

Resolution

Number 20-1134

Adopted Date August 18, 2020

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO ANGELA TIPTON, WASTEWATER TREATMENT PLANT OPERATOR III, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Angela Tipton, Wastewater Treatment Plant Operator III; and

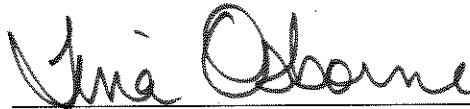
NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Angela Tipton not to exceed twelve (12) weeks; pending further documentation from Ms. Tipton's physician.

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
A. Tipton's FMLA file
OMB- Sue Spencer

Resolution

Number 20-1135

Adopted Date August 18, 2020

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO NOLAN COOK,
ASSISTANT CHIEF MECHANIC, WITHIN THE WARREN COUNTY GARAGE

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Nolan Cook,
Assistant Chief Mechanic; and

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

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Garage (file)
N. Cook's FMLA file
OMB- Sue Spencer

Resolution

Number 20-1136

Adopted Date August 18, 2020

AMEND RESOLUTION #20-1045, APPROVING THE HIRING OF JAMES M. BLAIR, AS SEWER COLLECTIONS WORKER WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Resolution #20-1045, adopted July 28, 2020, has a start date of August 27, 2020, the correct start date is August 17, 2020; and

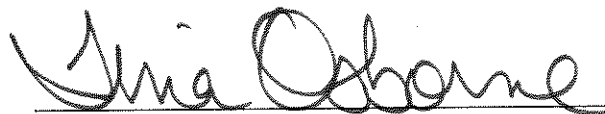
NOW THEREFORE BE IT RESOLVED, to amend resolution #20-1045, adopted July 28, 2020 to correct the start date to, August 17, 2020.

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: OMB – Sue Spencer
J. Blair's Personnel file
Water and Sewer (file)

Resolution

Number 20-1137

Adopted Date August 18, 2020

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF JERRY SPURLING, CHIEF BUILDING OFFICIAL, WITHIN THE BUILDING AND ZONING DEPARTMENT, EFFECTIVE OCTOBER 31, 2020

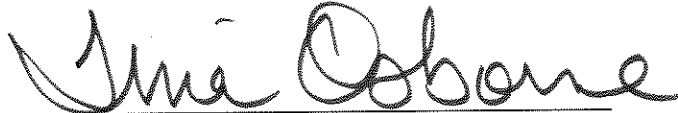
BE IT RESOLVED, to accept the resignation, due to retirement, of Jerry Spurling, Chief Building Official, within the Building and Zoning Department effective October 31, 2020.

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building/Zoning (file)
J. Spurling's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 20-1138

Adopted Date August 18, 2020

AUTHORIZE THE POSTING OF THE "ADMINISTRATIVE SUPPORT" POSITION, WITHIN THE WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for the "Administrative Support" position within the Telecommunications Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Administrative Support" 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 August 13, 2020.

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1139

Adopted Date August 18, 2020

ACCEPT RESIGNATION OF WILLIAM BRENNAN, WATER TREATMENT PLANT TECHNICIAN, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE AUGUST 10, 2020

BE IT RESOLVED, to accept the resignation of William Brennan, Water Treatment Plant Technician, within the Water and Sewer Department, effective August 10, 2020.

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
William Brennan's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 20-1140

Adopted Date August 18, 2020

ACCEPT RESIGNATION OF ERIC HADDIX, WASTEWATER SYSTEMS CHIEF OPERATOR, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE AUGUST 11, 2020

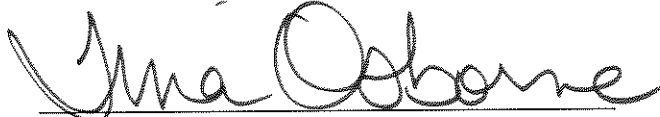
BE IT RESOLVED, to accept the resignation of Eric Haddix, Wastewater Systems Chief Operator, within the Warren County Water and Sewer Department, effective August 11, 2020.

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 20-1141

Adopted Date August 18, 2020

AUTHORIZE THE POSTING OF THE "WATER TREATMENT TECHNICIAN OR WATER TREATMENT PLANT OPERATOR I" 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 "Water Treatment Technician or Water Treatment Plant Operator I" position depending on qualifications within the Water and Sewer Department; and

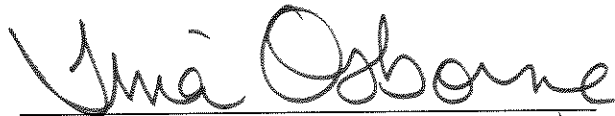
NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Water Treatment Technician or Water Treatment Plant Operator I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning August 13, 2020.

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Water/Sewer (File)
OMB-Sue Spencer
T. Reier

Resolution

Number 20-1142

Adopted Date August 18, 2020

APPROVE RECLASSIFICATION OF BROOKE IRWIN FROM PROTECTIVE SERVICES CASEWORKER I TO PROTECTIVE SERVICES CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Brooke Irwin has completed the required CORE training for the Protective Services Caseworker II position and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Brooke Irwin to the position of Protective Services Caseworker II, non-exempt, pay range #8, \$18.49 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning August 15, 2020; and

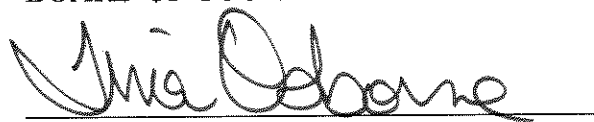
BE IT FURTHER RESOLVED, Ms. Irwin will receive the typical three percent increase upon completion of her year probation in May 2021.

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 20-1143

Adopted Date August 18, 2020

APPROVE RECLASSIFICATION OF BRITNE WILMER FROM PROTECTIVE SERVICES CASEWORKER I TO PROTECTIVE SERVICES CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Britne Wilmer has completed the required CORE training for the Protective Services Caseworker II position and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Britne Wilmer to the position of Protective Services Caseworker II, non-exempt, pay range #8, \$18.49 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning August 15, 2020, and


BE IT FURTHER RESOLVED, Ms. Wilmer will receive the typical three percent increase upon completion of her year probation in May 2021.

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 20-1144

Adopted Date August 18, 2020

ACCEPT RESIGNATION OF MELINDA CALLAHAN, PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE AUGUST 11, 2020

BE IT RESOLVED, to accept the resignation of Melinda Callahan, Protective Services Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective August 11, 2020.

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 20-1145

Adopted Date August 18, 2020

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

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

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the positions of "Protective Services Caseworker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning August 13, 2020.

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

Resolution

Number 20-1146

Adopted Date August 18, 2020

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF WARREN COUNTY CHILDREN SERVICES (AGENCY) AND MENTAL HEALTH AMERICA OF NORTHERN KENTUCKY AND SOUTHWEST OHIO (PROVIDER)

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Memorandum of Understanding on behalf of the Department of Children Services and Mental Health America of Northern Kentucky and Southwest Ohio; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a – Mental Health America of Northern Kentucky and Southwest Ohio
Children Services (file)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WARREN COUNTY CHILDREN SERVICES
AND
MENTAL HEALTH AMERICA
OF NORTHERN KENTUCKY AND SOUTHWEST OHIO**

This Memorandum of Understanding (“MOU”) is entered into by and between Warren County Children Services (hereinafter “Agency”), 416 S. East Street Lebanon, OH 45036 and the Mental Health America of Northern Kentucky and Southwest Ohio, (hereinafter “Provider”), 912 Scott St. Covington, Kentucky 41012 (collectively referred to herein as the “Parties”).

WHEREAS, the Ohio Attorney General created a pilot program to serve families harmed by parental opioid abuse in southern Ohio, known as the Ohio Sobriety, Treatment, and Reducing Trauma (“Ohio START”) program; and

WHEREAS, the purpose of the Ohio START program is to address childhood trauma caused by parental drug abuse and adult trauma that may have led to drug dependency; and

WHEREAS, the Parties will work collaboratively as Family Teams, which includes a Family Peer Mentor being provided to the Agency by the Provider as mutually agreed upon, to provide coordinated wrap-around services and intensive case management to achieve the purpose of the Ohio START program; and

WHEREAS, the Parties have entered into an agreement for the provision of specialized victim services for families participating in the Ohio START program; and

WHEREAS, the Parties understand that in the course of performing the responsibilities of the Ohio START program, Provider may have access to certain child welfare and other information from Agency which is considered confidential information (“Confidential Information”); and

WHEREAS, the Parties understand that in the course of performing the responsibilities of the Ohio START program, Agency may have access to certain healthcare, drug treatment, and other information from Provider which is considered (“Protected Health Information”); and

WHEREAS, the Parties wish to ensure the proper and confidential sharing of the Confidential Information and the Protected Health Information by setting forth the roles and responsibilities of the Parties; and

NOW, THEREFORE, the Parties, in consideration of the mutual promises, agreements and covenants herein contained, agree as follows:

I. PURPOSE

For the purpose of performing the Parties’ responsibilities under the Ohio START program as set forth in attachment 1 Scope of Work, the Parties may have access to Confidential Information and/or Protected Health Information. This MOU establishes a process between the Parties to properly and confidentially transmit and share Confidential Information and Protected Health Information between themselves and to set forth the terms and conditions governing the information-sharing process. The Confidential Information and Protected Health Information will be transferred via an agreed upon method of transmission.

II. COMPENSATION

A. Agency shall pay Provider no more than \$ 28.87 per hour which includes applicable administrative fees for the Work performed up to 40 hours per week; any time over this must be preapproved by the Agency. This shall not include any Medicaid billable time or covered administrative costs. The Family Peer Mentor subject to this agreement shall be reimbursed at a rate of \$15.00 per hour. The remaining \$13.87 is inclusive of fringe benefits to the Family Peer Mentor along with other Supervisory and Administration Fees as outlined attachment 2 MHA Budget provided by the Provider. A cost of living adjustment will be made to the rate of compensation in the amount of 2% at the start of each calendar year that this MOU remains in effect. Total amount of compensation each State Fiscal Year cannot exceed the amount approved for relevant expenses in the yearly contract between the Agency and the Public Children Services Association of Ohio for implementation of the Ohio Start Program in Warren County.

B. The total amount due shall be computed according to the following cost schedule:

1. Cost Schedule No later than the 5th of each month following the report month, Family Peer Mentor shall provide monthly invoice approved by the Provider Designee. (Monthly total hours x 15.00 per hour) + (Itemized supervisory and Administrative Expenses) = Provider monthly invoice total. Any cost above the standard \$28.87 per hour including administrative or related fees must be agreed upon in advance and itemized on the provider's monthly invoice.

C. Travel policy of contracting agency shall be adhered to by the Family Peer Mentor for work performed as outlined in Attachment 3. Provider shall be reimbursed for approved mileage at the rate determined by the Ohio START Program and completed on the approved mileage form (Attachment 4).

D. The Agency will provide a cell phone and computer for each Family Peer Mentor assigned to work with Ohio START families in Warren County.

E. After Provider receives a purchase order, Provider shall submit an invoice for the Work performed consistent with Article I and Article III, Compensation and applicable Invoice form (Attachment 5). Each invoice shall contain an itemization of the Work performed, including dates the Work was performed, and total hours worked. All in shall contain the Provider's name and address. After receipt and approval by Agency of a proper invoice, as determined by Agency, payment to Provider will be made promptly. Unless otherwise directed by Agency, invoices should be directed to Agency Business Manager, Jennifer Carman, 416 S. East Street Lebanon, OH 45036, Jennifer.carman@jfs.ohio.gov.

III. RESPONSIBILITIES OF THE PARTIES

A. Agency agrees to do the following:

1. Transfer Confidential Information to Provider in a secure manner as mutually agreed upon by the Parties, for example through an encrypted file sharing service.
2. Consult with Provider to ensure the Confidential Information is stored securely.

