Employee Retirement Income Security Act of 1974 ("ERISA") and regulations thereunder. Plan Sponsor warrants that funds transferred to TPA in accordance with the terms specified in this section are not deposited in an account, fund, or trust under the name of the Plan. As of the termination of this Agreement, TPA agrees to return to Plan Sponsor any unused funds after all Plan claims pending to be reimbursed are paid to Plan participants and after all invoices for services rendered by TPA are paid in full by Plan Sponsor.

5. Reports and Data, Ownership

All reports, data, and Plan-related information shall remain the sole property of the Plan Sponsor. The TPA will provide the Plan Sponsor with any requested information using the electronic or printed format as used by the TPA for administration procedures.

6. Terms of this Agreement

➤ Willful Execution and Termination

This Agreement will be in effect beginning the date the Plan Sponsor and the TPA (the Parties of this Agreement) provide written execution and will end upon termination. Either Party may terminate this Agreement as of the first day of any Plan Year by providing a 30 (thirty) day prior written notice. Either Party may terminate this Agreement during the Plan Year if the other Party has materially breached this Agreement. In that case, the breaching Party will have 30 (thirty) days to correct the breach. If the breaching Party does not correct the breach within that time, the non-breaching Party will have the right to terminate the Agreement. If TPA is the breaching Party and does not correct the breach in accordance with this Section, then TPA agrees to waive termination fees listed in Schedule 1 that are normally applied to terminating groups.

➤ **Automatic Termination**

This Agreement shall automatically terminate as of:

- The effective date of any legislation which makes the Plan and/or this Agreement illegal; or
- The date the Plan Sponsor becomes insolvent, bankrupt, or subject to liquidation, receivership, or conservatorship; or
- The termination date of the Plan (not to be misconstrued with the end of a Plan Year), subject to any Agreement between the Parties regarding the adjudication of Plan Benefits after the Plan is terminated.

➤ **Modifications and Amendments**

This Agreement (and the attached Schedules) represents the entire Agreement between the Parties and may not be modified or amended by Plan Sponsor without written consent of TPA. TPA may amend this Agreement from time to time upon written notice to Plan Sponsor; provided, however, that if the Plan Sponsor objects to any such amendment or modification, it may exercise its termination rights under this Agreement.

➤ **Rights of Assignment**

This Agreement cannot be assigned without the other party's written consent.

7. Fee Schedule and Terms of Payment

➤ **Fees Statement and Guarantees**

The Plan Sponsor agrees to pay TPA appropriate fees as indicated in Schedule 1 and deemed necessary by this Agreement. Fees are based upon the scope of services to be performed. To the extent Plan Sponsor has prefunded amounts as forth Section 4 above, any undisputed TPA invoice for services rendered that remains unpaid by Plan Sponsor after 30 days of the invoice may be deducted from the TPA's Account by the TPA through an ACH Pull. The TPA reserves the right to require additional fees for extraordinary expenses which include but are not limited to multi-location groups, groups which necessitate travel expenses and/or employer-requested materials and services in addition to what is provided with this Agreement. Prior notification will be given, if applicable. The fees stated in this agreement are guaranteed for a period of 36 months, commencing on the date of this agreement, and are not subject to change.

➤ **Fee Frequency**

The TPA will provide billing for services as follows:

- Plan Document Fees and Installation and Implementation Fees will be billed at or before the first month of the Plan Year;
- Base Annual Fee will be billed at or before the first month of the Plan Year;
- Monthly Administrative Fees for services incurred will be calculated and billed at the end of each Plan Month;
- Termination Fees for services will be billed at time of Plan Termination;
- Additional Fees for extraordinary expenses as described in the Fee Statement will be billed in accordance with services incurred.

➤ **Payment Requirements**

The TPA provides the following payment requirements for the administration of a Section 125 Flexible Benefits Cafeteria Plan:

- Monthly Administrative Fees shall be based on number of Participants. Participants are defined as all eligible employees who have submitted an election form (or other conveyance of enrollment as deemed by the Plan Sponsor) expressing intent to participate in the Plan's Flexible Spending Accounts. The Participant count obtained from results of the enrollment process shall be commensurate of the regular monthly Administrative Fee for the entire Plan Year. Additional consideration will be given for mergers, spin-offs, acquisitions, partial terminations (layoffs) and high enrollment periods throughout the Plan Year. Any Participant who elects participation in both the Medical Spending Account and the Dependent Care Reimbursement Account will be counted as one Participant.
- Amounts outstanding over 60 (sixty) days will be considered delinquent. Failure to make timely payments can and will result in work being stopped.

8. Statement of Disclosure

The services provided in this engagement are not designed for the disclosure of errors, fraud, and / or illegal acts that may exist, nor can they be relied on for such disclosure. In addition, the TPA has no responsibility to identify and

communicate significant deficiencies or material weaknesses in the Plan Sponsor's internal control as part of this engagement.

9. Consequential Damages, Limitation of Liability

➤ Consequential Damages

Notwithstanding anything in this agreement to the contrary, TPA will not be liable to the Plan Sponsor for any special, indirect, incidental, consequential or similar damages, including lost revenue, lost profits and lost or damaged data, even if TPA was advised of the possibility of such damages.

➤ Limitation of Liability

Notwithstanding anything in this agreement to the contrary, in no event will TPA's aggregate liability under this Agreement for all damages permitted under this Agreement exceed the annual service fee paid by the Plan Sponsor to TPA during the 12 months before TPA receives written notice of the first damages claim. This limitation on TPA's liability for permitted damages will not apply to permitted damages caused by TPA's fraud, gross negligence or willful misconduct.

10. Waiver of Class Action

If, during the term of this Agreement, a dispute, claim or controversy arises out of or relates to the performance of this Agreement or its termination, the parties agree to work together in good faith to resolve such dispute, claim or controversy.

➤ Waiver of Class Action

Each Party may bring claims against the other only in its individual capacity and not as a plaintiff, representative or named Party in any putative class or representative proceeding.

**SCHEDULE A,
TPA ADMINISTRATIVE SERVICES
S125 FLEXIBLE BENEFITS CAFETERIA PLAN**

TPA will provide the following administrative services checked below on a recurrent basis for the fees quoted in this Agreement:

Section 125 Flexible Benefits Cafeteria Plan Design and Document Services

We will furnish a prototype Flexible Benefit Plan document and necessary forms for adoption of the Plan by the Corporation. If applicable, the TPA will ensure that the documents comply with the privacy rules under HIPAA. These documents are only specimens and may be reviewed by the Plan Sponsor's attorney or tax advisor at their discretion. TPA will not normally revise Plan documents except for the creation of amendments or restatements as required by Plan design changes. If requested and approved, TPA will make reasonable changes to the prototype at billable rate of \$50.00 per hour. Midyear Plan amendments and restatements will be billed in accordance with Schedule 1 attached.

Section 125 Flexible Benefits Cafeteria Plan Installation and Implementation Services

Services to include setup of Plan in Administration database, development and setup of all appropriate communication requirements, and all applicable services related to the preparing of an enrollment-ready group. All materials required for the setup and implementation of the Plan will be provided by the TPA according to fees described in Schedule 1.

Section 125 Flexible Benefits Cafeteria Plan Enrollment Services

TPA is dedicated to providing education-driven enrollment campaigns. Fees for services will be charged in accordance with Schedule 1. Following are the services available for the enhancement of the Plan Sponsor's enrollment campaign:

Group Meetings

- o Power Point presentation conducted by the TPA
- o Web seminars for remote locations

Benefits Fair

- o Promotional Giveaways and Brochures, Question and Answer Session

Enrollment Materials for Eligible Employees

- o Standard Enrollment Materials
- o Customized Enrollment Materials (additional charge for materials, printing, time and labor)
- o Online Enrollment

Section 125 Flexible Benefits Cafeteria Plan Administration Services

The Plan will be reviewed annually by the TPA to ensure that it complies with the various non-discrimination requirements specified by the Internal Revenue Code and IRS regulations. The TPA will also provide a completed, signature-ready Form 5500 for each Plan Year it is represented; and other government forms for Health FSA when applicable. Actual filing will remain the responsibility of the Plan Sponsor. All administration, accounting, and reimbursement checks from the Flexible Tax Savings Accounts will be handled by the TPA. This includes timely notice of salary reductions of employees' pay and making all determinations about the suitability of enrollment data, requests for reimbursement and requests for Change in Family Status. Following are the Plan Administration services provided by the TPA:

Issue reimbursements (according to frequency indicated on Schedule 1)

Provide entry of claims submitted by Participants

Online Account access, including claim status, claim preparation and account balances

Provide payment register for check/direct deposit processing and auto debit services

Online Quarterly Employee Statements (Participants must provide email to receive statements)

Provide on-demand online reporting for Plan Sponsor

Optional debit card program offered in accordance with Schedule 1 attached

Plan Year close-out reporting and Health FSA 5500 preparation, when applicable

Conduct Annual Non-Discrimination Testing.

**SCHEDULE 1,
TPA ADMINISTRATIVE CHARGES
\$125 FLEXIBLE BENEFITS CAFETERIA PLAN**

- **Administration Fees**
 - Annual Renewal Fee: \$400.00
 - Administration Fee (Per Participant Per Month):
 - Triweekly Reimbursements (includes global debit card)..... \$5.75 (Minimum: \$100.00 monthly)
 - Use of Chard Snyder Bank Account Fee (per month): \$150.00
 - Midyear Termination Fee:..... Administration fee thru runout period
 - Plan Year End Termination Fee:..... Administration fee thru runout period

ADDITIONAL ADMINISTRATION SERVICES AND FEE DETAIL

- **Plan Design & Document Services**
 - Renewal Plan Document Amendments/Restatements: Included
 - Midyear or IRS Mandated Plan Document Amendments/Restatements:..... \$250.00
- **Plan Enrollment Services**
 - Employee Meetings/Fairs/Webinars (each) Included
 - Travel and Lodging Expenses for Employee Meetings/Fairs (more than 50 miles from Mason, OH) At Cost
 - Enrollment Materials:
 - Standard printed enrollment materials (each): Included
 - Customized printed enrollment materials (materials, print, time and labor):..... At Cost
 - Online enrollment Included
- **Plan Administration Services**
 - Reimbursement payments to home address (based on reimbursement frequency):..... Included
 - On-line Quarterly Employee Statements by email:..... Included
 - On-Demand On-line Reporting to Employer: Included
 - Plan Year End Closeout Report: Included
 - Non-Discrimination Testing: Included
 - Direct Deposit Installation and Setup:
 - Data entry of Employee bank account information: Included
 - ACH electronic transfers and Report Preparation
(for Employer's and Employees' designated accounts): Included
 - Direct deposit application forms (for participants): Included
 - Debit Card Transaction Reports to Employer (if have debit card option):..... Included
- **Optional 2.5 Month Grace Period Fees**
 - 2.5 Month Grace Period Fee (Per Participant Per Month): \$0.50

**PLAN EXECUTION
SECTION 125 FLEXIBLE BENEFITS CAFETERIA PLAN**

Employer: Warren County Board of County Commissioners

Address: 406 Justice Drive
Lebanon, OH 45036

Agreement Effective: 01/01/2022 - 12/31/2024

Subsequent Plan Years: 01/01 - 12/31
Month/Day - Month/Day

On behalf of the above Plan, the undersigned authorized Plan Representative hereby requests the specific services outlined in this S125 Flexible Benefits Cafeteria Plan Agreement.

Signed On _____

Signature _____

Printed Name _____

[Handwritten Signature]

12.7.21

David G. Young

This Agreement is not effective until properly countersigned by an authorized representative of TPA:

TPA: Chard, Snyder & Associates, LLC

Address: PO Box 249
Fort Washington, PA 19034-9998

President _____

Date _____

[Handwritten Signature]

01/01/2022

APPROVED AS TO FORM

[Handwritten Signature]

**Kathryn M. Horvath
Asst. Prosecuting Attorney**

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1678

Adopted Date December 07, 2021

ENTER INTO LEASE AGREEMENT WITH THE WARREN COUNTY CAREER CENTER


BE IT RESOLVED, to enter into a lease agreement with the Warren County Career Center for adult education in the Old Courthouse; as attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Warren County Career Center
Commissioners' file
S. Spencer

LEASE AGREEMENT

THIS AGREEMENT made and entered into on this 7 day of December, ²⁰²¹~~2020~~, by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036, hereinafter referred to as "Lessor" and the Warren County Career Center, 3525 N. State Route 48, Lebanon, Ohio 45036, hereinafter referred to as "Lessee."

WITNESSETH

WHEREAS, Lessor holds title to the Old Warren County Courthouse located at 300 East Silver Street in Lebanon, Ohio; and

WHEREAS, Ohio Revised Code, Sections 307.09(A) and 307.09(B) permits a board of county commissioners to lease portions of buildings in general and to grant leases, rights, and easements to the United States government, to the State or any department or agency thereof, or to municipal corporations or other government subdivisions of the State for public purposes or to corporations not for profit; and

WHEREAS, Lessee, a institution of secondary education desires to conduct classroom teaching /training of high school and adult education students in the newly renovated Old Courthouse building; and

WHEREAS, Lessor has determined that there is a legitimate public purpose that will be served by the Lessee and, as a result, desires to both lease certain space and enjoy the use of certain shared space in the Old Courthouse to Lessee;

NOW THEREFORE, for and in consideration of the promises, covenants and agreements herein contained, the parties mutually agree as follows:

I. Leased Premises

Lessor, in consideration of the promises of the Lessee, hereinafter set forth, does hereby lease unto Lessee the premises described upon Exhibit A attached hereto (hereinafter the "Premises").

II. Term

The term of this lease shall be for the period of time commencing on January 1, 2022 and ending on the 31st day of December 2022.

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III. Rent

NOV 3 '21 RCVC

In lieu of paying monetary rent for the occupancy of 1,902 square feet of office and classroom space, exclusive of shared space in the form of both conference room and large meeting space, Lessee agree to cooperate and participate in various programs and partnering activities of the Warren County Ohio Means Jobs. Further, Lessee affords Lessor the opportunity to take advantage

of certain Lessee sponsored activities conducted on the Premises as well as providing agreed upon instruction opportunities for Lessor designated employees at negotiated costs.

IV. Covenants of the Lessee

The Lessee agrees as follows:

1. That Lessee will occupy the Premises in a safe and proper manner;
2. That Lessee will not permit any waste, trash, or debris to accumulate on the Premises; will not permit the use of tobacco products by either faculty or students on the Premises; and will not permit the eating of food or the drinking of beverages in classroom/training areas;
3. That Lessee will not use the premises for any unlawful purpose;
4. That Lessee will obey all laws, regulations and orders of all governmental authorities or agencies respecting the Premises;
5. That Lessee will not assign this lease, nor sublet the Premises without the written consent of the Lessor;
6. That Lessee will use the Premises for classroom teaching/training of Warren County Career Center students and supporting administrative and academic activities;
7. That Lessee will surrender and deliver up the Premises, at the end of the term, in as good order and condition as the Premises now are, or as may be put by the Lessor and or Lessee acting either jointly or separately, reasonable use and natural wear and tear and damage by fire, or unavoidable casualty, excepted;
8. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or effect the rights or remedies of the Lessor in the event of any subsequent default of the Lessee;
9. Provide public liability and property damage insurance of limits of not less than one million dollars per person and one million dollars (\$1,000,000) per accident or occurrence and not less than one million (\$1,000,000) for any one occurrence and one million dollars in the aggregate for property damage. The insurance shall have a deductible that shall not exceed five thousand dollars (\$5,000) per occurrence. Said insurance shall contain an endorsement that recognizes that any other insurance of Lessor is not primary, but is excess only. Lessor officers and employees shall be named as additional insured. Said insurance shall contain a "breach of warranty" clause in favor of Lessor pursuant to which claims made against Lessor which are covered by said insurance shall not be denied due to the Lessee's breach of a policy warranty effecting coverage. Said insurance shall provide further that Lessor will be notified if coverage is canceled or reduced. The Lessee shall provide Lessor with certification of insurance or other proof evidencing that the Lessee has complied with this provision. The aforesaid insurance of the Lessee shall apply in any case in which

the Lessee has a duty of indemnification, defense and hold harmless as set forth in Paragraph IV, 10 below;

10. Defend, indemnify, and hold Lessor harmless from any and all claims, suits, actions, proceedings, causes of action, injuries, damages, costs, expenses, fees, attorneys fees and liabilities as may be occasioned by the operation of the classroom teaching/training and associated office activities by the Lessee, occupation and use of the leased Premises, or due to the performance or non-performance of the duties, services and obligations of the Lessee pursuant to this Lease.

V. Covenants of the Lessor

The Lessor agrees as follows:

1. That the Lessee shall peaceably and quietly enjoy the premises, during the term, without hindrance by the Lessor or any persons lawfully claiming under the Lessor.

VI. Condition and Improvements to the Premises

Lessee shall make no repairs, remodel, construct any additional improvements, or make any alterations to the building or upon the land without the written consent of the Lessor. Any repairs, remodeling, improvements, or alterations made shall become the property of the Lessor at the termination of the lease.

VII. Option to Renew

Lessee shall have the right to renew this lease for additional one (1) year terms. Lessee must exercise this option to renew by giving written notice to Lessor at least thirty (30) days prior to the expiration of the original or any renewal term as set forth herein.

VIII. Termination

If the Lessee breaches any of its agreements or covenants, or vacates the premises during the term, becomes insolvent or bankrupt, this lease shall terminate immediately without prejudice. Lessee may terminate this lease at any time by giving written notice to the Lessor. Lessor may terminate this lease, or any renewed term of this lease, at any time by giving Lessee thirty (30) days written notice. Should a court of jurisdiction determine that this lease is constitutionally infirm or otherwise contrary to law, this lease shall terminate immediately.

IX. Notices

Any notice required or permitted pursuant to this lease agreement shall be sent by certified mail to the other party at address set forth below and shall be deemed given upon the date of mailing.

Notices to Warren County:

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

Notices to Warren County Career Center

Superintendent
Warren County Career Center
3535 N. State Route 48
Lebanon, Ohio 45036

X. Binding Effect

This lease agreement shall be binding upon the successors and assigns of the parties hereto. This lease represents the entire agreement of the parties and any and all prior agreements or oral representations regarding the subject matter of this lease agreement are of no force or effect.

IN WITNESS WHEREOF, Superintendent Warren County Career Center and President Warren County Board of Commissioners have hereunto set their hands the date aforementioned above.

