

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

Resolution

Number 22-0320

Adopted Date March 08, 2022

ACCEPT RESIGNATION OF KENDRA HALL, CASE AIDE, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE MARCH 11, 2022

BE IT RESOLVED, to accept the resignation of Kenda Hall, Case Aide, within the Warren County Department of Job and Family Services, Children Services Division, effective March 11, 2022.

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 22-0321

Adopted Date March 08, 2022

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

WHEREAS, there exists one opening for a "Case Aide" position within the Department of Job and Family Services, Children Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Case Aide" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning February 28, 2022.

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0322

Adopted Date March 08, 2022

ACCEPT RESIGNATION OF KENNETH COLE, WAREHOUSE UTILITY WORKER,
WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE
FEBRUARY 28, 2022

BE IT RESOLVED, to accept the resignation of Kenneth Cole, Warehouse Utility Worker, within
the Warren County Water and Sewer Department, effective February 28, 2022.

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
K. Cole's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 22-0323

Adopted Date March 08, 2022

AUTHORIZE THE POSTING OF THE "WAREHOUSE UTILITY WORKER" POSITION, WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists an opening for a "Warehouse Utility Worker" position within the Water and Sewer Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Warehouse Utility Worker" 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 March 4, 2022.

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Water/Sewer (file)
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0324

Adopted Date March 08, 2022

ACCEPT RESIGNATION OF KASSIDY VERNON, FISCAL ASSISTANT, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE MARCH 18, 2022


BE IT RESOLVED, to accept the resignation, of Kassidy Vernon, Fiscal Assistant, within the Warren County Water and Sewer Department, effective March 18, 2022.

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water and Sewer (file)
K. Vernon's Personnel File
OMB – Sue Spencer
Tammy Whitaker

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0325

Adopted Date March 08, 2022

AUTHORIZE THE POSTING OF THE "FISCAL ASSISTANT" POSITION, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for the "Fiscal Assistant" position within the Water and Sewer Department; and

BEFORE BE IT RESOLVED, to authorize the posting of "Fiscal Assistant" position 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 March 4, 2022.

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
OMB – Sue Spencer

Resolution

Number 22-0326

Adopted Date March 08, 2022

APPROVE PERMANENT EMPLOYMENT FOR ALEXANDER STERN AS ELIGIBILITY REFERRAL SPECIALIST II WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, pursuant to resolution 21-0422 approved on March 30, 2021, Mr. Stern was hired as a temporary Emergency Rental Assistance Caseworker effective April 12, 2021; and

WHEREAS, the Director of Human Services desires to permanently employ Mr. Stern as an Eligibility Referral Specialist II to replace a vacancy; and

NOW THEREFORE BE IT RESOLVED, to approve the permanent employment for Alexander Stern as an Eligibility Referral Specialist II, classified, full time (40 hours per week), \$16.55 per hour, permanent status, effective pay period beginning March 26, 2022, subject to a six-month probationary period: and

BE IT FURTHER RESOLVED, Mr. Stern's wage reflects the additional three (3) percent increase as he has been a temporary employee for nearly a year.

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Human Services (file)
A. Stern's Personnel file
OMB – Sue Spencer
OMB – Tammy Whitaker

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0327

Adopted Date March 08, 2022

APPROVE PROMOTION OF KATHLEEN PENA FROM ELIGIBILITY REFERRAL SPECIALIST I TO ELIGIBILITY REFERRAL SPECIALIST II WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, the Director of Human Service and management staff have interviewed Ms. Pena and desire to promote her to said position; and

NOW THEREFORE BE IT RESOLVED, to promote Kathleen Pena to the position of Eligibility Referral Specialist II, non-exempt, pay range #6, \$16.55 hour, under the Warren County Job and Family Services, Human Services Compensation Schedule, effective pay period beginning March 26, 2022.

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
K. Pena's Personnel file
OMB – Sue Spencer

Resolution

Number 22-0328

Adopted Date March 08, 2022

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

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

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Eligibility Referral Specialist I" 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 March 2, 2022.

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Human Services (file)
OMB-Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0329

Adopted Date March 08, 2022

HIRE THOMAS KRAMER AS COMMUNICATIONS SYSTEMS ANALYST I, WITHIN THE TELECOMMUNICATIONS DEPARTMENT

BE IT RESOLVED, to hire Thomas Kramer as Communications Systems Analyst I within the Warren County Telecommunications Department, classified, full-time permanent, non-exempt status (40 hours per week), pay grade #18, \$27.24 per hour, effective March 28, 2022, subject to a negative drug screen, background check and a 365-day probationary period, and


BE IT FURTHER RESOLVED, Mr. Kramer will not be eligible for the typical three (3) percent increase at the completion of probation as this wage reflects his experience.

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR

cc: Telecom (file)
T. Kramer's Personnel file
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0330

Adopted Date March 08, 2022

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
MARCH 10, 2022

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
March 10, 2022.

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor ✓
Commissioners' file
Press ✓

Resolution

Number 22-0331

Adopted Date March 08, 2022

APPROVE NOTICE OF INTENT TO AWARD BID TO SECURE CYBER DEFENSE FOR THE PURCHASE OF TWO FORTINET FORTIGATE 601E FIREWALLS

WHEREAS, bids were closed at 9:00 a.m., on March 1, 2022, and the bids received were opened and read aloud for the purchase of Two Fortinet Fortigate 601E Firewalls, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Dustin Flint Infrastructure Systems Manager of Warren County Telecommunications, Secure Cyber Defense has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Telecommunications Infrastructure Manager, that it is the intent of this Board to award the contract to Secure Cyber Defense, 1390 Vanguard Blvd. Miamisburg, OH 45342, for a total bid price of \$72,590.00 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. Grossmann. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)
OMB Bid file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0332

Adopted Date March 08, 2022

ADVERTISE FOR ELECTRONIC SEALED BIDS FOR THE PURCHASE OF 27,300 TONS OF BULK ICE CONTROL SALT

BE IT RESOLVED, to advertise for Electronic Sealed bids for the purchase of 27,300 Tons of Bulk Ice Control Salt; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Website, beginning the week of March 13, 2022; sealed bid package due to the County by 2:00 p.m., March 25, 2022; electronic sealed bids to begin April 6, 2022 @ 10:00 a.m.

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KP\

cc: Engineer (file)
OMB Bid file

Resolution

Number 22-0333

Adopted Date March 08, 2022

ACKNOWLEDGE STANDARD TERMS OF ENGAGEMENT MEMORANDUM BY GRAYDON HEAD & RITCHEY LLP FOR PROFESSIONAL SERVICES RELATIVE TO THE WORKERS' COMPENSATION PROGRAM AND AUTHORIZE SIGNATURE OF EMPLOYER AUTHORIZED REPRESENTATIVE FORM R-1

WHEREAS, from time-to-time legal representation is needed to manage workers' compensation claims that go before the Ohio Industrial Commission; and

WHEREAS, this Board wishes to engage the services of Graydon Head & Ritchey LLP for such services; and

NOW THEREFORE BE IT RESOLVED, to acknowledge the Standard Terms of Engagement Memorandum by Graydon Head & Ritchey LLP for professional services relative to the Workers' Compensation program and authorize signature of the Employer Authorized Representative Form R-1 attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—Graydon Head & Ritchey
OMB/ Workers' Compensation File
Tammy Whitaker, OMB

Standard Terms of Engagement Memorandum



The Graydon/Client Relationship

Graydon Head & Ritchey LLP ("Graydon") is committed to establishing and maintaining strong client relationships. This Memorandum describes the general scope of our legal services, our fees and billing practices, and governs all aspects of our legal representation, unless otherwise agreed in writing. The specific legal services that we will provide to you (the "Scope of Work") are described in the Engagement Letter accompanying this Memorandum. Graydon's representation is limited to the Scope of Work described in that letter and does not extend to representation of you or your interests in any other matter. However, the terms of this Memorandum will apply to any additional services added to the original Scope of Work, and to future engagements. If you have questions, we invite you to discuss them with your Client Manager.

It is our policy that the person or entity that we represent is identified in our Engagement Letter and does not include any affiliates of such person or entity. For example:

- If you are an individual, Graydon does not represent any family member, friend, business associate, executor, or administrator.
- If you are a corporation, limited liability company or partnership, Graydon does not represent any parents, subsidiaries, employees, officers, directors, managers, shareholders, members or partners of the business entity, or commonly owned business entities.
- If you are a trade association, Graydon does not represent any members of the trade association.

For conflict of interest purposes, you agree that we can represent another client with interests adverse to any such affiliate without obtaining your consent.

Professional Services

In order to represent you within the Scope of Work, we assume you will, and you agree to, provide us with all the information necessary to understand your legal needs, whether or not we specifically request it.

In addition, you agree to be candid and cooperative with us and to keep us informed with complete and factual information, documents, and other communications relevant to the Scope of Work, or otherwise reasonably requested by us. Because we must be able to contact you, you agree to ensure that we have your up-to-date name, address, phone number, email address, contact person, state of organization, and other relevant contact information for you or your business. When we need to consult or obtain your authorization, we will contact you using the latest information in our records.

Also, because all legal communications between us are confidential and must be properly maintained and filed, we discourage instant messaging. All instructions, authorizations, and substantive communications regarding our legal services should be communicated by letter, telephone, or from your official email.

Any views we may express about a potential outcome of our representation are simply reflections of our best professional judgment at the time. Our views are limited by our knowledge of the facts and based on the state of the law and our interpretation of the law at the time our views are expressed. Our views are not a guarantee of a result, and we cannot guarantee specific results in any legal matter.

The Firm's attorneys often write informational newsletters, blogs, and social media posts. These items are not legal advice, but are intended to alert clients and the general public about issues for which they might want to seek legal advice. Whether one of these social media type publications touches on a topic within your Scope of Work or not, none are intended as legal advice, and you agree not to treat them as such.

Insurance Coverage

You agree to review your insurance coverage and advise us if you believe you have insurance that might cover the Scope of Work. We will review, at your request, your insurance policies to investigate whether you have applicable coverage.

Staffing of Projects

When you engage Graydon, you engage the entire law firm. Unless otherwise agreed, the attorney with whom you initiated your relationship with Graydon will, as your Client Manager ("CM"), be your primary contact with the Firm. While you may request that specific attorneys handle various matters for you, circumstances often arise where, in order to provide proper representation, other Graydon attorneys and paralegals are necessary. We strive to assign lawyers and staff to matters based upon experience, expertise, the nature and scope of the work, and the time constraints imposed.

Fees for Professional Services

We customarily charge an hourly fee for legal services, which currently range from \$250 to \$675, depending on the attorney's level of experience and expertise. Our current paralegal rates range from \$190 to \$285 per hour. Our guideline billing rates are periodically subject to change without notice.

Factors beyond the number of hours may also be considered when determining the fee for a particular project, including the degree of complexity, the value of the results obtained, the time limitations imposed, and the extent to which extraordinary efforts are required. We will discuss any such factors to be included in the determination of our fee. In addition, we are willing to discuss alternative billing or fee arrangements in advance of performance. Alternative arrangements are effective only when agreed to in writing by both of us.

Because of the potential for unpredictable and unforeseen circumstances, we normally cannot quote a precise fee total for the Scope of Work. At your request, we will endeavor to estimate the amount of the total fee where the nature of the project allows us to do so. Any estimate is with the clear understanding that it is not a maximum or a fixed-fee quotation, and you understand that the cost is frequently more or less than the estimated amount.

Disbursements and Third Party Services

In addition to our hourly fees for professional services, you will also be charged directly for any significant miscellaneous services and cash disbursements incurred on your behalf. These services and expenses include items such as document reproduction, charges for the management and storage of electronic data related to your matter, extraordinary postage, certain staff overtime, on-line research services, and necessary travel expenses (including transportation, lodging, meals, and other related expenses).

At times, we may be required to make commitments to pay third-parties on your behalf. Depending on the circumstances, you may be asked to advance funds to reimburse us for payments made or to be made by us on your behalf, or to pay the third-party directly. These disbursements include items such as regulatory filing fees, special messengers, express deliveries, outside document management and copying services, service of process and court fees, stenographer and videographer fees, expert witness fees, and local or special counsel fees. All such expenses are your responsibility.

Invoices and Payments

Our invoices describe our activity and the amount of charges incurred and we typically send them on a monthly basis. If charges incurred in any month are nominal, however, billing may be deferred until the next month. We offer a variety of invoice formats to summarize the services performed, the fees, and related disbursements in a manner that you prefer.

Our invoices are payable upon receipt. We include a carrying charge of 1.5% per month on outstanding balances for invoices remaining unpaid past 30 days from the invoice date. If our invoices are not timely paid, the attorneys involved will only be permitted to continue working on your behalf with the permission of the Chair of the Firm's Executive Committee. If the delinquency continues and satisfactory payment arrangements are not made, we will, subject to any necessary tribunal approval, withdraw from the representation and may pursue collection of your account. We will, upon request, accept payment by credit card. In the event of any collection action, you agree to pay the costs incurred to collect the balance; including court costs, filing fees, and reasonable attorney's fees.

If you have questions or preferences regarding your invoices or the billing process in general, please contact Joy Murphy, our Accounting Manager, at 513-629-2869. Joy will be happy to work with you to meet your needs.

Retainer Policy

We may ask you, either at the outset of a matter or later, for a retainer deposit, against which our fees and disbursements will be applied. Such a retainer deposit will be held in Graydon's trust account and applied toward your unpaid invoices at the conclusion of the Scope of Work, unless otherwise agreed. You agree that we may, in our discretion, apply some or all of the retainer deposit toward any unpaid invoices, in which case we may ask you to replenish and/or increase the retainer deposit balance. At the conclusion of our legal representation, or when the deposit is unnecessary or appropriately applied to an unpaid balance, any amount in Graydon's trust account will be returned to you.

Professional Responsibility and Conflicts of Interest

All attorneys are required to abide by the applicable Rules of Professional Conduct ("RPC"). Within the RPC are rules relating to actual or potential conflicts of interest. At the outset of our representation of you, and for each subsequent engagement, we undertake to identify potential and actual conflicts between your interests and those of others whom we currently represent or have previously represented, based upon the facts as we know them at the time of each engagement. It is always possible that during the course of our relationship, new facts arise which, under the RPC, could require us to withdraw from further representation of you, or seek specific consent from you and another current or former client in order to continue representing you. If a conflict situation arises, we will take appropriate steps to resolve the conflict or other problems, if possible. If you perceive an actual or potential conflict, please promptly contact your CM.

Advance Consent to Conflicts

Graydon represents many other businesses and individuals. It is possible that during the time we are representing you, we may also represent other clients in matters unrelated to this representation, where your respective interests are adverse. For example:

- If you have a lending relationship with a Graydon client, we may represent the other party in an unrelated matter in which your interests are adverse, including an unrelated matter arising out of that lending relationship.
- If you have an employment relationship with a Graydon client, we may represent the other party in an unrelated matter where your interests are adverse, including an unrelated matter arising out of that employment relationship.
- If you have a business relationship with a Graydon client, we may represent the other party in an unrelated matter where your interests are adverse, including an unrelated matter arising out of that business relationship.

You agree that our representation of you, as described in the Scope of Work, will not disqualify our Firm from representing other clients in matters, including litigation, that are unrelated to the Scope of Work. You consent to waive any conflict of interest related to those representations. Graydon agrees, per the governing RPC, not to divulge any confidential or nonpublic information about you that we acquire as a result of our Scope of Work, or to use any such information to your material disadvantage in connection with any matter in which we represent a party adverse to you.

Internal Consultation with Counsel to the Firm or Risk Management Counsel

From time to time, lawyers or others in the Firm will consult with either or both of the Graydon lawyers designated as Counsel to the Firm and Risk Management Counsel ("Risk Counsel") on ethical and other professional-conduct issues, including issues involving potential claims against the Firm that arise in connection with the Firm's representation of a client. As a condition of Graydon's representation, you agree that lawyers and others in the Firm may consult with Risk Counsel regarding the Firm's representation of you, even if the consultation involves a dispute or potential dispute between you and the Firm. You also agree that all Risk Counsel consultations are protected from disclosure, including disclosure to you, by the attorney-client privilege to the extent permitted by law.

Litigation Matters – Litigation Holds

If our representation involves litigation, the threat of litigation, or a regulatory or other process that may require us to produce information to another party, whether or not that party is adverse, applicable laws and rules likely require us to preserve information. Any failure to do so may result in severe financial and procedural consequences. These are generally called "Litigation

Holds." The obligation is to preserve both hard-copy and electronically stored information (ESI), and it applies to information that exists at the time of the engagement as well as that which is created later. If we agree to represent you in such a matter, then you agree that you understand your duty to preserve all information, including ESI, relating to the Scope of Work, regardless of where it is located or what form it is in, until otherwise notified. That means all records, communications, and data. For example, memoranda, letters, spreadsheets, databases in your possession or under your control, calendars, cellular and land-line phone data and logs, electronic storage devices, computer drives, emails (including attachments), voice mail, instant messages, audio, video, CD's, charts, handwritten notes, drafts, files, backups, and other materials. This applies to your entire organization and will almost certainly require IT assistance to preserve, or "hold," the information properly. You acknowledge that you understand Litigation Hold duties.

Resolving Disagreements

We hope that no disagreements ever arise concerning any aspect of our professional relationship. If there is a dispute concerning our fees, services, or relationship, however, such issues are usually resolved quickly and amicably between you and your CM. We encourage prompt conversations to resolve any disagreement. If the issue is not resolved satisfactorily, we urge you to discuss your concerns with the Chair of the Firm's Executive Committee, J. Michael Debbeler. Mike's direct-dial phone number is 513-629-2704.

Ending the Attorney-Client Relationship

You may terminate our services and representation at any time upon written notice to us. The termination of Graydon as your counsel, however, does not relieve you of the obligation to pay for services already provided, including work in progress and remaining incomplete at the time of termination. You also agree to pay for all expenses incurred on your behalf through the date of termination and as a result of termination.

Similarly, we reserve the right to withdraw from our representation, as required or permitted by the applicable RPC, upon written notice to you. In the event that we terminate the engagement, we will take all necessary and reasonable steps to protect your interests within the Scope of Work, and you agree to take all necessary steps to free us from continued performance obligations. This may include the execution of required withdrawal documents. We will be entitled to be paid for all services rendered and costs and expenses incurred on your behalf through the date of withdrawal. If permission for withdrawal is required by a court, alternative dispute resolution panel, or other tribunal, then you agree not to oppose our prompt request for permission. You are also solely responsible for engaging new counsel, should you wish to do so.

Unless previously terminated, our representation of you as described in the Scope of Work will terminate upon the earlier of a written indication of termination or completion, or our sending you a final statement for services rendered in the matter.