3. Use appropriate safeguards in storing Protected Health Information received from Provider. While Agency is not a Business Associate of Provider pursuant to the Health Information Portability and Accountability Act ("HIPAA"), Agency should undertake efforts to store information in compliance with Subpart C of 45 CFR Part 164, which includes:
 - a. Ensuring confidentiality, integrity, and availability of Protected Health Information stored both in physical and electronic form;
 - b. Protect against any reasonably anticipated threats to the security of the Protected Health Information;
 - c. Protect against any impermissible disclosures of the Protected Health Information;
 - d. Limit access to Protected Health Information to authorized employees of Agency and ensure that Protected Health Information is utilized only according to the Purpose and executed release;
 - e. Track who has accessed Protected Health Information;
 - f. Report to Provider any use or disclosure of Protected Health Information not permitted in the Purpose or executed release;
 - g. Protect Protected Health Information from improper alteration or destruction; and
 - h. Ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Agency agree to the same restrictions, conditions, and requirements.
 4. Only use the Protected Health Information for the Purpose and for no other reason.
 5. Immediately notify the Provider of any known or suspected unauthorized disclosure of the Protected Health Information.
 6. Immediately notify the Provider of any requests for the Protected Health Information and refer the requestor of the Protected Health Information to the Provider.
 7. During performance of this Agreement and for a period of six (6) years after its completion, Provider shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to Agency as Agency may reasonably require.
 8. Obtain an executed release, in the form attached hereto as Exhibit A, from the clients who are eligible and selected to participate in the Ohio START program and store the executed releases in a secure manner.
 9. Actively participate in the Ohio START program evaluation performed by The Ohio State University College of Social Work and the Ohio University Voinovich School of Leadership and Public Affairs.
- B. The Agency point of contact shall be Shawna Barger, Deputy Director, #513-695-1699, Shawna.barger@jfs.ohio.gov.
- C. The Provider agrees to do the following:
1. Transfer Protected Health Information to Agency in a secure manner as mutually agreed upon by the Parties, for example through an encrypted file sharing service.
 2. Consult with Agency to ensure the Protected Health Information is stored securely.

3. Use appropriate safeguards in storing Confidential Information received from Agency. Provider must ensure the access and protection of the Confidential Information is in compliance with all state and federal laws that govern the protection of child welfare data, including, but not limited to those set forth in Exhibit B attached hereto and updated as of March 2017, as may be amended or supplemented from time to time.
 4. Only use the Confidential Information for the Purpose and for no other reason.
 5. Protect the confidentiality of the Confidential Information in the same manner it protects the confidentiality of its own similar confidential information, but in no event using less than a reasonable standard of care.
 6. Restrict access to the Confidential Information to its personnel engaged in a use permitted by this MOU, provided that such personnel are bound by obligations of confidentiality similar to the terms of this MOU.
 7. Immediately notify the Agency of any known or suspected unauthorized disclosure of the Confidential Information.
 8. Return and/or destroy any Confidential Information transferred to Provider by Agency upon the termination or expiration of this MOU.
 9. Immediately notify the Agency of any requests for the Confidential Information and refer the requestor of the Confidential Information to the Agency.
 10. Provider shall notify the agency of any personnel issues regarding the Family Peer Mentor or other Provider staff that could negatively impact the Agency or the provision of services to families involved in the Ohio START Program.
- D. The Provider point of contact shall be Michelle Rolf, Warren and Clinton County Area Director/Compeer Director, 513-562-2581, mrolf@mhankyswoh.org.

IV. OWNERSHIP OF CONFIDENTIAL INFORMATION AND LIABILITY

- A. The Parties agree that the Confidential Information provided under this MOU is and will remain the property of the Agency.
- B. The Parties agree that the Protected Health Information provided under this MOU is and will remain property of the Provider.
- C. The Parties agree that the confidentiality obligations set forth in this MOU survive the termination or expiration of the MOU.
- D. Provider understands that it may be held liable under the law for the unauthorized disclosure or dissemination of the Confidential Information.
- E. Agency understands that it may be held liable under the law for the unauthorized disclosure or dissemination of the Protected Health Information.

V. TIME OF PERFORMANCE

- A. This MOU is effective as of the last date signed below and shall be effective for a period of one year. Thereafter, this MOU shall automatically renew for successive years unless terminated as set forth herein.
- B. Upon the expiration of this MOU, all transferring of information provided for herein will cease, and the responsibilities of the Parties regarding use, storage and destruction of the information will survive the expiration of this MOU and continue in full force and effect.

VI. GOVERNING LAW

This MOU is made pursuant to and shall be construed and interpreted in accordance with the laws of the state of Ohio.

VII. SUSPENSION AND TERMINATION

- A. This MOU may be terminated by either party, without cause, by providing thirty (30) days written notice to the other Party.
- B. If this MOU is breached, the non-breaching party may suspend or terminate this MOU immediately upon written notice to the breaching party. If the breach is of a nature that can be cured, the non-breaching party may provide the breaching party with written notice of the breach and provide ten (10) days for the breaching party to cure its nonperformance or violation.
- C. Upon termination of this MOU, for any reason, all transferring of information provided for herein will cease as of the effective date of the termination, and the responsibilities of the Parties regarding use, storage and destruction of the information will survive the termination of this MOU and continue in full force and effect.
- D. The MOU may be terminated upon notification to the Agency that monies from the State of Ohio are no longer available for the Ohio Start Program.

VIII. ASSIGNMENT AND WAIVER

- A. Neither party may assign its rights or delegate its duties or obligations under this MOU without prior written consent of the other party.
- B. A waiver of any provision of this MOU is not effective unless it is in writing and signed by the party against which the waiver is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this MOU will not constitute or be deemed a waiver of that party's right to thereafter enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

IX. ENTIRE AGREEMENT/MODIFICATION

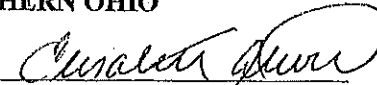
This MOU constitutes the entire agreement between the Parties, and any changes or modifications to this MOU shall be made and agreed to by the Parties in writing. Any prior agreements, promises or representations not expressly set forth in this MOU shall have no force or effect.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the day and year last written below.

WARREN COUNTY BOARD OF COMMISSIONERS

MENTAL HEALTH AMERICA OF NORTHERN KENTUCKY AND SOUTHERN OHIO

By: 

By: 

Name: David G. Young

Name: Elizabeth Atwell

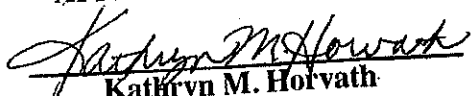
Title: President

Title: EXECUTIVE DIRECTOR

Date: 8/18/2020

Date: 6/25/2020

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Resolution

Number 20-1147

Adopted Date August 18, 2020

APPROVE AND ENTER INTO AN AGREEMENT WITH DATAWORKS PLUS, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE REGARDING INMATE WRISTBAND SOFTWARE MAINTENANCE AND EQUIPMENT

BE IT RESOLVED, to approve and enter into contract with DataWorks Plus, 728 N. Pleasantburg Drive, Greenville, SC 29607, for inmate wristband software maintenance and equipment for the Warren County Jail; as attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—DataWorks Plus
Sheriff (file)

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607



866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

AGENCY: Warren County Sheriff's Office
550 Justice Drive
Lebenon, OH 45036

TERM EFFECTIVE: Start: 8/1/2020 End: 7/31/2021

NOTE: THIS DOCUMENT IS NOT AN INVOICE. AGENCY MUST RETURN SIGNED COPY OF RENEWAL OR A PURCHASE ORDER IN ORDER TO RECEIVE INVOICE.

24X7 HARDWARE SUPPORT: (PRO-RATED AMOUNT: \$177.04)

- 24X7 Telephone Support: 2 Hour Response
- Shipping for Covered Defective HARDWARE (listed below) with Remote Installation Assistance
- Free yearly account call review upon request

DWP Job Number 18-00771:

Three (3) Rivet Tools

DWP Job Number 19-00303:

Warranty expires 2/28/2021; partial charge included at this time

One (1) Model 5560 Laminator

DWP Job Number 20-00339:

Warranty expires 2/28/2021; partial charge included at this time

One (1) Rivet Tool

Disclaimer for all Customers using Windows 7:

Please note, Microsoft has indicated that there will be no support for Windows 7 after January 14, 2020.

For more information regarding this, please see their website as follows:

<https://www.microsoft.com/en-us/windowsforbusiness/end-of-windows-7-support>

For quotes regarding upgrading your Operating System for DataWorks Plus products, please contact dwp-sales@dataworksplus.com.

1. REPORTING A PROBLEM TO DATAWORKS PLUS:

- 1.1 The **Agency** can contact Technical Support using either of the following options:
- Toll-free telephone support (**866-632-2780, dial "3" for Customer Support**)
 - Email: **support@dataworksplus.com**
- 1.2 The **Agency** should use our toll-free number to report problems that require immediate attention. To expedite the problem, the **Agency** needs to have readily available, the machine name or IP address of HARDWARE or SOFTWARE with the problem, the type of SOFTWARE with the issue and a sample record number.

2. DATAWORKS PLUS RESOLUTION PROCESS: (SEE ADDENDUM/EXCLUSIONS)

- 2.1 DATAWORKS PLUS Technical Support Team will open a ticket in our tracking system as acknowledgment of an issue reported to us. The **Agency** can request the ticket number for their tracking purposes.
- 2.2 DATAWORKS PLUS Technical Support will connect to the system remotely to determine the problem and resolution.
- DATAWORKS PLUS will contact the **Agency** upon closure of the ticket.
 - DATAWORKS PLUS will, at no additional expense to the **Agency**, correct any failures of the covered SOFTWARE to meet its specifications.
- 2.3 If the remote site support does not satisfactorily resolve the problem, DATAWORKS PLUS may choose to send a qualified technician to your site to correct the problem. The decision to send a technician onsite will be at the sole discretion of DATAWORKS PLUS and will be done at no additional expense to the **Agency**.

3. DATAWORKS PLUS RESPONSIBILITIES TO SOFTWARE:

- 3.1 DATAWORKS PLUS will, at no additional expense to the **Agency**, provide all enhancements, additions and updates to the SOFTWARE. The **Agency** can contact our Technical Support team to schedule SOFTWARE updates for any SOFTWARE purchased from DATAWORKS PLUS; does not include Operating System. All SOFTWARE updates should be scheduled during normal business hours. Fees for non-business hours updates can be provided as needed.
- ✓ DATAWORKS PLUS warrants that its products are free from viruses. Any virus introduced to the **Agency's** system by DATAWORKS PLUS will be remedied at the sole expense of DATAWORKS PLUS.

4. AGENCY'S RESPONSIBILITIES:

- 4.1 Maintenance does not cover virus protection or system failure due to virus infection. The on-site system administrator is responsible for Operating System and SQL patches/updates as well as Anti-virus SOFTWARE updates. The **Agency** will be responsible for any damage or failure caused by a computer virus. In the event that a system becomes infected and the **Agency** requires assistance, DATAWORKS PLUS will assist the **Agency** on a time and materials basis. Systems that have been infected can contact DATAWORKS PLUS to assist with rebuilds after they have completed a complete virus scan and malware scan of the system.
- 4.2 However, the **Agency** can, at no additional expense, contact our technical support team for assistance in setting the proper exclusions for anti-virus solutions provided by the **Agency**.
- 4.3 The **Agency** is responsible for providing a backup solution and ensuring that backups are being conducted. The **Agency** can, at no additional expense, contact DATAWORKS PLUS support to configure SQL backups to disk or USB drive. DATAWORKS PLUS encourages customers to provide a 3rd party backup solution.
- 4.4 Agencies that need to replace agency-provided hardware can contact DATAWORKS PLUS for a services quote to migrate databases and/or applications. The agency, in this event, will be responsible for the following: Replace the hardware, install the OS and patches, install SQL, and provide a means of access (VPN or dial-in) to the new hardware. DATAWORKS PLUS will be responsible for re-loading the DATAWORKS PLUS software and working with the customer to recover the database.