Witness:

Rachel Deaton
Rachel Deaton

Warren County Career Center

[Signature]
Superintendent

Witness:

Kristal Powell
Kristal Powell

Warren County Board of Commissioners

[Signature]
President

Approved as to form:

[Signature]
Assistant Prosecutor

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1679

Adopted Date December 07, 2021

APPROVE AND ENTER INTO LEASE AGREEMENT WITH WARREN COUNTY SOIL
AND WATER CONSERVATION DISTRICT

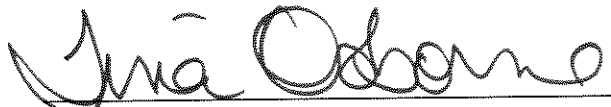
BE IT RESOLVED, to approve and authorize the President of the Board to execute a Lease Agreement with the Warren County Soil and Water Conservation District; copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a – Warren County Soil and Water District
Soil and Water (file)
S. Spencer

OFFICE SPACE LEASE AGREEMENT

THIS AGREEMENT made and entered into on this 7 day of December, 2021, by and between the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 ("Lessor") and The Warren County Soil & Water Conservation District, whose mailing address is 320 East Silver Street, Lebanon, Ohio (Lessee), for the use of office space in the daily administration.

The terms and obligations of this agreement shall be as follows:

- 1) Pursuant to Ohio Revised Code § 307.09, Lessor hereby leases and rents to the Lessee a portion of the premises located as 320 East Silver Street, Lebanon, Ohio 45036, consisting of approximately 2,100 square feet (previously occupied and identified as the Treasurer's Office Area), for the period of January 1, 2022, to December 31, 2022.
- 2) Pursuant to Ohio Revised Code § 1515.08 (H), Lessee hereby leases and rents from the Lessor a portion of the premises located as 320 East Silver Street, Lebanon, Ohio 45036, consisting of approximately 2,100 square feet (previously occupied and identified as the Treasurer's Office Area), for the period of January 1, 2022, to December 31, 2022.
- 3) Lessee shall pay as rent for the premises located at 320 East Silver Street, Lebanon, Ohio, 45036 an annual rent of \$8,697.48, payable at \$724.79 monthly.
- 4) Lessee shall have exclusive use of the premises as described and for purposes stated above, in its present condition, reasonable wear and tear excepted. Lessee shall also be entitled to use the parking lot facility on a first come first serve basis, and in the event no parking spaces should be available which may occur from time to time, this occurrence or occurrences shall not be a breach of this agreement.
- 5) Lessor shall provide to the premises at no additional charge to the Lessee all property insurance, all utilities, except telephone, and maintenance and janitorial services as required.
- 6) Premises shall not be sublet or assigned to any other entity without prior written consent of either party.
- 7) No material or structural alterations of the premises shall be made without prior approval of either party, except those made at the direction of the Lessor for maintenance and/or safety purposes.
- 8) In the event of any breach of this agreement, either party hereto shall have right to terminate this lease in accordance with state law and the Lessor will have the right to re-enter and claim possession of the premises, in addition to such other remedies available to the Lessor, as the property owners, arising from said breach.

9) This agreement shall be binding and inure to the benefit of the parties, their successors, assigns and personal representatives.

10) Lessor's Execution:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this agreement to be executed by its President, on the date stated below, pursuant to Resolution No. 21-1679 dated 12-7-21.

LESSOR:

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]
PRINTED NAME: David Gilgong
TITLE: President
DATE: 12-7-21

11) Lessee's Execution:

IN EXECUTION WHEREOF, the Warren County Soil & Water Conservation District has caused this agreement to be executed by David Gilgong, whose title is President, on the date stated below, pursuant to the authority granted by _____.

LESSEE:

WARREN COUNTY SOIL & WATER
CONSERVATION DISTRICT

SIGNATURE: [Signature]
PRINTED NAME: Molly M Conley
TITLE: Director
DATE: 11/24/21

APPROVED AS TO FORM:

[Signature]
By: Asst. Prosecutor

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1680

Adopted Date December 07, 2021

APPROVE THE DESTRUCTION OF VARIOUS WARREN COUNTY SHERIFF'S OFFICE EQUIPMENT

WHEREAS, the Warren County Sheriff's Office has determined there is no longer any service left in the following;

Federal Laboratories 37MM Gas Gun, S/N 1528
Federal Laboratories 37MM Gas Gun, S/N 1852
H&K 12Ga Super 90 12GA Shotgun, S/N M163029
Mossburg 590 12GA Shotgun, S/N L730306
Training Dummy

WHEREAS, the Warren County Sheriff's Office plans to dispose of the items properly; and

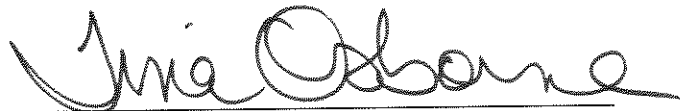
NOW THEREFORE BE IT RESOLVED, to dispose of the above listed property.

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Sheriff (file)
Auditor's Office – B. Quillen

Resolution

Number 21-1681

Adopted Date December 07, 2021

APPROVE AND ENTER INTO A SUBGRANT AGREEMENT WITH THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES (ODJFS) ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF CHILDREN SERVICES (SUBGRANTEE)

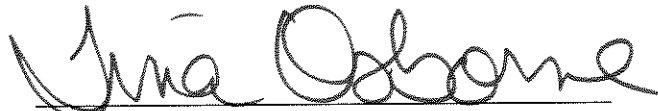
BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Subgrant Agreement with the Ohio Department of Job and Family Services, on behalf of Warren County Department of Children Services; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a – Ohio Department of Job and Family Services
Children Services (file)

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

G-2223-06-0697

RECITALS:

This Subgrant Agreement (Agreement) between the Ohio Department of Job and Family Services (ODJFS) and Warren County Board of County Commissioners on behalf of Warren County Children Services (SUBGRANTEE) 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.

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 784327608.

The Subgrant is made pursuant to the Child Abuse Prevention and Treatment Act, awarded by the United States Department of Health and Human Services (HHS), August 13, 2018 for the performance period of October 1, 2017 to September 30, 2022.

The total amount of this federal award to ODJFS is \$2,962,598.00. The total amount of funds awarded to SUBGRANTEE is specified in ARTICLE III of this Agreement.

The federal contact is Monica Evans, Grants Officer, 330 C Street S.W., Washington, DC 20201.

The Catalogue of Federal Domestic Assistance (CFDA) number is 93.669.

The Grant Document Number is G-1801OHNCAN.

This Agreement is not for research and development purposes.

The federal award project description for this Agreement is summarized as follows: Child Abuse Prevention and Treatment Act. 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.

- A. ODJFS issued a Request for Grant Application (RFGA) titled Communities of Support, JFSR-2021-06-8199, and dated November 6, 2020, which is hereby incorporated by reference.
- B. The ODJFS application review team recommended for award the Application of SUBGRANTEE, submitted by SUBGRANTEE by March 31, 2021, which is hereby incorporated by reference.
- C. In the event of any inconsistency or ambiguity between the provisions of the RFGA, the Application, or this Agreement, the provisions of this Agreement will determine the obligations of the parties. In the event that this Agreement fails to clarify any inconsistency or ambiguity between the RFGA and the Application, the RFGA will determine the obligations of the parties. In the event of a disputed issue that is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve the dispute in keeping with the objectives of this Agreement and the budgetary and statutory constraints of ODJFS.

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. This Agreement allows SUBGRANTEE to perform its responsibilities (Subgrant activities) according to Attachment A.
- B. The ODJFS Agreement Manager is Elieonora Lewis, or successor.
- C. 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 tailored 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.
- D. 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 October 1, 2021, or upon the signature of the Director of ODJFS, whichever is later, through June 30, 2023, 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 \$90,000.00. ODJFS will provide SUBGRANTEE with funds in an amount up to \$90,000.00 for State Fiscal Year (SFY) 2022 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. With the exception of travel expenses, line item expenses listed in the budget may be reallocated upon the written approval of the ODJFS Agreement Manager as long as the total amounts per SFY and the total overall Agreement amount remains unchanged. Any changes to the travel costs will require a written amendment to this Agreement.
- C. Compensation will be made as reimbursement for actual expenditures incurred and paid by GRANTEE during the billing period pursuant to SUBGRANTEE's accepted budget attached as Attachment B.
- D. SUBGRANTEE will submit 1 copy of a detailed invoice on a upon completion of the Deliverables to ODJFS, Bureau of Accounts Payable at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215. SUBGRANTEE agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:

1. SUBGRANTEE's name, complete address, and federal tax identification number;
 2. Agreement number and dates;
 3. Purchase order number;
 4. Amount and purpose of the invoice during the billing period, including such detail as required per the compensation section of this Agreement, Subgrant activities completed, description of services rendered, hourly rates and number of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Agreement;
 5. Receipt or other proof of cost;
 6. If applicable, the total program costs, verification of the non-federal match, program relationship to the federal grant and administrative costs; and
 7. Other documentation requested by the ODJFS Agreement Manager.
- 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., certified mail).

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 3 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-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. It is agreed that line item budget modifications may be made, in writing, upon approval by the ODJFS Agreement Manager without a written amendment pursuant to ARTICLE III. 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 time 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 and Section 504 of the Rehabilitation Act of 1973.
 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. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.

- 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 Subgrant 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 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).
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. 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:

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

SIGNATURE PAGE

G-2223-06-0697

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 Board of County Commissioners

Ohio Department of Job and Family Services

Authorized Signature (Blue Ink Please)

Matthew M. Damschroder, Director

David G. Yang
Printed Name

Date

12-7-21
Date

416 South East Street
Lebanon, Ohio 45036

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

Partnering Family and Children First Councils (FCFC) and Public Children Service Agencies (PCSA) can apply for two different levels of funding:

Prong 1: FCFCs or PCSAs may apply for \$10,000 in planning funds to establish and determine sustainable support for FCFC councils and community networks to provide comprehensive community services. To receive this funding the applying entity must:

- Identify and receive a letter of commitment from community partners that include but are not limited to entities such as:
 1. Birthing hospitals
 2. PCSA
 3. County Department of Job and Family Services
 4. Behavioral/Mental Health Services
 5. Local Health Department
 6. Family Children First Council
 7. Boards of Developmental Disabilities
 8. ADAMH Board
 9. Community Health Board
 10. County Commissioner Representative
 11. Federally Qualified Health Center
 12. Others Identified by Community (i.e. Representatives from Managed Care plans, youth services, municipality, head start, early intervention collaboration, etc.)

- Sustainability Plan – Plans must include, but not be limited to:
 1. What is the Community Network meeting schedule?
 2. Who will set the agenda?
 3. How will emergency situations be handled? Who should be the point of contact?
 4. What services will/do each partner provide?
 5. If your community does not have the service where is the service available?
 6. If a service is not in your community how will you ensure assistance with transportation?
 7. What is the collective impact of our cross-system collaboration?

Prong 2: Applying entities must explain how they will provide targeted support to plan, provide and pilot specific practices and services to inform future funding and regulation and to meet state and federal requirements (are outlined below) in the following areas:

- **CARA Plans of Safe Care:** how will the community of support network participate and ensure plans of safe care?
- **QRTP Level of Care Assessments:** how will the community ensure the CANS assessment is conducted for children placed in residential facilities within the

federally required 30 days? For this grant we are requiring use of the CANS to evaluate how this model can work in different parts of the state by different partners.

- **QRTP After Care Planning:** Each child discharged from a residential/congregate setting must have a plan for the 6 months after discharge which includes family-based support. Services will be determined by community partners, Title IV-E eligibility, Medicaid eligibility, etc.

Additionally, applications submitted in response to this opportunity must reflect the applicant's understanding of, and commitment to, perform this Scope of Work fully.

Deliverable 1: Partnering Family and Children First Councils (FCFC) and Public Children Service Agencies (PCSA) can apply for \$10,000 in planning funds to establish and determine sustainable support for FCFC councils and community networks to provide comprehensive community services. Deliverables include:

- Identification of and commitment from community partners such as:
 1. Birthing hospitals
 2. PCSA
 3. County Department of Job and Family Services
 4. Behavioral/Mental Health Services
 5. Local Health Department
 6. Family Children First Council
 7. Boards of Developmental Disabilities
 8. ADAMH Board
 9. Community Health Board
 10. County Commissioner Representative
 11. Others Identified by Community (i.e. Representatives from Managed Care plans, youth services, municipality, head start, early intervention collaboration, etc.)

- Sustainability Plan – Plans must include but not be limited to:
 1. What is the Community Network meeting schedule?
 2. Who will set the agenda?
 3. How will emergency situations be handled? Who should be the point of contact?
 4. What services will/do each partner provide?
 5. If your community does not have the service where is the service available?
 6. If a service is not in your community how will you ensure assistance with transportation?

Deliverable 2: Targeted support to plan, provide and pilot specific practices and services to inform future funding and regulation and to meet state and federal requirements (are outlined below) in the following areas:

- **CARA Plans of Safe Care:** how will the community of support network participate and ensure plans of safe care?
- **QRTP Level of Care Assessments:** how will the community ensure the CANS assessment is conducted for children placed in residential facilities within the federally required 30 days? For this grant we are requiring use of the CANS to evaluate how this model can work in different parts of the state by different partners.
- **QRTP After Care Planning:** Each child discharged from a residential/congregate setting must have a plan for the 6 months after discharge which includes family-based support. Services will be determined by community partners, Title IV-E eligibility, Medicaid eligibility, etc.

To be eligible for funding in this area communities of support will need to explain how they are, or plan to be, meeting the state and federal requirements for the above services. The number of each service completed and/or updated will have to be reported monthly. For example:

Month: July 2021

Services	Services Completed
# of Plans of Safe Care Completed	
# of QRTP Level of Care Assessments Conducted	
# of After Care Plans Completed	

Month: August 2021

Services	Services Updated
# of Plans of Safe Care Updated	
# of QRTP Level of Care Assessments Updated	
# of After Care Plans Updated	

2022-23 APPLICATION	
Organization Name	Warren County Children Services
Billing Address (Please include zip code)	416 S. East Street, Lebanon, Ohio 45036
Name and Title of Signature Authority	Tiffany Zindel, County Administrator
Email address	tiffany.zindel@co.warren.oh.us
Phone Number	513-695-1241
Federal Tax Id Number	31-6000058
DUNS Number	784327608
Ohio OAKS ID Number	0000052991
Are you FCGC or PCSA? Yes or No Who is your fiscal agent?	PCSA
County	Warren

Did you receive funding in SFY 21 for this program? To receive funding in Round 1, you must have applied RFGA # JFSR2021068199. Please answer Yes or No?

Yes _____

No _____

If you answer no, you may receive both deliverable 1 and deliverable 2 of the funding commitment. If you answered yes, only funding available in Deliverable 2 is available. Deliverable 1 can only be received one time.

Deliverable 1: Identification & Commitment: \$10,000

Deliverable 2: Funding available by county size:

- Small (population 49,999 and below)-39 counties: \$20,000
- Medium (population 50,000-233,000) 40 counties: \$40,000
- Large (population 300,000 and above) 9 counties: \$60,000

Ohio Counties by Population (ohio-demographics.com)

Select the size of county
Place an X below (choose only one):

Small: _____

Medium: _____

Large: _____

Partnering Family and Children First Councils (FCFC) and Public Children Service Agencies (PCSA) can apply for two different levels of funding:

Prong 1: FCFCs or PCSAs may apply for \$10,000 in planning funds to establish and determine sustainable support for FCFC councils and community networks to provide comprehensive community services. To receive this funding the applying entity must:

- Identify and receive a letter of commitment from community partners that include but are not limited to entities such as:
 1. Birthing hospitals
 2. PCSA
 3. County Department of Job and Family Services
 4. Behavioral/Mental Health Services
 5. Local Health Department
 6. Family Children First Council
 7. Boards of Developmental Disabilities
 8. ADAMH Board
 9. Community Health Board
 10. County Commissioner Representative
 11. Federally Qualified Health Center
 12. Others Identified by Community (i.e. Representatives from Managed Care plans, youth services, municipality, head start, early intervention collaboration, etc.)

- Sustainability Plan – Plans must include, but not be limited to:
 1. What is the Community Network meeting schedule?
 2. Who will set the agenda?
 3. How will emergency situations be handled? Who should be the point of contact?
 4. What services will/do each partner provide?
 5. If your community does not have the service where is the service available?
 6. If a service is not in your community how will you ensure assistance with transportation?
 7. What is the collective impact of our cross-system collaboration?

Prong 2: Applying entities must explain how they will provide targeted support to plan, provide and pilot specific practices and services to inform future funding and regulation and to meet state and federal requirements (are outlined below) in the following areas:

- **CARA Plans of Safe Care:** how will the community of support network participate and ensure plans of safe care?
- **QRTP Level of Care Assessments:** how will the community ensure the CANS assessment is conducted for children placed in residential facilities within the

federally required 30 days? For this grant we are requiring use of the CANS to evaluate how this model can work in different parts of the state by different partners.

- **QRTP After Care Planning:** Each child discharged from a residential/congregate setting must have a plan for the 6 months after discharge which includes family-based support. Services will be determined by community partners, Title IV-E eligibility, Medicaid eligibility, etc.

Additionally, applications submitted in response to this opportunity must reflect the applicant's understanding of, and commitment to, perform this Scope of Work fully.

Deliverable 1: Partnering Family and Children First Councils (FCFC) and Public Children Service Agencies (PCSA) can apply for \$10,000 in planning funds to establish and determine sustainable support for FCFC councils and community networks to provide comprehensive community services. Deliverables include:

- Identification of and commitment from community partners such as:
 1. Birthing hospitals
 2. PCSA
 3. County Department of Job and Family Services
 4. Behavioral/Mental Health Services
 5. Local Health Department
 6. Family Children First Council
 7. Boards of Developmental Disabilities
 8. ADAMH Board
 9. Community Health Board
 10. County Commissioner Representative
 11. Others Identified by Community (i.e. Representatives from Managed Care plans, youth services, municipality, head start, early intervention collaboration, etc.)

- Sustainability Plan – Plans must include but not be limited to:
 1. What is the Community Network meeting schedule?
 2. Who will set the agenda?
 3. How will emergency situations be handled? Who should be the point of contact?
 4. What services will/do each partner provide?
 5. If your community does not have the service where is the service available?
 6. If a service is not in your community how will you ensure assistance with transportation?

Deliverable 2: Targeted support to plan, provide and pilot specific practices and services to inform future funding and regulation and to meet state and federal requirements (are outlined below) in the following areas:

- **CARA Plans of Safe Care:** how will the community of support network participate and ensure plans of safe care?
- **QRTP Level of Care Assessments:** how will the community ensure the CANS assessment is conducted for children placed in residential facilities within the federally required 30 days? For this grant we are requiring use of the CANS to evaluate how this model can work in different parts of the state by different partners.
- **QRTP After Care Planning:** Each child discharged from a residential/congregate setting must have a plan for the 6 months after discharge which includes family-based support. Services will be determined by community partners, Title IV-E eligibility, Medicaid eligibility, etc.