Following termination of our services and at your request within 5 years, your papers and property will be returned to you. Our own files will be retained by the Firm as permitted by the applicable RPC, unless otherwise agreed. The Firm files may include administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal attorneys' work product prepared for the internal use of our attorneys. We reserve the right to securely destroy or dispose of the records retained by us within a reasonable time, or 5 years, after the termination of our representation.

After completion of the legal services described in the Scope of Work, changes in the law may occur, and those changes may impact your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice, the Firm will have no continuing obligation to advise you with respect to future legal developments.

Dedication to Service

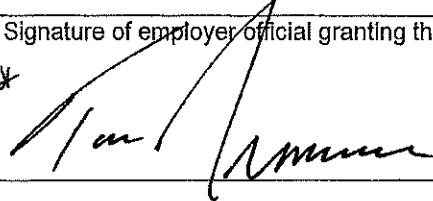
Graydon is dedicated to quality client service. Our goal is to exceed your expectations at all times. We appreciate the trust you have placed in us and look forward to working with you. If you have any questions regarding these Terms of Engagement, please discuss them with your Client Manager.



The employer must complete this form in its entirety and fax it to 1-614-621-3437. The form is available online at www.bwc.ohio.gov.

Claimant information		
Claimant name	Date of injury	Claim number
Employer information		
Employer name Warren County	Employer policy number 20005548-0	
Address 406 Justice Drive		
City Lebanon	State OH	ZIP code 45036
Email address, if available tammy.whitaker@co.warren.oh.us	Phone number	

Representative information		
*Your representative must have a BWC representative identification number prior to being designated as an authorized representative.		
Representative/Firm name Graydon Head & Ritchey LLP		
Representative BWC ID number* 22331691	Phone number 513-755-9500	
Representative street address 7570 Bales Street, Suite 220		
City Liberty Township	State OH	ZIP code 45036
Email address, if available wc_docket@graydon.law		

Authorization	
I hereby authorize the above representative to represent me in the above claim before the Ohio Bureau of Workers' Compensation and the Industrial Commission of Ohio. This authorization also entitles this representative to automatically receive correspondence generated in the above claim file.	
Signature of employer official granting this authorization 	Printed name Tom Grossmann
	Date of authorization 3/8/22

Resolution

Number 22-0334

Adopted Date March 08, 2022

APPROVE AND AUTHORIZE THE BOARD OF COMMISSIONERS TO SIGN IV-D SERVICE CONTRACT BETWEEN THE WARREN COUNTY JUVENILE DIVISION/ PROBATE COURT AND THE WARREN COUNTY CHILD SUPPORT ENFORCEMENT AGENCY

BE IT RESOLVED, to approve and authorize the Board of Commissioners to sign IV-D Service contract between the Warren County Juvenile Division/Probate Court and the Warren County Child Support Enforcement Agency; as attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Juvenile Division/Probate Court
c/a – CSEA
Juvenile Court (file)
CSEA (file)

Warren County CSEA
500 Justice Drive
P O Box 440
Lebanon, Ohio 45036

Ohio Department of Job and Family Services
Office of Child Support
Fiscal Administration, Contract Unit
P.O. Box 183203
Columbus, Ohio 43218-3203

Date: 2/16/22

Ohio Department of Job and Family Services
IV-D CONTRACT COVER LETTER

The IV-D Contract is between the Warren County Child Support Enforcement Agency (CSEA) and the:

- Clerk of Court
- County Prosecutor
- Court of Common Pleas, Juvenile Division
- Court of Common Pleas, Domestic Relations Division
- Sheriff
- Other Legal Services Provider
- Other: <describe the IV-D contract>

This IV-D Contract is for the following services:

- Clerk of Court filing services
- Legal Services
- Magistrate Services
- Service of Process
- Security
- Other: <describe the IV-D contract>

The unit rate is \$49.24 per hour (from paragraph 4A of the JFS 07018).

The IV-D Contract effective dates are: 1/1/2022 to 12/31/2022. The IV-D Contract Amendment, if applicable, effective dates are: <beginning date> to <ending date>.

A copy of the following forms are being submitted to the Office of Child Support (OCS) in accordance with Ohio Administrative Code (OAC) rule 5101:12-1-80.2 (please check the type of IV-D contract that applies and check each form that you have attached):

<input checked="" type="checkbox"/> IV-D Contract with Governmental Entity
<input checked="" type="checkbox"/> JFS 01772 "IV-D Contract Cover Letter"
<input checked="" type="checkbox"/> JFS 07018 "IV-D Contract" and attached document that describes the performance standards
<input checked="" type="checkbox"/> JFS 07020 "Governmental Contractor IV-D Contract Budget"
<input checked="" type="checkbox"/> Commissioners' resolution or minutes
<input checked="" type="checkbox"/> JFS 07016 "IV-D Contract Security Addendum"
<input checked="" type="checkbox"/> Appropriate summary page of the county cost allocation plan, if applicable
<input type="checkbox"/> Verification from sheriff that the sheriff charges other agencies service of process fees, if applicable and in accordance with OAC rule 5101:12-1-60

<input type="checkbox"/> IV-D Contract Amendment with Governmental Entity
<input type="checkbox"/> JFS 01772 "IV-D Contract Cover Letter"
<input type="checkbox"/> JFS 07037 "IV-D Contract Amendment" and attached document that describes the amended performance standards, if applicable
<input type="checkbox"/> JFS 07020 "Governmental Contractor IV-D Contract Budget"
<input type="checkbox"/> Commissioners' resolution or minutes

<input type="checkbox"/>	IV-D Contract with Private Entity
<input type="checkbox"/>	JFS 01772 "IV-D Contract Cover Letter"
<input type="checkbox"/>	JFS 07018 "IV-D Contract"
<input type="checkbox"/>	JFS 07015 "Certification of Compliance with Competitive Sealed Bid Requirements"
<input type="checkbox"/>	Commissioners' resolution or minutes
<input type="checkbox"/>	JFS 07016 "IV-D Contract Security Addendum"

<input type="checkbox"/>	IV-D Contract Amendment with Private Entity
<input type="checkbox"/>	JFS 01772 "IV-D Contract Cover Letter"
<input type="checkbox"/>	JFS 07037 "IV-D Contract Amendment"
<input type="checkbox"/>	Commissioners' resolution or minutes

The CSEA hereby certifies that:

- All required documents have been reviewed
- All required documents are included
- All mathematical calculations are correct
- This submission is timely
- All required dated signatures have been obtained
- Other: <describe the additional determinations>

Signature 

Printed Name: Thomas Howard
Telephone Number: 513-695-1668

Ohio Department of Job and Family Services
IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Warren County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Warren County Juvenile Court (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from 1/1/2022 through 12/31/2022, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: An hourly rate for Magistrate services to: Conduct hearings; to prepare and review Magistrate reports; and to conduct status review for all eligible IV-D cases; including but not limited to establishment of paternity; establishment of support, enforcement of support and related orders.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative

4. IV-D Contract Costs:

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$49.24 per Unit of Service as determined by:
 - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.

4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$31,365.92

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$10,664.41	Local Sources
FFP Reimbursement	\$20,701.51	
Total IV-D Contract Cost	\$31,365.92	

5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."
7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:00 and 4:30 on the following days Monday - Friday with the exception of the following days: New Years Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve 1/2 Day, Christmas Day. .
8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
 - **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
 - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the

Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
 - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
 - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
 - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
 - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
 - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the

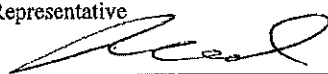
Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

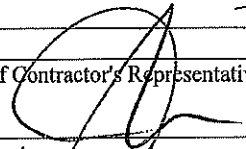
When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

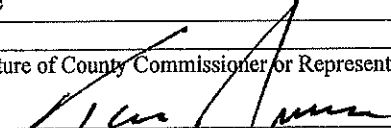
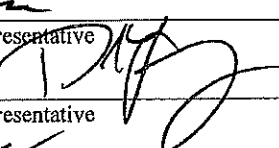
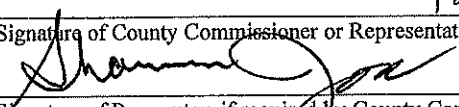
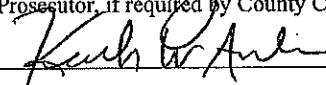
- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

IV-D Contract Signatures:

Signature of CSEA's Representative 	Printed Name of CSEA's Representative Thomas Howard
Date of Signature 3-1-22	

Signature of Contractor's Representative 	Printed Name of Contractor's Representative Joseph W. Kirby, Judge
Date of Signature 2-25-2022	Printed Street Address of Contractor 900 Memorial Drive
Printed Title of Contractor's Representative Judge	Printed City, State, and Zip Code of Contractor Lebanon, Ohio 45036

Signature of County Commissioner or Representative 	Date of Signature 3-8-22
Signature of County Commissioner or Representative 	Date of Signature 3-8-22
Signature of County Commissioner or Representative 	Date of Signature 3-8-22
Signature of Prosecutor, if required by County Commissioners 	Date of Signature 2-24-2022

Prosecuting Attorney
David P. Fornshell



**CHILD SUPPORT
ENFORCEMENT AGENCY**
WARREN COUNTY, OHIO

Director, CSEA
Thomas E.A. Howard

500 Justice Drive • Lebanon, Ohio 45036
Phone: (513) 695-1580
Fax: (513) 695-2969
<http://www.co.warren.oh.us/wcchildsupport>

Performance Standards

- The Magistrate to be available for agreed upon dockets
- The Magistrate to be prepared to adjudicate all child support cases brought before him/her on the specified dockets; cases must be IV-D and litigated issues on IV-D dockets must be limited to IV-D reimbursable child support activities.
- The Magistrate to have the necessary space and materials available for proper adjudication of all child support cases
- Magistrate to expeditiously adjudicate all child support cases

Ohio Department of Job and Family Services
GOVERNMENTAL CONTRACTOR IV-D CONTRACT BUDGET

Summary Sheet		
County:	Warren County	
Governmental Contractor:	Juvenile Court	
Type of IV-D Contract:	Magistrate services	
I. Staff		
		Estimated Amount
	A. Salaries	\$152,130.00
	B. Payroll Related Expenses	\$50,208.69
	Total Staff Costs	\$202,338.69
II. Operations		
	A. Travel and Short Term Training	\$2,000.00
	B. Consumable Supplies	\$0.00
	C. Occupancy Costs	\$0.00
	D. Indirect Costs	\$0.00
	E. Contract and Professional Services	\$500.00
	F. Miscellaneous	\$0.00
	Total Operations Costs	\$2,500.00
III. Equipment		
	A. Equipment Subject to Depreciation	\$0.00
	B. Equipment Purchases	\$0.00
	C. Leased and Rented Equipment	\$0.00
	Total Equipment Costs	\$0.00
	Sub-Total of All Costs	\$204,838.69
IV. MINUS Fees Collected by the Contractor		
	Total Expenses	\$204,838.69

I.B. Payroll Related Expenses

Type	Percentage	Salary	Amount Applied to Budget
OPERS or Social Security	14.00%	\$152,130.00	\$21,298.20
Workers' Compensation/Unemployment Insurance	2.00%	\$152,130.00	\$3,042.60
Retirement Expense/Medicare	1.45%	\$152,130.00	\$2,205.89
Hospitalization Insurance Premium			\$22,810.00
Other Life Insurance			\$252.00
Other HSA			\$600.00
Other			
Other			
Other			
Other			
Other			
Total Payroll Related Expenses			\$50,208.69

Notes:

II.A. Travel and Short Term Training

Type			Amount	Prorate %	Amount Applied to Budget
	Mileage rate	Miles	Total mileage		
Mileage Reimbursement			\$0.00		
Short Term Training			\$2,000.00	100.00%	\$2,000.00
Other					
Other					
Other					
Total Travel and Short Term Training					\$2,000.00

Notes:

To subscribe to the Key Partner Membership, to attend any trainings or conferences such as the OCDA Spring Conference, OCDA Fall Conference or the OCDA Partner Conference

II.B. Consumable Supplies

Type	Amount	Prorate %	Amount Applied to Budget
Office Supplies			
Cleaning Supplies			
Other			
Other			
Other			
Other			
Other			
Total Consumable Supplies			\$0.00

Notes:

II.C. Occupancy Costs

	Amount	Prorate %	Amount Applied to Budget
Rental at <input type="text"/> per square foot: <input type="text"/>	\$0.00	<input type="text"/>	<input type="text"/>
or			
Usage allowance/depreciation at % rate of original acquisition cost by Program Square Footage Percentage (Program Square Footage ÷ Provider Square Footage)			
Maintenance and Repairs	<input type="text"/>		
Utilities (if not included in rent)			
Heat and Light	<input type="text"/>	<input type="text"/>	
Telephone	<input type="text"/>	<input type="text"/>	
Water	<input type="text"/>	<input type="text"/>	
Other: <input type="text"/>	<input type="text"/>	<input type="text"/>	
Other: <input type="text"/>	<input type="text"/>	<input type="text"/>	
Other: <input type="text"/>	<input type="text"/>	<input type="text"/>	
Total Occupancy Costs			\$0.00

Notes:

II.E. Contract & Professional Services

Type	Amount	Prorate %	Amount Applied to Budget
Transcripts	\$500.00	100.00%	\$500.00
Total Contract and Professional Services Costs			\$500.00

Notes:

II.F. Miscellaneous

Description	Amount	Prorate %	Amount Applied to Budget
Total Miscellaneous Costs			\$0.00

Notes:

III.A. Equipment Subject to Depreciation

Equipment to be Depreciated	New or Used	Purchase Date	Quantity	Total Actual Cost per Item	Salvage Value per Item	Total Amount to be Depreciated	Useful Life	Prorate %	Chargeable Amount of Depreciation
Total Equipment Depreciation Charges									\$0.00

Notes:

III.B. Equipment Purchases

Item	Amount	Prorate %	Quantity	Amount Applied to Budget
Total Small Equipment Purchases				\$0.00

Notes:

III.C. Lease and Rental Equipment

Item	Model and Year	Amount	Prorate %	Quantity	Amount Applied to Budget
Total Lease and Rental Equipment					\$0.00

Notes:

BUDGET COMPUTATION WORKSHEET

Is this a IV-D Contract with a court for magistrate services in which a IV-D multiplier was used?

Select 1 or 2 ►

1 - no

2 - yes

1

Carried over from Page 1 ▼

\$204,838.69

Total Expenses

÷

Divided by

4,160

Total Operating Units
Produced by Principal
Staff

=

Equals

\$49.24

Unit Rate

\$49.24

Unit Rate

X

Multiplied by

637

Total Units of Service
Purchased

=

Equals

\$31,365.92

100% Contract Value

Ohio Department of Job and Family Services
IV-D CONTRACT SECURITY ADDENDUM

By signing this form, the contractor agrees to comply with all of the terms and conditions described herein.

I. Internal Revenue Service Information

A. Performance

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) The contractor and the contractor's employees with access to or who use federal tax information (FTI) must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the Agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the Agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems processing, storing, or transmitting Federal tax information must meet ISO STD 15408, called common criteria - functional (Protection Profile) and assurance (EAL). To meet functional and assurance requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance, and documentation. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (8) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (9) The contractor will maintain a list of employees authorized access. Such list will be provided to the Agency and, upon request, to the IRS reviewing office.
- (10) The Agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

<11> <Include any additional safeguards that may be appropriate>

B. Criminal and Civil Sanctions

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure.

These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action.

These penalties are prescribed by IRC section 7213A and 7431 and set forth at 26 CFR 301.6103 (n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or Agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

C. Inspections

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

II. Ohio Department of Taxation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All Ohio Department of Taxation, taxpayer information concerning the residential address and income of taxpayers received by the contractor is needed for the purpose of, and will be used only to the extent necessary in locating obligors, or establishing, enforcing and collecting child support obligations pursuant to Part D, Title IV

of the Social Security Act. None of the information so obtained will be disclosed except for official purposes as described in section 3125.43 of the Revised Code or in compliance with a court order.

III Federal Parent Locator Service Information (FPLS)

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

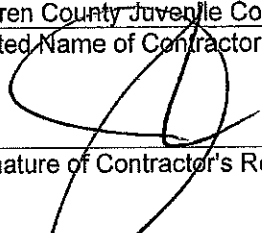
All information received by the contractor from FPLS is needed for the purpose of, and will be used only to the extent necessary in, establishing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act. obligations or pursuant to a request in connection with a parental kidnapping or child custody case as described in federal regulations at 45 CFR 303.15 and 303.69. This information shall be treated as confidential.

IV. Department of Job and Family Services, Office of Unemployment Compensation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

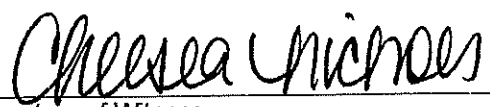
All information and records received from the Ohio Department of Job and Family Services, Office of Unemployment Compensation shall be used only for the purposes of establishing and collecting child support obligations from and locating individuals owing such obligations. The contractor maintains security safeguards for location, wage, and benefit information.