5. DATAWORKS PLUS HARDWARE RESPONSIBILITIES: (The section below relates only to **HARDWARE listed on this contract as covered by DATAWORKS PLUS – See covered hardware beginning on Page One to determine if this section applies to your **Agency**)**

- 5.1 DATAWORKS PLUS will, at no additional expense to the **Agency**, repair or replace any piece of covered HARDWARE that malfunctions due to normal wear and tear based on manufacturer specifications at the time of purchase. This does not cover HARDWARE malfunctions due to acts of God, abusive damage or accidents, or HARDWARE/HARDWARE components replaced at the discretion of the **Agency**.
- 5.2 This contract does not include consumable items such as (but not limited to) batteries, printer paper, printer ribbons, toner, photographic paper, print heads, magnetic tapes, or transfer ribbons for printers. This applies only to customers who have purchased printers from DATAWORKS PLUS and those printers are under a current support agreement.
- 5.3 DATAWORKS PLUS reserves the right to replace any piece of covered HARDWARE with the same or comparable model if the existing model is no longer available. The decision to replace HARDWARE is at the sole discretion of DATAWORKS PLUS.
- 5.4 DATAWORKS PLUS reserves the right to discontinue coverage for printers that become "general use" printers, instead of printers used exclusively for DATAWORKS PLUS applications.
- 5.5 DATAWORKS PLUS will, at no additional expense to the **Agency**, provide next-day delivery (except Sundays and Holidays, in which case, delivery will be scheduled for the next business day) of a replacement unit for any piece of covered HARDWARE that malfunctions due to normal wear and tear. DATAWORKS PLUS will provide next-day delivery by UPS Red Label, FedEx Priority Overnight, or a

similar service. Replacement units will be loaned to the **Agency** until DATAWORKS PLUS has repaired the failed unit or until DATAWORKS PLUS makes the decision to provide a permanent replacement.

- 5.6 DATAWORKS will provide telephone assistance for connectivity for defective HARDWARE listed below: Camera equipment, panner sets, keyboards, external disk drives, monitors, mice.
- 5.7 DATAWORKS PLUS will, at no additional expense to the **Agency**, provide all computer-related and firmware updates as deemed necessary, for all computer equipment purchased from DATAWORKS PLUS and all DATAWORKS PLUS SOFTWARE applications. Additional charges may apply for firmware upgrade for mobile devices.
- 5.8 Armband Hardware: Armband hardware purchased from and provided by DATAWORKS PLUS is specifically engineered and designed for exclusive use with DATAWORKS PLUS armbands. We cannot guarantee the effectiveness of this equipment when used with other brands of armbands/wristbands and their application. Using armbands/wristbands from a vendor other than DATAWORKS PLUS may void the maintenance agreement. This hardware includes: Trim Die Hole Punch, Model 5560 Laminator, Rivet Tool, and Armband Photo Die Cutter.
- For defective armband hardware: DATAWORKS PLUS will ship the defective hardware to our headquarters at no expense to the **Agency**. DATAWORKS PLUS will repair the armband hardware and ship the original hardware back to the **Agency**. No loaner equipment will be provided during this time.

6. CONNECTIVITY:

- 6.1 DATAWORKS PLUS can provide remote connectivity SOFTWARE (such as VNC or Remote Desktop) necessary to provide remote site support. The **Agency** is responsible for providing a VPN or direct-inward-dial telephone line. DATAWORKS PLUS is not responsible for any annual or monthly SOFTWARE fees for connectivity purposes.

7. ADDITIONAL TRAINING:

- 7.1 Upon request, DATAWORKS PLUS will provide a 30% discount on refresher training to the **Agency**. Quotes for training can be obtained by contacting the **Agency's** account manager.

8. ASSISTANCE BEYOND THE SCOPE OF THIS CONTRACT:

- 8.1 Additional engineering, development, or support efforts by DATAWORKS PLUS, beyond the scope of this agreement, may be billable. This includes, but is not limited to, the following items:
- Migration of applications and/or databases to new hardware
 - Migration of DataWorks Plus applications to agency-provided hardware
 - Physical relocation of hardware
 - Interface modifications needed due to changes made outside of DataWorks Plus applications.
- The agency can contact DataWorks Plus for billable rates.

9. CONTRACT CANCELLATION:

- 9.1 The **Agency** through written notification to DATAWORKS PLUS may cancel this maintenance/support agreement; a minimum of 30 days is required for this notice. Any unused portion of the

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607



866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

maintenance/support costs listed on this contract will be refunded to the **Agency** at a pro-rated amount.

10. END OF LIFE POLICY:

DATAWORKS PLUS guarantees hardware support for five years and will give the **Agency** a one year written notification regarding hardware that is approaching end of life. End of Life refers to hardware that we can no longer maintain due to age. Customers with end of life notifications should contact their Account Manager for options.

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****See Addendums A and B for information on moving SOFTWARE licenses to new HARDWARE and Decline of Maintenance.**

If the Agency requires the CJIS security addendum documentation for our support staff, please contact Support and this will be sent at the earliest.

DATAWORKS PLUS

Federal ID: 57-1104887

Name: Jessica Mensing

Jessica Mensing

Signature: _____

Date: June 19, 2020

Agency: Warren County

Name: David G Young

Signature: *[Handwritten Signature]*

Title: President

Date: 8/18/2020

PO#: _____

APPROVED AS TO FORM

[Handwritten Signature]

Adam M. Nice
Asst. Prosecuting Attorney

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607



866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

DATAWORKS PLUS INTERCONNECT CONFERENCE REGISTRATION FORM

- Please check the box if you would like to be billed for attending our InterConnect advanced training conference. This will be added to your maintenance invoice.

Price is \$2,500.00 per individual and includes airfare and hotel accommodations. Money can be refunded as long as no tickets or confirmed reservations have been made.

_____	x	<u>\$2,500.00</u>	=	_____
# Attendees	x	\$2,500.00	=	Total

The total will be added to your maintenance invoice or you can request a separate invoice. Check our website regularly for more details.

www.DataWorksPlus.com

ADDENDUM A

Occasionally, customers have a need to move our SOFTWARE licenses to new HARDWARE, either due to HARDWARE failure or simply as a HARDWARE upgrade. DATAWORKS PLUS considers application upgrades as a part of our standard maintenance plan. However, system moves are not covered under the plan. Customer should contact DATAWORKS PLUS for pricing for system moves. Customers who need to move SOFTWARE/databases to new HARDWARE will need to do the following:

1. Contact DATAWORKS PLUS at **866.632.2780 x6731** for pricing and scheduling;
 2. Provide DATAWORKS PLUS with an equivalent HARDWARE solution as the original HARDWARE, with any SOFTWARE installed that was originally installed by the Agency;
 3. Provide VPN access to the new system and the old system simultaneously until the move is complete;
 4. Provide access to system backups and logs.
 5. DATAWORKS PLUS understands that some Agencies prefer to handle application license moves to customer owned HARDWARE without DATAWORKS PLUS assistance. In this instance, it is the Agencies responsibility to notify DATAWORKS PLUS so that maintenance coverage will continue for the license(s). The following information should be given to DATAWORKS PLUS to update license information on the maintenance record:
 - Previous machine name and IP
 - New machine name and IP
- DATAWORKS PLUS is not responsible for providing on-site assistance in the event of customer provided hardware failure.
- DATAWORKS PLUS is not responsible for engineering/development work to reconstruct corrupt databases due to customer-provided hardware failure, or failure due to viruses/malware.
- Customers who wish to schedule license moves and/or hardware upgrades may contact DATAWORKS PLUS for fees and scheduling.
- Customers may contact us for pricing for a maintenance uplift plan that includes software license moves.
- Our standard rates of \$180 per hour, 2 hour minimum, will apply for any installation or deployment related support issues after the initial training and installation for Kiosk.

ADDENDUM B -- DECLINE OF MAINTENANCE

The following information is included in the event that your agency declines maintenance with DATAWORKS PLUS:

Should you need assistance going forward, please note the Time and Materials process below:

- If technical assistance is needed, please contact DATAWORKS PLUS at 866.632.2780 x 3.
- DATAWORKS PLUS will open a ticket for your Agency and work to get you a quote for services.
- Your agency will be provided the information necessary so your agency can issue a purchase order for services. Typically, this purchase order will be for the two-hour minimum.
- Upon receipt of the purchase order, our technicians will connect to your site to determine the cause of the problem and an estimate of time for resolution.
- If the problem can be resolved during the two-hour minimum time-frame listed in the purchase order, we will proceed with the repair. DATAWORKS PLUS support technicians will contact your Agency before going above the time limit issued by your Agency.
- If the problem requires HARDWARE to resolve, DATAWORKS PLUS will issue your Agency a quote for the HARDWARE separately, provided the HARDWARE is not listed as obsolete by DATAWORKS PLUS. T&M agencies are responsible for shipping costs for the replacement HARDWARE.
- Upon closure of the ticket, DATAWORKS PLUS will issue an invoice with the purchase order given at the time of the initial call. Please note that agencies with current maintenance contracts will get priority in our support tracking system. However, we are happy to give agencies a time-frame for resolution.
- DATAWORKS PLUS does not provide on-site support for non-maintenance customers.
- DATAWORKS PLUS does not provide SOFTWARE upgrades for non-maintenance customers.

AFFIDAVIT OF NON COLLUSION

STATE OF South Carolina
COUNTY OF Greenville

I, Jessica Mensing, holding the title and position of Contracts Manager at the firm DataWorks Plus, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

Jessica Mensing
AFFIANT

Subscribed and sworn to before me this 31 day of July 20 20

Manda L. Call
(Notary Public),

Anderson County.

My commission expires 6-4 20 23



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

Resolution

Number 20-1148

Adopted Date August 18, 2020

APPROVE AND ENTER INTO CLASSROOM TRAINING AGREEMENT ON BEHALF OF
OHIO MEANS JOBS WARREN COUNTY

BE IT RESOLVED, to approve and enter into Classroom Training Agreement with the following
educational institutions, as attached hereto and made part hereof:

Clark State Community College
570 Leffel Lane
Springfield, Ohio 45505

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a - OhioMeansJobs
OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Clark State Community College, 570 Leffel Lane, Springfield, Ohio 45505**, hereinafter referred to as Contractor.

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational skills trainings such as computer software and hardware technologies, networking technologies, business and office technologies, diversified medical occupations, electrical and electrical technologies, building and machine trades industrial trades, fire and police technologies, heating and air conditioning and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2021. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainees attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for

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passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWCs financial obligation for tuition, fees and books equal to each funded trainees financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWCs grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, national origin, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect

OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.

11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.

12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.

13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicants eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:


Warren County Board of Commissioners



David G. Young, President

8/18/2020
Date

Contractor




Authorized Contractor Signature

7-31-2020
Date

Larry Wakefield
Typed Name of Authorized Contractor

7.31.2020
Date

Approved as to form:



Keith Anderson, Asst. Prosecutor

8-12-20
Date

Resolution

Number 20-1149

Adopted Date August 18, 2020

AUTHORIZE PRESIDENT OF THE BOARD TO SIGN EMERGENCY SUPPLEMENTAL FUNDING PRE-AWARD CONDITION FORM RELATIVE TO EMERGENCY SUPPLEMENTAL FUNDING FROM THE OFFICE OF CRIMINAL JUSTICE SERVICES ON BEHALF OF THE WARREN COUNTY COMMON PLEAS COURT


BE IT RESOLVED, to authorize the President of the Board to sign an Emergency Supplemental Funding Pre-Award Condition Form relative to the grant application to receive emergency supplemental funding from the Office of Criminal Justice Services on behalf of the Warren County Common Pleas Court; copy of said form attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: C/A—Office of Criminal Justice Services
Common Pleas (file)

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

□ **EEO Certification Form**

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

□ **Civil Rights and EEOP Questions Part 1 Form**

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

□ **Standard Assurances Form**

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

□ **Special Conditions Form**

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

□ **System for Award Management Profile**

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

□ **Contact Information**

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

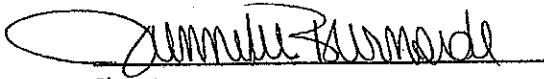
☐ **Conflicts of Interest**

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

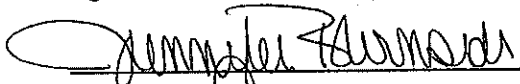
☐ **Suspension/Disbarment**

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

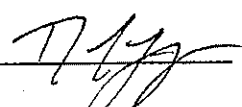
By signing below, the project director, implementing agency authorized official and subgrantee authorized official acknowledge that they have read and understand the above information and attached forms.