To be eligible for funding in this area communities of support will need to explain how they are, or plan to be, meeting the state and federal requirements for the above services. The number of each service completed and/or updated will have to be reported monthly. For example:

Month: July 2021

Services	Services Completed
# of Plans of Safe Care Completed	
# of QRTP Level of Care Assessments Conducted	
# of After Care Plans Completed	

Month: August 2021

Services	Services Updated
# of Plans of Safe Care Updated	
# of QRTP Level of Care Assessments Updated	
# of After Care Plans Updated	

Specifications and Deliverables

Deliverable 1:

Community Partners

Mental Health and Recovery Board
Warren County Education Service Center
Coordinated Care
Warren County Community Services Early Learning Center
Warren County Board of Developmental Disabilities
Warren County Foundation
Warren County FCFC
Warren County Health District
Warren County Help Me Grow
Warren County Early Intervention Program.

Warren County Children Services will hire a part-time Community Support Liaison to work with the above community partners to assure plans of care are completed for infants exposed to substances in utero or exhibiting withdrawal symptoms, CANS assessments are completed within 30 days of a child entering a QRTP, and a six month discharge plan is completed prior to the child leaving the QRTP. The initial \$10,000 will be used for planning to assure sustainable support from community service providers. Meetings will minimally be held on a monthly basis with community partners to develop and begin the implementation of the plan. This plan can include strategies such as: providing educational materials, ad hoc crisis planning meetings, trainings, and working with the QRTP's within the state being utilized for placements by Warren County.

Sustainability Plan

The Warren County Community Support Network (CSN) will meet monthly to support existing and new local community planning and coordinated service delivery efforts in accordance with Federal Comprehensive Addiction and Recovery Act (CARA) and the Family First Prevention Services Act (FFPSA) regulations. This group will develop and implement a plan of action, and monitor outcomes to evaluate program effectiveness. CSN will continue to develop the process partners agencies are following to best meet the needs of infants exposed and affected by prenatal substance use, children in need of placement into residential treatment programs, and children needing additional community support when being discharged from residential placements. Children Services will hire a part-time Community Support Liaison that will concentrate on the development, implementation, and data reporting for this grant. This Liaison will provide education to medical providers within Warren County on CARA mandatory reporting requirements and plans of safe care. The Liaison will also be trained on administering the CANS assessment for youth being placed into residential placements through Warren County. The Liaison will work with residential treatment providers to assure youth receive a CANS assessment within 30 days of admission into a Qualified Residential Treatment Program (QRTP). Additionally, the Liaison will assist in discharge planning and the provision of aftercare services for a minimum of six months after the youth has successfully been released from the residential placement. The Liaison will be responsible for setting a monthly CSN meeting agenda and maintaining documentation for all youth being monitored through the CSN. If an emergency would arise, the Liaison will provide crisis management services to the family and youth in conjunction with the assigned child

welfare worker and with the consultation of Warren County Children Service Supervisors and/or Administrators. The Liaison will be the point of contact for questions or information in regard to CARA or youth residential placements. The assigned child welfare worker is the point of contact for anything else relating to the youth. Warren County has the services needed to meet the need of substance exposed and affected infants, as well as children who are entering and exiting QRTP's. Community agencies and Children Services will work in partnership to arrange and provide needed services and interventions within our county. The Warren County Transit Services will be utilized to alleviate and transportation barriers for families to access needed services. In home supportive services will be the preferred intervention for families whenever feasible. The collective impact of our cross-systems collaboration will enhance our already existing partnership to assure plans of safe care are consistently completed and are of sufficient quality to ensure safe and healthy infants, children in need of entering a QRTP are properly assessed within 30 days of entering the facility, and discharge plans are in place upon release to provide continued services to the family and youth for a minimum of six months. With the collaborative effort of the Community Support Network, substance exposed infants will be safe and receive supportive services to address any identified concerns or delays, and youth placed into residential treatment facilities will have shorter stays and be less likely to reenter a subsequent placement within 12 months of case closure.

The Community Support Liaison will develop a sustainable plan to continue the education of health care providers on CARA and plans of safe care. They will create a process to assure that children entering QRTP's have a CANS assessment within 30 days of placement and a six-month discharge plan. The Liaison will work with the Warren County Community Support Network to develop this plan and how service providers, FCFC and Children Services will sustain and comply with FFPSA long term.

Deliverable 2:

- a) CARA Plans of Safe Care: The Community Support Liaison working on this grant will work with the Warren County Health Department to distribute educational material to local hospitals and medical providers that provide care to expectant mothers and mothers who test positive. The number of Plans of Safe Care will be tracked and reported to ODJFS on a monthly basis. Follow up with all medical providers will continue periodically to assure a clear understanding of the expectations CARA and the use of the Plan of Safe Care.
- b) QRTP Level of Care Assessment: The Community Support Liaison will be trained to complete the CANS assessment as well as work with Coordinated Care through the ESC and the QRTP's to assure that all children have a completed CANS assessment within 30 days of admission as required federally required. This will be monitored and tracked by the employee.
- c) QRTP After Care Planning: The Community Support Liaison will work with each QRTP to develop a 6-month discharge plan to arrange family-based support and services for the child. Community partners will discuss all children that are to be discharged during the monthly meetings to assure that services are in place with no lapse in care.

Each child will be discussed at monthly meetings to monitor and assure that the three above deliverables are achieved.

State and Federal requirements for the above services will be met by documenting the number of each service completed/updated in a monthly report. The Community Support Liaison will track the number

of Plans of Safe Care as well as run the SACWIS report to cross check the numbers, track the number of CANS assessments completed, and track the number of after care plans completed. These charts will be provided to the community partners during monthly meetings to assure accountability.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1682

Adopted Date December 07, 2021

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

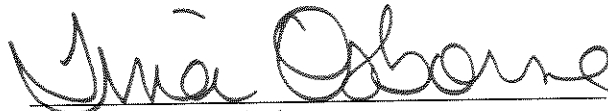
BE IT RESOLVED, to approve the agreement and addendum with UMCH Family Services, on behalf of Warren County Children Services, for calendar year 2021-2022, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a— UMCH Family Services
Children Services (file)

Ohio Department of Job and Family Services

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

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

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

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

and UMCH Family Services, hereinafter "Provider," whose address is:

UMCH Family Services
431 E Broad St
Columbus, OH 43215

Collectively the "Parties".

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ADDENDA TO THIS AGREEMENT

RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

Section 1.03 EXHIBITS

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

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **10/01/2021** through **05/31/2022**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes

precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, addenda and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
 - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 - 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;

- e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
 2. Child Alleging Physical or Sexual Abuse / Neglect;
 3. Death of Child;
 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion / Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse; and
 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later

than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).

- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTM's, Treatment Team Meetings, IEP's, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.

4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 2. Billing date and the billing period.
 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 4. Admission date and discharge date, if available.
 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall

make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.

- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;

3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 4. Unethical business practices or procedures; and
 5. Any other event that Agency deems harmful to the well-being of a child; or
 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement

activities.

- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data;
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS
ATTN: Licensing
P.O. Box 183204
Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.

- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1. OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 - 2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 - 3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
 - 4. JFS 02911 Single Cost Report Instructions.
 - 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 - 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 - 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- 2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.

3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. ADDENDA

This Agreement, Addenda, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

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

if to Provider, to UMCH Family Services
 431 E Broad St
 Columbus, OH 43215

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Addenda, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency.

If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.

- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
 - 1. Additional insured endorsement;
 - 2. Product liability;
 - 3. Blanket contractual liability;
 - 4. Broad form property damage;
 - 5. Severability of interests;
 - 6. Personal injury; and
 - 7. Joint venture as named insured (if applicable).Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.
- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
 - 1. Additional insured endorsement;
 - 2. Pay on behalf of wording;
 - 3. Concurrency of effective dates with primary;

4. Blanket contractual liability;
5. Punitive damages coverage (where not prohibited by law);
6. Aggregates: apply where applicable in primary;
7. Care, custody and control – follow form primary; and
8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

E. Workers' Compensation Insurance at the statutory limits required by ORC.

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure

- that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check
 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
 4. Provider agrees to be financially responsible for any of the following requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.
- B. Transportation of Child
 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating

vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of, or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of OAC 5101:2-07-02(l) as follows:
 - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with OAC 5101:2-5-09 have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in OAC 5101:2-7-09, OAC 5101:2-9-21, and OAC 5101:2-9-22

Article XXIV. FINDINGS FOR RECOVERY

ORC 9.24 prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123, and 3125.

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC 5719.042. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property

taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same

legal force as the original.

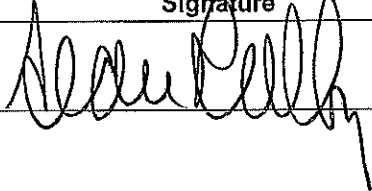
Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

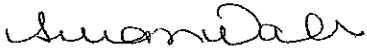
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.


SIGNATURES OF PARTIES:

Provider: UMCH Family Services

Print Name & Title	Signature	Date
Sean Reilly, Executive Director		11/2/21

Agency: Warren County Children Services

Print Name & Title	Signature	Date
Susan Walker Director		11/29/21

APPROVED AS TO FORM

Kathryn M. Horvath
Asst. Prosecuting Attorney

Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

ADDENDA TO AGREEMENT

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

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

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

And UMCH Family Services hereinafter "Provider," whose address is:

UMCH Family Services
431 E Broad St
Columbus, OH 43215

Collectively the "Parties".

Contract ID: 19277265

Originally Dated: 10/01/2021 to 05/31/2022

Ohio Department of Job and Family Services

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

Addenda Number 1:

Addenda Reason:	Other
Addenda Begin Date:	10/01/2021
Addenda End Date:	
Increased Amount:	
Article Name:	
Addenda Reason Narrative:	
Refer to Addendum 1 to Agreement for Title IV-E Agencies	

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Warren County Children Services
 Provider / ID: UMCH Family Services / 24310

Run Date: 10/28/2021
 Contract Period: 10/01/2021 - 05/31/2022

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Treatment Foster Care - Exceptional 1 (30293)- Excpt Need	107939			\$51.96	\$58.22							110.18	10/01/2021	05/31/2022
Treatment Foster Care - Exceptional 2 (30294)- Excpt Need	107940			\$70.55	\$80.86							151.41	10/01/2021	05/31/2022
Treatment Foster Care - Special (30292)- Spec Need	107941			\$49.00	\$50.59							99.59	10/01/2021	05/31/2022
Treatment Foster Care - Traditional (30144)- FFH	107938			\$29.82	\$28.64							58.46	10/01/2021	05/31/2022

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

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

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

AMENDMENT #1:

Wherever referenced herein and throughout the Agreement, the terms "Agency" or "Warren County Children Services" shall refer to the Warren County Board of County Commissioners, contracting authority for Warren County Children Services, entering into this Agreement on behalf of Warren County Children Services.

AMENDMENT #2:

Article V, subsection (I) shall be amended to add the following language:

3. When a strip search or cavity search is conducted.

AMENDMENT #3:

The following provisions shall be added to Article V of the Agreement:

AA. Any notification required pursuant to subsections (G), (H), or (I) of Article V shall require verbal contact with an Agency representative. Leaving a voicemail shall not constitute notification under these sections.

BB. Provider shall make available for immediate inspection upon request by the Agency any and all written policies and procedures for operation of the facility, including, but not limited to, policies relating to use of physical restraint; searches, including policies for strip searches, and cavity searches; and policies for medication administration.

AMENDMENT #4:

Article VI, subsection (H) of the Agreement shall be amended as follows:

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

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

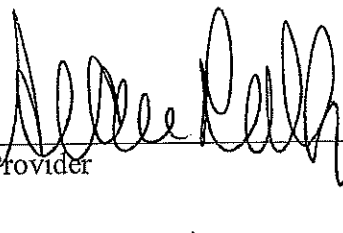
IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 21-1082, dated 12-7-21, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners

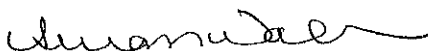
Date 12-7-21



Provider


Date 11/2/21

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Franklin

I, Sean Reilly, holding the title and position of Executive Director at the firm UMCH Family Services, 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.

Sean Reilly
AFFIRANT

Subscribed and sworn to before me this 2nd day of November 2021

Heather R Kaufman
(Notary Public),
Franklin County.



Heather R Kaufman
Notary Public
In and For the State of Ohio
Certificate # 2019-RE-796938
My Commission Expires
August 19, 2024

My commission expires August 19 2024

State of Ohio
Department of Job and Family Services

Mike DeWine
Governor

This is to Certify that

UMCH Family Services
431 East Broad Street
Columbus, Ohio 43215-3820
Recertification - S-0000002763

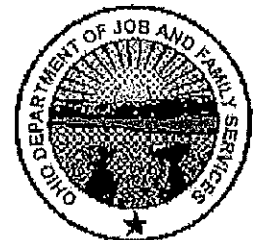
Has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.

The specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying letter.

Functions:

- To operate or provide Independent Living arrangements
- To act as a representative of ODJFS in recommending Treatment Foster Homes for certification
- To participate in the placement of children in Foster Homes
- To participate in the placement of children for Adoption
- To act as a representative of ODJFS in recommending Family Foster Homes for certification

This certificate is effective from April 15, 2021 to April 14, 2023





UMCHF-1

OP ID: AF

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 02/01/2021

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

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

PRODUCER Brown & Brown of the LV 3001 Emrick Blvd, Suite 120 Bethlehem, PA 18020 610-974-9490	CONTACT NAME: Ashley Fogel PHONE (A/C, No, Ext): 610-974-9490 FAX (A/C, No): 610-974-9791 E-MAIL ADDRESS: afogel@bbinslv.com												
INSURER(S) AFFORDING COVERAGE													
INSURED United Methodist Children Home of the West Ohio Conference 431 East Broad Street Columbus, OH 43215	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Alliance Of Nonprofits For Ins</td> <td style="width: 20%;">NAIC # 10023</td> </tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table>	INSURER A: Alliance Of Nonprofits For Ins	NAIC # 10023	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: Alliance Of Nonprofits For Ins	NAIC # 10023												
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			202162692	02/01/2021	02/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 1,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			202162692	02/01/2021	02/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			202162692UMB	02/01/2021	02/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			202162692	02/01/2021	02/01/2022	OCC/AGG \$1MIL/\$3MIL
A	Abuse/Molestation			202162692	02/01/2021	02/01/2022	OCC/AGG \$1MIL/\$3MIL

DESCRIPTION OF OPERATIONS / LOGATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

WARRENC

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Resolution

Number 21-1683

Adopted Date December 07, 2021

APPROVE A SUBSIDY GRANT AGREEMENT ADDENDUM TO THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION MODIFYING THE FY2022/23 COMMUNITY-BASED CORRECTIONS PROGRAM 407 SUBSIDY GRANT AGREEMENT ON BEHALF OF THE WARREN COUNTY COMMON PLEAS COURT

WHEREAS, on behalf of the Warren County Common Pleas Court, Resolution 21-0813 approved a subsidy grant agreement with the State of Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, for the Community-Based Corrections Program 407 Subsidy Grant Funding; and

WHEREAS, this addendum modifies the Fiscal Year 2022/2023 Community Based Correction Program 407 Subsidy Grant Agreement; and

WHEREAS, said modification award shall increase the original grant award by \$8,904.00;

NOW THEREFORE BE IT RESOLVED, to approve said addendum, as attached hereto and made a part hereof, to the Ohio Department of Rehabilitation and Correction 407 Subsidy Grant Agreement for funding resulting in an increase of \$8,904.00 for a total amount of \$680,232.00 for Fiscal Year 2022/2023 (July 1, 2021 to June 30, 2023); and

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

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

lkl\

cc: c/a – ODRC
ODRC
OGA (file)

Community Corrections (file)
Auditor

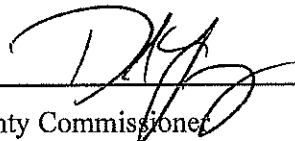
**ADDENDUM TO
COMMUNITY-BASED CORRECTIONS PROGRAM
407 SUBSIDY GRANT AGREEMENT**

This Addendum is between the State of Ohio, Department of Rehabilitation and Correction, and Warren County. It modifies the fiscal year 2022/23 Community-Based Corrections Program 407 subsidy grant agreement in the amount of \$671,328.00.

The grant award shall be increased by \$8,904.00 to \$680,232.00 effective on the date approved by the Deputy Director of the Division of Parole and Community Services in the Ohio Department of Rehabilitation and Correction. Total expenditures for Fiscal Years 2022/23 (July 1, 2021 to June 30, 2023) will not in any case exceed \$680,232.00.

Christopher Galli

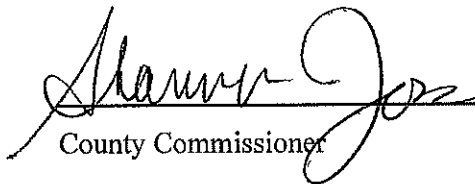
Christopher Galli, Chief
Bureau of Community Sanctions

 12.7.21
County Commissioner Date

Cynthia Mausser

Cynthia Mausser, Deputy Director
Division of Parole and Community Services

County Commissioner Date

 12.7.21
County Commissioner Date

County Executive Date

City Manager/Mayor Date

Resolution

Number 21-1684

Adopted Date December 07, 2021

APPROVE NOTICE OF INTENT TO AWARD BID TO JNT EXCAVATING, LLC FOR THE SOCIALVILLE TRANSMISSION WATER MAIN – CONTRACT 2 PROJECT

WHEREAS, bids were closed at 11:00 a.m., on December 2, 2021, and the bids received were opened and read aloud for the Socialville Transmission Water Main – Contract 2 Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Chris Wojnicz, Deputy Sanitary Engineer, JNT Excavating, LLC has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, that it is the intent of this Board to award the contract to JNT Excavating, LLC 5367 Millcreek Circle, Independence, KY 41051, for a total bid price of \$1,979,848.75; and

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

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 21-1685

Adopted Date December 07, 2021

APPROVE AN EMERGENCY PURCHASE ORDER TO REPLACE A FAILING MOTOR FOR PRODUCTION WELL #3 LOCATED AT THE NORTH WELL FIELD

WHEREAS, the Water Department has discovered that the motor for Production Well #3 failed resulting in our largest producing Well to be out of service; and

WHEREAS, the repair and replacement will require the removal of the submersible pump and motor, pump inspection, motor replacement, reinstallation of motor and pump assembly and performance testing; and

WHEREAS the repair is critical and time sensitive to restore the well field and water treatment plant back to full pumping capacity; and


NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. XXXXX with Moody's of Dayton, Inc. in the amount of \$58,936.00 for motor replacement and restoration services.