Warren County Juvenile Court
Printed Name of Contractor or Company


Signature of Contractor's Representative

2.25.2022
Date

Joseph W. Kirby
Printed Name of Contractor's Representative


Signature of Witness

2.25.2022
Date

CHELSEA NICHOLS
Printed Name of Witness

CSEA

CATEGORIES	2011 for use 2013	2012 for use 2014	12 for use in 14 REVISED	12 vs 14 REVISED	2013 for use in 2015	2014 for use in 2016	2015 for use in 2017	2016 for use in 2018	2017 for use in 2019	2018 for use in 2020	2019 for use in 2021	2020 for use in 2022	Difference
Bldg Use	\$ 9,744.00	\$ 9,500.00	\$ 9,500.00	\$ (244.00)	\$ 9,540.00	\$ 9,540.00	\$ 10,661.00	\$ 10,637.00	\$ 10,637.00	\$ 16,959.00	\$ 25,957.00	\$ 27,915.00	\$ 1,958.00
Property Insurance	\$ 3,053.00	\$ 1,700.00	\$ 1,700.00	\$ (1,353.00)	\$ 1,989.00	\$ 2,142.00	\$ 1,485.00	\$ 1,572.00	\$ 1,503.00	\$ 476.00	\$ 477.00	\$ 432.00	\$ 15.00
Insurance	\$ 6,696.00	\$ 4,258.00	\$ 4,258.00	\$ (2,438.00)	\$ 3,760.00	\$ 3,392.00	\$ 1,988.00	\$ 2,482.00	\$ 2,017.00	\$ 2,081.00	\$ 1,995.00	\$ 1,402.00	\$ (589.00)
Commissioners	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bldg. Maintenance	\$ 133,034.00	\$ 117,300.00	\$ 117,314.00	\$ (15,720.00)	\$ 154,060.00	\$ 133,238.00	\$ 143,509.00	\$ 119,862.00	\$ 128,371.00	\$ 106,211.00	\$ 103,719.00	\$ 97,822.00	\$ (5,897.00)
OMB	\$ 20,304.00	\$ 20,499.00	\$ 20,502.00	\$ 198.00	\$ 20,237.00	\$ 20,811.00	\$ 20,822.00	\$ 20,248.00	\$ 24,419.00	\$ 21,254.00	\$ 22,915.00	\$ 18,827.00	\$ (4,088.00)
Vehicle Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telecomm	\$ 20,804.00	\$ 20,811.00	\$ 20,819.00	\$ 15.00	\$ 25,401.00	\$ 27,865.00	\$ 42,067.00	\$ 38,676.00	\$ 43,771.00	\$ 40,613.00	\$ 50,797.00	\$ 47,574.00	\$ (3,223.00)
Prosecutor	\$ 11,516.00	\$ 11,016.00	\$ 11,019.00	\$ (497.00)	\$ 11,170.00	\$ 11,423.00	\$ 11,777.00	\$ 12,425.00	\$ 12,394.00	\$ 12,576.00	\$ 13,374.00	\$ 13,992.00	\$ 618.00
DP	\$ 41,804.00	\$ 46,395.00	\$ 47,402.00	\$ 5,598.00	\$ 17,379.00	\$ 19,183.00	\$ 15,594.00	\$ 12,999.00	\$ 39,589.00	\$ 38,023.00	\$ 44,173.00	\$ 28,238.00	\$ (15,935.00)
Treasurer	\$ 3,232.00	\$ 3,068.00	\$ 3,069.00	\$ (163.00)	\$ 3,438.00	\$ 3,373.00	\$ 3,307.00	\$ 3,531.00	\$ 4,089.00	\$ 4,693.00	\$ 4,800.00	\$ 5,651.00	\$ 857.00
Auditor	\$ 19,411.00	\$ 20,435.00	\$ 20,438.00	\$ 1,027.00	\$ 22,261.00	\$ 20,938.00	\$ 17,083.00	\$ 17,426.00	\$ 19,167.00	\$ 24,253.00	\$ 21,413.00	\$ 20,328.00	\$ (1,085.00)
Total Allocated	\$ 269,598.00	\$ 254,982.00	\$ 256,021.00	\$ (13,577.00)	\$ 269,235.00	\$ 251,705.00	\$ 268,283.00	\$ 239,870.00	\$ 283,967.00	\$ 269,143.00	\$ 289,620.00	\$ 262,241.00	\$ (27,379.00)
Roll Forward	\$ 59,389.00	\$ (8,421.00)	\$ (7,382.00)	\$ (66,771.00)	\$ (363.00)	\$ (3,277.00)	\$ (942.00)	\$ (11,635.00)	\$ 15,674.00	\$ 17,126.00	\$ (6,541.00)	\$ (6,902.00)	\$ (281.00)
Proposed Cost	\$ 328,987.00	\$ 246,561.00	\$ 248,639.00	\$ (80,348.00)	\$ 268,872.00	\$ 248,428.00	\$ 267,351.00	\$ 228,035.00	\$ 299,641.00	\$ 286,269.00	\$ 283,079.00	\$ 255,339.00	\$ (27,640.00)

In previous year payment to DP for imaging system off-set charge back to department. In 2010 there was no reimbursement to DP therefore the reason for the increase in cost

Square footage was redone and the amount was increased therefore the increase costs in Bldg Use and Bldg Maintenance

2011 for use in 2013 Bldg Services has an increase in salaries/fringe (annual cost of living) and an increase in purchased services. They had several elevator and HVAC expenditures

Roll forward is the difference between what was project in 2009 for use in 2011 plan with the actual expenditures made in 2011

2017 - Biggest Difference is in Telecomm. The Bd of DD has totally withdrawn from our system leaving fewer departments to spread the expenditures amongst.

2017 for use in 2019 - There was an increase within IT and the roll forward amount was a positive number verses in 2016 the roll forward was a negative number.

2020 for use in 2021 - decrease due to less employees, from 49 to 45

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0335

Adopted Date March 08, 2022

APPROVE AND AUTHORIZE THE BOARD OF COMMISSIONERS TO SIGN IV-D SERVICE CONTRACT BETWEEN THE WARREN COUNTY DOMESTIC RELATIONS DIVISION AND THE WARREN COUNTY CHILD SUPPORT ENFORCEMENT AGENCY

BE IT RESOLVED, to approve and authorize the Board of Commissioners to sign IV-D Service contract between the Warren County Domestic Relations Division and the Warren County Child Support Enforcement Agency; as attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Domestic Relations Court
c/a—CSEA
Domestic Relations Court (file)
CSEA (file)

Warren County CSEA
500 Justice Drive
P O Box 440
Lebanon, Ohio 45036

Ohio Department of Job and Family Services
Office of Child Support
Fiscal Administration, Contract Unit
P.O. Box 183203
Columbus, Ohio 43218-3203

Date: 2/11/2022

Ohio Department of Job and Family Services
IV-D CONTRACT COVER LETTER

The IV-D Contract is between the Warren County Child Support Enforcement Agency (CSEA) and the:

- Clerk of Court
- County Prosecutor
- Court of Common Pleas, Juvenile Division
- Court of Common Pleas, Domestic Relations Division
- Sheriff
- Other Legal Services Provider
- Other: <describe the IV-D contract>

This IV-D Contract is for the following services:

- Clerk of Court filing services
- Legal Services
- Magistrate Services
- Service of Process
- Security
- Other: <describe the IV-D contract>

The unit rate is \$65.66 per hour (from paragraph 4A of the JFS 07018).

The IV-D Contract effective dates are: 1/1/2022 to 12/31/2022. The IV-D Contract Amendment, if applicable, effective dates are: <beginning date> to <ending date>.

A copy of the following forms are being submitted to the Office of Child Support (OCS) in accordance with Ohio Administrative Code (OAC) rule 5101:12-1-80.2 (please check the type of IV-D contract that applies and check each form that you have attached):

<input checked="" type="checkbox"/> IV-D Contract with Governmental Entity
<input checked="" type="checkbox"/> JFS 01772 "IV-D Contract Cover Letter"
<input checked="" type="checkbox"/> JFS 07018 "IV-D Contract" and attached document that describes the performance standards
<input checked="" type="checkbox"/> JFS 07020 "Governmental Contractor IV-D Contract Budget"
<input checked="" type="checkbox"/> Commissioners' resolution or minutes
<input checked="" type="checkbox"/> JFS 07016 "IV-D Contract Security Addendum"
<input checked="" type="checkbox"/> Appropriate summary page of the county cost allocation plan, if applicable
<input type="checkbox"/> Verification from sheriff that the sheriff charges other agencies service of process fees, if applicable and in accordance with OAC rule 5101:12-1-60
<input type="checkbox"/> IV-D Contract Amendment with Governmental Entity
<input type="checkbox"/> JFS 01772 "IV-D Contract Cover Letter"
<input type="checkbox"/> JFS 07037 "IV-D Contract Amendment" and attached document that describes the amended performance standards, if applicable
<input type="checkbox"/> JFS 07020 "Governmental Contractor IV-D Contract Budget"
<input type="checkbox"/> Commissioners' resolution or minutes

<input type="checkbox"/>	IV-D Contract with Private Entity
<input type="checkbox"/>	JFS 01772 "IV-D Contract Cover Letter"
<input type="checkbox"/>	JFS 07018 "IV-D Contract"
<input type="checkbox"/>	JFS 07015 "Certification of Compliance with Competitive Sealed Bid Requirements"
<input type="checkbox"/>	Commissioners' resolution or minutes
<input type="checkbox"/>	JFS 07016 "IV-D Contract Security Addendum"

<input type="checkbox"/>	IV-D Contract Amendment with Private Entity
<input type="checkbox"/>	JFS 01772 "IV-D Contract Cover Letter"
<input type="checkbox"/>	JFS 07037 "IV-D Contract Amendment"
<input type="checkbox"/>	Commissioners' resolution or minutes

The CSEA hereby certifies that:

- All required documents have been reviewed
- All required documents are included
- All mathematical calculations are correct
- This submission is timely
- All required dated signatures have been obtained
- Other: <describe the additional determinations>



Signature

Printed Name: Thomas Howard, Director
Telephone Number: 513-695-1668

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Warren County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Warren County Domestic Relations Court (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from 01/01/2022 through 12/31/2022, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: An hourly rate for Magistrate services to: Conduct hearings; Prepare and review Magistrate reports; conduct status review for all eligible IV-D cases; including but not limited to establishment of paternity; establishment of support; enforcement of support and related orders.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
--	---

4. **IV-D Contract Costs:**
 - 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$65.66 per Unit of Service as determined by:
 - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.
 - 4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$23,901.15
5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.
 - 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$8,126.39	Local Sources
FFP Reimbursement	\$15,774.76	
Total IV-D Contract Cost	\$23,901.15	

6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."
7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:00 and 4:30 on the following days Monday - Friday with the exception of the following days: New Years Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve 1/2 day, Christmas Day.
8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
 - **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
 - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contractor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

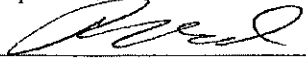
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
 - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
 - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
 - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
 - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
 - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

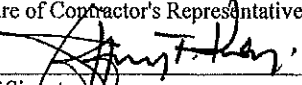
... If the contract is terminated, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

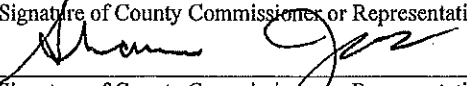
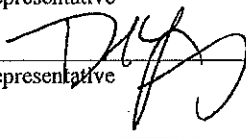
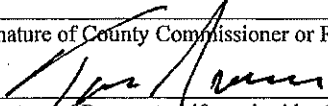
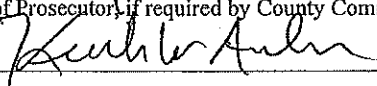
- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

IV-D Contract Signatures:

Signature of CSEA's Representative 	Printed Name of CSEA's Representative Thomas Howard, Director
Date of Signature 3.1.22	

Signature of Contractor's Representative 	Printed Name of Contractor's Representative Jeff Kirby, Judge
Date of Signature 2/25/22	Printed Street Address of Contractor 500 Justice Drive
Printed Title of Contractor's Representative Judge	Printed City, State, and Zip Code of Contractor Lebanon, Ohio 45036

Signature of County Commissioner or Representative 	Date of Signature 3.8.22
Signature of County Commissioner or Representative 	Date of Signature 3.8.22
Signature of County Commissioner or Representative 	Date of Signature 3.8.22
Signature of Prosecutor, if required by County Commissioners 	Date of Signature 2-24-2022

Prosecuting Attorney
David P. Fornshell

**CHILD SUPPORT
ENFORCEMENT AGENCY
WARREN COUNTY, OHIO**

Director, CSEA
Thomas E.A. Howard

500 Justice Drive • Lebanon, Ohio 45036
Phone: (513) 695-1580
Fax: (513) 695-2969
<http://www.co.warren.oh.us/wcchildsupport>

Performance Standards

- The Magistrate to be available for agreed upon dockets
- The Magistrate to be prepared to adjudicate all child support cases brought before him/her on the specified dockets; cases must be IV-D and litigated issues on IV-D dockets must be limited to IV-D reimbursable child support activities.
- The Magistrate to have the necessary space and materials available for proper adjudication of all child support cases
- Magistrate to expeditiously adjudicate all child support cases

Ohio Department of Job and Family Services
GOVERNMENTAL CONTRACTOR IV-D CONTRACT BUDGET

Summary Sheet		
County:	Warren County	
Governmental Contractor:	Domestic Relations Court	
Type of IV-D Contract:	Magistrate Services	
I. Staff		
		Estimated Amount
	A. Salaries	\$206,710.00
	B. Payroll Related Expenses	\$63,945.98
	Total Staff Costs	\$270,655.98
II. Operations		
	A. Travel and Short Term Training	\$2,000.00
	B. Consumable Supplies	\$0.00
	C. Occupancy Costs	\$0.00
	D. Indirect Costs	\$0.00
	E. Contract and Professional Services	\$500.00
	F. Miscellaneous	\$0.00
	Total Operations Costs	\$2,500.00
III. Equipment		
	A. Equipment Subject to Depreciation	\$0.00
	B. Equipment Purchases	\$0.00
	C. Leased and Rented Equipment	\$0.00
	Total Equipment Costs	\$0.00
	Sub-Total of All Costs	\$273,155.98
	IV. MINUS Fees Collected by the Contractor	\$0.00
	Total Expenses	\$273,155.98

I.A. Salaries

I.A.1. Principal Staff

Position Title	Total Annual Hours Paid by County	Annual Hours		Annual Salary	% of Salary Applied to Budget	Salary Applied to Budget
		Worked in Contracted Office				
Magistrate 1	2080	2080		\$103,355.00	100.00%	\$103,355.00
Magistrate 2	2080	2080		\$103,355.00	100.00%	\$103,355.00

Notes:

I.A. Salaries

I.A.2. Support Staff

Position Title	Total Annual Hours Paid by County	Total Hours Spent Assisting Principal Staff	Annual Salary	% of Salary Applied to Budget	Salary Applied to Budget

I.A.3. Unassociated Staff

Position Title	

Total Salaries Applied to this Contract **\$206,710.00**

I.B. Payroll Related Expenses

Type	Percentage	Salary	Amount Applied to Budget
OPERS or Social Security	14.00%	\$206,710.00	\$28,939.40
Workers' Compensation/Unemployment Insurance		\$206,710.00	\$0.00
Retirement Expense/Medicare	1.45%	\$206,710.00	\$2,997.30
Hospitalization Insurance Premium			\$31,757.28
Other Life Insurance			\$252.00
Other			
Other			
Other			
Other			
Other			
Other			
Total Payroll Related Expenses			\$63,945.98

Notes:

II.A. Travel and Short Term Training

Type	Mileage rate	Miles	Amount	Prorate %	Amount Applied to Budget
Mileage Reimbursement			Total mileage \$0.00		
Short Term Training			\$2,000.00	100.00%	\$2,000.00
Other					
Other					
Other					
Total Travel and Short Term Training					\$2,000.00

Notes:

To subscribe to the Key Partner Membership, to attend any trainings or conferences such as OCDA Spring Conference, OCDA Fall Conference or the OCDA Partner Conference

II.B. Consumable Supplies

Type	Amount	Prorate %	Amount Applied to Budget
Office Supplies			
Cleaning Supplies			
Other			
Other			
Other			
Other			
Other			
Total Consumable Supplies			\$0.00

Notes:

II.C. Occupancy Costs

	Amount	Prorate %	Amount Applied to Budget
Rental at _____ per square foot:	\$0.00		
or			
Usage allowance/depreciation at % rate of original acquisition cost by Program Square Footage Percentage (Program Square Footage ÷ Provider Square Footage)			
Maintenance and Repairs			
Utilities (if not included in rent)			
Heat and Light			
Telephone			
Water			
Other:			
Other:			
Other:			
Total Occupancy Costs			\$0.00

Notes:

II.D. Indirect Costs

Category	CAP Amount	Prorate %	Amount Applied to Budget
Total Indirect Costs			\$0.00

Notes:

II.E. Contract & Professional Services

Type	Amount	Prorate %	Amount Applied to Budget
Transcripts	\$500.00	100.00%	\$500.00
Total Contract and Professional Services Costs			\$500.00

Notes:

II.F. Miscellaneous

Description	Amount	Prorate %	Amount Applied to Budget
Total Miscellaneous Costs			\$0.00

Notes:

III.A. Equipment Subject to Depreciation

Equipment to be Depreciated	New or Used	Purchase Date	Quantity	Total Actual Cost per Item	Salvage Value per Item	Total Amount to be Depreciated	Useful Life	Prorate %	Chargeable Amount of Depreciation
Total Equipment Depreciation Charges									
\$0.00									

Notes:

III.B. Equipment Purchases

Item	Amount	Prorate %	Quantity	Amount Applied to Budget
Total Small Equipment Purchases				\$0.00

Notes:

III.C. Lease and Rental Equipment

Item	Model and Year	Amount	Prorate %	Quantity	Amount Applied to Budget
Total Lease and Rental Equipment					\$0.00

Notes:

BUDGET COMPUTATION WORKSHEET

Is this a IV-D Contract with a court for magistrate services in which a IV-D multiplier was used?

Select 1 or 2 ►

1 - no
2 - yes

Carried over from Page 1 ▼

<input type="text" value="\$273,155.98"/> Total Expenses	÷ Divided by	<input type="text" value="4,160"/> Total Operating Units Produced by Principal Staff	= Equals	<input type="text" value="\$65.66"/> Unit Rate
<input type="text" value="\$65.66"/> Unit Rate	× Multiplied by	<input type="text" value="364"/> Total Units of Service Purchased	= Equals	<input type="text" value="\$23,901.15"/> 100% Contract Value

Ohio Department of Job and Family Services
IV-D CONTRACT SECURITY ADDENDUM

By signing this form, the contractor agrees to comply with all of the terms and conditions described herein.

I. Internal Revenue Service Information

A. Performance

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) The contractor and the contractor's employees with access to or who use federal tax information (FTI) must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the Agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the Agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems processing, storing, or transmitting Federal tax information must meet ISO STD 15408, called common criteria - functional (Protection Profile) and assurance (EAL). To meet functional and assurance requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance, and documentation. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (8) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (9) The contractor will maintain a list of employees authorized access. Such list will be provided to the Agency and, upon request, to the IRS reviewing office.
- (10) The Agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

<11> <Include any additional safeguards that may be appropriate>

B. Criminal and Civil Sanctions

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure.

These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action.

These penalties are prescribed by IRC section 7213A and 7431 and set forth at 26 CFR 301.6103 (n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or Agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

C. Inspections

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

II. Ohio Department of Taxation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All Ohio Department of Taxation, taxpayer information concerning the residential address and income of taxpayers received by the contractor is needed for the purpose of, and will be used only to the extent necessary in locating obligors, or establishing, enforcing and collecting child support obligations pursuant to Part D, Title IV

of the Social Security Act. None of the information so obtained will be disclosed except for official purposes as described in section 3125.43 of the Revised Code or in compliance with a court order.