Signature

8/7/2020 Project Director
Date


Signature

8/7/2020 Implementing Agency Authorized Official
Date

* 
Signature

8/18/2020 Subgrantee Agency Authorized Official
Date

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEO) Requirements

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

Recipient's Name: Warren County Common Pleas		DUNS Number: 784327608
Address: 500 Justice Dr, Lebanon, OH 45036		
Grant Title: WC Coronavirus Emergency Relief	Grant Number: 2020-CE-PPF-2135	Award Amount: \$125,000.00
Name and Title of Contact Person: Jennifer Burnside		
Telephone Number: 513-895-1570	E-Mail Address: jennifer.burnside@co.warren.oh.us	

Section A—Declaration Claiming Complete Exemption from the EEO Requirement

Please check all the following boxes that apply:

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

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

Print or Type Name and Title

Signature

Date

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

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

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

Jennifer Burnside
Print or Type Name and Title

Jennifer Burnside
Signature

8/7/2020
Date

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

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

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

Print or Type Name and Title

Signature

Date

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? 64
2. If the agency uses volunteers, approximately how many does the agency have per year? (please count any volunteers separately from paid employees) 1-2

SECTION 2: EEOP QUESTIONS

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

SECTION 3: CIVIL RIGHTS COMPLAINTS, 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.

None

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

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

Yes No

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

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

Employees _____

Beneficiaries _____

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

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

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

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

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

Yes No

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

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:

Posted in the Personnel Manual, Job Descriptions, Ohio Employment Laws Poster, and Federal Laws Poster Compliance

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:

Posted in Personnel Manual, Job Descriptions, Ohio Employment Laws Compliance, Federal Employment Laws Poster Compliance Type text here

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:

How to file is in the Personnel Manual.

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

Yes No Will now with this grant requirement

SECTION 4: REQUIREMENTS RELATED TO PERSONS WITH HANDICAP²

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

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

GRIEVANCE PROCEDURES:

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

Yes No

COMPLIANCE COORDINATOR:

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

Yes No

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

Jennifer Blumside - Court Administrator

POSTING NOTIFICATION:

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

Yes No

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

Personnel Manual, Ohio Employment Laws Poster Compliance, Federal Employment Laws Poster Compliance

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

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

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

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

GRIEVANCE PROCEDURES:

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

Yes No 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:

N/A

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}

We provide Language Interpreters in accordance to our Local Rules Section 10.0 Interpretation, Translation, and Special Accommodations

Type text here

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

We have a local rule the incorporated the Rule 80 & 88 of the Supreme Court

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:
- 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:

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

Yes No

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

Yes No 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 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.

STANDARD ASSURANCES

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

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

- The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
- Civil Rights Act of 1964 (42 U.S.C. § 2000d);
- Rehabilitation Act of 1973 (29 U.S.C. § 794);
- Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34);
- Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86);
- Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
- Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
- Equal Treatment for Faith-Based Organizations (28 C.F.R. pt. 38)
- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures (28 C.F.R. pt. 42)

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

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

7. If a governmental entity:

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



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PROJECT NUMBER 2020-VD-BX-0088

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SPECIAL CONDITIONS

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

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

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

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

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

2. Applicability of Part 200 Uniform Requirements

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

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

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

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

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



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SPECIAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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



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

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

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



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7. Requirement to report potentially duplicative funding

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

8. Requirements related to System for Award Management ^{N/A} and Universal Identifier Requirements

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

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

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

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



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9. Employment eligibility verification for hiring under the award

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

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

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

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

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

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

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

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. Staff involved in the hiring process

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

B. Employment eligibility confirmation with E-Verify

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

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

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



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

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

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

Questions about the meaning or scope of this condition ~~should~~ ^{N/A} be directed to OJP, before award acceptance.

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

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

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

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

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

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

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

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



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

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

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

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

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

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

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



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

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

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

15. Determination of suitability to interact with participating minors

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

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

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

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

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

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

17. Requirement for data on performance and effectiveness under the award

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

18. OJP Training Guiding Principles

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



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19. Effect of failure to address audit issues

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

20. Potential imposition of additional requirements

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

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

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

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

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

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

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

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

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

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24. Restrictions on "lobbying"

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

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

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

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

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

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

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

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



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

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

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

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

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

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

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



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

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

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

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

29. Encouragement of policies to ban text messaging while driving

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

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

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

31. Signing Authority

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

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



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

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

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

36. Use of program income

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

37. Justice Information Sharing

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

38. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.



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SPECIAL CONDITIONS

39. Compliance with National Environmental Policy Act and related statutes

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

40. Establishment of interest-bearing account

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

41. Expenditures requiring prior approval

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



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

**AWARD CONTINUATION
SHEET
Grant**

PAGE 15 OF 16

PROJECT NUMBER 2020-VD-BX-0088

AWARD DATE 04/17/2020

SPECIAL CONDITIONS

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

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

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

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

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

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

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

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

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

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



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

**AWARD CONTINUATION
SHEET
Grant**

PAGE 16 OF 16

PROJECT NUMBER 2020-VD-BX-0088

AWARD DATE 04/17/2020

SPECIAL CONDITIONS

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

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

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

x

Resolution

Number 20-1150

Adopted Date August 18, 2020

APPROVE NOTICE OF INTENT TO AWARD BID TO JOHN R JURGENSEN FOR THE FY20 FRANKLIN TOWNSHIP GRANDVIEW PAVING CDBG PROJECT

WHEREAS, bids were closed at 9:00 a.m., August 4, 2020, and the bids were received, opened and read aloud for the FY20 Franklin Township Grandview Paving CDBG Project for the Grants Administration Office, and the results are on file in the Board of Commissioners' Office; and

WHEREAS, the Warren County Grants Coordinator, has determined that John R Jurgensen, is the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Grants Coordinator, that it is the intent of this Board to award the bid to John R Jurgensen, 11641 Mosteller Road, Cincinnati, Ohio, for a total bid price of \$106,700.00; and

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

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH

cc: OGA (file)
OMB Bid file

Resolution

Number 20-1151

Adopted Date August 18, 2020

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE VILLAGE OF MORROW AND WARREN COUNTY RELATIVE TO THE FY2020 PHEGLEY PARK COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

WHEREAS, The Village of Morrow has been awarded Community Development Block Grant funds for the FY 2020 Phegley Park CDBG Project; and

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

NOW THEREFORE BE IT RESOLVED, to approve and authorize the of this Board to sign a Subrecipient Agreement for FY2020 Phegley Park Project CDBG Project, as attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm

cc: c/a – Village of Morrow
OGA (file)

**SUBRECIPIENT AGREEMENT
BETWEEN
Warren County
and
Village of Morrow**

This Agreement is made between Warren County (herein called the Local Government) and the Village of Morrow (herein called Subrecipient) for the FY20 Morrow Phegley Park Community Development Block Grant Project, which includes upgrades to the playground, basketball court, and restroom (herein called the Project).

As the federal Department of Housing and Urban Development (HUD) is authorized to provide funds to units of local government selected to undertake and carry out projects as a part of the Community Development Block Grant (CDBG) Program in compliance with all applicable local, state, and federal laws, regulations and policies; and

As the Local Government has applied for and received a CDBG award to fund the Project; and

As it benefits the Local Government to engage the Subrecipient to accomplish the Scope of Service and the objectives of the local CDBG project;

The parties agree that:

1. SCOPE OF SERVICE

A. Local Government Responsibilities

The Local Government is responsible for administration of the CDBG contract, and ensuring CDBG funds are used in accordance with all program requirements [(24 CFR 570.501(b)] and its CDBG contract with HUD referenced above. The Local Government will provide such assistance and guidance to the Subrecipient as may be required to accomplish the objectives and conditions set forth in this Agreement.

B. Subrecipient Responsibilities

The Subrecipient will complete in a satisfactory and proper manner as determined by the Local Government the following tasks to accomplish the objectives of the Project. The Subrecipient will periodically meet with the Local Government to review the status of these tasks.

Principal Tasks

- Administer a procurement process that complies with HUD policies and procedures, including, but not limited to publically advertising for solicitation of bids and awarding contract to lowest and best bidder.
- Oversee construction and inspection of Project.

- Ensure subrecipients are paid prevailing wages as outlined by the US Department of Labor and the Davis-Bacon and Related Acts.

2. TIME OF PERFORMANCE

The effective date of this Agreement will be the date the parties sign and complete execution of this agreement and will be in effect for the time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets.

3. BUDGET

The Local Government will pass through to the Subrecipient no more than \$158,521.00 in CDBG funds for eligible incurred costs and expenses for the Project.

The Local Government may require a detailed budget breakdown, and the Subrecipient will provide such supplementary budget information in a timely fashion in the form and content prescribed by the Local Government. Any amendments to this Agreement's Budget must first be determined by the Local Government as consistent with its CDBG contract with HUD and then approved in writing by the Local Government and the Subrecipient.

4. PAYMENT

The Local Government will reimburse the Subrecipient in accordance with the payment procedures outlined in the CDBG Management Handbook, Financial Management Section for all allowable expenses agreed upon by the parties to complete the Scope of Service.

Reimbursement under this agreement will be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available.

It is understood that this agreement is funded in whole or in part with CDBG funds through the CDBG Program as administered by HUD and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

5. PERFORMANCE MONITORING

The Local Government will monitor the performance of the Subrecipient by tracking project progress, reviewing payment requests for applicable costs, managing the timely pass-through of CDBG funds, overseeing compliance with CDBG requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the Local Government will constitute noncompliance with this Agreement.

If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Local Government, contract suspension or termination procedures will be initiated.

6. SPECIAL CONDITIONS

No special conditions identified.

7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with:

- The requirements of Title 24 of the Code of Federal regulations, Part 570 (HUD regulations concerning CDBG); and
- All other applicable Federal, state and local laws, regulations, and policies, governing the funds provided under this Agreement.

B. CDBG National Objective

The Subrecipient certifies the activities carried out under this Agreement meet a CDBG Program National Objective defined in 24 CFR 570.208.

C. Independent Contractor

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Local Government will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

D. Workers' Compensation

The Subrecipient will provide Workers' Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Subrecipient will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Local Government.

F. Funding Source Recognition

The Subrecipient will insure recognition of the roles of HUD, the CDBG program, and the Local Government in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement will be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Local Government or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Local Government's governing body. Such amendments will not invalidate this Agreement, nor relieve or release the Local Government or Subrecipient from its obligations under this Agreement.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Local Government may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Local Government of reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Local Government or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Local Government determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Local Government may terminate the award in its entirety.

8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient will administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

3. Duplication of Costs

The Subrecipient certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract or other source.

B. Documentation and Record Keeping

1. Records to Be Maintained

The Subrecipient will maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement and those records described in the CDBG Management Handbook. Such records will include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the civil rights components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- g. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable Federal, state and local laws and regulations applicable to CDBG-funded construction projects; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Access to Records and Retention

All such records and all other records pertinent to this agreement and work undertaken under this Agreement will be retained by the Subrecipient for a period of six years after final audit of the Local Government's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the Local Government will request a longer period of record retention.

3. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement will be made available to the Local Government, HUD, and duly authorized officials of the state and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Local Government policy concerning Subrecipient audits and OMB Circular A-133.