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Auditor
Water/Sewer (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1686

Adopted Date December 07, 2021

ENTER INTO CONTRACT WITH INSIGHT PIPE CONTRACTING, LLC FOR THE
WAYNESVILLE COLLECTION SYSTEM IMPROVEMENTS, PHASE 2 PROJECT

WHEREAS, pursuant to Resolution #21-1577 dated November 16., 2021 this Board approved a Notice of Intent to Award Bid for The Waynesville Collection System Improvements, Phase 2 Project to Insight Pipe Contracting, LLC, for a total bid price of \$278,888.98 ; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Insight Pipe Contracting, LLC, 232 East Lancaster Road, Harmony, PA 16037, for a total contract price of \$278,888.98; as attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KP/

cc: c/a— Insight Pipe Contracting, LLC
Water/Sewer (file)
OMB Bid file

**SECTION 00 60 10
CONTRACT**

THIS AGREEMENT, made this 7 day of October, 2021, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **Insight Pipe Contracting, LLC, 232 East Lancaster Road, Harmony, PA 16037**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

THE WAYNESVILLE COLLECTION SYSTEM IMPROVEMENTS, PHASE 2 PROJECT

hereinafter called the project, for the sum of \$278,888.98 (Two Hundred Seventy- Eight Thousand, Eight Hundred Eighty-Eight Dollars and Ninety- Eight Cents) and all work in connection therewith, under the terms as stated in the General Conditions and Supplemental Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Contract Documents. "Contract Documents" means and includes the following:

- Addendum
- Division 00 – Contract Requirements
- Division 01 to 48 – Technical Specifications
- General Conditions
- Supplemental Conditions
- Any and All Bid Documents
- Construction Drawings

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and shall complete all work within the following requirements:

Substantial Completion: 120 Days from Notice to Proceed.

Final Completion: 150 Days from Notice to Proceed.

Any delays in substantial completion of the work that are within the control of the Contractor, their Subcontractor, or Supplier shall be subject to liquidated damages in the sum of \$200.00 for each consecutive calendar day that the project extends beyond the substantial completion deadline.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to the CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to the OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorney's fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care in providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants that result in injury to persons or damage to property. for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractors to pay the prevailing wage upon this project.

The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Conditions and as amended in the Supplemental Conditions and in such amounts as required by the Contract Documents.

This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

ATTEST:

WARREN COUNTY BOARD OF COMMISSIONERS

Kruppa Powell

Name

(Owner)

David G. Young
David G. Young, President

(Seal)

ATTEST:

Deane N. Keiser

INSIGHT PIPE CONTRACTING, LLC

(Contractor)

By:

S. Michael Marburger
Name

S. Michael Marburger, Manager
Insight Pipe Contracting, LLC
Title

Approved as to Form:

Keith Auler

Assistant Prosecutor

Resolution

Number 21-1687

Adopted Date December 07, 2021

AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN ASSURANCES AND CERTIFICATIONS WITH THE DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY ON BEHALF OF WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

BE IT RESOLVED, authorize the County Administrator to Sign Assurances and Certifications with the Department of Homeland Security, Federal Emergency Management Agency on behalf of Warren County Department of Emergency Services; as attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Department of Homeland Security, Federal Emergency Management Agency
Emergency Services (file)

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

O.M.B. No. 1660-0025
Expires August 31, 2011

FOR FY 2021

CA FOR (Name of Recipient)
Warren County Department of Emergency Services

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

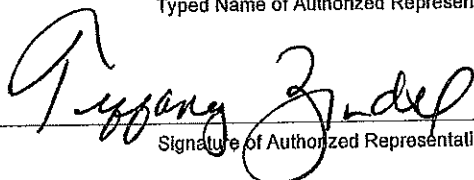
An applicant must check each item that they are certifying to:

- Part I FEMA Form 20-16A, Assurances-Nonconstruction Programs
- Part II FEMA Form 20-16B, Assurances-Construction Programs
- Part III FEMA Form 20-16C, Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Part IV SF LLL, Disclosure of Lobbying Activities (If applicable)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Tiffany Zindel

Typed Name of Authorized Representative



Signature of Authorized Representative

County Administrator

Title

11/29/2021

Date Signed

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, and maintaining the data needed, and submitting this form. You are not required to complete this form unless it displays a valid OMB control number. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington DC 20472, Paperwork Reduction Project (1660-0025). **NOTE: Do not send your completed form to this address.**

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSURANCES-NONCONSTRUCTION PROGRAMS

O.M.B. No. 1660-0025
Expires August 31, 2011

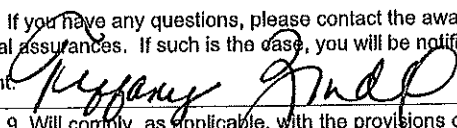
Paperwork Burden Disclosure Notice

Paperwork reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless it displays a valid OMB control number. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden estimate to: Information Collection Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (1660-0025). **NOTE: Do not send your completed form to this address**

NOTE:

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant

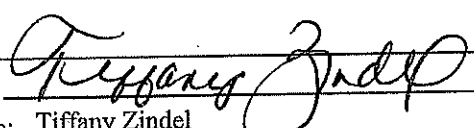


1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4727-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IV of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912, (42 U.S.C. 290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute (s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniformed Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchase.
8. Will comply with provisions of Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principle employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7) the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable with flood insurance purchase requirements of Section 102a of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Sections 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176 (c) of the Clear Air Act of 1955, as amended (42 U.S.C. Section et seq.); (g) protection underground sources of drinking water under Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the wild and Scenic Rivers Act of 1968 (16 U.S.C. Sections 1271 et seq.) related to protecting components of the national wild and scenic rivers systems.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 9-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. Initial filing <input checked="" type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Ohio Emergency Management Agency 2855 W Dublin Granville Road Columbus, Ohio 43235 Congressional District, if known:	
6. Federal Department/Agency: Department of Homeland Security - FEMA	7. Federal Program Name/Description: FY2021 Emergency Management Performance Grant CFDA Number, if applicable: <u>97.042</u>	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ 134,029.00	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> Tiffay Zindel Warren County Board of Commissioners 406 Justice Drive, Lebanon Ohio 45036	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> <div style="text-align: right; margin-right: 50px;">  Signature: _____ Print Name: <u>Tiffany Zindel</u> Title: <u>County Administrator</u> Telephone No.: <u>(513) 695-1241</u> Date: <u>11/29/2021</u> </div>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	<div style="text-align: right;"> Authorized for Local Reproduction Standard Form LLL (Rev. 7-97) </div>	
Federal Use Only		

NIMS Compliance Requirement

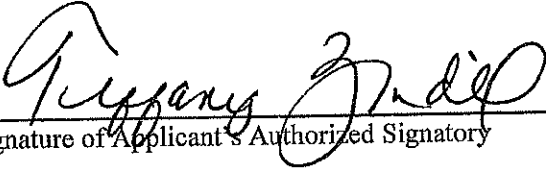
Jurisdiction/Agency Name:	Warren County Department of Emergency Services
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To be eligible to receive FY 2020 Federal preparedness funding assistance, applicants must meet NIMS compliance requirements. State, Territory, Tribal, and local governments are considered to be in full NIMS compliance if they have adopted and/or implemented the NIMS compliance activities outlined at in *NIMS Implementation Objectives for Local, State, Tribal, and Territorial Jurisdictions* available at <https://www.fema.gov/media-library/assets/documents/130743>. Ohio Revised Code 5502.28(c) designates NIMS and its incident response management component, the Incident Command System (ICS), as the primary response/recovery framework for all jurisdictions in the state.

Therefore, the Applicant's Director, Chief Executive, or officially appointed NIMS Coordinator must review and certify below that these NIMS requirements have in fact been implemented to the "good faith effort" standard within the agency or jurisdiction by all disciplines receiving direct benefit as a result of past federal preparedness funding expenditures and likely to receive direct benefit as a result of FY2020 preparedness grant expenditures. Evidence of compliance with these requirements must be made available, upon request, to Ohio EMA. Failure to do so may result in suspended or terminated funding.

I hereby certify that:

- (1) ... the applying jurisdiction/agency has sufficient legal authority provided by lawfully enacted or promulgated statutes, ordinances, or regulations to adopt the NIMS;
- (2) ... such NIMS adoption statutes, ordinances, or regulations are in full force and effect on the date of this certification;
- (3) ...the tasks necessary to implement NIMS requirements have been accomplished to the "good faith effort" standard by all disciplines receiving direct benefit as a result of federal preparedness funding; and
- (4) ...the applying jurisdiction/agency has reviewed the specific tasks in the FEMA NIMS Implementation Objectives and, *if required to do so*, has completed the annual NIMS Implementation Survey provided by Ohio EMA.



Signature of Applicant's Authorized Signatory

11/29/2021

Date

Tiffany Zindel, County Administrator

Printed Name and Title of Applicant's Authorized Signatory

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions and searching existing data sources, gathering and maintaining the data needed and completing, and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (1660-0001). **NOTE: Do not send your completed form to this address.**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.

1. LOBBYING

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Standard Form-LLL "Disclosure of Lobbying Activities" attached

(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEE OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620-

A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the term of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such convictions;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or

(2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

520 Justice Drive

Lebanon Ohio 45036

Check If there are workplaces on file that are not identified here.

Sections 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a state wide certification.

Resolution

Number 21-1688

Adopted Date December 07, 2021

AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN SOFTWARE PILOT AGREEMENT WITH CUEHIT, INC. ON BEHALF OF WARREN COUNTY EMERGENCY SERVICES

BE IT RESOLVED, to authorize the President of the Board to sign software pilot agreement with CueHit, Inc. on behalf of Warren County Emergency Services CueHit software will be used to survey citizens that interact with Emergency Services, send messages, and gather and report data of customer service feedback. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A—CueHit, Inc.
Emergency Services (file)



SOFTWARE PILOT AGREEMENT

This Pilot Software Agreement (this "Agreement") by and between CueHit, Inc. ("CueHit") and the Warren County Board of Commissioners on behalf of Warren County Emergency Services ("Pilot Client") (who together are referred to as the "Parties" herein and individually as "Party") is effective as of the date last signed below.

CueHit desires to make available modules of its software products ("Software") to be piloted as detailed in Attachment B; and

The Client wishes to participate in the use and pilot testing of the Software.

In consideration of the promises set forth herein, the Parties hereto agree as follows:

1. ARRANGEMENT

- 1.1. CueHit agrees to provide the usage of Software to Pilot Client.
- 1.2. CueHit agrees to provide the training and configuration services to staff of Pilot Client as defined in Attachment A, Statement of Work.
- 1.3. CueHit agrees to provide Support Services as defined in Attachment A, Statement of Work.
- 1.4. Pilot Client agrees to test, to use the Software as provided herein and report to CueHit with respect to the usefulness, suitability and functionality.

2. CONFIDENTIALITY AND PROPRIETARY RIGHTS AND DATA PROTECTION

2.1. The copyright to the Software is owned by CueHit. Nothing in this Agreement shall be construed as conveying title in the Software to Pilot Client. Pilot Client acknowledges and agrees that in providing the Software, CueHit may disclose to Pilot Client certain confidential, proprietary trade secret information of CueHit (the "Confidential Information"). Confidential Information may include, but is not limited to the Software, computer programs, source code (including all database stored procedures), object code, flowcharts, diagrams, manuals, schematics, development tools, specifications, screen shots, design documents, engineering know-how, marketing information, financial information, or business plans. All such Confidential Information shall not be disclosed.

2.1.1. Notwithstanding, the terms in 2.1, CueHit hereby acknowledges and agrees that Pilot Client is governed by the Ohio Public Records Laws. Notwithstanding any statement in this Agreement to the contrary, the Pilot Client's handling of any confidentiality obligations are subject to the limitations of this paragraph. Records (as defined by Ohio Revised Code §§ 149.011 and 149.43) related to this Agreement may be subject to disclosure under the Ohio Public Records Laws. The Pilot Client shall have no duty to defend the rights of CueHit or any of its agents or affiliates in any records requested to be disclosed. Upon receipt of a public records request, the Pilot Client will notify CueHit of its intent to release records to the requestor. CueHit shall have a maximum of five (5) business days beginning with the date it receives notification to respond to Pilot Client by either accommodating the requestor or pursuing legal remedies to stop Pilot Client's release



of requested information. Said notification shall relieve the Pilot Client of any further obligation under any claim of CueHit or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. CueHit and its agents and affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.

2.2. CueHit represents and warrants that Computer-Aided Dispatch (“CAD”) and Records Management (“RMS”) data made available to CueHit will remain protected. Such protection includes taking the appropriate organizational and technical security measures designed to protect against unauthorized or accidental access, loss, alteration, disclosure, or destruction. This may include the aspects of personnel, facilities, storage, and access controls.

2.3 CueHit acknowledges that the information disclosed by the Pilot Client will be sensitive and confidential. CueHit ensures that appropriate security measures, features, mechanisms and assurances are in place to safeguard the Pilot Client’s information assets, and that CueHit shall not disclose any such information to any third party absent a written Court Order, and thirty (30) days written notice provided to Pilot Client.

2.4 CueHit agrees that all client data and information provided to CueHit under this Agreement for CueHit’s use in connection with the Agreement is the property of Client; provided, however, CueHit shall have the right to retain client information in accordance with its obligations under the terms of this Agreement or as required by law in the event that the return or the destruction of any client information is infeasible. CueHit may use client information to perform its obligations hereunder and as permitted by this Agreement. CueHit may also use client data or information in an anonymous and aggregated way with other data or information to either perform or enhance the services, highlight performance, or market the services.

3. WARRANTY & LIMITATION OF LIABILITY

3.1. CueHit represents and warrants that it has the right and legal authority to grant the usage and provide the Software as contemplated by this Agreement. The Software may be early versions of code and may not be at the level of performance of a generally available product offering. The Software is provided “as is” without warranty. In no event shall CueHit be liable for any damage whatsoever arising out of the use or inability to use the Software, even if CueHit has been advised of the possibility of such damages.

3.2 In no event shall CueHit’s total individual cumulative liability hereunder, from all causes of action of any kind, whether arising under contract, tort (including negligence), strict liability, breach of warranty or otherwise, exceed the total amount paid by Pilot Client as fees for the twelve-month period immediately prior to the occurrence of the event that gave rise to such claim.

4. SUBSCRIPTION USE

4.1. CueHit grants to Pilot Client a non-exclusive, non-transferable, royalty free subscription of use right, for the period specified by this Agreement to use the Software. Pilot Client acknowledges and agrees that it will not use the Software for any function other its intended



purpose. Pilot Client agrees that it will use the Software carefully and will not use it in any way which might result in any loss of its or any third party's property or information.

4.2. Subscription to Software is for the sole use and benefit of Pilot Client, as defined in Attachment B. Use of Software by any other entity is prohibited unless granted by CueHit, as an amendment to this Agreement.

5. SERVICES AND STORAGE AND FEES

5.1. CueHit agrees to provide the services, storage, transaction processing and third-party subscriptions required during the term of this Agreement.

5.2. Pilot Client agrees to pay Software Subscription Fees to CueHit as defined in Attachment B.

6. REPORT ON USE

6.1. Pilot Client should report to CueHit, as soon as practical, any perceived defect (code or usability) in the Software.

6.2. The Pilot Client is encouraged to provide recommendations to CueHit on enhancements the Pilot Client recommends that CueHit make to the Software.

6.3. The Pilot Client will participate in regularly scheduled conference calls organized by CueHit to jointly review software with all Pilot Clients.

7. TERM AND TERMINATION

7.1. This Agreement shall be in effect for a period of twelve (12) months from the date of signature unless otherwise terminated as provided herein and may renew annually with mutual execution of renewal agreement.

7.2. This Agreement may be terminated with thirty (30) days written notice by either Party to the other Party.

7.4. Should Pilot Client terminate agreement in accordance with 7.2, no subscription fees paid shall be refunded or prorated by CueHit.

7.3. The obligations of Pilot Client and CueHit in Section 2 above shall survive the termination of this Agreement.


SIGNATURE PAGE FOLLOWS




EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

WARREN COUNTY BOARD of COMMISSIONERS

CUEHIT INC.

Accepted By (Signature) 

Accepted By (Signature) 

Printed Name David G. Yang

Printed Name Scott MacDonald

Title President

Title Co-Founder

Date 12-7-21

Date 11-4-21

Resolution No. 21-1089

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney



Attachment A

STATEMENT OF WORK

This Schedule describes a Statement of Work ("SOW") pursuant to the Pilot Software Agreement (the "Agreement") between Warren County Communications D ("Client") and CueHit Inc. ("CueHit"). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof.

CueHit Software

CueHit will be used to survey citizens that have interacted with Client, send messages to citizens or other stakeholders and gather and report on data. Client will be able to configure the surveys and rules based on data received from the Computer Aided Dispatch System. The results of the surveys will be stored within CueHit and available for display in a Feedback Board and within the analytics component called Measure. Other rules and messages can be built to triggered to send on certain events as driven by the rules engine.

CueHit and Client Responsibilities

1. CueHit will configure a tenant and telephone number group for the Client
2. CueHit will schedule a 90-minute kickoff call with the Client to review the objectives, timeline and mutual deliverables
 - o Configure Client administrator account - CueHit
 - o Walk client through the survey builder - CueHit
 - o Walk client through the rules builder - CueHit
 - o Walk client through the Feedback Board- CueHit
 - o Walk client through Activity /Survey tools- CueHit
 - o Walk client through the CueHit CAD Data Agent and what is needed for the connection to CAD - CueHit
3. Client will gather information needed for Surveys, Rules, Tasks and CAD Data – Client
4. CueHit will coordinate a CAD Connection Workshop with Client
 - o Configure CueHit CAD agent- CueHit and Client
 - o Connect to Client CAD Data – Client
 - o Test data – CueHit and Client



5. CueHit will coordinate a 2-hour Survey Workshop with Client
 - o Consult on the questions to ask in a satisfaction survey (maximum of 3 to 5 questions) = CueHit and Client
 - o Configure the questions in the survey tool = CueHit and Client
 - o Configure the acceptable responses in the survey tool = CueHit and Client
 - o Configure additional criteria (Follow Up question only) = CueHit and Client
 - o Send sample survey to client on text message = CueHit and Client
 - o Review in Feedback Board and Activity Screens= CueHit and Client

6. CueHit will coordinate a 2- 4 hour Rules Workshop with Client to jointly
 - o Consult on the rules for surveys and automatic text notifications = CueHit and Client
 - o Configure the rules and texts = CueHit and Client
 - o Send example encounters to test rules = CueHit and Client
 - o Review in Activity= CueHit and Client

7. CueHit will coordinate a 2 Hour Task Creation and Notification Workshop with Client to jointly:
 - o Configure Tasks and Task Assignments
 - o Identify Personnel information needed for notifications and digest emails
 - o Import Personnel information for receiving messages and emails from client provided .xls or .csv

8. CueHit will schedule a 2-hour Analytics Workshop with the Client to review the ideas for the Dashboards to reflect the results of the surveys.
 - o CueHit will review standard visualizations and data in the dashboard
 - o CueHit will request from the client, input on the data and visualization to be presented in the Measure Tool
 - o Once agreed, a maximum of 1 custom visualizations will be created by CueHit and deployed to the Client's environment

9. CueHit will train the Client Administrators on the use of the CueHit configuration tools, Measure tools and Activity logs.