III Federal Parent Locator Service Information (FPLS)

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

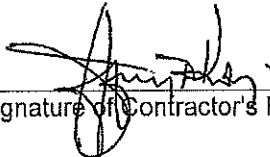
All information received by the contractor from FPLS is needed for the purpose of, and will be used only to the extent necessary in, establishing and collecting child support obligations pursuant to Part D, Title IV of the Social Security Act. obligations or pursuant to a request in connection with a parental kidnapping or child custody case as described in federal regulations at 45 CFR 303.15 and 303.69. This information shall be treated as confidential.

IV. Department of Job and Family Services, Office of Unemployment Compensation Information

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All information and records received from the Ohio Department of Job and Family Services, Office of Unemployment Compensation shall be used only for the purposes of establishing and collecting child support obligations from and locating individuals owing such obligations. The contractor maintains security safeguards for location, wage, and benefit information.

Warren County Domestic Relations Court
Printed Name of Contractor or Company


Signature of Contractor's Representative

3/1/22
Date

Jeff Kirby
Printed Name of Contractor's Representative


Signature of Witness

3/1/22
Date

Mary Ellen Steele
Printed Name of Witness

EA

TEGORIES	2011 for use 2013	2012 for use 2014	12 for use in 14 REVISED	12 vs 14 REVISED	2013 for use in 2015	2014 for use in 2016	2015 for use in 2017	2016 for use in 2018	2017 for use in 2019	2018 for use in 2020	2019 for use in 2021	2020 for use in 2022	Difference
g Use	\$ 9,744.00	\$ 9,500.00	\$ 9,500.00	\$ (244.00)	\$ 9,540.00	\$ 9,540.00	\$ 10,861.00	\$ 10,637.00	\$ 10,637.00	\$ 18,953.00	\$ 25,957.00	\$ 27,915.00	\$ 1,958.00
erty Insurance	\$ 3,053.00	\$ 1,700.00	\$ 1,700.00	\$ (1,353.00)	\$ 1,989.00	\$ 2,142.00	\$ 1,485.00	\$ 1,572.00	\$ 1,503.00	\$ 476.00	\$ 477.00	\$ 492.00	\$ 15.00
ranchise	\$ 6,696.00	\$ 4,258.00	\$ 4,258.00	\$ (2,438.00)	\$ 3,760.00	\$ 3,382.00	\$ 1,988.00	\$ 2,492.00	\$ 2,017.00	\$ 2,091.00	\$ 1,995.00	\$ 1,402.00	\$ (593.00)
missions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
g. Maintenance	\$ 133,034.00	\$ 117,300.00	\$ 117,314.00	\$ (15,720.00)	\$ 154,060.00	\$ 133,238.00	\$ 143,509.00	\$ 119,862.00	\$ 128,371.00	\$ 106,211.00	\$ 103,719.00	\$ 97,822.00	\$ (5,897.00)
IB	\$ 20,304.00	\$ 20,499.00	\$ 20,502.00	\$ 198.00	\$ 20,237.00	\$ 20,811.00	\$ 20,822.00	\$ 20,248.00	\$ 24,419.00	\$ 21,254.00	\$ 22,815.00	\$ 16,827.00	\$ (4,088.00)
icle Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
acomm	\$ 20,804.00	\$ 20,811.00	\$ 20,819.00	\$ 15.00	\$ 25,401.00	\$ 27,665.00	\$ 42,067.00	\$ 38,676.00	\$ 43,771.00	\$ 40,813.00	\$ 50,797.00	\$ 47,574.00	\$ (3,223.00)
ecutor	\$ 11,516.00	\$ 11,018.00	\$ 11,019.00	\$ (497.00)	\$ 11,170.00	\$ 11,423.00	\$ 11,777.00	\$ 12,425.00	\$ 12,394.00	\$ 12,576.00	\$ 13,374.00	\$ 13,892.00	\$ 618.00
	\$ 41,804.00	\$ 46,395.00	\$ 47,402.00	\$ 5,598.00	\$ 17,379.00	\$ 19,183.00	\$ 15,594.00	\$ 12,969.00	\$ 39,599.00	\$ 38,023.00	\$ 44,173.00	\$ 28,238.00	\$ (15,935.00)
asurer	\$ 3,232.00	\$ 3,068.00	\$ 3,069.00	\$ (163.00)	\$ 3,438.00	\$ 3,373.00	\$ 3,307.00	\$ 3,531.00	\$ 4,089.00	\$ 4,693.00	\$ 4,800.00	\$ 5,651.00	\$ 851.00
ltor	\$ 19,411.00	\$ 20,435.00	\$ 20,438.00	\$ 1,027.00	\$ 22,261.00	\$ 20,938.00	\$ 17,083.00	\$ 17,428.00	\$ 19,167.00	\$ 24,253.00	\$ 21,413.00	\$ 20,328.00	\$ (1,085.00)
al Allocated	\$ 269,598.00	\$ 254,982.00	\$ 256,021.00	\$ (13,577.00)	\$ 269,235.00	\$ 251,705.00	\$ 268,293.00	\$ 239,870.00	\$ 283,967.00	\$ 269,143.00	\$ 289,620.00	\$ 262,241.00	\$ (27,379.00)
l Forward	\$ 59,389.00	\$ (8,421.00)	\$ (7,362.00)	\$ (66,771.00)	\$ (363.00)	\$ (3,277.00)	\$ (942.00)	\$ (11,635.00)	\$ 15,674.00	\$ 17,126.00	\$ (6,841.00)	\$ (6,902.00)	\$ (261.00)
posed Cost	\$ 328,987.00	\$ 246,561.00	\$ 248,639.00	\$ (80,348.00)	\$ 268,872.00	\$ 248,428.00	\$ 267,351.00	\$ 228,035.00	\$ 299,641.00	\$ 286,269.00	\$ 282,979.00	\$ 255,339.00	\$ (27,640.00)

previous year payment to DP for imaging system off-set charge back to department. In 2010 there was no reimbursement to DP therefore the reason for the increase in cost

large footage was redone and the amount was increased therefore the increase costs in Bldg Use and Bldg Maintenance

1 for use in 2013 Bldg Services has an increase in salaries/fringe (annual cost of living) and an increase in purchased services. City had several elevator and HVAC expenditures

l forward is the difference between what was project in 2009 for use in 2011 plan with the actual expenditures made in 2011

7 - Biggest Difference is in Telecomm. The Bd of DD has totally withdrawn from our system leaving fewer departments to spread the expenditures amongst

7 for use in 2019 - There was an increase within IT and the roll forward amount was a positive number verses in 2016 the roll forward : a negative number.

0 for use in 2021 - decrease due to less employees, from 49 to 45

Resolution

Number 22-0336

Adopted Date March 08, 2022

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH TODD B. FAIRCHILD, TRUSTEE OF THE TODD B. FAIRCHILD FARM TRUST, UTA FOR THE BRIDGE REPLACEMENT PROJECT ON HARLAN-CARROLL ROAD

WHEREAS, in order to improve the safety of Harlan- Carroll Road a bridge replacement project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #10-09-300-003 located at 2604 Harlan-Carroll Road, Waynesville, OH 45068 which is owned by Todd B. Fairchild, Trustee of the Todd B. Fairchild Farm Trust, UTA, grantor; and

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

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Construct new bridge with wingwalls.
4. Place rock channel protection outside the existing right-of-way.
5. Complete final grading of embankment and stream outside of the existing right-of-way.
6. Seed and straw any disturbed area upon completion of the project.

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

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Todd B. Fairchild, Trustee of the Todd B. Fairchild Farm Trust, UTA, for the Harlan- Carroll Road bridge replacement project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Fairchild, Todd B. Trustee of the Todd B. Fairchild Farm Trust, UTA
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Todd B. Fairchild, Trustee of The Todd B. Fairchild Farm Trust, UTA dated December 15, 2017, whose tax mailing address is 2703 Harlan-Carroll Road, Waynesville, Ohio 45068 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve the public safety and better serve the needs of the traveling public a bridge replacement project on Harlan-Carroll Road over Harlans Run is to be completed. In order to perform the work it is necessary to enter onto property, which is owned by Grantor. The subject real estate is located at 2604 Harlan-Carroll Road, Waynesville, Ohio 45068, identified as Parcel #10-09-300-003. Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Construct new bridge with wingwalls.
4. Place rock channel protection outside the existing right-of-way.
5. Complete final grading of embankment and stream outside of the existing right-of-way.
6. Seed and straw any disturbed area upon completion of the project.

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

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

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Harlan Carroll Bridge #221-0.84 Replacement Project or until December 31, 2022, whichever comes first.

[the remainder of this page is blank]

IN EXECUTION WHEREOF, Todd B. Fairchild, Trustee of The Todd B. Fairchild Trust, UTA dated December 15, 2017, the Grantor herein, has hereunto set his hand on the date stated below.

Grantor:

Signature: Todd Fairchild

Printed Name: Todd B. Fairchild

Title: Trustee of the Todd B. Fairchild Trust, UTA dated December 15, 2017

Date: 2/17/22

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 17TH day of FEBRUARY, 2022, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be Todd B. Fairchild, Trustee of The Todd B. Fairchild Trust, UTA dated December 15, 2017, being the Grantors in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



DOMINIC M. BRIGANO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
02/06/2022
Recorded in
Warren County

Notary Public: D. M. B.
My commission expires: 02/06/2022

[the remainder of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tom Grossmann, its President on the date stated below, pursuant to Resolution Number 22-0336, dated 3/8/22
0336

Grantee:

Signature: [Signature]

Printed Name: Tom Grossmann

Title: President

Date: 3/8/22

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 8 day of March, 2022 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tom Grossmann, President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorization him to act.

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



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

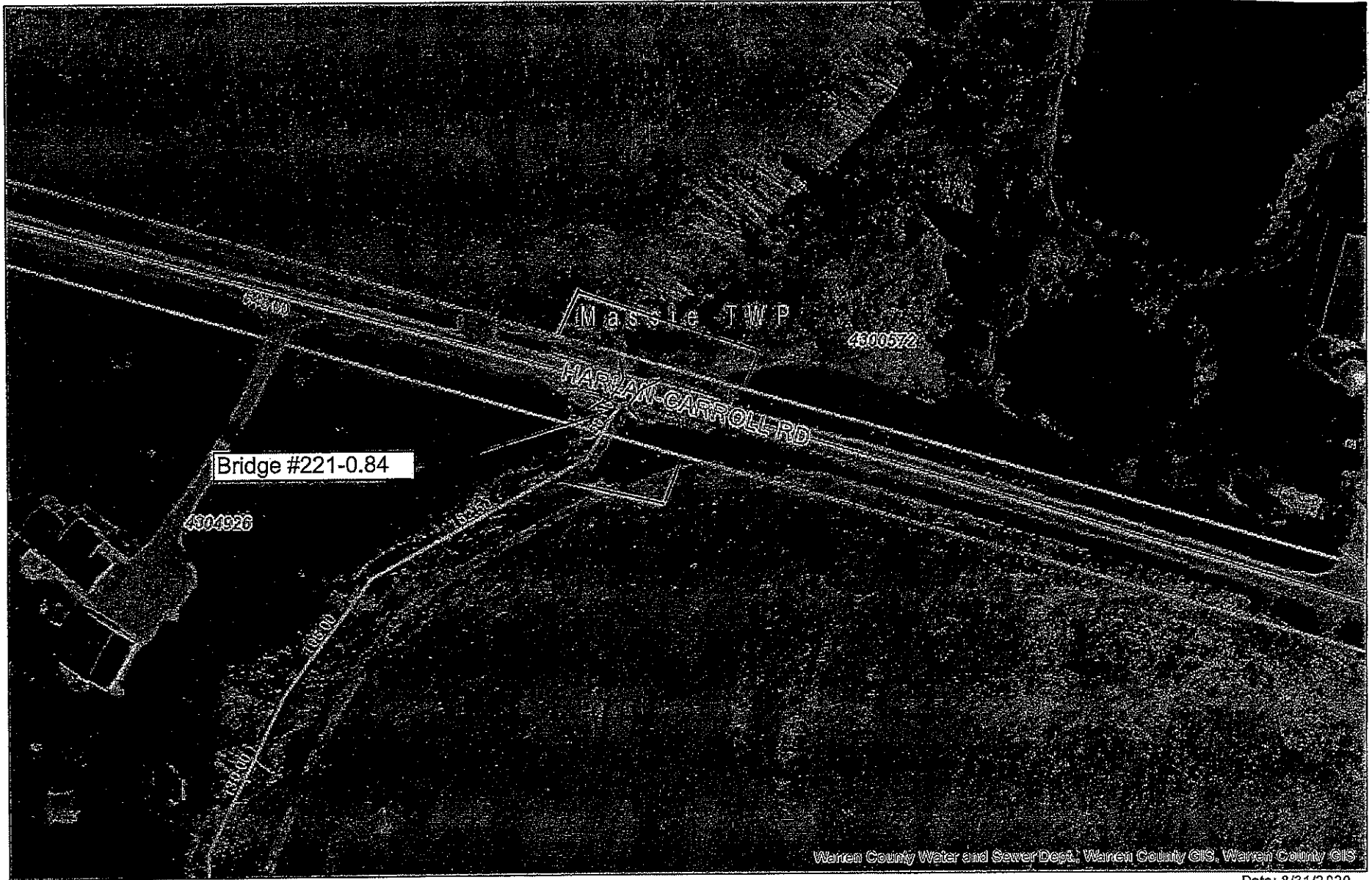
Notary Public: [Signature]
My commission expires: 12/26/2022

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]

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



Warren County Water and Sewer Dept., Warren County GIS, Warren County GIS

Date: 8/31/2020

Cadastral Lines	Corporate Line	Parcel Line	Hardware
all other water	County Line	ROW Unknown With Line	Subdivision Lot Line
Line Type	Farm Lot Line	Road ROW	Township and Range Line
Audubon Tract Line	Crossing Line	School Line	Bad Line
City/Township Line	Subdivision Unit Line	Section Line	UMD Line
			Abandoned Road Line

NTS

221-0.84

Exhibit A

The provider makes no warranty or representation with respect to this information, its quality or suitability. This information is provided AS IS, and the requester assumes the entire risk as to its quality and suitability. The provider will not be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the information. The provider shall have no liability for any other information, Programs or data used with or combined with the requested information, including the cost of recovering information, programs or data.

Resolution

Number 22-0337

Adopted Date March 08, 2022

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH TODD B. AND MICHELLE R. FAIRCHILD FOR THE BRIDGE REPLACEMENT PROJECT ON HARLAN-CARROLL ROAD

WHEREAS, in order to improve the safety of Harlan- Carroll Road a bridge replacement project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #10-08-100-005 located at 2703 Harlan-Carroll Road, Waynesville, OH 45068 which is owned by Todd B. and Michelle R. Fairchild, husband and wife, grantors; and

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

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Construct new bridge with wingwalls.
4. Place rock channel protection outside the existing right-of-way.
5. Complete final grading of embankment and stream outside of the existing right-of-way.
6. Seed and straw any disturbed area upon completion of the project.

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


NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Todd B. and Michelle R. Fairchild, for the Harlan- Carroll Road bridge replacement project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Fairchild, Todd B. & Michelle R.
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Todd B. Fairchild and Michelle R. Fairchild, husband and wife, whose tax mailing address is 2703 Harlan-Carroll Road, Waynesville, Ohio 45068 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve the public safety and better serve the needs of the traveling public a bridge replacement project on Harlan-Carroll Road over Harlans Run is to be completed. In order to perform the work it is necessary to enter onto property, which is owned by Grantor. The subject real estate is located at 2703 Harlan-Carroll Road, Waynesville, Ohio 45068, identified as Parcel #10-08-100-005. Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Construct new bridge with wingwalls.
4. Place rock channel protection outside the existing right-of-way.
5. Complete final grading of embankment and stream outside of the existing right-of-way.
6. Seed and straw any disturbed area upon completion of the project.

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

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

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Harlan-Carroll Road Bridge #221-0.84 Replacement Project or until December 31, 2022, whichever comes first.

[the balance of this page is blank]

IN EXECUTION WHEREOF, Todd B. Fairchild and Michelle R. Fairchild, husband and wife, the Grantors herein, have hereunto set their hands on the date stated below.

Grantors:

Signature: Todd Fairchild

Printed Name: Todd B. Fairchild

Date: 2/17/22

Signature: Michelle R Fairchild

Printed Name: Michelle R. Fairchild

Date: 2/17/22

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 17th day of FEBRUARY, 2022, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be Todd B. Fairchild and Michelle R. Fairchild, being the **Grantors** in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



D. M. B.
Notary Public
My commission expires: 02/06/2022

[the balance of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tom Grossmann, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 22-0337, dated 3/8/22.

Grantee:
Signature: [Signature]
Printed Name: Tom Grossmann
Title: President
Date: 3/8/22

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 28 day of March, 2022 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tom Grossmann, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



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

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

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

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



Warren County Water and Sewer Dept., Warren County GIS, Warren County GIS

Date: 8/31/2020

Cadastral Lines	Corporate Line	Panel Line	Hardware
all other values	County Line	RCW Unknown With Line	Subdivision Lot Line
Line Type	Farm lot Line	Road ROW	Township and Range Line
Audits Trail Line	Grass Line	School Line	Trac Line
Civil Township Line	Subdivision Link Line	Section Line	VAC Line
			Unclassified Road Line

NTS

221-0.84

The provider makes no warranty or representation with respect to this information, its quality or suitability. This information is provided AS IS, and the requester assumes the entire risk as to its quality and suitability. The provider will not be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the information. The provider shall have no liability for any other information, Programs or data used with or combined with the requested information, including the cost of recovering information, programs or data.

Exhibit A

Resolution

Number 22-0338

Adopted Date March 08, 2022

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH JEFFREY AND CHERYL I. RIGSBY FOR THE BRIDGE REPLACEMENT PROJECT ON MIDDLEBORO ROAD

WHEREAS, in order to improve the safety of Middleboro Road a bridge replacement project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #18-05-300-046 located on Middleboro Road, Blanchester, OH 45107 which is owned by Jeffrey and Cheryl I. Rigsby, grantors; and

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

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

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

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Jeffrey and Cheryl I. Rigsby, for the Middleboro Road bridge replacement project, a copy of which is attached hereto, and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Rigsby, Jeffrey & Cheryl I.
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Jeffrey Rigsby and Cheryl I. Rigsby, husband and wife, whose address is 7151 Middleboro Road, Blanchester, Ohio 45107 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve the public safety and better serve the needs of the traveling public a bridge replacement project on Middleboro Road over Lick Run is to be completed. In order to perform the work it is necessary to enter onto property, which is owned by Grantor. The subject real estate is located at 7151 Middleboro Road, Blanchester, Ohio 45107, identified as Parcel #18-05-300-046. Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work:

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

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

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

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Middleboro Road Bridge #45-0.16 Replacement Project or until December 31, 2022, whichever comes first.