C. Reporting

1. Program Income

The Subrecipient will report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient will comply with the requirements set forth at 24 CFR 570.504.

2. Periodic Reports

The Subrecipient, at such times and in such forms as the Local Government may require, will furnish the Local Government such periodic reports as it may request pertaining to the work or services undertaken pursuant to this agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this agreement.

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement will be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient will transfer to the Local Government any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 will be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until ten (10) years after the contract between HUD and the Local Government is closed. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for this 10-year period of time, the Subrecipient will pay the Local Government an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property after the CDBG program's approval. Such payment will constitute program income to the Local Government. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period.
3. In cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds will be program income. Equipment not needed by the Subrecipient for activities under this Agreement will be (a) transferred to the Local Government for CDBG-eligible activities as approved by the CDBG program or (b) retained after compensating the Local Government.

9. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

Title VI of the Civil Rights Act of 1964:

Under Title VI of the Civil Rights Act of 1964, no person will, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation in, be denied the

benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974:

No person in the United States will on the grounds of race, color, creed, religion, sex or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Age Discrimination Act of 1975, as Amended

No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

Section 504 of the Rehabilitation Act of 1973, as Amended

No otherwise qualified individual will, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

Public Law 101-336, Americans with Disabilities Act of 1990

Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

B. Section 3 of the Housing and Community Development Act of 1968

Compliance in the Provision of Training, Employment, and Business Opportunities:

1. The work to be performed under this agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower-income residents of the project area; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
2. The parties to this contract will comply with the provisions of said Section 3 and the regulations set forth in 24 CFR 135, and all applicable rules and orders of HUD and HUD issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these provisions.
3. The Subrecipient will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Subrecipient will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of

HUD, 24 CFR Part 135. The Subrecipient will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of HUD and HUD issued hereunder prior to the execution of the contract, will be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements will subject the applicant, or recipient, its consultants and subcontractors, its successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

C. Conduct

1. Assignability

The Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the Local Government thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Local Government under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the Local Government and HUD.

2. Conflict of Interest

No member of the Local Government's governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, will have any personal financial interest, direct or indirect, in this agreement; and the Subrecipient will take appropriate steps to assure compliance.

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipient covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Agreement, no person having such interest will be employed.

3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- a. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- b. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.
- c. The contractor further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

D. Copyright

If this Agreement results in any copyrightable material or inventions, the Local Government and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

E. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

10. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement will not be affected thereby and all other parts of this Agreement will nevertheless be in full force and effect.

11. PERFORMANCE WAIVER

The Local Government's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Local Government to exercise or enforce any right or provision will not constitute a waiver of such right or provision.


12. ENTIRE AGREEMENT

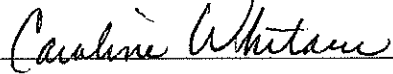
This Agreement constitutes the entire agreement between the Local Government and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the Local Government and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Local Government and the Subrecipient have executed this agreement as of the date and year last written below.

Warren County

Village of Morrow

By: 

By: 

Printed Name: David B. Young

Printed Name: Caroline Whitacre

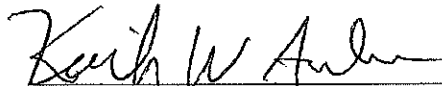
Title: President

Title: Administrator, Village of Morrow

Date: 8/18/2020

Date: August 10, 2020

Approved As To Legal Form:


Attorney Asst. Prosecutor
Warren County, Ohio

Resolution

Number 20-1152

Adopted Date August 18, 2020

APPROVE NOTICE OF INTENT TO AWARD BID TO PETERSON CONSTRUCTION FOR FRANKLIN AREA WATER TREATMENT PLANT MEMBRANE SOFTENING UPGRADES PROJECT

WHEREAS, bids were closed at 2:00 p.m., on July 30, 2020, and the bids received were opened and read aloud for the Franklin Area Water Treatment Plant Membrane Softening Upgrades Project, and the results are on file in the Commissioner's Office; and

WHEREAS, upon review of such bids by Chris Wojnicz, Deputy Sanitary Engineer, Peterson Construction has been determined to be the best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, that it is the intent of this Board to award the contract to Peterson Construction for a total bid price of \$13,075,000.00; and

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

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 20-1153

Adopted Date August 18, 2020

ENTER INTO CONTRACT WITH BUILDING CRAFTS, INC. FOR THE RAR WATER TREATMENT PLANT MEMBRANE SOFTENING UPGRADES PROJECT

WHEREAS, pursuant to Resolution #20-0795, adopted June 09, 2020, this Board approved a Notice of Intent to Award Contract for the RAR Water Treatment Plan Membrane Softening Upgrades Project to Building Crafts, Inc., for a total contract price of \$22,063,000; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Building Crafts Inc., for said project, for a total contract price of \$22,063,000; as attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KH\

cc: c/a—Building Crafts, Inc.
Water/Sewer (file)
OMB Bid file

SECTION 00 5215

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT made this 10th day of August, 20 20 with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "OWNER" and Building Crafts, Inc., doing business as (an individual, a partnership, or a corporation) called "CONTRACTOR".

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

RARWTP MEMBRANE SOFTENING UPGRADES

hereinafter called the project, for the sum of \$ (22,063,000.00) and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications, and Contract Documents. "Contract Documents" means the following:

(A) ADVERTISEMENT FOR BIDS (B) INSTRUCTIONS TO BIDDERS (C) BID (D) BID SECURITY (E) AGREEMENT (F) GENERAL CONDITIONS (G) SUPPLEMENTARY CONDITIONS (H) CONTRACT BOND (PERFORMANCE AND PAYMENT BONDS) (I) NOTICE OF AWARD (J) NOTICE TO PROCEED (K) CHANGE ORDER (L) DRAWINGS prepared or issued by AECOM. (M) SPECIFICATIONS prepared or issued by AECOM. (N) ADDENDUM

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED of the OWNER and shall substantially complete the Contract Work within seven hundred (700) calendar days and fully complete the Contract Work in its entirety within seven hundred sixty (760) calendar days after the date of the NOTICE TO PROCEED unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

CONTRACTOR also agrees to pay as liquidated damages, the amounts as stated in the SUPPLEMENTARY GENERAL CONDITIONS. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party

shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) counterparts, each of which shall be deemed an original on the date first above written.

Warren County Board of Commissioners

Owner

ATTEST:

By: Kiana Hawk

Name: Kiana Hawk
(Print)

Title: Admin. Assistant

By: [Signature]

Name: David Young
(Print)

Title: President

By: [Signature]

Name: Tom Grossmann
(Print)

Title: Member

By: _____

Name: _____
(Print)

Title: _____

APPROVED AS TO FORM:

By: [Signature]

Name: Keith W. Anderson
(Print)

Title: Asst. Prosecutor

CONTRACTOR:

Building Crafts Inc.

2 Rosewood Drive

Wilder, Ky. 41076

ATTEST:

By: _____

Name _____
Print

Title: _____

By: Aaron LaFollette

Name: Aaron LaFollette
(Print)

Title: Project Manager

END OF SECTION 00 5215

Resolution

Number 20-1154

Adopted Date August 18, 2020

MODIFY, CHANGE, AND UPDATE VARIOUS SECTIONS OF THE RULES AND REGULATIONS OF THE WARREN COUNTY WATER AND SEWER DEPARTMENT INCLUDING THE ADOPTION OF NEW REGULATIONS ON BACKFLOW PREVENTION AND CROSS CONNECTION CONTROL AND SECTION 7.06 ADJUSTMENTS

WHEREAS, it is the desire of this Board to amend various section of the Rules and Regulations of the Warren County Water and Sewer Department to include various administrative changes and updates associated with backflow prevention and cross connection control program and amend the leak adjustment section; and

NOW THEREFORE BE IT RESOLVED:

1. The Rules and Regulations of the Warren County Water and Sewer Department are hereby amended to include various changes, a copy of which is attached hereto and made part of this resolution.
2. That all other provisions of the Warren County Water and Sewer Department shall remain unchanged by this action and that this action shall be effective immediately.

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)

ADD the highlighted text below to Section 14.6 of the Warren County Rules & Regulations:

14.6 Type of Protection Required (OAC 3745-95-05 and 3745-95-06)

A. The type of protection required under Sections 14.5 of these regulations shall depend on the degree of hazard which exists, and the requirements as follows:

1. Landscape Irrigation Systems – Service connections with landscape irrigation systems shall be equipped with a Reduced Pressure Principle Backflow Prevention Assembly. The assembly shall be lead free, conform to **ASSE 1013** and NSF/ANSI 61, and shall be by the following:
 - i. Zurn Wilkins, Model 975XL2
 - ii. Watts, Series LF909, Series LF009, or Series LF919.

Pressure Vacuum Breaker Assemblies conforming to ASSE 1020 and NSF/ANSI 61 may be acceptable on existing irrigation systems provided all the following conditions apply:

1. The assembly is equipped with test ports and is annually tested and certified as operating property by a qualified technician.
2. The assembly is installed in an upright position and at least 12-inches above the highest irrigation nozzle.
3. The irrigation system is a water-only system with no chemical additives that is not subjected to backpressure and is not equipped with pumps, tanks, or other equipment which can create backpressure to the public or the consumer's water system. ,

Existing Pressure Vacuum Breaker assemblies that fail to pass the annual test shall be replaced with a Reduced Pressure Principle Backflow Prevention Assembly (ASSE 1013).

ADD the highlighted text and delete the strikeout text below to Section 7.06 Adjustments of the Warren County Rules & Regulations:

7.06 ADJUSTMENTS

- ii) For water leaks that discharge into the sewer system (water softeners and toilets water heaters), sewer charges and water charges will be based on the average seasonal usage for the property plus 50% of the leakage in excess of the average.
- iii) In the event, ~~after the above reductions are made and~~ the bill is more than four (4) times the amount of their average bill, additional consideration for reductions may be made at the discretion of the Sanitary Engineer, or the authorized designee.

Resolution

Number 20-1155

Adopted Date August 18, 2020

AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN CORPORATE RESOLUTIONS WITH 1ST NATIONAL BANK IN LEBANON, OHIO TO OPEN AND MAKE WITHDRAWALS ON ACCOUNTS FOR RETAINAGE HELD ON WATER AND/OR SEWER CONTRACTS

WHEREAS, pursuant to ORC 153.63, Any money which is due from the public owner referred to in section 153.12 of the Revised Code under a contract entered into under this chapter or entered into under other applicable sections of the Revised Code for the construction, reconstruction, improvement, enlargement, alteration, repair, painting, or decoration of a public improvement shall, on the day it is due, be paid to the contractor or deposited in an escrow account, whichever is applicable, with one or more banks or building and loan associations in the state selected by mutual agreement between the contractor and the public owner; and

WHEREAS, the Water and Sewer Department has recently entered into contracts for water improvements and pursuant to ORC 153.12, the Water and Sewer Department will make partial payments to the contractor for labor performed at the rate of ninety-two percent (92%) of the estimates prepared by the contractor and approved by the engineer until such time as the labor is fifty percent (50%) complete. All labor performed after the job is fifty percent (50%) complete shall be paid at one hundred percent (100%) of the estimates approved by the engineer; and

WHEREAS, by mutual agreement between the Contractors and the Board, the remaining eight percent (8%) of funds owed to the contractor but held as retainage on said contracts will be deposited at 1st. National Bank (account type to be determined by the Contractor); and

WHEREAS, 1st National Bank requires a Corporate Resolution for each account that will be opened; and

NOW THEREFORE, BE IT RESOLVED, to authorize the President of this Board to sign the Corporate Resolutions with 1st National Bank for retainage held on water and/or sewer contracts for the 2020 calendar year.