SUPPORT SERVICES

This Schedule describes the terms and conditions relating to the Support Services that CueHit *will* provide to Client during the term of the Agreement.

Technical Support Services:



Telephone Assistance. Client will be given the telephone number for CueHit 's support line and will be entitled to contact the support line during normal operating hours, (between 7:30am and 5:30pm Central Time) on regular business days, excluding CueHit holidays, to consult with CueHit technical support staff concerning problem resolution; bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

Software Problem Reporting. Client may submit requests to CueHit identifying potential problems in the Software. Requests should be in writing and directed to CueHit by e-mail, or through CueHit's Support website. CueHit **retains** the right to determine in the final disposition of all requests and will inform Client of the disposition of each request. If CueHit acts upon a request, it will do so by providing a bug fix.

Scheduled Maintenance. Software may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the Software Updates, operating system updates/patches and updates to other third-party applications as needed. Clients are notified of maintenance periods via an email message or via a banner on the main page of the CueHit application.

Exclusions from Technical Support Services:

CueHit shall have no support obligations with respect to any third-party hardware or Software product.



Attachment B to Pilot Agreement

PILOT CLIENT SOFTWARE SUBSCRIPTION QUOTATION / MODULE OF USE

Pilot Client:	Date:
Warren County Commissioners	September 17, 2021

This Attachment describes the terms and conditions relating to the Software Subscription Fees that Pilot Client will pay to CueHit for use of Software as described below. Software is for use only by Warren County Emergency Services and requires execution of a Pilot Agreement.

This quote is valid for 45 days from date of receipt.

Item	Pilot Client Subscription Price
Citizen Text Message Surveys	\$7,500.00
Rules Builder to Drive Surveys	Included
Rules Builder to Drive Automatic Messages	Included
Message Library	Included
Positive Feedback Board and Staff Email Digest	Included
Supervisor Satisfaction Board	Included
Tasks and Notifications	Included
Use of CAD Data	Included
Analytics Dashboard – Positive Satisfaction	Included
Analytics Dashboard – Response Rates	Included
Analytics Dashboard – Sentiment Analysis	Included



Creation of 1 Custom Dashboard	Included
Services and Support as described in Statement of Work	Included

Total Subscription Per Year	\$7,500.00
-----------------------------	-------------------

Subscription Terms:

The fees provided in each Quotation are provided on an annual subscription basis. All software quoted herein are governed by the terms of CueHit's Pilot Client Agreement.

Does not include any fees the CAD vendor will charge, if any. Assumes CueHit makes a connection to CAD archive and reporting database directly or reads from a file produced for such a purpose.

100% first year annual subscription at contract signing (Contract Start Date) and annually on anniversary date, when renewed.

In consideration of Pilot Agreement, CueHit agrees to honor the Pilot Client Subscription Price in this quotation for a period of two years (first year plus first renewal year). After the second year, CueHit may increase the Pilot Client annual Subscription Price, but by no more than 5%



Parties have agreed to the terms of this quotation by their undersigned duly authorized representatives as of the date below. Signature by parties does not constitute an agreement without executed Pilot Agreement document.

Warren County Board of Commissioners

CUEHIT INC.

Accepted By (Signature)

Accepted By (Signature)

David G. Young
Printed Name

Scott Mac Donald
Printed Name

President
Title

Co-Foundere
Title

12-7-21
Date

11-4-21
Date

APPROVED AS TO FORM

Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 21-1689

Adopted Date December 07, 2021

AUTHORIZE ACCEPTANCE OF QUOTE AND STATEMENT OF WORK FROM SECURE CYBER DEFENSE ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR RENEWAL OF MONITORING SERVICES

WHEREAS, Secure Cyber Defense will provide Monitoring Services for Warren County Telecommunications as indicated on the attached quote and Statement of Work for purchase; and

NOW THEREFORE BE IT RESOLVED, to accept quote and Statement of Work from Secure Cyber Defense on behalf of Warren County Telecommunications for Monitoring Services as attached hereto and a part hereof.

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

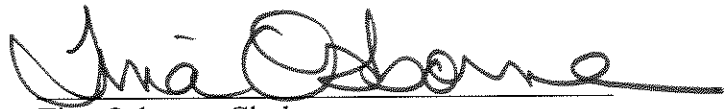
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Secure Cyber Defense
Telecom (file)

Resolution

Number 21-1690

Adopted Date December 07, 2021

AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO AN AGREEMENT WITH SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY (SORTA) RELATIVE TO WARREN COUNTY TRANSIT SERVICE

BE IT RESOLVED, to authorize the President of the Board to enter into an Agreement with SORTA, 602 Main Street, Ste.100, Cincinnati, OH 45202 relative to Warren County Transit Service, copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a—Southwest Regional Transit Authority (SORTA)
Transit (file)

**AGREEMENT BETWEEN
WARREN COUNTY and
SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY**

This Agreement, dated December 7, 2021, is by and between the Warren County and the Southwest Ohio Regional Transit Authority (SORTA) for the provision of transit services to Warren County by SORTA.

1. **SERVICE:**
For the term of this Agreement, SORTA agrees to operate Route 71 express and reverse commute service. SORTA agrees to operate seven (7) A.M. trips and six (6) P.M. trips on Route 71. Included in this route are two (2) A.M. "reverse commute" trips and two (2) P.M. "reverse commute" trips designed to bring commuters from downtown to Warren County. Levels of service/routing may be modified at the discretion of SORTA based on performance measures. Modifications will occur within SORTA's operator pick schedules, and SORTA will provide public notices, as required by the Federal Transit Administration (FTA). Warren County agrees that SORTA will be the exclusive provider of Warren County funded commuter express and reverse commute services between Warren County and downtown Cincinnati for the term of this Agreement.
2. **FARES:**
The current one-way fare for Route 71 is \$3.75. Fares are to be set by SORTA at its sole discretion.
3. **PAYMENT:**
For the period of January 1, 2022 through December 31, 2022, Warren County shall pay SORTA an amount equal to 50% of its 5307 federal funding for the federal fiscal year ending September 30, 2022, for the provision of specified transit services described in Section 1.
4. **FEDERAL DOLLAR TRADE:**
SORTA agrees that it will accept all of Warren County's Federal 5307 federal fund allocation in exchange for SORTA local dollars. Warren County shall direct the Federal Transit Administration to transfer all of its Federal 5307 Funds to SORTA as soon as possible, but no later than December 30th of each year, unless prevented by the FTA from meeting this deadline. SORTA will exchange Warren County Federal 5307 funds in that federal fiscal year (FFY) only after SORTA uses its complete allocation, and the federal match continues to be 20 percent (20%) non-federal. Payment to Warren County of SORTA funds will be made on the last day of the applicable calendar year (CY) or upon receipt of Warren County federal funds, whichever occurs later.
5. **NATIONAL TRANSIT DATABASE:**

SORTA, as the provider of the service, shall continue to report all service statistics, ridership, etc., in fulfillment of the National Transit Database (NTD) reporting requirements.

6. **TERM:**

The term of this Agreement shall be from January 1, 2022, through December 31, 2022. This Agreement shall thereafter automatically renew for two (2) additional one-year terms unless either party gives notice of cancellation as set forth below.

7. **TERMINATION:**

This Agreement may be terminated by either party by giving a 120 day notice in writing to the other party of the intent to cancel this agreement. In the event this agreement is canceled, the funds will be prorated for the months service was run.

8. **PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN TRANSIT OPERATIONS:**

SORTA (the contractor) agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administration, the State Oversight Agency of Ohio, or Warren County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program, as required under 49 CFR Part 655 and review the testing process. The contractor further agrees to certify annually its compliance with Parts 655 as required and to submit the FTA Management Information System (MIS) reports on or before March 15th, with a copy to Mr. Dave Gully, Warren County Administrator, 406 Justice Drive, Lebanon, Ohio, 45036. To certify compliance, the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

The contractor will likewise provide Warren County a copy of any FTA Office of Safety and Security Audits of the contractor's drug and alcohol testing program that may be conducted during the term of this Agreement.

9. **AMERICANS WITH DISABILITIES (ADA) MAINTENANCE OF BUS ACCESSIBILITY FEATURES:**

For all vehicles used in this Agreement, SORTA (the contractor) agrees to maintain in operative condition vehicle accessibility features such as lifts, ramps, annunciators, and securement devices, and to produce any documentation necessary to establish its compliance with ADA maintenance requirements. Furthermore, the contractor agrees to permit Warren County to inspect its maintenance and operations policies, procedures, and records to assure compliance with the ADA maintenance requirements.

10. **NOTICE:**

All correspondence in connection with this Agreement shall be in writing and sent to the following:

For Warren County:

David G. Young, Vice President
Warren County
406 Justice Drive
Lebanon, OH 45036

For SORTA:

Darryl Haley, CEO and General Manager
SORTA/Metro
525 Vine Street, Suite 500
Cincinnati, OH 45202

Warren County:

Signature: * _____
Name: David G. Young
Title: President
Date: 12-7-21

APPROVED AS TO FORM

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

Southwest Ohio Regional Transit Authority:

Signature: _____
Name: _____
Title: _____
Date: _____



County Risk Sharing Authority

209 East State Street • Columbus, Ohio 43215-4309
Phone: 614-221-5627 • Fax: 614-220-0209
Toll Free: 888-757-1904 • www.corsa.org
Claims Unit Toll Free: 866-455-8039

John Brownlee Jr., Managing Director

CLOSING NOTICE (FOR YOUR RECORDS)

December 8, 2021

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

CORSA Member: Warren County Board of Commissioners

Department: Sanitary Engineer / Sewer Department

Claim #: 0920032753

Claimant: Warren County Board of Commissioners

Date of Loss: 12/1/2021

Claim Determination: County vehicle and other vehicle collided when moving into the left turn lane

Payment Information:

Damage Total	Expenses	Deductible Applied	Total Paid
\$0.00	\$0.00	\$0.00	\$0.00

THIS IS NOT A BILL CLOSING NOTICE ONLY

If any questions:

Call adjuster Katie Lininger @ 614-220-0637 or send an email to klininger@ccao.org.



*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1691

Adopted Date December 07, 2021

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 11/30/21 and 12/2/21, as attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc:

Auditor ✓

Resolution

Number 21-1692

Adopted Date December 07, 2021

ACKNOWLEDGE RECEIPT OF NOVEMBER 2021 FINANCIAL STATEMENT


BE IT RESOLVED, to acknowledge receipt of the November 2021 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor (file)
S. Spencer
Tina Osborne

Financial Statement for 2021 Period 11



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	83,098,404.88	7,088,450.57	5,253,263.14	84,933,592.31	494,657.41	85,428,249.72
2201	SENIOR CITIZENS SERVICE LEVY	13,230,477.22	416,364.13	7,500.00	13,639,341.35	0.00	13,639,341.35
2202	MOTOR VEHICLE	6,775,704.39	1,754,805.27	1,076,537.41	7,453,972.25	75,127.99	7,529,100.24
2203	HUMAN SERVICES	177,229.62	409,677.10	452,556.84	134,349.88	126,918.53	261,268.41
2204	COVID19 EMERGENCY RENTAL ASSIS	7,637,999.80	0.00	218,533.01	7,419,466.79	96,525.63	7,515,992.42
2205	BOARD OF DEVELOPMENTAL DISABIL	41,652,640.52	1,154,636.02	984,820.01	41,822,456.53	121,821.48	41,944,278.01
2206	DOG AND KENNEL	677,904.96	3,638.63	24,729.38	656,814.21	584.43	657,398.64
2207	LAW LIBRARY RESOURCES FUND	176,751.59	23,834.42	33,063.68	167,522.33	0.00	167,522.33
2208	CO&TRANSIT MEDICAID SALES TAX	835,463.72	0.00	0.00	835,463.72	0.00	835,463.72
2209	BOE ELECTIONS SECURITY GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	18,579,658.65	0.00	86,395.44	18,493,263.21	0.00	18,493,263.21
2215	VETERAN'S MEMORIAL	5,842.34	757.00	0.00	6,599.34	0.00	6,599.34
2216	RECORDER TECH FUND 317.321	499,479.86	14,345.50	44,074.91	469,750.45	30,805.00	500,555.45
2217	BOE TECHNOLOGY FUND 3501.17	1,833,096.19	0.00	0.00	1,833,096.19	0.00	1,833,096.19
2218	COORDINATED CARE	765,136.24	735.00	0.00	765,871.24	0.00	765,871.24
2219	WIRELESS 911 GOVERNMENT ASSIST	385,794.25	4,941.84	13,308.18	377,427.91	0.00	377,427.91
2220	CP INDIGENT DRVR INTRLK/MONITG	8,873.57	216.30	0.00	9,089.87	0.00	9,089.87
2221	CC/MC INDIGENT DRIVER INTERLOC	117,480.87	982.20	0.00	118,463.07	0.00	118,463.07
2222	JUV INDIGENT DRIVER INTERLOCK	2,094.87	0.00	0.00	2,094.87	0.00	2,094.87
2223	PROBATE/JUVENILE SPECIAL PROJ	249,315.72	2,712.34	24,084.20	227,943.86	0.00	227,943.86
2224	COMMON PLEAS SPECIAL PROJECTS	290,107.46	5,257.00	7,000.00	288,364.46	1,000.00	289,364.46
2227	PROBATION SUPERVISION 2951.021	718,258.08	12,531.50	4,000.00	726,789.58	0.00	726,789.58
2228	MENTAL HEALTH GRANT	115,009.69	7,500.00	0.00	122,509.69	0.00	122,509.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	2,633,880.45	41,990.26	0.00	2,675,870.71	0.00	2,675,870.71
2231	CO LODGING ADD'L 1%	63,171.48	89,883.78	63,171.48	89,883.78	0.00	89,883.78
2232	COUNTY LODGINGS TAX (FKA 7731)	189,514.21	269,858.88	189,514.21	269,858.88	0.00	269,858.88

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2233	DOMESTIC SHELTER	15,756.00	4,018.00	0.00	19,774.00	0.00	19,774.00
2237	REAL ESTATE ASSESSMENT	7,585,283.41	0.00	44,707.95	7,540,575.46	45.00	7,540,620.46
2238	WORKFORCE INVESTMENT BOARD	236,494.10	198,133.20	338,290.38	96,336.92	166,250.85	262,587.77
2243	JUVENILE GRANTS	314,764.17	0.00	0.00	314,764.17	0.00	314,764.17
2245	CRIME VICTIM GRANT FUND	18,477.48	4,919.26	7,203.01	16,193.73	0.00	16,193.73
2246	JUVENILE INDIGENT DRIVER ALCOH	20,600.34	57.00	0.00	20,657.34	0.00	20,657.34
2247	FELONY DELINQUENT CARE/CUSTODY	813,590.44	0.00	89,282.06	724,308.38	1,330.67	725,639.05
2248	TAX CERTIFICATE ADMIN FUND	29,646.49	0.00	544.00	29,102.49	0.00	29,102.49
2249	DTAC-DELINQ TAX & ASSESS COLLE	654,529.86	0.00	13,581.09	640,948.77	520.00	641,468.77
2250	CERT OF TITLE ADMIN FUND	5,429,613.53	174,506.48	80,467.94	5,523,652.07	1,315.25	5,524,967.32
2251	COAP GRANT - OPIOD ABUSE PROG	332,490.83	84,560.94	17,051.77	400,000.00	17,051.77	417,051.77
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	52,148.04	7,244.00	11,566.05	47,825.99	7,566.89	55,392.88
2255	MUNICIPAL VICTIM WITNESS FUND	66,246.85	0.00	6,112.54	60,134.31	0.00	60,134.31
2256	WARREN COUNTY SOLID WASTE DIST	1,181,138.32	8,654.40	15,093.89	1,174,698.83	100.00	1,174,798.83
2257	OHIO PEACE OFFICER TRAINING	82,147.00	0.00	500.00	81,647.00	0.00	81,647.00
2258	WORKFORCE INVESTMENT ACT FUND	104,593.11	36,392.00	96,941.10	44,044.01	27,456.90	71,500.91
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	200.01	89,603.80	0.00	89,803.81	0.00	89,803.81
2262	COMMUNITY CORRECTIONS MONITORI	724,492.35	32,033.98	24,549.55	731,976.78	180.00	732,156.78
2263	CHILD SUPPORT ENFORCEMENT	1,047,180.05	435,985.06	251,622.29	1,231,542.82	11,323.16	1,242,865.98
2264	EMERGENCY MANAGEMENT AGENCY	149,553.21	43,092.65	19,300.33	173,345.53	1,624.00	174,969.53
2265	COMMUNITY DEVELOPMENT	508,482.06	118,663.00	289,079.03	338,066.03	271,718.10	609,784.13
2266	COMM DEV-ENT ZONE MONITOR FEES	105,563.00	0.00	0.00	105,563.00	0.00	105,563.00
2267	LOEB FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00	0.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2268	INDIGENT GUARDIANSHIP FUND	239,466.27	2,010.00	0.00	241,476.27	0.00	241,476.27
2269	INDIGENT DRIVER ALCOHOL TREATM	657,545.45	6,545.89	0.00	664,091.34	0.00	664,091.34
2270	JUVENILE TREATMENT CENTER	508,907.12	18,747.41	117,263.70	410,390.83	1,621.42	412,012.25
2271	DTAC-PROSECUTOR ORC 321.261	211,480.72	0.00	13,984.99	197,495.73	0.00	197,495.73
2272	CP INDIGENT DRVR ALC TREATMT	38,663.18	0.00	0.00	38,663.18	0.00	38,663.18
2273	CHILDREN SERVICES	8,371,756.64	554,296.00	599,730.63	8,326,322.01	337,606.53	8,663,928.54
2274	COUNTY COURT COMPUTR 1907.261A	72,816.77	1,147.00	0.00	73,963.77	0.00	73,963.77
2275	COUNTY CRT CLK COMP 1907.261B	33,968.67	2,880.00	0.00	36,848.67	0.00	36,848.67
2276	PROBATE COMPUTER 2101.162	91,261.76	690.00	0.00	91,951.76	0.00	91,951.76
2277	PROBATE CLERK COMPUTR 2101.162	249,199.01	2,300.00	0.00	251,499.01	0.00	251,499.01
2278	JUVENILE CLK COMPUTR 2151.541	30,288.93	887.34	0.00	31,176.27	0.00	31,176.27
2279	JUVENILE COMPUTER 2151.541	42,523.72	266.15	0.00	42,789.87	0.00	42,789.87
2280	COMMON PLEAS COMPUTER 2303.201	65,676.74	1,044.00	0.00	66,720.74	0.00	66,720.74
2281	DOMESTIC REL COMPUTER 2301.031	10,602.08	207.00	0.00	10,809.08	0.00	10,809.08
2282	CLERK COURTS COMPUTER 2303.201	131,686.22	3,963.00	0.00	135,649.22	0.00	135,649.22
2283	COUNTY CT SPEC PROJ 1907.24B1	1,916,749.55	17,874.47	1,973.23	1,932,650.79	217.54	1,932,868.33
2284	COGNITIVE INTERVENTION PROGRAM	411,369.91	5,049.45	1,134.80	415,284.56	0.00	415,284.56
2285	CONCEALED HANDGUN LICENSE	796,546.16	8,542.50	5,164.32	799,924.34	185.98	800,110.32
2286	SHERIFF-DRUG LAW ENFORCEMENT	12,408.47	200.00	382.94	12,225.53	2,163.01	14,388.54
2287	SHERIFF-LAW ENFORCEMENT TRUST	103,450.57	0.00	4,185.39	99,265.18	456.87	99,722.05
2288	COMM BASED CORRECTIONS DONATIO	6,820.41	0.00	0.00	6,820.41	0.00	6,820.41
2289	COMMUNITY BASED CORRECTIONS	381,614.20	0.00	2,109.50	379,504.70	781.25	380,285.95
2290	HAZ MAT EMERG PLAN SPEC FUND	3.84	0.00	0.00	3.84	0.00	3.84
2291	SHERIFF-D.A.R.E. PROGRAM	1,163.53	272.61	0.00	1,436.14	0.00	1,436.14
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	21,769.18	0.00	337.18	21,432.00	337.18	21,769.18
2294	SHERIFF DARE LAW ENFORC GRANT	8,986.61	10,846.65	0.00	19,833.26	0.00	19,833.26