[the balance of this page is blank]

IN EXECUTION WHEREOF, Jeffrey Rigsby and Cheryl I. Rigsby, husband and wife, the Grantors herein, have hereunto set their hands on the date stated below.

Grantors:

Signature: Jeffrey Rigsby

Printed Name: Jeffrey Rigsby

Date: 2-15-2022

Signature: Cheryl I. Rigsby

Printed Name: Cheryl I. Rigsby

Date: 02/15/2022

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 15th day of FEBRUARY, 2022, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be Jeffrey Rigsby and Cheryl I. Rigsby, being the Grantors in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



DOMINIC M. BRIGANO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
02/06/2027
Recorded in
Warren County

Dominic M. Brigano
Notary Public
My commission expires: 02/06/2027

[the balance of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tom Grossmann, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 82-1328, dated 3/8/22.

Grantee:

Signature: [Signature]

Printed Name: Tom Grossmann

Title: President

Date: 3/8/22

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 8 day of March, 2022 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tom Grossmann, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



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

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

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

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

Exhibit A

MIDDLEBORO RD

Harlan TWP

Lick Run Lick Run

3504458

Bridge #45-0.16

3602015

CAVENDISH

Survey of Sect. 18, R. 6, S. 33, Township 18N, Range 6E, N. 1/2, Sec. 18, Harlan, Mich. (Inland) INCREMENT P. Michigan, U.S.A. by OpenStax contributors and the OpenStax community. March 2021, 2nd Edition.

Date: 12/30/2021

<ul style="list-style-type: none"> Section Line County Line Range Line Township Line Water Other 	<ul style="list-style-type: none"> Section Line County Line Range Line Township Line Water Other 	<ul style="list-style-type: none"> Section Line County Line Range Line Township Line Water Other 	<ul style="list-style-type: none"> Section Line County Line Range Line Township Line Water Other
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45-0.16

NTS

The project was prepared by a registered professional surveyor. The accuracy of the information is not guaranteed. The user assumes all responsibility for the use of the information. The user shall be held liable for any and all consequences arising from the use of the information, including the cost of any litigation, damages or other costs.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0339

Adopted Date March 08, 2022

APPROVE AND AUTHORIZE AMENDMENT #2 FOR FISCAL YEAR 2022 RECLAIM OHIO PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize Amendment #2 for FY 2022 RECLAIM Ohio Program application on behalf of the Warren County Juvenile Court and authorize the President of this Board to sign documents relative thereto. Copy of amendment is attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS

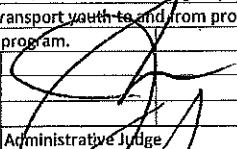


Tina Osborne, Clerk

cc: c/a—Ohio Department of Youth Services
Juvenile (file)

Amendment Form / Fiscal Accountability
(To Replace Attachment A Page 1 of the Grant Agreement)

County:	Warren	Amendment #	1
Allocations			
FY 2022 Tentative Base Allocation (YSG/510)	(1A)	\$	295,735.00
FY 2022 Tentative Variable Allocation (RECLAIM/401)	(2A)	\$	770,222.94
FY 2022 Supplemental RECLAIM Allocation	(3A)	\$	
FY 2022 Targeted RECLAIM Allocation	(4A)	\$	
FY 2022 Competitive RECLAIM Allocation	(5A)	\$	
FY 2022 JDAI Allocation	(6A)	\$	
FY 2022 Y/E EVB Program Development Allocation	(7A)	\$	
FY 2022 Behavioral Health Juvenile Justice (BHJJ)	(8A)	\$	
Allocations Subtotal			(A) \$ 1,065,957.94
Tentative Carryover Balance as of 6/30/21 and Carryover Limit			
Subsidy Grant Carryover (YSG + RECLAIM)*	(1B)	\$	428,693.88
Targeted RECLAIM Carryover	(2B)	\$	
Competitive RECLAIM Carryover	(3B)	\$	
JDAI Carryover	(4B)	\$	49,035.29
Y/E EVB Program Development Carryover (include any former HB-153 Funds)	(5B)	\$	862.65
Behavioral Health Juvenile Justice (BHJJ)	(6B)	\$	
Tentative Carryover Subtotal			(B) \$ 478,591.82
Carryover Limit			(C) \$ 261,049.66
(25% of Total FY 2020 RECLAIM and Youth Services Grant Allocations)			
Exemptions			
Subsidy Grant Carryover Exemption (YSG + RECLAIM)*	(1D)	\$	
Targeted RECLAIM Exemption	(2D)	\$	
Competitive RECLAIM Exemption	(3D)	\$	
JDAI Exemption	(4D)	\$	49,035.29
Y/E EVB Program Development	(5D)	\$	862.65
Behavioral Health Juvenile Justice (BHJJ)	(6D)	\$	
Total Exemptions			(D) \$ 49,897.94
Withholdings			
Subsidy Grant (YSG + RECLAIM)*	(1E)	\$	167,644.22
Targeted RECLAIM	(2E)	\$	
Competitive RECLAIM	(3E)	\$	
JDAI	(4E)	\$	
Y/E EVB Program Development	(5E)	\$	
Behavioral Health Juvenile Justice (BHJJ)	(6E)	\$	
Withholding Estimate (to be withheld from FY 2022 payments)			(E) \$ 167,644.22
Available Program Funds			
Subsidy Grant (YSG + RECLAIM)*	(1F)	\$	1,327,007.60
Targeted RECLAIM	(2F)	\$	
Competitive RECLAIM	(3F)	\$	
JDAI	(4F)	\$	49,035.29
Y/E EVB Program Development	(5F)	\$	862.65
Behavioral Health Juvenile Justice (BHJJ)	(6F)	\$	
Total Available FY 2022 Program Funds			(F) \$ 1,376,905.54
Estimated Program Costs			
Subsidy Grant Estimated Program Costs (YSG & RECLAIM)*	(1G)	\$	1,182,522.33
Targeted RECLAIM Estimated Program Costs	(2G)	\$	
Competitive RECLAIM Estimated Program Costs	(3G)	\$	
JDAI Estimated Program Costs	(4G)	\$	31,100.00
Y/E EVB Program Development Costs	(5G)	\$	862.65
Behavioral Health Juvenile Justice (BHJJ)	(6G)	\$	
Total Estimated FY 2022 Expenditures			(G) \$ 1,214,484.98
Unallocated Funds			
Subsidy Grant Unallocated (YSG & RECLAIM)*	(1H)	\$	144,485.27
Targeted RECLAIM Unallocated	(2H)	\$	
Competitive RECLAIM Unallocated	(3H)	\$	
JDAI Unallocated	(4H)	\$	17,935.29
Y/E EVB Program Development Unallocated	(5H)	\$	0.00
Behavioral Health Juvenile Justice (BHJJ)	(6H)	\$	
Total Unallocated Funds			(H) \$ 162,420.56
* Supplemental Allocation included in RECLAIM amount			

ATTACHMENT A
Page 2

County:	Warren			Prepared By:	Laura Schnecker
FY:	22			Phone #	513-695-1615
Amendment #	2		Amendment Type:	Realignment of Funds	
Funding Category	Activity Purpose	Local Program Name	Current Budget	Adjustment (+/-)	Program Funding
Subsidy Grant	Behavioral Change	Residential-Mary Haven Youth Center	\$ 552,459.37		\$ 552,459.37
Subsidy Grant	Behavioral Change	Evening Reporting Center	\$ 143,298.56	\$ 1,500.00	\$ 144,798.56
Subsidy Grant	Skill Knowledge	Day Treatment Program-SOS	\$ 167,858.43		\$ 167,858.43
Subsidy Grant	Skill Knowledge	Truancy Education Group	\$ 34,000.00		\$ 34,000.00
Subsidy Grant	Skill Knowledge	Parent Success	\$ 25,000.00		\$ 25,000.00
Subsidy Grant	Skill Knowledge	Y.E.S Program	\$ 1,125.00		\$ 1,125.00
Subsidy Grant	Support Activity Tracking	Truancy-ATTEND Service Coordination	\$ 51,000.00		\$ 51,000.00
Subsidy Grant	Support Activity Tracking	GPS	\$ 10,002.00	\$ 1,998.00	\$ 12,000.00
Subsidy Grant	Support Activity Tracking	Emergency Foster Care	\$ 7,700.00	\$ (3,498.00)	\$ 4,202.00
Subsidy Grant	Support Activity Tracking	Community Service/Restitution Program	\$ 34,600.00		\$ 34,600.00
Subsidy Grant	Support Activity Admission	Drug Testing	\$ 9,035.00		\$ 9,035.00
Subsidy Grant	Support Activity Admission	Detention Services	\$ 7,530.00		\$ 7,530.00
Subsidy Grant	Support Activity Admission	Clinical Assessments	\$ 6,500.00		\$ 6,500.00
Subsidy Grant	Support Activity Admission	Court Appointed Special Advocates	\$ 114,413.97		\$ 114,413.97
JDAI	Behavioral Change Grant	Intensive Home Based	\$ 25,000.00		\$ 25,000.00
JDAI	Administration	JDAI	\$ 2,500.00		\$ 2,500.00
JDAI	Support Activity Tracking Grant	Online Interventions	\$ 3,600.00		\$ 3,600.00
Y/E EVB Program Development	Administration	Probation Transformation Training	\$ 862.65		\$ 862.65
Subsidy Grant	Support Activity Admission Grant	Organized Community Activities	\$ 3,000.00		\$ 3,000.00
Subsidy Grant	Administration	Therapeutic Crisis Intervention Training	\$ 15,000.00		\$ 15,000.00
		Total Program Costs	\$ 1,214,484.98	\$ -	\$ 1,214,484.98
Provide an explanation for the amendment and how it will impact the stated objectives in the Grant Agreement:					
This amendment moves \$1600 from the emergency foster care program to the ERC program. These funds will be used to pay for fuel that is used to transport youth to and from programming. This amendment also moves \$1998 from the emergency foster care program to the GPS program.					
Signatures:					
			2/28/22		Date
	Administrative Judge				
			3/8/22		Date
	President, County Commissioners / County Executive				

Program Maintenance Costs Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Evening Reporting Center

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
Incentives	1	\$ 1,000.00	\$ 1,000.00	Reward for group/goal completion
Group Materials	1	\$ 1,500.00	\$ 1,500.00	Cooking group, crafts, games, school supplies
Rewards/Incentives for youth	1	\$ 200.00	\$ 200.00	Rewards/Incentives to be given to Youth in program
Fuel to transport youth	1	\$ 1,500.00	\$ 1,500.00	Fuel needed to transport youth to and from the program.
Total Maintenance Costs			\$ 4,200.00	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Support Activity Tracking

LOCAL PROGRAM / ACTIVITY NAME: Emergency Foster Care

Agency Name/Individual (List all Providers by Name)	Public/ Private	Services to be provided	Quantity	Unit Costs	Total
Focus on Youth	Private	Emergency Foster Care	42	\$ 100.00	\$ 4,200.00
Total Purchased or Contract Services					\$ 4,200.00

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 22-0340

Adopted Date March 08, 2022

AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN THE PRE-AWARD CONDITION FORMS ASSOCIATED WITH THE GRANT PROGRAMS OF THE OFFICE OF CRIMINAL JUSTICE SERVICES ON BEHALF OF THE WARREN COUNTY DRUG TASK FORCE

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

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

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

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign the *Pre-Award Condition Forms for Government/Public and Private Agencies*, for Grant Number 2020-JG-A01-6252, as attached hereto and made a part hereof.

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

Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: C/A—US Dept. of Justice, Office of Criminal Justice Services
OGA (file)
WC Drug Task Force (file)

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



EEO Certification Form

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



Civil Rights and EEO Questions Part 1 Form

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



Standard Assurances Form

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



Special Conditions Form

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



JAG and VAWA Mandatory Grant Orientation

- Each JAG and VAWA subrecipient is required to attend a mandatory grant orientation. The grant orientation will provide an overview of the policies that apply to OCJS grant awards. An orientation is scheduled to take place via webinar on January 25, 2022 at 10:00 AM. At least one person associated with the project must attend the orientation. It is recommended that all staff responsible for administering both programmatic and fiscal aspects of the grant attend. Failure to attend the orientation may result in the delay in grant payment processing and potential cancellation of funds. Registration for the webinar is accessed at the following link:
<https://attendee.gotowebinar.com/register/8190917843353431822>



System for Award Management Profile

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



Contact Information

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



Conflicts of Interest

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



Suspension/Disbarment

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

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

The signatures must match the names on the title page.

Major Steven C. Anagnost
Signature

2/25/22 Project Director
Date

Major Steven C. Anagnost
Signature

2/25/22 Implementing Agency Authorized Official
Date

[Signature]
Signature

2/8/22 Subgrantee Agency Authorized Official
Date

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

(54)

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

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

Recipient's Name: <u>THE GREATER WARREN COUNTY DRUG TASK FORCE</u>	DUNS Number: <u>784327608</u>	
Address: <u>822 MEMORIAL DRIVE LEBANON, OH</u>		
Grant Title: <u>JUSTICE ASSISTANCE GRANT</u>	Grant Number: <u>2021-JG-A01-6252</u>	Award Amount: <u>\$68,250.00</u>
Name and Title of Contact Person: <u>STEVEN C. ARRASMITH, TASK FORCE COMMANDER</u>		
Telephone Number: <u>513-695-0070</u>	E-Mail Address: <u>ARRASMITH@WCOTFF.ORG</u>	

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

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

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

STEVEN C. ARRASMITH, COMMANDER Steven C. Arrasmith 2/25/2022
Print or Type Name and Title Signature Date

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

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

I, N/A [responsible official],
certify that _____ [recipient],
which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than
\$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last
twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable
federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for
Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title Signature Date

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

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

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

Print or Type Name and Title Signature Date

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

SECTION 1: BACKGROUND

1. How many full-time and part time employees are employed by the agency? 5
2. If the agency uses volunteers, approximately how many does the agency have per year? (please count any volunteers separately from paid employees) 0

SECTION 2: EEOP QUESTIONS

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

SECTION 3: CIVIL RIGHTS COMPLAINTS, LAWSUITS¹, OR FINDINGS

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

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

n/a

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

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

Yes No

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

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

Employees _____

Beneficiaries _____

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

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

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

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

n/a

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

Yes No *n/a*

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

POSTING NOTIFICATION:

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

Yes No

If yes, briefly describe how this notification occurs:

INFORMATION POSTED IN PUBLIC AREAS

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

Yes No

If yes, briefly describe how this notification occurs:

INFORMATION POSTED IN PUBLIC AREAS

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

Yes No

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

n/a

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

Yes No

SECTION 4: REQUIREMENTS RELATED TO PERSONS WITH HANDICAP²

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

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

GRIEVANCE PROCEDURES:

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

Yes No *n/a*

COMPLIANCE COORDINATOR:

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

Yes No *n/a*

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

POSTING NOTIFICATION:

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

Yes No *n/a*

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

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

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

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

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

GRIEVANCE PROCEDURES:

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

Yes No *N/A*

COMPLIANCE COORDINATOR:

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

Yes No *N/A*

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

POSTING NOTIFICATION:

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

Yes No *N/A*

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

SECTION 6: LIMITED ENGLISH PROFICIENCY (LEP) REQUIREMENTS

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

WARREN COUNTY CURRENTLY USES ASSIST TRANSLATION SERVICES, INC FROM COLUMBUS, OHIO FOR ALL TRANSLATION NEEDS.

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

SECTION 7: FAITH BASED ORGANIZATIONS

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

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

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

- N/A*
- a. Separate the explicitly religious activities in either time or location from the federally funded activities?
 Yes No *N/A*
- b. Ensure that participation in the explicitly religious activities is voluntary for participants in the federal funded program?
 Yes No *N/A*

Comments:

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

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

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

Yes No

Comments:

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

n/a

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

Yes No *n/a*

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

Yes No *n/a*

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

Yes No *n/a*

SECTION 8: VAWA AND OVW FUNDED PROGRAMS

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

Yes *n/a*

No Comments:

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

Yes No *n/a*

If yes, describe how the services are sex-segregated or sex specific.

n/a

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

Yes No *n/a*

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

n/a



U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by

the Office on Violence Against Women, also may apply to an award made otherwise;

- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.

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- §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

15PBJA-21-GG-00253-MUMU

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1 Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

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

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

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

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

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses,

or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

3 Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

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

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

4 Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in

situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

5 Effect of failure to address audit issues

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

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

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

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

Any materially false, fictitious, or fraudulent statement to the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

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

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

12 Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the

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

13 Requirements related to "de minimis" indirect cost rate

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

14 Determination of suitability to interact with participating minors

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

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

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

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

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's

past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

16 Compliance with DOJ Grants Financial Guide

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

17 Encouragement of policies to ban text messaging while driving

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

18 Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

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

19 Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that

may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20 Employment eligibility verification for hiring under the award

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

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

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

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

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

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

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

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. Staff involved in the hiring process

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

B. Employment eligibility confirmation with E-Verify

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

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

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

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

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

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

21 Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the

reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

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

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

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

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

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide

prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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

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

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

23 OJP Training Guiding Principles

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

24 All subawards ("subgrants") must have specific federal authorization

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

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

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25 Requirements related to System for Award Management and Universal Identifier Requirements

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

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

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

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

26 Restrictions on "lobbying"

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

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

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for

guidance, and may not proceed without the express prior written approval of OJP.

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

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

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

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

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

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

29 Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or

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more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

30 Reporting potential fraud, waste, and abuse, and similar misconduct

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

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

31 FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

32 Cooperating with OJP Monitoring

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

33 Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide; and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

34 Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

35 Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects

shared information, or provide detailed justification for why an alternative approach is recommended.

36 Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

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

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

38 Protection of human research subjects

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

39 Confidentiality of data

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

40 Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force

commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

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

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

41 Justification of consultant rate

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

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

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

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

43 The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things,

that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

44 Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

45 Establishment of trust fund

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

46 Required data on law enforcement agency training

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

47 All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports

through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

48 Expenditures prohibited without waiver

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

49 Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2020

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

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

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

CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

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

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

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

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

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

53 Certification of body armor "mandatory wear" policies

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

the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

54 Body armor - compliance with NIJ standards and other requirements

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

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

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

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

56 Withholding - Certification with respect to Federal taxes - award exceeding \$5 million (updated Aug. 2017)

The recipient may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the recipient (unless an exemption applies by operation of law, as described below)-- (1) has filed all Federal tax

returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until an Award Condition Modification (ACM) has been issued to remove this condition.