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Auditor____
Water/Sewer (file)
C/A—1st. National Bank

Resolution

Number 20-1156

Adopted Date August 18, 2020

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO MEMORANDUM OF UNDERSTANDING WITH VARIOUS ENTITIES RELATIVE TO MARCS IN SCHOOLS EMERGENCY RADIO PROGRAM

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Memorandum of Understanding with the following entities relative to MARCS in Schools Emergency Radio Program; copy of said Memorandum of Understanding attached hereto and made a part hereof:

- School - Warren County Educational Service Center: Western Row Campus
- Fire/EMS Agency - City of Mason Fire Department
- Law Enforcement Agency - City of Mason Police Department
- Dispatch Center - Warren County Department of Emergency Services

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: c/a—Warren County Educational Service Center
c/a—City of Mason Fire Department
c/a—City of Mason Police Department
Telecom (file)
Emergency Services (file)



MARCS in Schools Emergency Radio

Warren County, OH Memorandum of Understanding

Warren County-Dispatched School Building

School Building: Warren County Educational Service Center: Western Row Campus

Memorandum of Understanding (MOU) between the following parties:

- The school building where the MIS radio will be installed, **Warren County Educational Service Center: Western Row Campus**, hereafter known as "building."
- The law enforcement agency with primary jurisdiction for the listed school district / building(s), the **City of Mason Police Department**, hereafter known as "law enforcement agency."
- The fire agency with primary jurisdiction for the listed school district / building(s), the **City of Mason Fire Department** hereafter known as "fire department."
- The public safety dispatch center that will receive alarms and initiate emergency responses, the **Warren County Department of Emergency Services Communications Center**, hereafter known as "dispatch center."
- The governing authority of the Warren County 800MHz Radio System and the Warren County Telecommunications Department, the **Board of Warren County Commissioners**, hereafter known as "Commissioners."

This MOU will define the purpose of the MIS Emergency Radio Program within the scope of Warren County usage, hereafter referred to as "radio," and the responsibilities of each party.

New school buildings, changes in public safety response plans at a building level, relocation of a radio, or the addition of emergency buttons do not change the terms of this Memorandum of Understanding. They do need to be shared with relevant parties (e.g., a change to public safety response affects CAD configuration, managed by Telecom).

General Program Information

01. Warren County's radios went online at the inception of the 2014/2015 school year, after the County's digital radio system was operational.
02. Radios enable participating school buildings to send an emergency alarm, indicating a life-threatening situation to their responsible dispatch center and then subsequently speak with the dispatcher, if possible.
03. Radios operate on the Warren County 800MHz Digital Radio System, owned by the Commissioners and maintained by the Warren County Telecommunications Department.
04. These radios provide a link between the school building and public safety dispatchers. They are not intended to and do not provide a replacement for how schools interact with School Resource Officers (SROs). The radio will not be used to speak directly with SROs or first responders.
05. Radios (and additional buttons, if applicable) must be in a secure location that cannot be easily pressed outside the parameters of an emergency.

Costs and Maintenance

06. The Commissioners' Tier 4 partnership with MARCS waives the \$20/month fee that other Counties' schools may pay.
07. Costs associated with radio maintenance, repair and insurance are the responsibility of the school district and should be handled by a qualified radio vendor.
08. Costs associated with radio installation, programming or additional emergency buttons not included in the School Security Grant Program are the responsibility of the school district.



MARCS in Schools Emergency Radio

Warren County, OH Memorandum of Understanding

Warren County-Dispatched School Building

Equipment

09. Radios may only be installed and programmed by Mobilcomm once this MOU has been signed by all parties and a resolution is passed by The Board of County Commissioners.
10. The radio operates using AC power. Any backup power (recommended), including UPS battery backup or generator outlet, is the responsibility of the school district.
11. Excessive false alarms can result in the building or school district's temporary removal from the system. Should this occur, methods of correction will be attempted to reinstate the school's involvement including, but not limited to, relocation of the base radio and/or remote buttons, revising persons who have access to the radio unit, etc.
12. The encrypted "83 SCHOOLS" talkgroup will only be programmed into school security radios and at the dispatch centers of Warren County and the City of Franklin. Being encrypted will prohibit news media and local scanners from picking up the emergency button activation/radio traffic. This talkgroup will not be programmed into any portable or vehicle radios. It is meant for school-to-dispatch communication, not monitoring or transmissions by fire and police agencies.
13. In the event that an incident commander needs to talk to someone on the "83 SCHOOLS" talkgroup, Dispatch can patch the incident talkgroup to the "83 SCHOOLS" talkgroup, if deemed appropriate. Otherwise, phones should be utilized.

Annual End-User Training

14. Annual training on the radio and the appropriate circumstances to use the system must occur within the school district, facilitated by the district, with or without assistance from Telecom personnel. Copies of this agreement and applicable policies or training material can be requested from Telecom at any time.

Testing

15. Semi-annual testing of the system is required for all school buildings that possess a radio, between the dates of August 1st-September 7th and March 1st-March 31st of each year.
16. A "How-To" guide was created and distributed to aid in the proper testing of the school radio.
17. Testing is coordinated/facilitated between Dispatch and the School District.
18. If a building misses their testing window, they will be contacted by Telecom and a makeup test will be promptly scheduled.

Circumstances for Use of Emergency Button

19. The intended purpose of the radio is for violent, life-threatening, active shooter or similar situations.
20. Pressing the large, orange emergency button will prompt a countywide, large-scale emergency response from law enforcement, fire, and EMS responders.
21. The emergency button should not be pressed for non-violent or strictly medical incidents.

Circumstances for Using PTT (Push-To-Talk) Button

22. After initial emergency button activation – once the operator has pushed the large orange button and the radio completes its 10-second open-microphone period, the operator can then press the push-to-talk button to speak directly to dispatch.

Circumstances when NOT to Use the School Security Radio

23. Non-violent / medical incidents (seizures, injuries) – these should be reported to dispatch by calling 9-1-1.
24. Lock-out, theft, phone lines down - in these situations, call dispatch's 7-digit line (695-2525) and they will assign an officer.
25. School-to-School Communication



MARCS in Schools Emergency Radio

Warren County, OH Memorandum of Understanding

Warren County-Dispatched School Building

Activating the Alarm

26. Pressing the radio's large orange emergency button, or an additional remote alarm button that has been attached to the radio, sends an audible and visual emergency alarm to Dispatch which prompts them to initiate the emergency response.
 - a. For 10 seconds, the school radio's microphone will be "open mic" and transmitting all noise around the base radio without anyone holding down the P-T-T button. Dispatch Centers at Warren County and the City of Franklin and the in-school radios they service will hear what is happening within earshot of your radio's microphone. This also means you must wait 10 seconds to hear anything back from dispatch.
 - b. The school's pre-determined law enforcement and fire/EMS response plan will immediately go into action without waiting for verbal confirmation of an emergency.
 - c. All other school districts and buildings must refrain from talking on the radio, so that Dispatch can interact with the distressed building.
 - d. If other schools want to lower the volume of the radio traffic, they can do so by using the volume buttons to the right of the display. Mobilcomm has programmed a "minimum volume level" so that the radio speaker volume cannot be turned down completely.
27. If safe to do so, the person operating the distressed building's radio should immediately vocalize the situation (e.g., "This is **Warren County ESC: Western Row Campus**. There is someone with a gun in the gymnasium.") during the 10-second open mic.
 - a. Dispatch will be unable to speak to the school until the 10-second open mic period has expired.
 - b. The person operating the school radio will need to press the PTT button (lightning bolt) if they wish to continue speaking to the dispatcher in a push-to-talk, release-to-listen format.
28. If the person operating the school radio is unable to vocalize the situation over the radio (e.g., an assailant is nearby and doing so would jeopardize safety):
 - a. Proceed with the school's emergency procedure and, if able, call 9-1-1 from a secure area.
 - b. Know that a law enforcement and fire/EMS response is coming with the push of your emergency button.
29. If your emergency button is accidentally pressed, the school's pre-determined emergency response is still coming. The school radio operator can vocalize to the dispatcher that the button was pressed in error, and this will be relayed to responding units. Based on that vocalization, and assuming nothing else heard during the 10-second transmission indicates an emergency, the first law enforcement officer on scene will size up the situation and decide if the radio's emergency alarm was, indeed, accidentally pressed. Only the first responder from law enforcement can call off the emergency response, as fire/EMS does not routinely enter a violent, law incident. The school should then reset the radio's emergency activation by holding down the emergency button until the display reverts to only showing the talkgroup name.

This MOU shall be redistributed by Telecom only when terms or agreements change.
This MOU was read and agreed to by the following signed parties:

APPROVED AS TO FORM

on attached page

School District Representative

Melissa Bour (print)
Melissa Bour (sign)
August 3, 2020 (date)
Warren County Emergency Services Director

[Signature]
Adam M. Nice
Asst. Prosecuting Attorney

on attached page

Police Chief

on attached page

Fire Chief

* [Signature]
David B. Young
8/18/2020
Board of Warren County Commissioners



MARCS in Schools Emergency Radio

Warren County, OH Memorandum of Understanding

Warren County-Dispatched School Building

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This MOU shall be redistributed by Telecom only when terms or agreements change.

This MOU was read and agreed to by the following signed parties:

Tom Isaacs _____ (print)
Tom Isaacs _____ (sign)
7/31/20 _____ (date)
 School District Representative Warren County Emergency Services Director

 Police Chief Fire Chief Board of Warren County Commissioners



MARCS in Schools Emergency Radio

Warren County, OH Memorandum of Understanding

Warren County-Dispatched School Building

Activating the Alarm

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This MOU shall be redistributed by Telecom only when terms or agreements change.

This MOU was read and agreed to by the following signed parties:

_____	_____	(print)
_____	_____	(sign)
_____	_____	(date)
School District Representative	Warren County Emergency Services Director	
<u>TODD M. CARTEL</u>	_____	_____
<u>CHIEF OF POLICE - City of MASON</u>	_____	_____
<u>[Signature]</u>	_____	_____
Police Chief	Fire Chief	Board of Warren County Commissioners



MARCS in Schools Emergency Radio

Warren County, OH Memorandum of Understanding


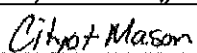
Warren County-Dispatched School Building

Activating the Alarm

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This MOU shall be redistributed by Telecom only when terms or agreements change.

This MOU was read and agreed to by the following signed parties:

_____	_____	(print)
_____	_____	(sign)
_____	_____	(date)
School District Representative	Warren County Emergency Services Director	
_____		_____
_____	Bryan Brumagen	_____
_____		_____
Police Chief	Fire Chief	Board of Warren County Commissioners

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

Resolution

Number 20-1157

Adopted Date August 11, 2020

ENTER INTO A PRODUCT AND SERVICES PURCHASE AGREEMENT WITH MODERN OFFICE METHODS ON BEHALF OF THE WARREN COUNTY TREASURER'S OFFICE


BE IT RESOLVED, to enter into a Product and Services Purchase agreement with Modern Office Methods, for copier for the Warren County Treasurer's Office. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Modern Office Methods
Treasurer (file)

Client Order - Terms and Conditions

1. ACCEPTANCE: Modern Office Methods Inc. (MOM) hereby agrees to sell to the client identified on the attached Client Order and Client hereby agrees to buy from MOM the "Equipment" described on said agreement subject to the below listed terms and conditions. This order is expressly contingent upon acceptance by corporate officer of Modern Office Methods at its home office. Client hereby waives notice of acceptance. MOM marketing representatives are not authorized to make any modifications to this instrument.

2. INSTALLATION: The Equipment shall be deemed installed and accepted by Client when it has been installed ready for use as proved by the operation of MOM's Field Engineering Test Routines. The "Installation Date" is the first day following the date Equipment is installed ready for use. Installation facilities, including space, electric power, cable troughs and the like will be provided by Client in accordance with MOM's Installation specifications and at Client's expense. The client at its own expense shall provide any special rigging or handling required upon installation. Client shall also pay installation charges.