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2295	TACTICAL RESPONSE UNIT	19,532.65	0.00	0.00	19,532.65	0.00	19,532.65
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMT & EDUCATN 4511.19G5A	129,686.43	641.00	0.00	130,327.43	0.00	130,327.43
2298	REHAB INC FUNDS	72,376.74	0.00	0.00	72,376.74	0.00	72,376.74
2299	COUNTY TRANSIT	1,561,079.33	7,821.50	73,125.18	1,495,775.65	61,564.49	1,557,340.14
3327	BOND RETIREMENT SPECIAL ASSMT	330,381.71	0.00	289,908.99	40,472.72	110,227.74	150,700.46
3360	STATE OPWC LOAN	56,357.85	0.00	56,357.85	0.00	0.00	0.00
3368	2013 RADIO SYSTEM BONDS	904,135.63	0.00	904,135.63	0.00	904,135.63	904,135.63
3384	TAX INCREMENT FINANCING - P&G	868,699.78	0.00	426,700.00	441,999.78	0.00	441,999.78
3393	RID BOND GREENS OF BUNNEL	3,279,019.47	36,226.41	428,182.50	2,887,063.38	428,182.50	3,315,245.88
3395	JAIL BONDS 2019	5,048,029.09	0.00	5,047,550.00	479.09	0.00	479.09
4401	COUNTY WIDE FINANCIAL SOFTWARE	212,155.46	0.00	0.00	212,155.46	0.00	212,155.46
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	31,044.12	0.00	22,440.50	8,603.62	0.00	8,603.62
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	69,115.47	-69,115.47	0.00	0.00	0.00	0.00
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	385,592.13	0.00	3,952.00	381,640.13	3.00	381,643.13
4438	NB COLUMBIA/3C RIGHT TURN LN	17,730.50	0.00	0.00	17,730.50	0.00	17,730.50
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	11,050,000.00	0.00	0.00	11,050,000.00	0.00	11,050,000.00
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	652,623.38	0.00	64,213.27	588,410.11	64,213.27	652,623.38

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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	6,030,245.81	0.00	64,550.00	5,965,695.81	0.00	5,965,695.81
4479	AIRPORT CONSTRUCTION	936,621.39	23,690.00	15,210.00	945,101.39	4,500.00	949,601.39
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	1,324,683.00	0.00	255,330.42	1,069,352.58	0.00	1,069,352.58
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	1,918,225.41	0.00	68,047.59	1,850,177.82	0.00	1,850,177.82
4493	REDEVELOPMENT TAX EQUIV FUND	623,881.47	0.00	129,909.15	493,972.32	0.00	493,972.32
4494	COURTS BUILDING	1,829,532.04	0.00	6,300.00	1,823,232.04	6,300.00	1,829,532.04
4495	JAIL CONSTRUCTION SALES TAX	15,139,125.96	1,109,147.41	2,287,754.42	13,960,518.95	419.93	13,960,938.88
4496	JUVENILE DETENTION ADDN & RENO	281,460.94	0.00	0.00	281,460.94	0.00	281,460.94
4497	JAIL CONSTRUCTION & REHAB	9,961,558.75	0.00	0.00	9,961,558.75	0.00	9,961,558.75
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00
4499	JUVENILE/PROBATE CT EXPANSION	287,507.59	0.00	0.00	287,507.59	0.00	287,507.59
5510	WATER REVENUE	29,625,456.10	1,611,501.39	956,389.41	30,280,568.08	251,471.94	30,532,040.02
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	1,266,195.89	648.95	66,648.64	1,200,196.20	0.00	1,200,196.20
5580	SEWER REVENUE	30,543,199.17	847,434.08	794,524.25	30,596,109.00	455,708.23	31,051,817.23
5581	SEWER IMPROV-WC VOCATIONAL SCH	247,600.03	5,960.58	0.00	253,560.61	0.00	253,560.61
5583	WATER CONST PROJECTS	2,964,597.51	1,648,299.82	2,206,714.54	2,406,182.79	0.00	2,406,182.79
5590	STORM WATER TIER 1	149,320.93	0.00	8,092.28	141,228.65	152.50	141,381.15
6619	VEHICLE MAINTENANCE ROTARY	194,896.80	38,566.09	59,026.63	174,436.26	26,323.26	200,759.52
6630	SHERIFF'S POLICING REVOLV FUND	1,146,225.19	0.00	359,481.18	786,744.01	0.00	786,744.01
6631	COMMUNICATIONS ROTARY	310,811.59	1,937.71	1,340.35	311,408.95	0.00	311,408.95
6632	HEALTH INSURANCE	3,294,508.55	877,738.95	1,126,111.45	3,046,136.05	51,410.44	3,097,546.49
6636	WORKERS COMP SELF INSURANCE	1,616,576.30	0.00	23,357.30	1,593,219.00	5,233.22	1,598,452.22

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
6637	PROPERTY & CASUALTY INSURANCE	134,703.57	0.00	19,023.00	115,680.57	19,023.00	134,703.57
6650	GASOLINE ROTARY	220,952.57	68,173.55	59,890.06	229,236.06	0.00	229,236.06
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	439,464.69	439,464.69	0.00	0.00	0.00
7709	CORPORATION FUND	3,471.25	185,686.37	186,337.71	2,819.91	0.00	2,819.91
7713	WATER-SEWER ROTARY FUND	377,645.77	2,588,594.04	2,765,241.34	200,998.47	0.00	200,998.47
7714	PAYROLL ROTARY	1,088,080.65	3,285,693.39	3,943,487.78	430,286.26	1,442,582.83	1,872,869.09
7715	NON PARTICIPANT ROTARY	7,337.04	8,495.52	7,337.04	8,495.52	0.00	8,495.52
7716	SCHOOL	0.00	10,556.42	10,556.42	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	5,649,866.07	678,297.47	9,500.42	6,318,663.12	34,671.74	6,353,334.86
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	26,903.94	1,705.04	14,398.22	14,210.76	0.00	14,210.76
7720	LOCAL GOVERNMENT FUND	0.00	399,801.21	399,801.21	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	0.00	0.00	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	3,716.21	0.00	0.00	3,716.21	0.00	3,716.21
7723	GASOLINE TAX	0.00	546,876.06	546,876.06	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	665,775.98	0.00	533,208.62	132,567.36	0.00	132,567.36
7725	UNDIVIDED WIRELESS 911 GOV ASS	30,885.58	9,883.70	35,827.42	4,941.86	0.00	4,941.86
7726	MOTOR VEHICLE LICENSE TAX	0.00	901,467.47	901,467.47	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	9,746.68	7,899.79	9,389.95	8,256.52	34,346.99	42,603.51
7729	CORONAVIRUS RELIEF DIST FUND	0.00	0.00	0.00	0.00	0.00	0.00
7731	COUNTY LODGING TAX	0.00	0.00	0.00	0.00	0.00	0.00
7734	REAL ESTATE ADVANCE PAYMENT	13,242.30	0.00	0.00	13,242.30	0.00	13,242.30
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00
7741	LIFE INSURANCE	21,701.46	10,605.00	10,211.07	22,095.39	0.00	22,095.39
7742	LIBRARIES	0.00	461,689.08	461,689.08	0.00	0.00	0.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	3,365.36	2,259.31	3,345.64	2,279.03	2,092.72	4,371.75
7746	MIAMI CONSERVANCY DISTRICT FUN	0.00	0.00	0.00	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	8,920.91	228,723.34	218,680.87	18,963.38	0.00	18,963.38
7754	OHIO ELECTIONS COMMISSION FUND	0.00	30.00	30.00	0.00	30.00	30.00
7756	SEWER ROTARY	17,843.00	0.00	1,724.00	16,119.00	0.00	16,119.00
7758	WIA PASS THROUGH TO BUTLER/CLE	-47,190.60	130,854.66	130,854.66	-47,190.60	0.00	-47,190.60
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	25,773.93	1,383.00	312.00	26,844.93	0.00	26,844.93
7766	ESCROW ROTARY	871,667.91	0.00	0.00	871,667.91	0.00	871,667.91
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	28,197.88	4,214.32	0.00	32,412.20	0.00	32,412.20
7769	BANKRUPTCY POST PETITION CONDU	31,172.20	4,022.90	0.00	35,195.10	0.00	35,195.10
7773	SEX OFFENDER REGISTRATION FEE	100.00	100.00	200.00	0.00	200.00	200.00
7774	ARSON OFFENDER REGISTR FEE	220.00	0.00	0.00	220.00	0.00	220.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	67,887.50	12,284.50	47,609.50	32,562.50	0.00	32,562.50
7776	UNDIVIDED EVIDENCE SHERIFF	112,604.64	0.00	920.00	111,684.64	920.00	112,604.64
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	11,542.61	10,000.00	0.00	21,542.61	0.00	21,542.61
7779	UNDIVIDED DRUG TASK FORCE SEIZ	121,515.31	59,327.67	5,453.00	175,389.98	5,453.00	180,842.98
7781	REFUNDABLE DEPOSITS	429,613.12	19,774.35	18,164.21	431,223.26	2,475.35	433,698.61
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	17,759.21	2,490,499.71	2,488,762.10	19,496.82	0.00	19,496.82
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2021 Period 11



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7789	FORFEITED LAND	0.00	310.00	0.00	310.00	0.00	310.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	160,263.52	148,794.28	0.00	309,057.80	0.00	309,057.80
7795	UNDIVIDED INDIGENT FEES	0.00	1,290.50	1,290.50	0.00	258.10	258.10
7796	MUNICIPAL ORD VIOLATION INDIGE	4,927.81	0.00	595.00	4,332.81	0.00	4,332.81
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	1,792.74	1,792.74	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	734,787.32	0.00	0.00	734,787.32	0.00	734,787.32
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	9,369,943.26	321,772.15	290,124.05	9,401,591.36	1,540.30	9,403,131.66
9912	FOOD SERVICE	252,704.36	2,868.00	99,983.20	155,589.16	793.60	156,382.76
9915	PLUMBING BOND-HEALTH DEPT.	8,500.00	0.00	500.00	8,000.00	0.00	8,000.00
9916	STATE REGULATED SEWAGE PROGRAM	315,467.17	23,640.00	53,126.03	285,981.14	366.25	286,347.39
9925	SOIL & WATER CONSERVATION DIST	811,352.89	0.00	55,762.66	755,590.23	115.57	755,705.80
9928	REGIONAL PLANNING	363,860.04	26,509.00	33,397.59	356,971.45	560.37	357,531.82
9938	WARREN COUNTY PARK DISTRICT	901,861.33	108,648.96	92,404.37	918,105.92	1,067.43	919,173.35
9944	ARMCO PARK	409,382.72	15,831.18	71,546.46	353,667.44	10,679.73	364,347.17
9953	WATER SYSTEM FUND	53,911.08	1,055.00	658.00	54,308.08	758.00	55,066.08
9954	MENTAL HEALTH RECOVERY BOARD	14,911,995.58	731,188.99	829,379.56	14,813,805.01	368,162.40	15,181,967.41
9961	HEALTH GRANT FUND	785,923.33	157,238.45	24,408.40	918,753.38	0.00	918,753.38
9963	CAMPGROUNDS	2,205.70	0.00	0.00	2,205.70	0.00	2,205.70
9976	HEALTH - SWIMMING POOL FUND	144,463.15	0.00	0.00	144,463.15	0.00	144,463.15
9977	DRUG TASK FORCE COG	687,210.37	2,890.00	20,132.61	669,967.76	17,764.77	687,732.53
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		389,495,819.17	33,431,441.21	41,124,929.79	381,802,330.59	6,111,001.14	387,913,331.73

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for November, 2021 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 21-1693

Adopted Date December 07, 2021

ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTION

WHEREAS, pursuant to Resolution #16-1936, this Board authorized approval of necessary financial documents in their absence by the County Administrator, Deputy County Administrator or Clerk of Commissioners; and

NOW THEREFORE BE IT RESOLVED, to acknowledge approval of the attached financial transaction as attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/lkl

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

APPROVE SUPPLEMENTAL AND APPROPRIATION ADJUSTMENT WITHIN HEALTH INSURANCE FUND 6632

BE IT RESOLVED, to approve the following supplemental adjustment:
\$100,409.00 into #66320100-5932 (Health – Medical/Rx Claims) ✓

BE IT RESOLVED, to approve the following appropriation adjustment:

\$13,000.00	from	#66320100-5890	(Health – Employer HAS Contribution)
\$48,075.75	from	#66320100-5933	(Health – Dental Claims)
\$ 2,350.00	from	#66320100-5400	(Health – Purchased Services)
\$ 201.04	from	#66320100-5210	(Health – Material & Supplies)
\$63,626.79	into	#66320100-5932	(Health – Medical/Rx Claims)

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

- Mrs. Jones –
- Mr. Young –
- Mr. Grossmann –

Resolution adopted this 2nd day of December 2021.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adj. file
OMB (file)

Tina Osborne
to be ratified
12-7-21

Resolution

Number 21-1694

Adopted Date December 07, 2021

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN WATER AND/OR SANITARY SEWER IMPROVEMENTS IN RENAISSANCE, SECTION 10 SITUATED IN THE CITY OF MIDDLETOWN.

BE IT RESOLVED to enter into the following bond agreement upon recommendation of the Warren County Sanitary Engineer.

BOND AGREEMENT

Bond Number	:	21-027 (W/S)
Development	:	Renaissance, Section 10
Developer	:	Grand Communities, LLC
Township	:	City of Middletown
Amount	:	\$92,512.88
Surety Company	:	RLI Insurance Company (CMS0347084)

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

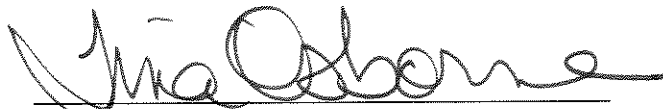
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CGB

cc: Grand Communities, LLC, 3940 Olympic Boulevard, Suite 400, Erlanger, KY 41018
RLI Insurance Company, 525 W. Van Buren Street, Suite 350, Chicago, IL 60607
Water/Sewer (file) _____
Bond Agreement File

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

21-027 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between _____
Grand Communities, LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
RLI Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in _____
Renaissance I **Subdivision, Section 10** _____ (3) (hereinafter the "Subdivision") situated in
CITY OF Turtlecreek _____ (4) Township, Warren County, Ohio, in accordance with the Warren County
MIDDLETON Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$71,163.75,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$71,163.75; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum
of \$92,512.88 to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County subdivision
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$7,116.38 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department
Attn: Sanitary Engineer
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1380

C. To the Developer:

Grand Communities, LLC

Randy Acklin

3940 Olympic BLVD

Erlanger, KY 41018

Ph. (859) 344 - 5956

D. To the Surety:

RLI Insurance Company

525 W Van Street, Suite 350

Chicago, IL 60607

Ph. (312) 445 - 9742

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

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

___ Certified check or cashier's check (attached) (CHECK # _____)

___ Original Letter of Credit (attached) (LETTER OF CREDIT # _____)

___ Original Escrow Letter (attached)

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

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

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

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

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

18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

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

DEVELOPER: Grand Communities, LLC
A Kentucky Limited Liability Company

SURETY: RLI Insurance Company

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

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

SIGNATURE: Michael Kady

SIGNATURE: Susana Yeazell

PRINTED NAME: Michael Kady

PRINTED NAME: Susan A. Yeazell

TITLE: Vice President of Engineering & Site Design

TITLE: Attorney-in-Fact


DATE: 11/18/21

DATE: November 18, 2021

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 21-1694, dated 12-7-21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: David E. Garg


TITLE: President

DATE: 12-7-21

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR
Adam Nice, A.P.A.

Key:

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018, as Principal, and RLI Insurance Company, 525 W Van Buren Street, Suite 350, Chicago, IL 60607, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Ninety-Two Thousand Five Hundred Twelve and 88/100 Dollars (\$92,512.88) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct and dedicate for public purpose and maintenance Water Main in Renaissance I Section 10 Subdivision in Turtlecreek Township, Warren County, OH.

NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Water Main in Renaissance I Section 10 Subdivision in Turtlecreek Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of Ninety-Two Thousand Five Hundred Twelve and 88/100 Dollars (\$92,512.88) and no more.

SIGNED AND DATED THIS 18th day of November, 2021.

Principal: Grand Communities, LLC
A Kentucky Limited Liability Company

By: Todd E. Huss
Todd E. Huss, President

Surety: RLI Insurance Company

By: Susan A. Yeazell
Susan A. Yeazell, Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Dan E. Ries, Susan A. Yeazell, Julie L. Cline, Robert L. Daniels, jointly or severally

in the City of Cincinnati, State of Ohio its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 23rd day of April, 2021.



By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

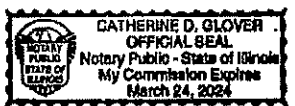
CERTIFICATE

On this 23rd day of April, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 18th day of November, 2021.