57 BJA- JAG - Withholding of funds for budget documentation

Withholding of funds: Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

Edward Byrne Memorial Justice Assistance Grant (JAG) 2021

Organization: Greater Warren County Drug Task Force

2021-JG-A01-6252

Title Page

A. Program Area: ✓ A01 - Multi-Jurisdictional Task Forces Programs
 A02 - Law Enforcement Programs
 B01 - Crime Prevention Programs
 C01 - Adult and Juvenile Corrections, Community Corrections and Reentry Programs
 D01 - Courts, Defense, Prosecution and Victim Service Programs
 D02 - Specialized Dockets
 E01 - Cross-Agency and Cross-System Collaboration, Training and Research Programs

B. Title of Project: Greater Warren County Drug Task Force

C. Project Period: 1/1/2022 to: 12/31/2022 Extension:

D. Continuation of Subgrant Number: 2020-JG-A01-6252

E. Focus of Application: City ✓ County Township Village State

F. Budget Summary:
 OCJS Funds: \$68,250.00
 Cash Match: \$22,750.00
 Inkind Match: \$0
Total Budget: \$91,000.00

See Directives for Eligibility

G. Project Director: Prefix: Mr. First Steven M.I.: C Last Arrasmith Suffix:
 Name: Arrasmith
 Title: Major (Task Force Commander) Agency: Greater Warren County Drug Task Force
 Address: 822 Memorial Drive City: Lebanon Zip: 45036 - 2385
 Phone: 513-695-0070 Ext.5850 Fax: 513-336-9097
 Email: arrasmith@wcdtf.org County: Warren

H. Implementing Prefix: Mr. First Steven M.I.: C Last Arrasmith Suffix:
 Name: Arrasmith
 Title: Major (Task Force Commander) Agency: Greater Warren County Drug Task Force
 Address: 822 Memorial Drive City: Lebanon Zip: 45036 - 2385
 Phone: 513-695-0070 Ext.5850 Fax: 513-336-0070
 Email: arrasmith@wcdtf.org County: Warren
 Website:

I. Subgrantee: Prefix: Mr. First Tom M.I.: Last Grossmann Suffix:
 Name: Grossmann
 Title: President - Board of County Commissioners Agency: Warren County, Ohio
 Address: 406 Justice Drive City: Lebanon Zip: 45036 - 2385
 Phone: 513-695-1250 Ext. Fax: 513-695-2999 Subgrantee
 Email: Tom.Grossmann@co.warren.oh.us County: Warren Tax I.D.: 316000058

Vendor ID and Address code to be completed by OCJS:

Non-State Agency OAKS Vendor ID OAKS Address Code

State Agency OAKS Vendor ID Vendor Location

Overage

Duns Number: 784327608

Primary Place of Performance:

City: Lebanon
 State: Ohio
 Zip: 45036 - 2385

54

Title Page

Split Funding

13h

Edward Byrne Memorial Justice Assistance Grant (JAG) 2021

Organization: Greater Warren County Drug Task Force

2021-JG-A01-6252

Budget Request By Resource & Cost Category

	1. Matching Funds		2. OCJS Funds	3. Total
	Cash	Inkind		
1. Personnel	\$22,750.00	\$0	\$68,250.00	\$91,000.00
2. Consultant/Contracts				\$0
3. Travel				\$0
4. Equipment				\$0
5. Supplies				\$0
6. Other Costs				\$0
7. Confidential Funds				\$0
8. Indirect Cost				\$0
9. Total Project Budget	\$22,750.00	\$0	\$68,250.00	\$91,000.00
OCJS decision				

Please list other Federal, State and Local funding sources received or projected to be received by your Agency in support of the proposed project. If funding is pending please state the projected award date.

Funding Source	Amount	Award Date	Projected Award Date (if applicable)
----------------	--------	------------	---

All listed below

What other funding sources are received by your agency in support of your overall program?

- \$182,000.00 (Ohio HIDTA - Approximate funding for covert facility rent and radio fees)
- \$142,000.00 (Warren County Commissioners - Approximate annual contribution - Used toward operating costs and salaries for Commander, Field Commander, Assistant Field Commander and Investigative Assistant)
- \$146,900.69 (DLEF Grant - Last grant award - Used toward salaries for Commander, Field Commander, Assistant Field Commander positions)
- \$50,000.00 (Recovery Ohio Grant - Used toward salaries for Commander, Field Commander, Assistant Field Commander)
- \$60,000.00 (JAG - Last grant award - Used toward salary for drug diversion detective)
- \$310,000.00 (Community Contributions - Used toward operating costs and salaries for Commander, Field Commander, Assistant Field Commander and Investigative Assistant positions)

	Amount	Percentage %
OCJS Funds Requested:	\$68,250.00	75.00
Cash Match:	\$22,750.00	25.00
In-Kind Match:	\$0	0.00
Total Project Budget:	\$91,000.00	100.00



WARREN, COUNTY OF

ALERT! This entity is only available FOR OFFICIAL USE ONLY.

DUNS Unique Entity ID 784327608	SAM Unique Entity ID VK7ZTVZ8EE51	CAGE / NCAGE 4NQ49
Purpose of Registration All Awards	Expiration Date Sep 27, 2022	Registration Status Active
Physical Address 406 Justice DR Lebanon, Ohio 45036-2385 United States	Mailing Address 406 Justice Drive Lebanon, Ohio 45036-2385 United States	

Business Information

Doing Business as OFFICE OF GRANTS ADMINISTRATION	Division Name (blank)	Division Number (blank)
Congressional District Ohio 01	State / Country of Incorporation (blank) / (blank)	URL (blank)
MPIN ****nco2		

Registration Dates

Activation Date Sep 29, 2021	Submission Date Sep 27, 2021	Initial Registration Date Feb 13, 2007
--	--	--

Entity Dates

Entity Start Date Jan 1, 1991	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

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

No

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

Not Selected

Proceedings Questions

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

No

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

Not Selected

finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
U.S. Government Entity	US Local Government	(blank)
Profit Structure		
(blank)		

Government Types

U.S. Local Government
County

Other Government Entities

Housing Authorities Public/Tribal
Planning Commission
Port Authority
Transit Authority

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset	Department Code
No	No	(blank)
Agency Location Code	Disbursing Office Symbol	
(blank)	(blank)	

Electronic Funds Transfer

EFT Indicator	CAGE Code	
0000	4NQ49	
Financial Institution	Account Type	Lock Box Number
LCNB NATIONAL BANK	Checking	(blank)
Routing Number	Account Number	
*****5708	*****29	

Automated Clearing House

Financial Institution	Phone (U.S.)	Email
LCNB NATIONAL BANK	5139321414	(blank)
Phone (non-U.S.)	Fax	
(blank)	(blank)	

Remittance Information

Merchant ID1	Merchant ID2	Accounting Station
(blank)	(blank)	(blank)

Remittance Address

WARREN COUNTY OFFICE OF GRANTS
ADMINISTRATION
406 Justice Drive
Lebanon, Ohio 45036
United States

Taxpayer Information

EIN	Type of Tax	Taxpayer Name
*****0058	Applicable Federal Tax	WARREN COUNTY BOARD OF

Address
406 Justice DR
Lebanon, Ohio 45036

Points of Contact

Accounts Receivable POC

♀
SUSANNE MASON
masosu@co.warren.oh.us
5136951210

Electronic Business

♀
Susanne Mason, Ms
masosu@co.warren.oh.us
5136951210

406 Justice Drive
Lebanon, Ohio 45036
United States

SUSANNE MASON
MASOSU@CO.WARREN.OH.US
5136951210

406 Justice Drive
Lebanon, Ohio 45036
United States

Government Business

♀
Susanne Mason
masosu@co.warren.oh.us
5136951210

406 Justice Drive
Lebanon, Ohio 45036
United States

SUSANNE MASON
MASOSU@CO.WARREN.OH.US
5136951210

406 Justice Drive
Lebanon, Ohio 45036
United States

Past Performance

♀
SUSANNE MASON
MASOSU@CO.WARREN.OH.US
5136951210

406 Justice Drive
Lebanon, Ohio 45036
United States

VICKI PERRY
perrvs@co.warren.oh.us
5136951323

406 Justice Drive
Lebanon, Ohio 45036
United States

Security Information

Company Security Level
(blank)

Highest Level Employee Security Level
(blank)

Service Classifications

NAICS Codes

Primary
Yes

NAICS Codes

926120

925120

926110

NAICS Title

Regulation And Administration Of Transportation Programs

Administration Of Urban Planning And Community And Rural
Development

Administration Of General Economic Programs

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (In accordance with 13 CFR 121) Number of Employees (in accordance with 13 CFR 121)

(blank)

(blank)

Industry-Specific

Barrels Capacity

Megawatt Hours

Total Assets

(blank)

(blank)

(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0341

Adopted Date March 08, 2022

APPROVE AMENDMENT #2 TO THE CONTRACT WITH RUMPKE WASTE & RECYCLING SERVICES FOR WASTE AND RECYCLING SERVICES FOR VARIOUS COUNTY BUILDINGS AND AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, Warren County has entered into a contract with Rumpke Waste & Recycling Services, 10795 Hughes Road, Cincinnati, OH for the waste and recycling services of various county buildings through Resolution #19-0254; and

WHEREAS, the County desires to amend the contract to reflect new prices; and

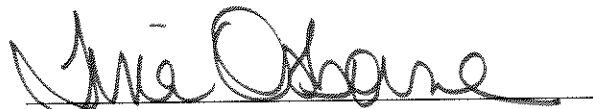
NOW THEREFORE BE IT RESOLVED, to approve Amendment #2 to the contract with Rumpke Waste & Recycling Services for the waste and recycling services of various county buildings and authorize the President and/or Vice President of this Board to sign documents relative thereto, as attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a – Rumpke Waste & Recycling Services
Solid Waste (file)

**AMENDMENT #2
TO CONTRACT FOR
WASTE & RECYCLING SERVICES**

Amendment to the contract dated February 26, 2019, Resolution # 19-0254, for the waste and recycling services for various Warren County Building locations:

By and between the County:

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

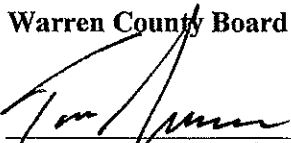
and the Service Provider:

Rumpke Consolidated Companies
10795 Hughes Road
Cincinnati, OH

Replace the proposal price (bid) sheet of the original contract with the updated attached price sheet to take affect March 1, 2022:

This Amendment agreed to by:

Warren County Board of Commissioners



Date 3/8/22

Rumpke Waste & Recycling Service



Date 2-17-22

Approved as to form:



Keith Anderson
Assistant County Prosecutor

Proposal Price (Bid) Sheet

1. In accordance with the Special Provision/Technical Specifications, the Bidder shall supply prices for the defined services.
2. Prices listed on this proposal price (bid) sheet shall remain firm throughout the contract period. No additional charges shall be applied.
3. Prices shall be typed in number and written out in the spaces provided.
4. Prices quoted shall be based on a per month charge for trash and recycling services listed below.

Size	Trash/Recycling	PUs per week	Cost	Cost Written Out
2-cubic yards	MSW	1	\$53.00	Fifty Three Dollars
2-cubic yards	MSW	2	\$85.00	Eighty Five Dollars
4-cubic yards	MSW	1	\$65.00	Sixty Five Dollars
4-cubic yards	MSW	2	\$125.00	One Hundred Twenty Five Dollars
6-cubic yards	MSW	1	\$84.00	Eighty Four Dollars
6-cubic yards	MSW	2	\$145.00	One Hundred Forty Five Dollars
8-cubic yards	MSW	1	\$90.00	Ninety Dollars
8-cubic yards	MSW	2	\$151.00	One Hundred Fifty One Dollars
95-gal cart	MSW	1	\$12.00	Twelve Dollars

Size	Trash/Recycling	PUs per week	Cost	Cost Written Out
2-cubic yards	Com Mix Recyc	1	n/a	n/a
2-cubic yards	Com Mix Recyc	2	n/a	n/a
7-cubic yards	Com Mix Recyc	1	\$67.00	Sixty Seven Dollars
7-cubic yards	Com Mix Recyc	2	\$130.00	One Hundred Thirty Dollars
8-cubic yards	Com Mix Recyc	1	\$67.00	Sixty Seven Dollars
8-cubic yards	Com Mix Recyc	2	\$130.00	One Hundred Thirty Dollars

5. Identify two days of the week to provide trash service Tuesday and Friday.

6. Identify one day of the week to provide recycling service Wednesday and N/A
7. List types of trucks and containers (front or rear load) for trash service front load
8. List types of trucks and containers (front or rear load) for recycling service front load
9. 30 Yard Roll-Off for ONLY Construction and Demolition Debris
(per pull and return, container will remain on site)

\$ 475 Four hundred seventy five dollars and zero cents

10. 30 Yard Roll-Off for ONLY Construction and Demolition Debris
(as needed basis only, container will not remain on site))

\$ 475 Four hundred seventy five dollars and zero cents

11. 30 Yard Roll-Off for general solid waste
(per pull and return, container will remain on site)

\$ 475 Four hundred seventy five dollars and zero cents

12. 30 Yard Roll-Off for general solid waste
(as needed basis only, container will not remain on site)

\$ 475 Four hundred seventy five dollars and zero cents

* All rolloff loads include cotons. Any load above 60 tons will be charged \$34.75.

Rumpke of Ohio Inc
Company Name

513-741-5273
Phone Number

Dean Jensen
Bidder's Signature

2-11-22
Date

PLEASE SUBMIT PRICE QUOTE TO:

Susanne Mason
Warren County Solid Waste Management District
406 Justice Drive
Lebanon, OH 45036

OR EMAIL TO: susanne.mason@co.warren.oh.us

Warren County Government Facilities 3-2022

Rumpke Account Number	Customer Name	Address	Type of Service	# of Containers	Size of Container	# of Service Days	New Cost per month
02-102081	County Adm	406 Justice	Trash	2	8	2	\$302.00
			recycling	1	8	1	\$67.00
02-102082	Common Pleas	500 Justice	trash	1	8	2	\$151.00
			recycling	1	8	1	\$67.00
02-102083	Justice Center	822 Memorial	trash	2	8	2	\$302.00
			recycling	2	8	1	\$67.00
			recycling	1	7	1	\$67.00
02-113599	Warren County Jail	822 Memorial	trash	2	8	2	\$302.00
02-102085	Warren County Facilities	822 Memorial	trash	1	2	2	\$85.00
02-102107	County Garage	1433 W Main	trash	1	8	1	\$90.00
			recycling	1	6	1	\$58.00
02-102084	Juvenile Court	900 Memorial	trash	1	8	2	\$151.00
			recycling	1	8	1	\$67.00
02-102033	East Street Building	416 East	trash	1	8	2	\$151.00
			recycling	1	8	1	\$67.00
02-102180	Old County Adm	320 Silver	trash	1	8	2	\$151.00
			recycling	1	8	1	\$67.00
02-102113	Water & Sewer	1200 Monroe	trash	1	8	1	\$90.00
02-102194	Lower Little Miami WWP	2086 US 22 & 3	trash	9	2	1	\$477.00
02-102194	Lower Little Miami WWP	2086 US 22 & 3	trash	1	6	1	\$84.00
57-107244	Waynesville WWTP	444 S US 42	trash	1	2	1	\$53.00
			trash	12	95gal	1	\$144.00
02-102198	Ranneker Waste WWTP	6192 Striker	trash	1	4	1	\$65.00
01-34828	Building Service Warehouse	430 East	Roll off	1	30	On call	\$475.00

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0342

Adopted Date March 08, 2022

ACKNOWLEDGE RECEIPT OF FEBRUARY 2022 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the February 2022 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. Grossmann. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file)
S. Spencer
Tina Osborne

Financial Statement for 2022 Period 2



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	134,759.75	103,741.36	0.00	238,501.11	0.00	238,501.11
7795	UNDIVIDED INDIGENT FEES	0.00	1,615.00	1,615.00	0.00	323.00	323.00
7796	MUNICIPAL ORD VIOLATION INDIGE	7,291.81	327.00	1,819.50	5,799.31	283.50	6,082.81
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	10,573.07	10,573.07	0.00	2,344.97	2,344.97
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	688,505.23	0.00	0.00	688,505.23	0.00	688,505.23
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	9,333,594.38	137,643.44	483,446.18	8,987,791.64	136,949.71	9,124,741.35
9912	FOOD SERVICE	108,875.41	161,349.00	27,237.36	242,987.05	450.00	243,437.05
9915	PLUMBING BOND-HEALTH DEPT.	6,500.00	0.00	500.00	6,000.00	500.00	6,500.00
9916	STATE REGULATED SEWAGE PROGRAM	270,271.52	6,880.25	17,354.27	259,797.50	60.00	259,857.50
9925	SOIL & WATER CONSERVATION DIST	1,102,606.15	23,695.44	58,380.61	1,067,920.98	646.98	1,068,567.96
9928	REGIONAL PLANNING	451,881.84	50,907.77	35,836.78	466,952.83	0.00	466,952.83
9938	WARREN COUNTY PARK DISTRICT	1,065,517.22	113,892.41	70,724.58	1,108,685.05	21,925.70	1,130,610.75
9944	ARMCO PARK	288,198.78	35,970.64	64,053.54	260,115.88	6,835.29	266,951.17
9953	WATER SYSTEM FUND	57,795.08	2,928.50	587.00	60,136.58	687.00	60,823.58
9954	MENTAL HEALTH RECOVERY BOARD	13,929,179.47	1,092,846.47	1,276,044.33	13,745,981.61	175,406.08	13,921,387.69
9961	HEALTH GRANT FUND	452,184.20	78,535.12	21,075.41	509,643.91	347.19	509,991.10
9963	CAMPGROUNDS	2,205.70	0.00	0.00	2,205.70	0.00	2,205.70
9976	HEALTH - SWIMMING POOL FUND	140,307.30	0.00	0.00	140,307.30	0.00	140,307.30
9977	DRUG TASK FORCE COG	564,562.54	294,792.20	3,789.89	855,564.85	163.52	855,728.37
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	27,118.36	0.00	27,118.36	0.00	27,118.36
Total		388,844,766.50	334,002,428.15	186,320,559.72	536,526,634.93	4,606,592.41	541,133,227.34

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for February, 2022 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.