3. GUARANTEE/LIMITATIONS OF LIABILITY: Modern Office Methods Inc. grants a 60-Day Money Back Guarantee from the date of delivery on any workgroup system acquired from MOM. (Non-embedded software solutions are not included) This gives you the opportunity to evaluate MOM's products. If you use our product for 60 days or less and it does not operate as represented by MOM and the manufacturer, notify our Client Loyalty Manager, c/o Modern Office Methods, 4747 Lake Forest Dr., Cincinnati, OH 45242, in writing. If we are unable to get the equipment to perform as represented within 60 days, return the product to MOM and we will give you a full refund, less any shipping, installation, and connectivity charges; plus three (3) cents per black and white image and twenty (20) cents per full color image will be charged for each copy/image made.

4. PAYMENT: Payment terms are "Net Due upon Receipt of Invoice." Client agrees to pay the amount due plus any applicable tax prior to the coverage period noted on invoice. ~~Whenever any payment is not made when due, Client agrees to pay a late charge of ten percent (10%) of the past due amount or \$20.00, whichever is greater, but not an amount greater than allowed by law. Client shall pay all Federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the Equipment. Should the Client fail to make any payment due hereunder, or be insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Client, MOM may enter upon the premises where the Equipment may be found and remove the Equipment, without prejudice to any other remedies, MOM may have and sell the Equipment, so acquired by MOM, upon commercially reasonable terms as MOM may elect and apply the proceeds thereof against the Client's obligations hereunder. Client agrees to pay attorney fees, court costs, disbursements and other reasonable expenses incurred in collecting any charges under this Agreement. Client shall pay to MOM all costs of collection (including the fees of any collection agency to whom this Agreement may be referred) plus reasonable attorney's fees (which attorney's fees shall not be less than 25% of amount due unless a lower amount is specified by applicable law).~~

Guaranteed Maintenance Agreement - Terms and Conditions

1. GENERAL SCOPE OF COVERAGE: This Agreement covers the labor and parts for adjustments and repairs as necessitated by normal use of the equipment except as hereinafter provided. Damage to the equipment or its parts arising out of misuse, abuse, or negligence or caused beyond our control, such as use beyond Buyers' Lab recommended volume, or Acts of God are not covered and may be charged to you at MOM's then current per call service rate. Equipment will be deemed "Fit for Service" if equipment can produce an acceptable quality print via network cable or USB cable. If the service call is deemed to be the fault of client network, the service call may be chargeable. Fiery Print Controllers are considered to be a stand-alone appliance. Parts and labor for service on the Fiery are not included unless a specific contract is purchased in addition to the base unit. This agreement will automatically renew for a 12 month period at the then current rates, unless notified in writing at least 30 days prior to expiration of the currently active contract.

2. PAYMENT: Payment terms are "Net Due upon Receipt of Invoice." Client agrees to pay the amount due plus any applicable tax prior to the coverage period noted on invoice. ~~Whenever any payment is not made when due, Client agrees to pay a late charge of ten percent (10%) of the past due amount or \$20.00, whichever is greater, but not an amount greater than allowed by law. This agreement shall become effective upon acceptance by MOM of the Guaranteed Maintenance Agreement and shall continue until the expiration date. It shall be automatically renewed for successive 12 month periods subject to the receipt by MOM of the maintenance charge in effect at the time of renewal, provided that the Client is not then in default. The initial annual charge for maintenance under this agreement shall be the amount set forth on the reverse side hereof. The annual maintenance charge with respect to any renewal term will be the charge in effect at the time of renewal. Client agrees to pay the total of all charges for maintenance including applicable taxes during the initial term and any renewal term within 30 days of the date of MOM's invoice for such charges. Client understands that alterations, attachments or modifications may require an increase in maintenance charges and agrees to pay such charges promptly when due. This is an annual contract, however, Client may request billing of the contract on a quarterly or a monthly basis. Such a request is subject to the prior approval of MOM. Any request for quarterly billing is subject to an additional charge equal to 10% of the base contract amount. Requests for monthly billing are subject to an additional charge of 20% of the base contract amount. All monthly and quarterly billings must be paid upon receipt. Failure to pay within 30 days from invoice date will result in cancellation of the contract for nonpayment, and all calls charged on a Per Call basis beginning with the day following the last paid monthly or quarterly period. Minimum billing amount for monthly or quarterly billing is \$50.00 per month, \$150.00 per quarter. Client agrees to pay on a monthly or quarterly basis for all copies in excess of the number of copies per quarter included. The charge per copy is stated in the Coverage Rate, space.~~

3. REFUNDS, CANCELLATION AND EXCHANGES: This agreement remains in effect for the stated contract period. There is no refund for a contract cancelled before the expiration of the contract period. This no refund policy is in effect without regard to the time at which the contract is cancelled and without regard to the reasons for the cancellation. If the Client should elect to acquire a new or different system from MOM, MOM will exchange the dollar value of the unused portion of the contract for an equal dollar amount of guaranteed maintenance on the newly acquired system. This exchange is based upon the amount paid for the current contract and the published base price of the contract for the new equipment. This exchange can occur only with the purchase or lease of the new system from MOM, and provided the Client has no current outstanding or past due balances due to MOM.

4. TOTAL CARE VOLUME COMMITMENT: The monthly copy volume commitment represents the minimum monthly volume commitment by the Client. The volume commitment times the applicable Per Copy Service Charge will be reflected on the service billing according to your plan's billing frequency. All bills will arrive 30-45 days in advance of the coverage period. A meter reading will be taken according to the meter reading frequency established for your plan. Copies in excess of the minimum will be billed at the applicable plan rate. You may not carry over a credit from any month/quarter during which you produce fewer copies than the monthly/quarterly minimum. You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. MOM will install meter collection software (DCA) for all networked devices at no additional charge to automate the meter read process. You will be responsible for supplying meter reads for all non-networked equipment under this agreement and networked devices where meters cannot be obtained from the DCA. If MOM is requested to come onsite to manually collect meter information for non-networked devices, you will be billed for these services. At the end of the first year of this Agreement and once each successive twelve month period, we may increase the base usage charge per copy and the per copy charge over the base minimum by a maximum of 15% of the existing charge.

5. MAINTENANCE AND SUPPLIES: (A) Toner Usage: You shall be responsible for ordering and maintaining an adequate inventory of consumable supplies. No more than 60 days' average usage should be kept on hand at any one time. A machine ID number & meter read will be requested at time of order. The systems represented by MOM are designed to give excellent performance with MOM authorized supplies. If the client uses other than MOM authorized supplies, and such supplies are defective or not acceptable for use on these machines and cause abnormally frequent maintenance charge service calls or service problems, then MOM may, at its option, terminate this agreement. In that event, the client will be offered service on a "Per Call" basis at published rates. It is a condition of this agreement however, that the Client uses only MOM authorized supplies. You agree to use consumable supplies ordered hereunder until empty & only in connection with Equipment subject to this Agreement. In the event of a significant variance between the amount and/or type of consumable supplies ordered and the type of and/or impression volume made on such Equipment we shall have the right to charge you for any variance in excess of 15%. Variance will be calculated using manufacturer's stated yields at 5% coverage. We may charge you a supply freight fee to cover our costs of shipping supplies to you. All 11" x 17" impressions will count as two meter impressions per side. All supplies in your possession belong to Modern Office Methods and will be made available to us if this Agreement is canceled for any reason, including non-payment. Such returned consumable supplies will not be credited to your account. If this Agreement expires or is terminated, we shall be permitted to pick-up the quantity of unused consumable supplies which are in your inventory for use in connection with the Equipment subject to such expired or terminated Agreement. If you prefer OEM toner, we can provide this at an additional charge. (B) Toner Cartridges: Defective toner cartridges must be returned to us for examination & processing with our respective manufacturers. This will help us provide you a better user experience & keep your costs down. Call our Client Support Center & they will issue a U.P.S. pick up tag for you. (C) Service Calls: Service Calls under this Agreement will be made between 8:00am and 5:00pm Monday through Friday, excluding MOM Holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, two days at Thanksgiving and two days at Christmas). Travel and labor time for calls made outside of normal business hours, on weekends or holidays, if available, will be charged at the overtime rates in effect at the time the call is made. Service Calls determined by MOM to be the result of fluctuations in power to the system, and not protected by a power protection device approved by MOM, will not be covered by this agreement. Charges will be on a Per Call basis.

6. NO WARRANTY: Other than the obligations set forth herein, MOM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE MOM SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT.

7. FORCE MAJEURE: MOM will not be liable for any failure to perform if inability to obtain raw materials, parts or supplies at reasonable prices or through usual and regular sources or on a timely basis, interruption of transportation, government regulation, labor disputes, strikes, war, fire, flood, accident or other causes beyond MOM's control, makes it impracticable for Modern to perform.

8. INDEMNIFICATION: ~~Client shall indemnify and hold MOM harmless from any claim, demand, liability, and cause of action or damage for actual or alleged infringement of any intellectual property rights or copyright arising from the performance of services under this Agreement. Client agrees to defend us at your sole expense, against all suits, action or proceedings in which we are made a defendant for actual or alleged infringement of any intellectual property rights. Other than as provided above, each party agrees to hold harmless, defend and indemnify the other party against any liability, demand, claim or cause of action for personal injury or property damage due to or arising out of the acts of that party, its agents and employees. However, each party shall have no obligation to hold harmless, defend or indemnify the other from or for liability arising from the other's own intentional or negligent acts. In no event shall MOM be liable to Client for consequential or indirect damages due to our non-performance, any breach of this Agreement, or any act of us or of our employees or agents.~~

9. ASSIGNABILITY: You may not assign your interest in or delegate your duties under this Agreement, unless approved in writing by an officer of MOM.

10. ENTIRE AGREEMENT: This Agreement is intended as the complete and exclusive statement of the terms of the Agreement between the parties.

11. GOVERNING LAW: Client represents that the Equipment is being purchased hereunder for business purposes only and agrees that under no circumstances shall this Agreement be construed as a consumer contract. This Agreement shall be construed to be between merchants and shall be governed by the laws of the State of Ohio.

AMM X
AMM X
AMM X

AMM X

Machine Removal Information

Hard Drive Security

- I request Modern Office Methods perform a Quick Format of the machine(s) indicated. I understand this procedure eliminates the path to find information on the hard drive, but does not clear the hard drive of all data. While it would be tremendously difficult, if someone has the appropriate tools it may be possible to get data from the hard drive, thus posing a potential security risk. There is no charge for this service.
- I request Modern Office Methods perform a Secure Hard Drive Overwrite meeting DoD Standard requirements. I understand that once overwritten, the data will not be recoverable. I agree to pay Modern Office Methods \$175 per hard drive they overwrite and understand that some devices have more than one hard drive. Modern Office Methods will provide an overwrite certificate(s) upon completion.
- I request Modern Office Methods REMOVE the hard drive(s) from the machine(s) indicated. (MOM will only perform this service on machines we sell or service.) I understand that hard drive removal may render the machine(s) inoperable and agree to hold MOM harmless for all loss of data and machine functionality. We will replace the hard drive with one that should make the machine operable, but, it will remain your responsibility that the machine operates properly. This may be important for any machine that is on a lease contract. I understand that some devices have more than one hard drive and agree to pay MOM \$300 per hard drive that is removed.

~~Client agrees to hold Modern Office Methods, its owners, employees & assigns harmless from any & all claims, including attorneys fees and costs. Client acknowledges its full responsibility for any damages and/or financial penalties which may be incurred.~~

Client Signature: *[Signature]* Title: President Date: 8/18/2020

HD Security Terms & Conditions Apply

X
AMW

Client Asset Pick-up Authorization

"Remove" & Transfer Ownership to MOM: I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories. I acknowledge that we (client) own the equipment & are transferring ownership of the asset(s) wholly to Modern Office Methods. I understand that we will remain responsible for all current and future charges due on the asset(s) including, but not limited to, lease payments, lease buyouts, service invoices, etc. We will hold Modern Office Methods harmless for all charges due against the asset(s). We agree that the asset(s) will not be available for return once MOM receives the asset(s).