By: Catherine D. Glover
Catherine D. Glover Notary Public

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



Resolution

Number 21-1695

Adopted Date December 07, 2021

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR MARONDA HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN PROVIDENCE SUBDIVISION, SECTION THIRTEEN 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	:	19-020 (P/S)
Development	:	Providence Subdivision, Section Thirteen
Developer	:	Maronda Homes of Cincinnati, LLC
Township	:	Hamilton
Reduction Amount	:	\$8,973.95
Surety Company	:	Atlantic Specialty Insurance Co. (800036005)

BE IT FURTHER RESOLVED: the original amount of bond was \$57,055.05 and after the above reduction, the new required bond amount is \$48,081.10.

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Maronda Homes of Cincinnati, LLC, 4710 Interstate Dr., Suite T, Cincinnati, OH 45246
Atlantic Specialty Insurance Co., 605 Highway 169 N., Suite 800, Plymouth, MN 55441
Engineer (file)
Bond Agreement File

Resolution

Number 21-1696

Adopted Date December 07, 2021

ENTER INTO STREET AND APPURTENANCES SECURITY AGREEMENT WITH LEGACY LANDING, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS FOR LEGACY LANDING SITUATED IN CLEARCREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances Security Agreement:

SECURITY AGREEMENT

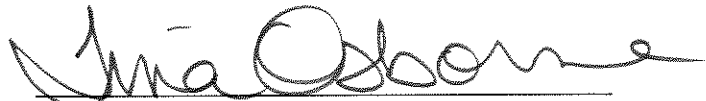
Bond Number	:	21-011 (P)
Development	:	Legacy Landing
Developer	:	Legacy Landing, LLC
Township	:	Clearcreek
Amount	:	\$213,454.31
Surety Company	:	Civista Bank (LOC#10043819)

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

STREETS AND APPURTENANCES

Security Agreement No. 21-011 (P)

10043819

This Agreement made and concluded at Lebanon, Ohio, by and between Legacy Landings LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Civista Bank (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Legacy Landings Subdivision, Section/Phase _____ (3) (hereinafter the "Subdivision") situated in Clearcreek (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$894,088.66, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$164,195.63; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$213,454.31 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$178,817.73 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department
Attn: Sanitary Engineer
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1380

C. To the Developer:

Legacy Landing LLC
8559 Black Oak Ct.
Waynesville, OH 45068
Ph. (513) 907 - 4429

D. To the Surety:

Civista Bank
160 East Water Street
Sandusky, OH 44870

Ph. (419) 502 - 9932

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

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

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

Original Letter of Credit (attached) (LETTER OF CREDIT # 10043819)

Original Escrow Letter (attached)

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

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

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

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

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

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

DEVELOPER:

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

SIGNATURE: 


PRINTED NAME: Nicole Glick

TITLE: Developer

DATE: 11-30-2021

SURETY:

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

SIGNATURE: 

PRINTED NAME: Robert Ward


TITLE: Vice President

DATE: 11/17/21

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 21-1696, dated 12-7-21.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: David Bergung

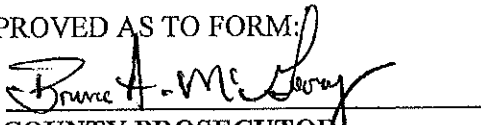
TITLE: President

DATE: 12-7-21

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

Performance and Sidewalk Bond

11/16/2021

Subdivision Name

1 of 2

#	Legacy Landing	QTY	UNITS	UNIT COST	TOTAL COST	UNCOMP QTY	UNCOMP ITEMS	CONSTRUCTION STATUS				
								REPORTS		COMPLETE		COMMENTS
								TEST	INSP	YES	NO	
1	Clearing and Grubbing	1	LS	\$51,750.00	\$51,750.00	0	\$0.00					
2	Excavation & Embankment	69891	CY	\$2.40	\$167,738.40	0	\$0.00					
3	Storm Sewer (by size & type)		LF		\$0.00		\$0.00					
	12"	187	LF	\$37.12	\$6,941.44	0	\$0.00					
	15"	1190	LF	\$37.03	\$44,065.70	0	\$0.00					
	18"	491	LF	\$45.25	\$22,217.75	0	\$0.00					
	24"	1049	LF	\$54.30	\$56,960.70	0	\$0.00					
	30"	292	LF	\$65.11	\$19,012.12	0	\$0.00					
	36"	604	LF	\$77.39	\$46,743.56	0	\$0.00					
4	3X4 Box Culvert	36	LF	\$1,401.22	\$50,443.92	36	\$50,443.92					
5	Manhole		EA		\$0.00		\$0.00					
6	Catch Basin (type)		EA		\$0.00		\$0.00					
	2-2B Catch Basin	13	EA	\$1,330.36	\$17,294.68	0	\$0.00					
	2-3 Catch Basin	6	EA	\$1,718.23	\$10,309.38	0	\$0.00					
	2-4 Catch Basin	1	EA	\$2,202.21	\$2,202.21	0	\$0.00					
	CB4 Catch Basin	1	EA	\$4,215.54	\$4,215.54	0	\$0.00					
7	Headwall (type)		EA		\$0.00		\$0.00					
	12" End Wall	1	EA	\$596.95	\$596.95	0	\$0.00					
	15" End Wall	2	EA	\$596.95	\$1,193.90	0	\$0.00					
	18" End Wall	6	EA	\$639.89	\$3,839.34	0	\$0.00					
	24" End Wall	4	EA	\$677.01	\$2,708.04	0	\$0.00					
	36" End Wall	2	EA	\$1,182.18	\$2,364.36	0	\$0.00					
8	Curb & Gutter (type)		LF		\$0.00		\$0.00					
9	Master Sump Line		LF		\$0.00		\$0.00					
10	Street Base (5" - 301)	11439	SY	\$16.69	\$190,916.91	167	\$2,787.23					
11	Asphalt, Intermediate leveling course (2" - 448)	11439	SY	\$7.24	\$82,818.36	167	\$1,209.08					
13	Street Surface (1 1/2" - 448) With Tack	11439	SY	\$6.53	\$74,696.67	11439	\$74,696.67					
14	Existing Road-Improvements		LS		\$0.00		\$0.00					
15	Street Name Signs (Including Post)		EA		\$6,266.45		\$6,266.45					
16	Stop Signs (Included under Street name signs)		EA		\$0.00		\$0.00					
17	Guard Rail		LF		\$0.00		\$0.00					
18	Street Lighting		LS		\$0.00		\$0.00					
19	Wheel Chair Ramps		EA		\$0.00		\$0.00					

**Performance and Sidewalk Bond
Subdivision Name**

11/16/2021
2 of 2

#	Legacy Landing	QTY	UNITS	UNIT COST	TOTAL COST	UNCOMP QTY	UNCOMP ITEMS	CONSTRUCTION STATUS						
								REPORTS		COMPLETE		COMMENTS		
								TEST	INSP	YES	NO			
20	Sodding		SY		\$0.00		\$0.00							
21	Seeding & Mulching	17.99	AC	\$1,600.46	\$28,792.28	17.99	\$28,792.28							
22	Monuments		EA		\$0.00		\$0.00							
23	Lot Corner Pins		EA		\$0.00		\$0.00							
24	Speed Limit Signs (Included under Street name signs)		EA		\$0.00		\$0.00							
25	Sidewalk		SF		\$0.00		\$0.00							
	TOTAL COST UNCOMPLETED COST				\$894,088.66		\$164,195.63							
	MAINTEN. AMOUNT PERFORM. AMOUNT				\$178,817.73		\$213,454.31							



IRREVOCABLE LETTER OF CREDIT

Applicant: Legacy Landing LLC
8559 Black Oak Ct.
Waynesville, OH 45068

Project: Legacy Landing
Clearcreek Township
Warren County, Ohio

Beneficiary: Warren County Commissioners
105 Markey Road
Lebanon, Ohio 45036

Date: November 22, 2021
Letter of Credit No.: 10043819
Initial Expiration Date: November 22, 2022

To: THE WARREN COUNTY COMMISSIONERS

We hereby issue in your favor this Irrevocable Standby Letter of Credit which is available by your sight draft(s) drawn on Civista Bank, Sandusky, Ohio, up to the maximum aggregate amount of Two Hundred Thirteen Thousand Four Hundred Fifty-Four and 31/100 Dollars (\$213,454.31). Your sight draft shall be appropriately completed and signed by your duly authorized representative and shall bear the clause: "Drawn under Civista Bank Standby Letter of Credit No. 10043819 (fill in the amount not to exceed \$213,454.31).

Accompanied by the following document:

Beneficiary's Signed Statement as follows:

"We hereby certify that the amount of any draft(s) drawn hereunder represents funds due and payable because Legacy Landing LLC is in default under the terms of the Subdivision Public Improvement Performance and Maintenance Security Agreement regarding Streets, Appurtenances and Sidewalks between Legacy Landing LLC and the Warren County Board of County Commissioners."

The Security Agreement referenced by this Letter of Credit and all of its terms and conditions, is attached hereto, made a part hereof, and fully incorporated herein, as if fully rewritten.

It is a condition of this letter that it shall be deemed automatically extended without amendment for successive one year periods from its present or any future expiration date unless at least sixty (60) days before any such expiration date we notify the Warren County Administrator, at the address listed above, in writing by certified or registered mail, that we elect not to consider this letter of credit renewed for any such additional period, **at such time the Board of Warrant County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.**

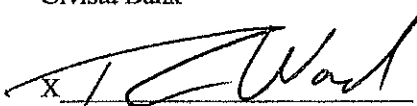
This Letter of Credit is governed by the Uniform Commercial Code and is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce, Publication No. 600 (the "Uniform Customs").



Communications with respect to this Letter of Credit shall be in writing and shall be addressed to Civista Bank, 9700 Springboro Pike, Miamisburg, Ohio 45342, Attention: Robert O. Ward, specifically referring thereon to Civista Bank, Irrevocable Standby Letter of Credit No. 10043819.

This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement. We shall not be called upon to determine questions of fact or law at issue between Applicant and Beneficiary.

Civista Bank


X _____
Robert O. Ward, Vice President

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1697

Adopted Date December 07, 2021

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH LEGACY LANDING LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LEGACY LANDING SUBDIVISION, SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT


Bond Number	:	21-028 (W/S)
Development	:	Legacy Landing
Developer	:	Legacy Landing LLC
Township	:	Clearcreek
Amount	:	\$25,023.50
Certified Check	:	First Financial Bank (Check No. 586639)

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: Legacy Landing LLC, 8559 Black Oak Ct., Waynesville, OH 45068
OMB – J. Stilgenbauer
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

10043819 21-028 (4/3)

This Agreement made and concluded at Lebanon, Ohio, by and between Legacy Landing LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and _____ (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Legacy Landing Subdivision, Section/Phase _____ (3) (hereinafter the "Subdivision") situated in Cross Creek (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$250,235, and that the Improvements that have yet to be completed and approved may be constructed in the sum of _____; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within _____ years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$ 25,023.50 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

Legacy Landing LLC
8559 Black Oak ct.
Waynesville OH 45068
Ph. (513) 967 - 4429

D. To the Surety:

Ph. (_____) _____ - _____

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

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

- Certified check or cashier's check** (attached) (CHECK # FIRST FINANCIAL BANK 586639)
- Original Letter of Credit** (attached) (LETTER OF CREDIT # _____)
- Original Escrow Letter** (attached)
- Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).
- Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

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

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

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

18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

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

DEVELOPER:

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

SIGNATURE: *Nicere Gwinn*
 PRINTED NAME: Nicere Gwinn
 TITLE: Developer
 DATE: 12-2-2021

SURETY:

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

SIGNATURE: _____
 PRINTED NAME: _____
 TITLE: _____
 DATE: _____

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 21-1697, dated 12-7-21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**


SIGNATURE: 

PRINTED NAME: David B. Young

TITLE: President

DATE: 12-7-21

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

586639

FIRST

first financial bank

OFFICIAL CHECK

PURPOSE: LEGACY LANDING- PAYABLE AT 2 YEARS

DATE: 12/01/21

REMITTER: NICOLE M GULICK
WAYNESVILLE, OH 45068

BRANCH: 0361
ORIGINATOR: SNICKELS
TIME: 11:34:08
CK AMT: \$25,023.50
FEE AMT: \$.00

TO: WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

TOTAL: \$25,023.50

CUSTOMER/CLIENT COPY

NON-NEGOTIABLE

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

FIRST

first financial bank

OFFICIAL CHECK

Voidable at 90 days

586639

Date: 12/01/21

Branch: 0361

REMITTER NICOLE M GULICK

**PAY
TO THE
ORDER OF**

EXACTLY **25,023 AND 50/100 DOLLARS

\$*****25,023.50

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

PURPOSE: LEGACY LANDING- PAYABLE AT 2 YEARS



BY *Nara Nidelsen*
AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑆0000586639⑆ ⑆042200910⑆ 5311313895⑆

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1698

Adopted Date December 07, 2021

APPROVE VARIOUS RECORD PLATS

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

- Legacy Landing – Clearcreek Township
- Shaker Run Section Nine, Easement Plat #1 – Turtlecreek Township

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 21-1699

Adopted Date December 07, 2021

APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the sixth disbursement of their mandated share for SFY 2021-2022 be transferred into the Human Services Public Assistance Fund #2203; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #1101 into Human Services Fund #2203:

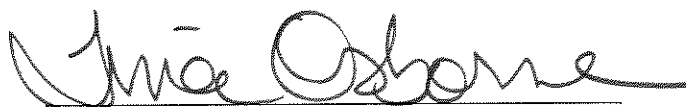
\$ 16,464.42	from	#11011112-5742	(Commissioners Grants - Public Assistance)
	into	#2203-49000	(Human Services - Public Assistance)

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Operational Transfer file
Human Services (file)
OMB

Resolution

Number 21-1700

Adopted Date December 07, 2021

DECLARE A SURPLUS OF FUNDS IN THE CERTIFICATE OF TITLE ADMINISTRATION FUND #2250, APPROVE A SUPPLEMENTAL APPROPRIATION INTO THE CERTIFICATE OF TITLE FUND #2250 AND TRANSFER FUNDS INTO THE COUNTY GENERAL FUND #1101

BE IT RESOLVED, to approve the following supplemental appropriation:

\$2,500,000.00 into #22501260-5997 (Operational Transfer)

BE IT RESOLVED, to approve the following operational transfer of funds.

\$2,500,000.00 from #22501260 5997 (Operational Transfers)
 into #1101 49910 (General Fund - Transfer)

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

tfs/

cc: Auditor
Clerk of Courts (file)
Operational Transfer file
Supplemental Appropriation file
OMB

Resolution

Number 21-1701

Adopted Date December 07, 2021

APPROVE REPAYMENT OF CASH ADVANCE FROM COAP GRANT FUND #2251 INTO GENERAL FUND #1101

WHEREAS, pursuant to Resolution #20-1419, adopted October 6, 2020 this board approved a cash advance from the County General Fund #1101 into the COAP Grant Fund #265; and

WHEREAS, said grant funds have been received and the cash advance must be repaid, and

NOW THEREFORE BE IT RESOLVED, to approve the repayment of said cash advance:

\$400,000.00 from #2251-45556 (COAP Grant – Advance of Cash Out)
into #1101-45555 (GF-Advance of Cash In)

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

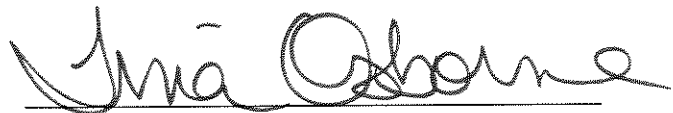
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor
Cash Advance file
OGA (file)

Resolution

Number 21-1702

Adopted Date December 07, 2021

ACCEPT AMENDED CERTIFICATE FOR FUNDS 2206, 2207, 2223, 2228, 2233, 2243, 2245, 2246, 2262, 2266, 2269, 2274, 2275, 2278 AND 2279

WHEREAS, the anticipated revenue for Fund 2206 Dog and Kennel fund has decreased by \$50,000.00; and

WHEREAS, the anticipated revenue for Fund 2207 Law Library Resources fund has decreased by \$125,000.00; and

WHEREAS, the anticipated revenue for Fund 2223 Probate/Juvenile Special Proj fund has decreased by \$2,109.11; and

WHEREAS, the anticipated revenue for Fund 2228 Mental Health Grant fund decreased by \$3,137.00; and

WHEREAS, the anticipated revenue for Fund 2233 Domestic Shelter fund has decreased by \$5,731.00; and

WHEREAS, the anticipated revenue for Fund 2243 Juvenile Grants fund has decreased by \$98,343.85; and

WHEREAS, the anticipated revenue for Fund 2245 Crime Victim Grant fund has decreased by \$8,437.59; and

WHEREAS, the anticipated revenue for Fund 2246 Juvenile Indigent Driver Alcohol fund has decreased by \$92.23; and

WHEREAS, the anticipated revenue for Fund 2262 Community Corrections Monitoring fund has decreased by \$23,301.36; and

WHEREAS, the anticipated revenue for Fund 2266 Comm Dev-Ent Zone Monitor Fees fund has decreased by \$5,000.00; and

WHEREAS, the anticipated revenue for Fund 2269 Indigent Driver Alcohol Treatment fund has decreased by \$34,276.03; and

WHEREAS, the anticipated revenue for Fund 2274 County Court Computer 1907.261A fund has decreased by \$3,958.00; and

WHEREAS, the anticipated revenue for Fund 2275 County Court Clerk Comp 1907.261B fund has decreased by \$15,725.92; and

WHEREAS, the anticipated revenue for Fund 2278 Juvenile Clk Computer 2151.541 fund has decreased by \$1,584.17; and

RESOLUTION #21-1702
DECEMBER 07, 2021
PAGE 2

WHEREAS, the anticipated revenue for Fund 2279 Juvenile Computer 2151.541 fund has decreased by \$1,268.28; and


NOW THEREFORE BE IT RESOLVED, to accept the Amended Certificate for Funds 2206, 2207, 2223, 2228, 2233, 2243, 2245, 2246, 2262, 2266, 2269, 2274, 2275, 2278 and 2279.