Financial Statement for 2022 Period 2



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	1,495.53	1,954.13	1,475.81	1,973.85	1,475.81	3,449.66
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	235,087.67	235,087.67	8,920.91	0.00	8,920.91
7754	OHIO ELECTIONS COMMISSION FUND	0.00	400.00	400.00	0.00	400.00	400.00
7756	SEWER ROTARY	3,075.00	1,011.00	0.00	4,086.00	0.00	4,086.00
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	172,496.49	156,825.83	15,670.66	0.00	15,670.66
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	27,670.18	110.00	273.30	27,506.88	0.00	27,506.88
7766	ESCROW ROTARY	874,281.93	0.00	6,000.00	868,281.93	6,000.00	874,281.93
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	0.00	0.00	0.00	0.00	0.00	0.00
7769	BANKRUPTCY POST PETITION CONDU	7,634.02	1,354.91	0.00	8,988.93	0.00	8,988.93
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	125.00	125.00
7774	ARSON OFFENDER REGISTR FEE	220.00	0.00	0.00	220.00	0.00	220.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	44,875.50	13,391.50	40,004.25	18,262.75	15,245.25	33,508.00
7776	UNDIVIDED EVIDENCE SHERIFF	113,045.85	0.00	0.00	113,045.85	0.00	113,045.85
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	334,709.61	991,100.00	674,042.00	651,767.61	300,369.28	952,136.89
7779	UNDIVIDED DRUG TASK FORCE SEIZ	150,389.98	1,297.20	1,297.20	150,389.98	0.00	150,389.98
7781	REFUNDABLE DEPOSITS	426,491.75	12,483.94	8,607.96	430,367.73	2,641.67	433,009.40
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	19,496.82	0.00	0.00	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 2022 Period 2



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
6637	PROPERTY & CASUALTY INSURANCE	372,215.90	0.00	11,393.00	360,822.90	125.00	360,947.90
6650	GASOLINE ROTARY	232,847.76	65,749.26	90,286.27	208,310.75	0.00	208,310.75
7707	P.E.R.S. ROTARY	2,717.01	0.00	0.00	2,717.01	0.00	2,717.01
7708	TOWNSHIP FUND	0.00	3,978,899.51	1,478,899.51	2,500,000.00	0.00	2,500,000.00
7709	CORPORATION FUND	2,579.27	874,127.91	872,563.00	4,144.18	0.00	4,144.18
7713	WATER-SEWER ROTARY FUND	178,807.58	3,504,756.78	3,315,795.90	367,768.46	64,033.39	431,801.85
7714	PAYROLL ROTARY	460,408.87	3,500,907.08	3,635,496.42	325,819.53	710,031.66	1,035,851.19
7715	NON PARTICIPANT ROTARY	13,515.60	2,703.12	0.00	16,218.72	0.00	16,218.72
7716	SCHOOL	0.00	84,718,000.00	60,258,000.00	24,460,000.00	0.00	24,460,000.00
7717	UNDIVIDED GENERAL TAX	14,255,659.31	215,718,859.18	89,270,855.32	140,703,663.17	46,324.70	140,749,987.87
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	18,146.86	17,398.57	0.00	35,545.43	0.00	35,545.43
7720	LOCAL GOVERNMENT FUND	0.00	469,388.39	469,388.39	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	110,000.00	70,000.00	40,000.00	0.00	40,000.00
7722	CIGARETTE LICENSE TAX	180.94	0.00	0.00	180.94	0.00	180.94
7723	GASOLINE TAX	0.00	528,741.64	528,741.64	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	132,567.36	393.19	0.00	132,960.55	0.00	132,960.55
7725	UNDIVIDED WIRELESS 911 GOV ASS	16,957.12	38,752.81	36,333.53	19,376.40	0.00	19,376.40
7726	MOTOR VEHICLE LICENSE TAX	0.00	972,296.05	972,296.05	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	3,013.50	536,212.83	0.00	539,226.33	8,438.51	547,664.84
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	0.00	0.00	0.00	0.00	0.00	0.00
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00
7741	LIFE INSURANCE	22,894.66	10,542.00	10,732.59	22,704.07	0.00	22,704.07
7742	LIBRARIES	0.00	545,321.77	545,321.77	0.00	0.00	0.00

Financial Statement for 2022 Period 2



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
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	5,576,716.17	0.00	1,800.00	5,574,916.17	1,800.00	5,576,716.17
4479	AIRPORT CONSTRUCTION	991,968.91	0.00	24,226.63	967,742.28	0.00	967,742.28
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	1,059,352.58	0.00	0.00	1,059,352.58	0.00	1,059,352.58
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	4,250,379.98	0.00	0.00	4,250,379.98	0.00	4,250,379.98
4493	REDEVELOPMENT TAX EQUIV FUND	387,896.21	0.00	15,987.90	371,908.31	0.00	371,908.31
4494	COURTS BUILDING	7,837,107.04	0.00	0.00	7,837,107.04	0.00	7,837,107.04
4495	JAIL CONSTRUCTION SALES TAX	14,865,846.70	1,118,323.38	3,876,704.32	12,107,465.76	0.00	12,107,465.76
4496	JUVENILE DETENTION ADDN & RENO	281,460.94	0.00	36,270.00	245,190.94	0.00	245,190.94
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	472,507.59	0.00	0.00	472,507.59	0.00	472,507.59
5510	WATER REVENUE	31,675,689.72	1,661,779.05	1,133,111.88	32,204,356.89	259,548.38	32,463,905.27
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	1,167,143.07	1,219.14	51,421.04	1,116,941.17	9,019.43	1,125,960.60
5580	SEWER REVENUE	31,163,929.76	1,564,403.78	682,014.42	32,046,319.12	141,255.52	32,187,574.64
5581	SEWER IMPROV-WC VOCATIONAL SCH	256,188.70	0.00	0.00	256,188.70	0.00	256,188.70
5583	WATER CONST PROJECTS	7,962,117.39	341,654.86	1,966,255.86	6,337,516.39	1,070,388.73	7,407,905.12
5590	STORM WATER TIER 1	109,600.17	0.00	10,661.78	98,938.39	0.00	98,938.39
6619	VEHICLE MAINTENANCE ROTARY	203,644.65	18,467.07	23,396.37	198,715.35	517.61	199,232.96
6630	SHERIFF'S POLICING REVOLV FUND	1,356,882.53	0.00	676,622.97	680,259.56	0.00	680,259.56
6631	COMMUNICATIONS ROTARY	307,523.45	3,209.92	0.00	310,733.37	0.00	310,733.37
6632	HEALTH INSURANCE	2,495,100.90	956,581.55	1,169,233.69	2,282,448.76	70,124.47	2,352,573.23
6636	WORKERS COMP SELF INSURANCE	1,460,599.15	1,235.96	45,444.84	1,416,390.27	6,626.35	1,423,016.62

Financial Statement for 2022 Period 2



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2295	TACTICAL RESPONSE UNIT	19,009.42	0.00	625.00	18,384.42	0.00	18,384.42
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCMT & EDUCATN 4511.19G5A	131,590.43	468.00	0.00	132,058.43	0.00	132,058.43
2298	REHAB INC FUNDS	72,376.74	0.00	0.00	72,376.74	0.00	72,376.74
2299	COUNTY TRANSIT	1,351,752.86	6,348.33	74,997.85	1,283,103.34	0.00	1,283,103.34
3327	BOND RETIREMENT SPECIAL ASSMT	40,472.72	0.00	0.00	40,472.72	0.00	40,472.72
3360	STATE OPWC LOAN	0.00	0.00	0.00	0.00	0.00	0.00
3368	2013 RADIO SYSTEM BONDS	0.00	0.00	0.00	0.00	0.00	0.00
3384	TAX INCREMENT FINANCING - P&G	441,999.78	0.00	0.00	441,999.78	0.00	441,999.78
3393	RID BOND GREENS OF BUNNEL	2,887,063.38	0.00	0.00	2,887,063.38	0.00	2,887,063.38
3395	JAIL BONDS 2019	479.09	0.00	0.00	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	6,229.04	45,116.92	45,116.92	6,229.04	0.00	6,229.04
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	0.00	0.00	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	826,865.03	51,693.37	71,910.00	806,648.40	621,913.00	1,428,561.40
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	21,050,000.00	0.00	0.00	21,050,000.00	0.00	21,050,000.00
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	472,786.11	0.00	39,337.90	433,448.21	0.00	433,448.21

Financial Statement for 2022 Period 2



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2268	INDIGENT GUARDIANSHIP FUND	244,695.75	1,590.00	0.00	246,285.75	0.00	246,285.75
2269	INDIGENT DRIVER ALCOHOL TREATM	674,129.68	5,106.29	0.00	679,235.97	0.00	679,235.97
2270	JUVENILE TREATMENT CENTER	244,279.35	253,050.00	101,461.70	395,867.65	144.33	396,011.98
2271	DTAC-PROSECUTOR ORC 321.261	169,170.64	0.00	14,394.19	154,776.45	0.00	154,776.45
2272	CP INDIGENT DRVR ALC TREATMT	38,663.18	0.00	0.00	38,663.18	0.00	38,663.18
2273	CHILDREN SERVICES	10,332,172.87	553,831.50	552,936.02	10,333,068.35	187,526.13	10,520,594.48
2274	COUNTY COURT COMPUTR 1907.261A	73,255.42	900.00	304.26	73,851.16	0.00	73,851.16
2275	COUNTY CRT CLK COMP 1907.261B	41,579.90	2,205.08	0.00	43,784.98	0.00	43,784.98
2276	PROBATE COMPUTER 2101.162	92,917.76	459.00	0.00	93,376.76	0.00	93,376.76
2277	PROBATE CLERK COMPUTR 2101.162	254,719.01	1,530.00	0.00	256,249.01	0.00	256,249.01
2278	JUVENILE CLK COMPUTR 2151.541	33,145.96	963.70	0.00	34,109.66	0.00	34,109.66
2279	JUVENILE COMPUTER 2151.541	43,383.15	292.43	0.00	43,675.58	0.00	43,675.58
2280	COMMON PLEAS COMPUTER 2303.201	68,886.74	1,332.00	0.00	70,218.74	0.00	70,218.74
2281	DOMESTIC REL COMPUTER 2301.031	9,344.94	306.00	209.67	9,441.27	0.00	9,441.27
2282	CLERK COURTS COMPUTER 2303.201	143,604.22	5,128.00	14,538.00	134,194.22	0.00	134,194.22
2283	COUNTY CT SPEC PROJ 1907.24B1	1,953,301.80	16,670.49	4,767.69	1,965,204.60	173.69	1,965,378.29
2284	COGNITIVE INTERVENTION PROGRAM	420,800.82	5,853.90	7,340.65	419,314.07	759.75	420,073.82
2285	CONCEALED HANDGUN LICENSE	805,248.34	7,403.75	5,844.70	806,807.39	185.98	806,993.37
2286	SHERIFF-DRUG LAW ENFORCEMENT	10,676.87	0.00	207.97	10,468.90	2,551.21	13,020.11
2287	SHERIFF-LAW ENFORCEMENT TRUST	119,057.23	0.00	2,826.09	116,231.14	0.00	116,231.14
2288	COMM BASED CORRECTIONS DONATIO	11,320.41	0.00	0.00	11,320.41	0.00	11,320.41
2289	COMMUNITY BASED CORRECTIONS	485,880.74	0.00	54,471.67	431,409.07	500.00	431,909.07
2290	HAZ MAT EMERG PLAN SPEC FUND	27,122.84	0.00	27,118.36	4.48	0.00	4.48
2291	SHERIFF-D.A.R.E. PROGRAM	1,436.14	0.00	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	12,982.00	0.00	0.00	12,982.00	0.00	12,982.00
2294	SHERIFF DARE LAW ENFORC GRANT	30,679.91	0.00	0.00	30,679.91	0.00	30,679.91

Financial Statement for 2022 Period 2



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2233	DOMESTIC SHELTER	2,577.00	2,262.00	0.00	4,839.00	0.00	4,839.00
2237	REAL ESTATE ASSESSMENT	7,265,842.46	2,650.00	93,298.92	7,175,193.54	47,825.25	7,223,018.79
2238	WORKFORCE INVESTMENT BOARD	221,696.18	23,554.80	213,854.00	31,396.98	6,250.00	37,646.98
2243	JUVENILE GRANTS	329,477.64	0.00	0.00	329,477.64	0.00	329,477.64
2245	CRIME VICTIM GRANT FUND	24,951.10	3,046.87	3,897.64	24,100.33	0.00	24,100.33
2246	JUVENILE INDIGENT DRIVER ALCOH	20,792.34	52.50	0.00	20,844.84	0.00	20,844.84
2247	FELONY DELINQUENT CARE/CUSTODY	580,141.86	0.00	87,192.97	492,948.89	986.42	493,935.31
2248	TAX CERTIFICATE ADMIN FUND	28,858.49	0.00	0.00	28,858.49	0.00	28,858.49
2249	DTAC-DELINQ TAX & ASSESS COLLE	607,989.32	520.00	13,845.16	594,664.16	342.72	595,006.88
2250	CERT OF TITLE ADMIN FUND	3,180,794.64	170,361.33	90,990.21	3,260,165.76	727.89	3,260,893.65
2251	COAP GRANT - OPIOD ABUSE PROG	0.00	0.00	0.00	0.00	0.00	0.00
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	70,422.35	0.00	23,463.67	46,958.68	4,268.96	51,227.64
2255	MUNICIPAL VICTIM WITNESS FUND	127,690.89	0.00	6,330.88	121,360.01	0.00	121,360.01
2256	WARREN COUNTY SOLID WASTE DIST	1,178,154.64	9,177.95	11,755.73	1,175,576.86	853.79	1,176,430.65
2257	OHIO PEACE OFFICER TRAINING	80,097.00	0.00	0.00	80,097.00	0.00	80,097.00
2258	WORKFORCE INVESTMENT ACT FUND	78,480.26	23,600.40	36,618.75	65,461.91	90.00	65,551.91
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	101,526.16	0.00	101,326.15	200.01	0.00	200.01
2262	COMMUNITY CORRECTIONS MONITORI	754,200.00	26,858.91	24,610.00	756,448.91	150.00	756,598.91
2263	CHILD SUPPORT ENFORCEMENT	1,077,290.58	210,888.80	232,817.03	1,055,362.35	2,120.72	1,057,483.07
2264	EMERGENCY MANAGEMENT AGENCY	327,342.97	0.00	19,004.02	308,338.95	756.08	309,095.03
2265	COMMUNITY DEVELOPMENT	282,697.32	276,725.49	24,290.37	535,132.44	0.00	535,132.44
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	23,502.75	0.00	0.00	23,502.75	0.00	23,502.75

Financial Statement for 2022 Period 2



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	69,599,793.20	5,648,011.81	5,612,899.75	69,634,905.26	298,737.50	69,933,642.76
2201	SENIOR CITIZENS SERVICE LEVY	12,713,590.66	0.00	524,244.92	12,189,345.74	0.00	12,189,345.74
2202	MOTOR VEHICLE	7,028,185.49	1,151,168.31	436,303.13	7,743,050.67	50,541.27	7,793,591.94
2203	HUMAN SERVICES	1,245,149.72	27,230.75	533,260.57	739,119.90	25,177.62	764,297.52
2204	COVID19 EMERGENCY RENTAL ASSIS	7,080,555.93	0.00	373,691.27	6,706,864.66	135,157.51	6,842,022.17
2205	BOARD OF DEVELOPMENTAL DISABIL	40,190,323.09	174,654.95	1,442,399.26	38,922,578.78	127,721.45	39,050,300.23
2206	DOG AND KENNEL	877,274.79	89,348.09	27,856.54	938,766.34	3,627.61	942,393.95
2207	LAW LIBRARY RESOURCES FUND	140,237.34	24,402.31	12,090.99	152,548.66	7,561.17	160,109.83
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	10,144,364.90	0.00	568,711.36	9,575,653.54	0.00	9,575,653.54
2215	VETERAN'S MEMORIAL	6,899.34	0.00	0.00	6,899.34	0.00	6,899.34
2216	RECORDER TECH FUND 317.321	469,013.22	10,452.00	9,791.02	469,674.20	5,740.66	475,414.86
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	685,463.24	10,862.50	12,668.00	683,657.74	12,668.00	696,325.74
2219	WIRELESS 911 GOVERNMENT ASSIST	399,421.19	19,376.41	12,736.98	406,060.62	0.00	406,060.62
2220	CP INDIGENT DRVR INTRLK/MONITG	9,327.50	95.26	0.00	9,422.76	0.00	9,422.76
2221	CC/MC INDIGENT DRIVER INTERLOC	119,958.90	585.25	0.00	120,544.15	0.00	120,544.15
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	281,089.28	2,398.68	0.00	283,487.96	0.00	283,487.96
2224	COMMON PLEAS SPECIAL PROJECTS	251,223.89	10,295.00	1,620.00	259,898.89	120.00	260,018.89
2227	PROBATION SUPERVISION 2951.021	737,419.60	9,363.00	0.00	746,782.60	0.00	746,782.60
2228	MENTAL HEALTH GRANT	122,509.69	7,500.00	0.00	130,009.69	0.00	130,009.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	2,667,582.37	46,657.79	0.00	2,714,240.16	0.00	2,714,240.16
2231	CO LODGING ADD'L 1%	64,726.32	56,662.71	68,568.82	52,820.21	0.00	52,820.21
2232	COUNTY LODGINGS TAX (FKA 7731)	194,178.86	169,987.85	205,706.34	158,460.37	0.00	158,460.37

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0343

Adopted Date March 08, 2022

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 3/1/22 and 3/3/22, as attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 22-0344

Adopted Date March 08, 2022

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN WOODGROVE SECTION TWO-A SITUATED IN CLEARCREEK TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	22-009 (W/S)
Development	:	Woodgrove Section Two-A
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Clearcreek
Amount	:	\$16,349.68
Surety	:	The Hanover Insurance Company (No. 1092288)

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd, Suite 100, Cincinnati, OH 45249
The Hanover Insurance Company, 440 Lincoln Street, Worcester, MA 01653
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.
22-009 (w/s)
Bond #1092288

This Agreement made and concluded at Lebanon, Ohio, by and between M/I Homes of Cincinnati, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and The Hanover Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Woodgrove Subdivision, Section/Phase 2A (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 \$163,496.80, and that the Improvements that have yet to be completed and approved may be constructed in the sum of Zero (\$0); and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within One (1) 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 \$16,349.68 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:

M/I Homes of Cincinnati, LLC

9349 Waterstone Blvd., Suite 100

Cincinnati, OH 45249

Ph. (513) 248 - 5400

D. To the Surety:

The Hanover Insurance Company

440 Lincoln Street

Worcester, MA 01653

Ph. (508) 823 - 7200

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

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

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

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

Original Escrow Letter (attached)

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

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

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

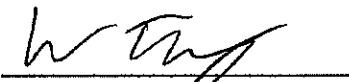
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

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

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

DEVELOPER:

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

SIGNATURE: 


PRINTED NAME: Mac Donagh W. Taylor

TITLE: Corporate Counsel

DATE: 2/14/2022

SURETY:

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

SIGNATURE: 

PRINTED NAME: Denise Nelson

TITLE: Attorney-In-Fact

DATE: February 11, 2022

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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 22-0344, dated 3/8/22.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 3/8/22

RECOMMENDED BY:

By: [Signature]
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
ASSAULT COUNTY PROSECUTOR, Adam Nice

Key:

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

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Julieann Johnston, Denise Nelson, Deborah L. Williams, Michael D. Ward, Stephanie McQuillen and/or Shelley M. Kuhn Of Huntington Insurance, Inc. of Columbus, OH each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below;

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

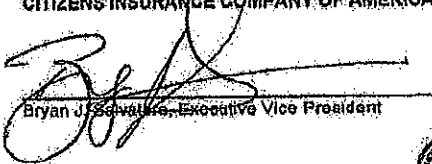
RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 29th day of July, 2021.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

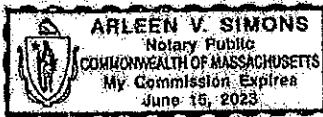

Bryan J. Salvatico, Executive Vice President


James H. Kawlecki, Vice President



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 29th day of July, 2021 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 11th day of February, 2022

CERTIFIED COPY

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

John A. Rowedder, Vice President

Resolution

Number 22-0345

Adopted Date March 08, 2022

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN WOODGROVE, SECTION TWO-A SITUATED IN CLEARCREEK TOWNSHIP

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

SECURITY AGREEMENT

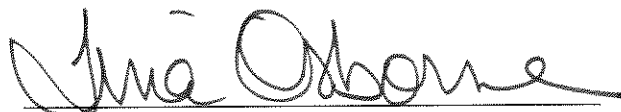
Bond Number	:	22-009 (P/S)
Development	:	Woodgrove, Section Two-A
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Clearcreek
Amount	:	\$87,314.86
Surety Company	:	The Hanover Insurance Company (1092287)

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

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

Resolution adopted this 8th day of March 2022.

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
(including Sidewalks)**

Security Agreement No.
22-009 (P/S)
Bond # 1092287

This Agreement made and concluded at Lebanon, Ohio, by and between _____
M/I Homes of Cincinnati, LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
The Hanover Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in _____
Woodgrove **Subdivision, Section/Phase** Two-A (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 \$436,574.32,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$51,318.80; 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 \$87,314.86 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 One (1) 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 \$87,314.86 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

M/I Homes of Cincinnati, LLC

9349 Waterstone Blvd., Suite 100

Cincinnati, OH 45249

Ph. (513) 248-5400

D. To the Surety:

The Hanover Insurance Company

440 Lincoln Street

Worcester, MA 01653

Ph. (508) 823 - 7200

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)

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

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

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

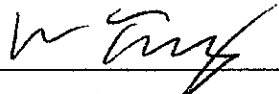
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

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

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

DEVELOPER:

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

SIGNATURE: 

PRINTED NAME: Mac Donald L. Taylor

TITLE: Corporate Counsel

DATE: 2/14/2022

SURETY:

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

SIGNATURE: 

PRINTED NAME: Denise Nelson

TITLE: Attorney-In-Fact

DATE: February 11, 2022

[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 22-0345, dated 3/8/22.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 3/8/22

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
Asst. COUNTY PROSECUTOR, Adam Nice

Key:

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

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint

Juleann Johnston, Denise Nelson, Deborah L. Williams, Michael D. Ward, Stephanie McQuillen and/or Shelley M. Kuhn Of Huntington Insurance, Inc. of Columbus, OH each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

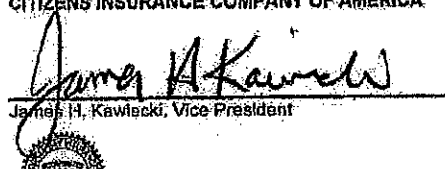
RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 29th day of July, 2021.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

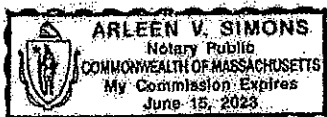

Bryan J. Salvatore, Executive Vice President


James H. Kawlecki, Vice President



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 29th day of July, 2021 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 11th day of February, 2022

CERTIFIED COPY

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

John A. Rowedder, Vice President

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Juleann Johnston, Denise Nelson, Deborah L. Williams, Michael D. Ward, Stephanie McQuillen and/or Shelley M. Kuhn Of Huntington Insurance, Inc. of Columbus, OH each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

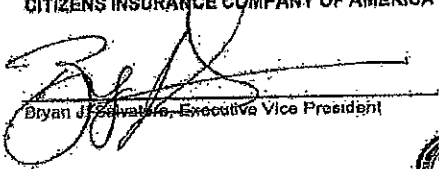
RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

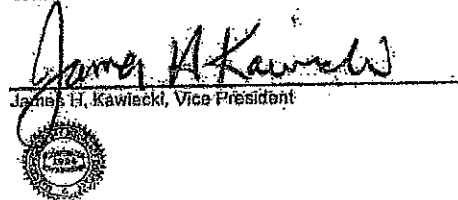
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IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 29th day of July, 2021.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

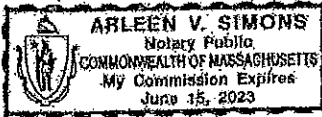

Bryan J. Salvatore, Executive Vice President

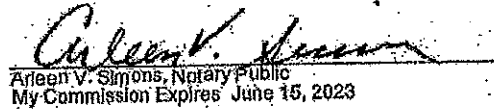

James H. Kawiecki, Vice President



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 29th day of July, 2021 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 11th day of February, 2022

CERTIFIED COPY

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

John A. Rowedder, Vice President

Resolution

Number 22-0346

Adopted Date March 08, 2022

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH HOME RUN DEVELOPMENT, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE TRAILS OF GREYCLIFF SECTION 8A SITUATED IN FRANKLIN TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	22-008 (W/S)
Development	:	The Trails of Greycliff Section 8A
Developer	:	Home Run Development, LLC
Township	:	Franklin
Amount	:	\$117,609.70
Surety Company	:	Frankenmuth Mutual Insurance Company (SUR0005025)

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Home Run Development, 562 N. Main Street, Springboro, OH 45066
Frankenmuth Mutual Insurance Company, 1 Mutual Avenue, Frankenmuth, MI 48787
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

22-008 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Home Run Development LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Frankenmuth Mutual Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in The Trails of Greycliff Subdivision, Section/~~Plane~~ 8A (3) (hereinafter the "Subdivision") situated in Franklin (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$1,176,097.41, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$ 0; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within two (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 \$117,609.70 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:

Home Run Development, LLC

Austin Kaiser

562 N. Main St.

Springboro, OH 45066

Ph. (937) 903 - 2680

D. To the Surety:

Frankenmuth Mutual Insurance Company

1 Mutual Avenue

Frankenmuth, MI 48787

Ph. (800) 234 - 1133

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.

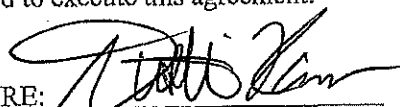
IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

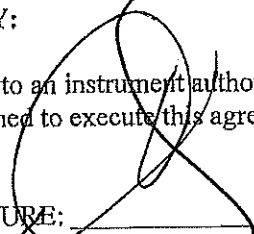
Home Run Development, LLC
DEVELOPER:

Frankenmuth Mutual Insurance Company
SURETY:

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

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: AUSTIN KAISER

PRINTED NAME: Craig Sherman

TITLE: Developer

TITLE: Attorney-in-Fact

DATE: 3/14/22

DATE: January 31, 2022

[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 22-0346, dated 3/8/22.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Tom Grossmann

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 3/8/22

RECOMMENDED BY:

By: Craig Borch
SANITARY ENGINEER

APPROVED AS TO FORM:

By: Kathryn M. Howard
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

STATE OF ILLINOIS ((SS
COUNTY OF COOK ((

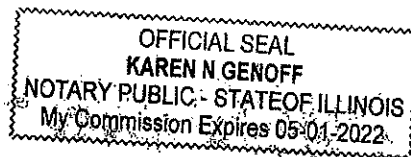
I, Karen N. Genoff A Notary of Public of Cook County, State of Illinois do Hereby Certify that Craig Sherman Attorney in Fact of Frankenmuth Mutual Insurance Company Who is Personally Known to me to be the Same Person Whose Name is Subscribed to the Foregoing Instrument, Appeared Before Me This Day in person and Acknowledged That he Signed, Sealed, and Delivered Said Instrument, For and on Behalf of Frankenmuth Mutual Insurance Company Incorporated in the State of Michigan for the Uses and Purposes Therein Set Forth.

Given Under My Hand and Notarial Seal at My Office in Northfield, Illinois in Said County This

31st Day of January , 2022

My Commission Expires


NOTARY Karen N. Genoff



FRANKENMUTH MUTUAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Craig Sherman, Ted Sherman, Karen Genoff, Helen Nadirsha

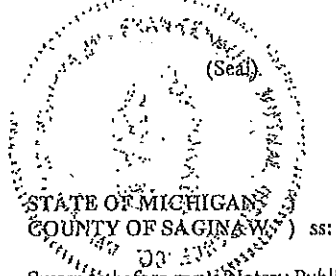
Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.



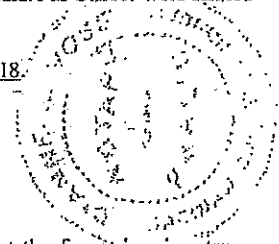
Frankenmuth Mutual Insurance Company

By [Signature] Frederick A. Edmond, Jr., President and Chief Operating Officer

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

[Signature] (Seal) Dianne L. Voss, Notary Public, Saginaw County, State of Michigan, My Commission Expires July 23, 2024



I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 31st day of January, 2022

[Signature] Andrew H. Knudsen, Vice President

Resolution

Number 22-0347

Adopted Date March 08, 2022

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH HOME RUN DEVELOPMENT, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE TRAILS OF GREYCLIFF, SECTION 8A SITUATED IN FRANKLIN TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	22-006 (P/S)
Development	:	The Trails of Greycliff, Section 8A
Developer	:	Home Run Development, LLC
Township	:	Franklin
Amount	:	\$390,375.27
Surety Company	:	Frankenmuth Mutual Insurance Co. (SUR0005024)

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

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

Resolution adopted this 8th day of March 2022.

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
(including Sidewalks)**

Security Agreement No.

22-006 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Home Run Development, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Frankenmuth Mutual Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in The Trails of Greycliff Subdivision, Section/Phase 8A (3) (hereinafter the "Subdivision") situated in Franklin (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$1,479,387.73, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$300,288.67; 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 \$390,375.27 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 3 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 \$295,877.55 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

Home Run Development, LLC

Austin Kaiser

562 N. Main Street

Springboro, OH 45066

Ph. (937) 903 - 2680

D. To the Surety:

Frankenmuth Mutual Insurance Company

1 Mutual Avenue

Frankenmuth, MI 48787

Ph. (800) 234 - 1133

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.

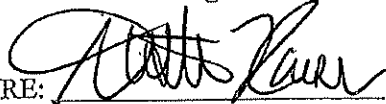
IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

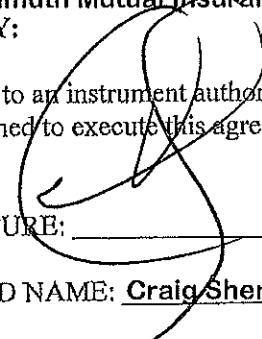
Home Run Development, LLC
DEVELOPER:

Frankenmuth Mutual Insurance Company
SURETY:

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

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

SIGNATURE: 


 SIGNATURE: _____

PRINTED NAME: AUSTIN KAISER

PRINTED NAME: Craig Sherman

TITLE: Developer

TITLE: Attorney-in-Fact

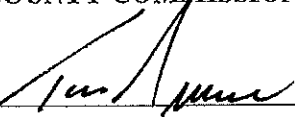
DATE: 3/14/22

DATE: January 31, 2022

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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 22-0347, dated 3/8/22.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossmann


TITLE: President

DATE: 3/8/22

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

STATE OF ILLINOIS ((SS
COUNTY OF COOK ((

I, Karen N. Genoff A Notary of Public of Cook County, State of Illinois do Hereby Certify that Craig Sherman Attorney in Fact of Frankenmuth Mutual Insurance Company Who is Personally Known to me to be the Same Person Whose Name is Subscribed to the Foregoing Instrument, Appeared Before Me This Day in person and Acknowledged That he Signed, Sealed, and Delivered Said Instrument, For and on Behalf of Frankenmuth Mutual Insurance Company Incorporated in the State of Michigan for the Uses and Purposes Therein Set Forth.

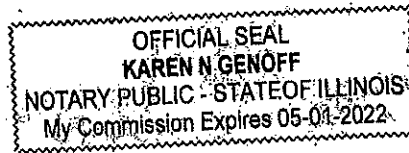
Given Under My Hand and Notarial Seal at My Office in Northfield, Illinois in Said County This

31st Day of January , 2022

My Commission Expires



NOTARY Karen N. Genoff



FRANKENMUTH MUTUAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Craig Sherman, Ted Sherman, Karen Genoff, Helen Nadirsha

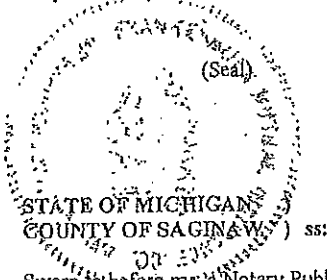
Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.



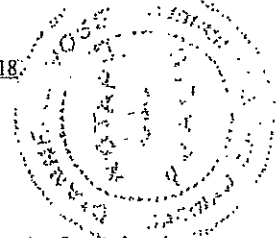
Frankenmuth Mutual Insurance Company

By [Signature]
Frederick A. Edmond, Jr.,
President and Chief Operating Officer

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

[Signature] (Seal)
Dianne L. Voss, Notary Public
Saginaw County, State of Michigan
My Commission Expires July 23, 2024



I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 31st day of January, 2022

[Signature]

Andrew H. Knudsen, Vice President

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO THE DIRECTOR OF SURETY, 701 US ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0348

Adopted Date March 08, 2022

APPROVE VARIOUS RECORD PLATS

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

- The Trails of Greycliff, Section 8A - Franklin Township
- Woodgrove, Section Two-A – Clearcreek Township

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0349

Adopted Date March 08, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT
SPECIAL PROJECTS #2224

BE IT RESOLVED, to approve the following supplemental appropriation:


\$ 25,000.00 into #22241220-5318 (Data Bd. Approval – Non Capital)

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 22-0350

Adopted Date March 08, 2022

APPROVE APPROPRIATION ADJUSTMENTS AND AN OPERATIONAL TRANSFER FOR COUNTY COMMISSIONERS' FUND #11011110

WHEREAS, an Operational Transfer is necessary in order to process payment for interest and principal for the Radio System debt; and

NOW THEREFORE IT BE IT RESOLVED, to approve the following operational transfer to process payment for interest and principal for the Radio Systems debt:

Appropriation Adjustments

\$ 14,253.75 from 11011110-5511 (Commissioners - Interest)
into 11011110-5997 (Commissioners - Operational Transfer)

\$905,000.00 from 11011110-5512 (Commissioners - Principal)
into 11011110-5997 (Commissioners - Operational Transfer)

Operational Transfer

\$919,253.75 from #11011110-5997 (Commissioners - Operational Transfer)
into #3368-49000 (Radio Bond - Distributions/Transfers)

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Operational Trans. File
Commissioners' file
OMB

Resolution

Number 22-0351

Adopted Date March 08, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO COMMON PLEAS COURT FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Common Pleas Court #11011120 in order to reflect the correct dollar amount for Andrew Hasselbach former employee of Common Pleas Court sick leave payout:

\$17.00	from	#11011110-5881	(Commissioners - Sick Leave Payout)
	into	#11011120-5881	(Common Pleas Court - Sick Leave Payout)

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0352

Adopted Date March 08, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN TREASURERS' OFFICE FUND
11011130

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,000.00 from #11011130-5102 (Regular Salaries)
 into #11011130-5370 (Software Non Data Board)

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor
Appropriation Adj. file
Treasurer (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0353

Adopted Date March 08, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
SERVICES #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 4,000.00	from	#11011223-5400	(Purchased Services)
	into	#11011223-5317	(Non-Capital Purchases)

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas Court (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0354

Adopted Date March 08, 2022

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

BE IT RESOLVED, to approve the following appropriation adjustment:

\$262.00	from	#11012300-5910	(Other Expense)
	into	#11012300-5317	(Non-Capital Purchases)

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 22-0355

Adopted Date March 08, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM TELECOMMUNICATIONS
DEPARTMENT FUND #11012812 INTO #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

\$200,000.00 from #11012812-5400 (TEL Data Purchased Services)
into #11012810-5370 (TEL Software Non-Data Board)

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0356

Adopted Date March 08, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation adjustment:

\$100,000.00 from #44923814-5320 (TEL Capital Purchases)
 into #4492-38195410 (TEL Contracts BOCC Approved)

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0357

Adopted Date March 08, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN BOARD OF DEVELOPMENTAL
DISABILITIES FUND 2205

BE IT RESOLVED, to approve the following appropriation adjustment:

\$50,000.00	from	22056710-5400	(Purchased Services)
	into	22056710-5421	(Rent/Lease)

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Developmental Disabilities (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0358

Adopted Date March 08, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN LAW LIBRARY RESOURCES
FUND 2207

BE IT RESOLVED, to approve the following appropriation adjustments:

\$258,500.00 from #22071291-5400 (Purchased Services)
into #22071291-5370 (Software Non-Data Board)

\$ 59,000.00 from #22071291-5400 (Purchased Services)
into #22071291-5210 (Material & Supplies)

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adjustment file
Law Library (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0359

Adopted Date March 08, 2022

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

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

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

Resolution adopted this 8th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc:

Commissioners' file

Department	Vendor Name		Amount
ENG	ENG. TEMP ENTRANCE AND WORK AG	REQ BLANKET VENDOR	1.00
ENG	ENG. TEMP ENT WITH TODD B. & MI	REQ BLANKET VENDOR	1.00
ENG	ENG. TEMP EASE FAIRCHILD TRUST	REQ BLANKET VENDOR	1.00
BOC	BOC WORKERS COMP CONSULTATION	GRAYDON HEAD & RITCHEY LLP	2,500.00

3/8/2022 APPROVED:



Tiffany Zindel, County Administrator