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor's Office – Brenda Quillen ✓
Amended Certificate file
Dog & Kennel (file)
Law Library (file)
Juvenile (file)
Prosecutor (file)
Common Pleas (file)
Economic Development (file)
Clerk of Courts (file)
County Court (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, December 1, 2021

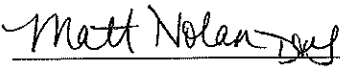
To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2021, 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 - Special Revenue	Jan. 1st, 2021	Taxes	Other Sources	Total
Dog and Kennel Fund 2206	\$656,558.09		\$385,400.00	\$1,041,958.09
Law Library Resources Fund 2207	\$160,242.50		\$306,750.00	\$466,992.50
Probate/Juvenile Special Proj Fund 2223	\$257,668.32		\$33,890.89	\$291,559.21
Mental Health Grant Fund 2228	\$89,414.69		\$36,863.00	\$126,277.69
Domestic Shelter Fund 2233	\$16,525.74		\$38,366.00	\$54,891.74
Juvenile Grants Fund 2243	\$342,828.60		\$24,656.15	\$367,484.75
Crime Victim Grant Fund 2245	\$13,090.06		\$69,396.72	\$82,486.78
Juvenile Indigent Driver Alcoh Fund 2246	\$23,673.22		\$907.77	\$24,580.99
Community Corrections Monitoring Fund 2262	\$611,457.30		\$353,698.64	\$965,155.94
Comm Dev-Ent Zone Monitor Fees Fund 2266	\$105,563.00		\$0.00	\$105,563.00
Indigent Driver Alcohol Treatment Fund 2269	\$601,367.37		\$48,723.97	\$650,091.34
County Court Computer 1907.261A Fund 2274	\$64,600.33		\$12,042.00	\$76,642.33
County Court Clk Comp 1907.261B Fund 2275	\$6,889.59		\$30,274.08	\$37,163.67
Juvenile Clk Computer 2151.541 Fund 2278	\$18,760.44		\$12,415.83	\$31,176.27
Juvenile Computer 2151.541 Fund 2279	\$39,058.15		\$3,731.72	\$42,789.87
TOTAL	\$3,007,697.40	\$0.00	\$1,357,116.77	\$4,364,814.17

- Amend 21 20
- 2206 (50,000.00)
- 2207 (125,000.00)
- 2223 (2,109.11)
- 2228 (3,137.00)
- 2233 (5,731.00)
- 2243 (98,343.85)
- 2245 (8,437.59)
- 2246 (92.23)
- 2262 (23,301.36)
- 2266 (5,000.00)
- 2269 (34,276.03)
- 2274 (3,958.00)
- 2275 (15,725.92)
- 2278 (1,584.17)
- 2279 (1,268.28)

Total Amendment (377,964.54)


 _____)
 _____)
 _____)

Budget
Commission

Resolution

Number 21-1703

Adopted Date December 07, 2021

APPROVE APPROPRIATION DECREASES WITHIN HUMAN SERVICES FUND 2203

BE IT RESOLVED, to approve the following appropriation decreases:


\$20,000.00	from	22035310-5102	(Regular Salaries)
\$14,000.00	from	22035310-5114	(Overtime)
\$20,000.00	from	22035310-5400	(Purchased Services)
\$1,700.00	from	22035310-5460	(Insurance)
\$10,000.00	from	22035310-5830	(Worker's Comp)
\$5,000.00	from	22035310-5840	(Unemployment)
\$5,000.00	from	22035310-5850	(Training/Education)
\$13,000.00	from	22035310-5881	(Sick Leave Payout)
\$10,000.00	from	22035310-5882	(Vacation Payout)
\$10,000.00	from	22035310-5910	(Other Expense)

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Decrease file
Human Services (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1704

Adopted Date December 07, 2021

APPROVE APPROPRIATION DECREASE FROM JUVENILE RECLAIM GRANT FUND
#2247

BE IT RESOLVED, to approve the following appropriation decrease within Juvenile Reclaim
Grant Fund# 2247:

\$ 102,000.00 from 22471242-5400 (Purchased Services)

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 21-1705

Adopted Date December 07, 2021

APPROVE APPROPRIATION DECREASES IN COAP GRANT FUND #2251

WHEREAS, in order to finalize the fund, appropriation decreases are necessary for amounts not spent; and

WHEREAS, the appropriation for Fund #2251 must be reduced in the amounts below; and

BE IT RESOLVED, it is necessary to approve the following appropriation decreases:

\$ 295.00	from #22511111-5102	(Regular Salaries)
\$ 1,609.01	from #22511111-5210	(Material & Supplies)
\$ 2,000.00	from #22511111-5317	(Non-Capital Purchases)
\$ 10,137.22	from #22511111-5400	(Purchased Services)
\$140,000.00	from #22511111-5410	(Contracts BOCC Approved)
\$ 309.50	from #22511111-5811	(PERS)
\$ 1,000.00	from #22511111-5850	(Training & Education)
\$ 30.32	from #22511111-5871	(Medicare)
\$ 2,000.00	from #22511111-5910	(Other Expense)
\$ 200.00	from #22511111-5911	(Non-Taxable Meal Fringe)
\$ 5,000.00	from #22511111-5940	(Travel)

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor _____
Appropriation Decrease file
OGA (file)

Resolution

Number 21-1706

Adopted Date December 07, 2021

APPROVE APPROPRIATION DECREASE IN PASS THROUGH GRANT FUND #2261

WHEREAS, in order to finalize the fund, appropriation decreases are necessary for amounts not spent; and

WHEREAS, the appropriation for Fund #2261 must be reduced in the amount below; and

BE IT RESOLVED, it is necessary to approve the following appropriation decrease:

30,062.43 from #22612000-5712 (Drug Task Force)

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor
Appropriation Decrease file
OGA (file)

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

Resolution

Number 21-1707

Adopted Date December 07, 2021

APPROVE APPROPRIATION DECREASE WITHIN SHERIFF'S OFFICE FUND #2267

BE IT RESOLVED, to approve the following appropriation decrease within Warren County Sheriff's Office Fund #2267:

\$15,000.00 from 22672200-5320 (Capital Purchases)

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Decrease file
Sheriff (file)

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

Resolution

Number 21-1708

Adopted Date December 07, 2021

APPROVE APPROPRIATION DECREASES FOR WARREN COUNTY COMMON PLEAS
COURT COMMUNITY BASED CORRECTIONS DONATION #2288

BE IT RESOLVED, to approve the following appropriation decreases:


\$ 904.08	from	22881226-5210	(Materials & Supplies)
\$ 3,606.20	from	22881226-5400	(Purchased Services)
\$ 1,500.00	from	22881226-5850	(Training & Education)
\$ 1,454.48	from	22881226-5910	(Other Expenses)
\$ 770.30	from	22881226-5911	(Non Taxable Meal Fringe)

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Decrease filed
Common Pleas (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1709

Adopted Date December 07, 2021

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

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

\$307.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012210-5882	(WCSO - Corrections - Vacation Leave Payout)

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1710

Adopted Date December 07, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#1011240

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court
fund #11011240:

\$ 1,000.00	from	11011240-5415	(Juv Ct Attorney-Indigent)
	into	11011240-5910	(Juv Ct Other Expense)

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1711

Adopted Date December 07, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN PROBATE COURT FUND
#1011250

BE IT RESOLVED, to approve the following appropriation adjustment within Probate Court
fund #11011250:

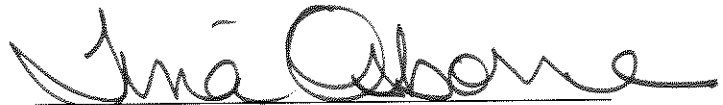
\$500.00	from	11011250-5830	(Probate – Workers Compensation)
	into	11011250-5871	(Probate – Medicare)

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile/Probate (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1712

Adopted Date December 07, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustment:

\$3500.00	from	#11012100-5210	(Coroner –Materials & Supplies)
	into	#11012100-5400	(Coroner –Purchased Services)

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Coroner (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1713

Adopted Date December 07, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustment:

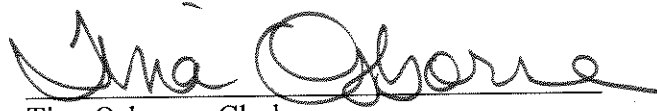
\$800.00	from	#11012100-5850	(Coroner –Training/Education)
	into	#11012100-5400	(Coroner –Purchased Services)

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adjustment file
Coroner (file)

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

Resolution

Number 21-1714

Adopted Date December 07, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustment:

\$50.00	from	#11012100-5850	(Coroner –Training/Education)
	into	#11012100-5811	(Coroner –PERS)

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Coroner (file)

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

Resolution

Number 21-1715

Adopted Date December 07, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustment:

\$150.00	from	#11012100-5850	(Coroner –Training/Education)
	into	#11012100-5102	(Coroner –Regular Salaries)

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Coroner (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1716

Adopted Date December 07, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustment:


\$2,600.00 from #11012100-5910 (Coroner –Other Expense)
 into #11012100-5400 (Coroner –Purchased Services)

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Coroner (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1717

Adopted Date December 07, 2021

APPROVE APPROPRIATION ADJUSTMENTS WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #11012810 AND #11012812

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 14,000.00	from	#11012810-5210	(Mat. & Supplies)
\$ 7,195.05	from	#11012810-5317	(Non-Capital Purchases)
\$ 55,326.85	from	#11012810-5430	(Utilities)
\$ 7,004.00	from	#11012810-5850	(Training/Education)
\$ 83,525.90	into	#11012810-5320	(Capital Purchases)
\$ 3,236.80	from	#11012812-5371	(Software DB Approv.)
	into	#11012812-5114	(Overtime)
\$ 14,000.00	from	#11012810-5102	(Regular Salaries)
\$ 7,000.00	into	#11012812-5102	(Regular Salaries)
\$ 7,000.00	into	#11012810-5400	(Purchased Services)

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adj. file
Telecom (file)

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

Resolution

Number 21-1718

Adopted Date December 07, 2021

**APPROVE APPROPRIATION ADJUSTMENTS WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #4492**

BE IT RESOLVED, to approve the following appropriation adjustments:


\$14,479.16	from	#44923822-5317	(Non-Capital Purchase)
\$ 5,485.00	from	#44923823-5400	(Purchased Services)
\$46,651.39	from	#44923814-5320	(Capital Purchases)
\$66,615.55	into	#44923823-5320	(Capital Purchases)

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adj. file
Telecom (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1719

Adopted Date December 07, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS SPECIAL
PROJECTS FUND #2224

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 500.00	from	#22241220-5330	(Capital Purchase)
	into	#22241220-5910	(Other Expense)

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1720

Adopted Date December 07, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT
FUND #4467

BE IT RESOLVED, to approve the following appropriation adjustment:


\$12,000.00 from #44673718-5317 (Facilities – Non-Capital Purchases)
into #44673717-5317 (Facilities – Non-Capital Purchases)

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Facilities Management (file)

Resolution

Number 21-1721

Adopted Date December 07, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
#5510

WHEREAS, the Water and Sewer Department incurs costs pertaining to the procurement of equipment meeting the criteria for capital expenditures; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:

\$40,000.00	from	55103200-5998	(Reserve/Contingency)
	into	55103200-5320	(Capital Purchases)

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


Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1722

Adopted Date December 07, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND #5510

WHEREAS, the Water and Sewer Department incurs vacation leave payout due to the retirement of employees; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:


\$8,000.00 from 55103200-5998 (Reserve/Contingency)
 into 55103200-5882 (Vacation Leave Payout)

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

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

Resolution

Number 21-1723

Adopted Date December 07, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
#5510

WHEREAS, the Water and Sewer Department incurs costs for asphalt and concrete restoration services due to water main breaks; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:

\$35,000.00	from	55103209 - 5400	(Purchased Services)
	into	55103200 - 5400	(Purchased Services)

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

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

Resolution

Number 21-1724

Adopted Date December 07, 2021

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND #6630

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

\$5,200.00 from 66302258-5820 (Health & Life Insurance)
 into 66302258-5114 (Overtime Pay)

\$2,000.00 from 66302259-5114 (Overtime Pay)
 into 66302259-5820 (Health & Life Insurance)

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 21-1725

Adopted Date December 07, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
FAC	PRODIGY BUILDING SOLUTIONS LLC	FAC LIGHTING UPGRADE 210 MAIN	\$ 30,820.73
WAT	INSIGHT PIPE CONTRACTING LLC	SEW WAYNESVILLE COLLECTION SYS	\$ 278,888.98
ENG	WILLIAM E SMITH	ENG. MIDDLEBORO RD BRIDGE REPL	\$ 186,597.00
TEL	SECURE CYBER DEFENSE LLC	TEL RENEWAL SECURE CYBER DEFEN	\$ 24,000.00
JUV	HENSCHEN AND ASSOCIATES INC	JUV PROBATE HENSCHEN MAINTENAN	\$ 5,000.00

PO CHANGE ORDERS

SHE	TALBERT HOUSE	JAIL BOUNDARY SPANNER	\$ 5,000.00 DECREASE
ENG	EAGLE BRIDGE CO	EDWARDSVILLE RD BRIDGE REHAB	\$ 426,369.55 DECREASE

12/7/2021 APPROVED:



Tiffany Zindel

Resolution

Number 21-1726

Adopted Date December 07, 2021

AUTHORIZE RECEIPT ADJUSTMENT OF AMERICAN RECOVERY ACT FUNDS INTO WATER PROJECT FUND #5583

WHEREAS, Warren County is in receipt of American Recovery Act Funds; and

WHEREAS, a framework of projects was presented to the Board of Commissioners for utilizing the American Recover Act Funds received; and

WHEREAS, a project identified was the current water softening project; and

WHEREAS, per the guidance of the US Treasury and the Warren County Auditor's Office the appropriate way to provide the American Recovery Act funds to the project is via a receipt adjustment; and

NOW THEREFORE BE IT RESOLVED, to approve the following receipt adjustment of American Recovery Act Funds to the Warren County Project Fund #5583, in order to provide revenue toward the water softening project:

\$6,400,000 from 2211 42900 American Recovery Act Fund
into 5583 42900 and Project String F 55833208-AAREVENUE-ARPA-RAR

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: Auditor
Water/Sewer (file)

Adjustment of Receipt

To: Warren County Auditor

Please complete the following adjustment from the below receipt accounts.

Date: 12/03/2021

Department Code: BOC

Short Description: DEC-2021 (i.e. Current month - yr)

Journal Reference: AR

Journal Type: A

Receipt Number: 77039

to be entered in REF #2

Receipt Date: 06/14/2021

Due to/Due From: 1000

	<u>Org</u>	<u>Project Type</u>	<u>Project String Acct</u>	<u>Obj</u>	<u>Accrual PY/CY</u>	<u>Amount</u>
Debit from receipt account:	2211		- - -	42900	CY	6,400,000.00
Credit into receipt account:	5583	F	55833208 - AAREVENUE - ARPA - RAR	42900	CY	6,400,000.00

Line Description: ARPA FUNDS TO SEWER FOR PROJEC JOURNAL: _____

Authorized Signature: 

Resolution

Number 21-1727

Adopted Date December 07, 2021

REMOVE PROBATIONARY EMPLOYEE FROM EMPLOYMENT WITHIN THE EMERGENCY SERVICES DEPARTMENT

WHEREAS, Sean Vester began employment with the Warren County Emergency Services on May 25, 2021, subject to a 365-day probationary period; and

WHEREAS, Section 6.1 of the Warren County Dispatch Association Contract states that an employee serving an initial probationary period may be terminated at any time; and

WHEREAS, the Emergency Services Director, has recommended said employee be terminated for failing to meet the standards of the Emergency Communications Operator position; and

NOW THEREFORE BE IT RESOLVED, to remove Sean Vester from employment within the Emergency Services Department for failing to meet the standards of his position, effective December 6, 2021.

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1728

Adopted Date December 07, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN VETERANS FUND 11015210

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 1,200.00 from #11015210-5114 (Veterans - Overtime)
into #11015210-5871 (Veterans - Admin Medicare)

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adj. file
Veterans (file)

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

Resolution

Number 21-1729

Adopted Date December 07, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5,000.00 from #22735100-5820 (Health & Life Insurance)
 into #22735160-5910 (Other Expense)

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1730

Adopted Date December 07, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO LODGING TAX FUND #2231

BE IT RESOLVED, to approve the following supplemental appropriation for the Lodging 1% Tax for remittance to Convention Bureau:

\$ 11,000.00 into #22310999-5750 (Lodging 1% – Addl 1% Lodging Tax Pass Thru)

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
OMB (file)

Resolution

Number 21-1731

Adopted Date December 7, 2021

CONTINUE PUBLIC HEARING FOR REZONING APPLICATION OF JAMES THOMAS (CASE #2021-05), TO REZONE APPROXIMATELY 42.082 ACRES FROM I-1 LIGHT INDUSTRIAL MANUFACTURING TO R1B SINGLE FAMILY RESIDENTIAL WITH A PLANNED UNIT DEVELOPMENT OVERLAY IN FRANKLIN TOWNSHIP

BE IT RESOLVED, to continue the rezoning application James Thomas, owner of record (Case #2021-05), to rezone approximately 42.082 acres (parcel #04191270050 and 04191760020) located at 7878 Sharts Road in Franklin Township from I-1 Light Industrial Manufacturing to R1B Single Family Residential (1-acre density) with a Planned Unit Development overlay; said public hearing to be continued to December 14, 2021, at 9:30 a.m. in the County Commissioners Meeting Room.

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

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

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

RPC
RZC
Rezoning file
Applicant
Township Trustees

Resolution

Number 21-1732

Adopted Date December 07, 2021

APPROVE GREENTREE MEADOWS PUD STAGE 2 IN TURTLECREEK TOWNSHIP
SUBJECT TO CONDITIONS

WHEREAS, this Board met this 7th day of December 2021, in the Commissioners' Meeting Room to consider the Greentree Meadows PUD Stage 2 in Turtlecreek Township; and

WHEREAS, this Board has considered the recommendation from the Regional Planning Commission and all those present to speak in favor of or in opposition to said revision; and

NOW THEREFORE BE IT RESOLVED, to approve the Greentree Meadows PUD Stage 2 subject to the following conditions:

1. All plans and proposals from the applicant shall be made conditions of approval, unless modified by one of the following conditions.
2. Compliance with the Warren County Subdivision Regulations, the Warren County Rural Zoning Code and the PUD Stage 1 BOCC conditions of approval (Resolution#: 21-1001).
3. Prior to Final Plat approval, the applicant receives approval for the extension of the sewer system from the Butler County Board of Commissioners.
4. Compliance with the Warren County Water and Sewer Department requirements including but not limited to the following:
 - a) The water network shall include a 12-inch waterline extending from Greentree Road to the Haven Road stub street at the northern property line and to the Liam Road stub street to the west.
 - b) Customers will be required to install pressure reducing valves.
 - c) New homes equipped with residential irrigation systems shall install Reduced Pressure Principal Backflow Prevention Assemblies that conform to ASSE 1013.
5. Compliance with the Warren County Soil & Water requirements for the stormwater control. An earth disturbing permit will be required from Warren County SWCD before construction can commence.
6. Prior to building residences, property owners should contact the Warren County Health District's Plumbing Division to obtain any necessary permits.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RPC (file)
Administrative Hearing file
Applicant