Return to Leasing Company with RMA: I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and arrange to have the asset(s) returned to the leasing company per the leasing company's instructions. I acknowledge that we (Client) are responsible for all current and future charges due on the lease agreement(s) and will hold Modern Office Methods harmless for any and all additional charges incurred due to return delays, missing items/accessories, or damage that occurs to asset(s). Return shipping charges of \$500 per device will apply.

"Store" in MOM Warehouse: I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and store the asset(s) in MOM's warehouse. I acknowledge that Modern Office Methods is not insuring the asset(s) and we (client) will hold MOM harmless for any loss or damage to the asset(s) that occurs outside of MOM's control. Storage charges to client will be billed at the rate of \$100 per month per device, plus a \$150 transportation fee each direction to and from the client's location. These fees are payable on the first day of each month the asset(s) are in MOM's custody and will continue until MOM returns the asset(s) or has been instructed in writing to dispose of the asset(s). We (MOM) will schedule your machine(s) to be returned at your requested dates, but you (Client) understand that it is your responsibility to request return of the asset(s) in writing within 30 days prior to your requested return date.

~~Client agrees to hold Modern Office Methods, its owners, employees & assigns harmless from any & all claims, including attorneys fees and costs. Client acknowledges its full responsibility for any damages and/or financial penalties which may be incurred.~~

Print Name Dwight G Young Signature *[Signature]* Requested Return Date: / /

X
AMW

"Storage" Comment Information:

Asset(s) To Be Picked Up

Model	Serial #	Location	Remove	Return	Store
MPC3003	E153MB60808	2nd Floor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Model	Serial #	Location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Model	Serial #	Location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Model	Serial #	Location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Asset(s) To Be Relocated

Model	Serial #	Address	Contact	Phone
Model	Serial #	Address	Contact	Phone
Model	Serial #	Address	Contact	Phone
Model	Serial #	Address	Contact	Phone

Relocation Pricing: Machine relocation within a facility in Zone 1 or 2 = \$100. Relocation to a different facility in Zone 1 or 2 = \$200. Add \$50 per each additional service zone & \$100 per machine for each additional person required for the move. After the first machine in a facility, each additional machine will be charged at \$50. The need for a DSE will be charged at \$150 / hour. Moving on stairs will require a written quote.

Additional Comments or Information For Assets To Be Picked Up or Relocated



Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

MODERN OFFICE METHODS

(Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

GOVERNMENT

Purchaser must state a valid reason for claiming exception or exemption.

APPROVED AS TO FORM

Adam M. Nice
Asst. Prosecuting Attorney

Warren County
Purchaser's name

406 Justice Drive
Street address

Labanon, OH 45036
City, state, ZIP code

[Signature] Deputy Clerk
Signature Title

8-18-2020
Date signed

N/A
Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code. This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.

Nice, Adam

From: Tom Murley <Tom.Murley@momnet.com>
Sent: Friday, July 17, 2020 3:18 PM
To: Nice, Adam
Subject: Re: Addendum Form

Adam - we agreed to the cross outs on the paperwork. Will that work instead of the addendum you provided? Let me know. Thanks

On Fri, Jul 17, 2020 at 2:36 PM Nice, Adam <adam.nice@warrencountyprosecutor.com> wrote:

Tom, how's this addendum look

Adam M. Nice

Assistant Prosecuting Attorney

Warren County, Ohio

520 Justice Drive

Lebanon, Ohio 45036

513-695-1325

From: Tom Murley
Sent: Friday, July 17, 2020 9:48 AM
To: Nice, Adam <adam.nice@warrencountyprosecutor.com>
Subject: Re: Addendum Form

Adam - that will work. Thanks

On Fri, Jul 17, 2020 at 9:39 AM Nice, Adam <adam.nice@warrencountyprosecutor.com> wrote:

Thanks Tom, do you want me to draft the addendum then?

Adam M. Nice

Assistant Prosecuting Attorney

Warren County, Ohio

520 Justice Drive

Lebanon, Ohio 45036

513-695-1325

From: Tom Murley

Sent: Friday, July 17, 2020 9:39 AM

To: Nice, Adam <adam.nice@warrencountyprosecutor.com>

Subject: Re: Addendum Form

Adam - we are good to go with the cross outs. I look forward to getting the paperwork. Thanks

On Thu, Jul 16, 2020 at 9:50 AM Nice, Adam <adam.nice@warrencountyprosecutor.com> wrote:

Tom:

Writing on behalf of Treasurer's Office, I agree that the SLG amendment doesn't apply well to this purchase contract. However, we have to find away to address some of the same terms and conditions. Warren County cannot indemnify M.O.M. in unstated amounts, or agree to pay attorney's fees, etc. I've attached your contract here with language stricken. Please review and let me know if you can agree to strike these terms. I am amendable to initialing these strikethroughs or writing an addendum.

Thanks

Adam M. Nice

Assistant Prosecuting Attorney

Warren County, Ohio

520 Justice Drive

Lebanon, Ohio 45036

513-695-1325

From: Parson, Deborah M.
Sent: Wednesday, June 24, 2020 7:19 AM
To: Nice, Adam <adam.nice@warrencountyprosecutor.com>
Subject: FW: Addendum Form

Hope this helps....

From: Tom Murley <Tom.Murley@momnet.com>
Sent: Tuesday, June 23, 2020 3:31 PM
To: Parson, Deborah M. <deborah.parson@warrencountyprosecutor.com>
Subject: Fwd: Addendum Form

Deborah - can you forward to Adam - his email says he is out until June 22, 2020. Thanks

----- Forwarded message -----

From: Tom Murley <Tom.Murley@momnet.com>
Date: Tue, Jun 23, 2020 at 3:19 PM
Subject: Addendum Form
To: <adam.nice@warrencountyprosecutor.com>

Adam - in the past you leased a copier and included with the lease paperwork was the attached document which is not required with a purchase. Is this document you were looking for?

Tom Murley
Senior Account Manager
(513) 791-0909(5249)

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

Resolution

Number 20-1158

Adopted Date August 18, 2020

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 8/11/20/20 and 8/13/20 as attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor ✓

Resolution

Number 20-1159

Adopted Date August 18, 2020

APPROVE BOND RELEASE FOR KEEVER CREEK LLC FOR COMPLETION OF IMPROVEMENTS IN THE ESTATES OF KEEVER CREEK, SECTION 3 SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	The Estates of Keever Creek, Section 3
Developer	:	Keever Creek LLC
Township	:	Turtlecreek
Amount	:	\$30,745.00
Surety Company	:	LCNB Certified – Check #1745

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
OMB – S. Spencer
Soil & Water (file)
Bond Agreement file

Resolution

Number 20-1160

Adopted Date August 18, 2020

RELEASE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH VWC HOLDINGS, LTD FOR THE VILLAGES OF WINDING CREEK, THE BOULEVARDS AT WINDING CREEK, SECTION SEVEN SITUATED IN CLEARCREEK TOWNSHIP

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

RELEASE

Bond Number	:	19-002 (W/S)
Development	:	The Villages of Winding Creek, The Boulevards at Winding Creek, Section Seven
Developer	:	VWC Holdings, LTD
Township	:	Clearcreek
Amount	:	\$26,961.59
Surety Company	:	Old Fort Banking Company (10138554-2)

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: VWC Holdings, LTD, 3601 Rigby Road, Suite 300, Miamisburg, OH 45342
Old Fort Banking Company, 6430 Wilmington Pike, Dayton, OH 45459
Water/Sewer (file)
Bond Agreement file

Resolution

Number 20-1161

Adopted Date August 18, 2020

RELEASE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH VWC HOLDINGS, LTD FOR THE VILLAGES OF WINDING CREEK, THE BOULEVARDS AT WINDING CREEK, SECTION SIX SITUATED IN CLEARCREEK TOWNSHIP

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

RELEASE


Bond Number	:	18-005 (W/S)
Development	:	The Villages of Winding Creek, The Boulevards at Winding Creek, Section Six
Developer	:	VWC Holdings, LTD
Township	:	Clearcreek
Amount	:	\$23,324.00
Surety Company	:	Old Fort Banking Company (10135914-2)

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

caw

cc: VWC Holdings, LTD, 3601 Rigby Road, Suite 300, Miamisburg, OH 45342
Old Fort Banking Company, 6430 Wilmington Pike, Dayton, OH 45459
Water/Sewer (file)
Bond Agreement file

Resolution

Number 20-1162

Adopted Date August 18, 2020

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH THE DREES COMPANY FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LEGACY AT ELLIOTT FARM, SECTION 4 SITUATED IN DEERFIELD 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	:	20-016 (P/S)
Development	:	Legacy at Elliott Farm, Section 4
Developer	:	The Drees Company
Township	:	Deerfield
Amount	:	\$144,941.88
Surety Company	:	Liberty Mutual Insurance Company (014214558)

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No. _____

20-014 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between _____
The Drees Company (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Liberty Mutual Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Legacy at Elliott
Farm **Subdivision, Section/Phase** Section 4 (3) (hereinafter the "Subdivision") situated in
Deerfield (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 \$475,329.10,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$111,493.75; 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 \$144,941.88 to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County subdivision
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is
inserted herein, the **minimum performance security** shall be 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 \$95,065.82 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:

The Drees Company

Att: Jeff Hebler

231 Grandview Dr.

Ft. Mitchell, KY 41017

Ph. (859) 578 - 4324

D. To the Surety:

Liberty Mutual Insurance Company

8044 Montgomery Road, Suite 150E

Cincinnati, OH 45236

Ph. (513) 792 - 1862

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.

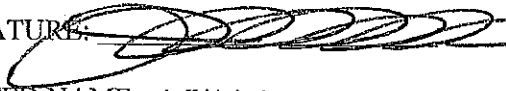
DEVELOPER: The Drees Company

SURETY: Liberty Mutual Insurance Company

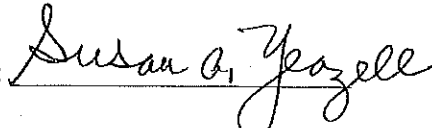
Pursuant to a resolution authorizing the undersigned to execute this agreement.

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

SIGNATURE:



SIGNATURE:



PRINTED NAME: Jeff Hebler

PRINTED NAME: Susan A. Yeazel

TITLE: Assistant Secretary/Cincinnati Land

TITLE: Attorney-in-Fact


DATE: July 27, 2020

DATE: July 27, 2020

[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 20-1162, dated 8/18/2020

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Daria G. Young

TITLE: President

DATE: 8/18/2020

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

Bond No. 014214558

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that, The Drees Company, as Principal, and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of One Hundred Forty-Four Thousand Nine Hundred Forty-One and 88/100 Dollars (\$144,941.88) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct and dedicate for public purpose and maintenance of Streets and Appurtenances (including Sidewalks) in Legacy at Elliott Farm, Section 4 Subdivision in Deerfield Township, Warren County, OH.

NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Legacy at Elliott Farm, Section 4 Subdivision on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of One Hundred Forty-Four Thousand Nine Hundred Forty-One and 88/100 Dollars (\$144,941.88) and no more.

SIGNED AND DATED THIS 27th day of July, 2020

Principal: The Drees Company

By: 

Jeff Hebel, Assistant Secretary/
Cincinnati Land

Surety: Liberty Mutual Insurance Company

By: 

Susan A. Yeazell, Attorney-in-Fact



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.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203881-014183

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Dan E. Ries, Julie L. Cline, Susan A. Yeazell, Tiffany Gobich, all of the city of Cincinnati, state of OH each individually if there be more than one named, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the above-referenced surety bond.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of July, 2020.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of July, 2020, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of July, 2020



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00am and 4:30pm EST on any business day.

Resolution

Number 20-1163

Adopted Date August 18, 2020

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH THE DREES COMPANY FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LEGACY AT ELLIOTT FARM, SECTION 4, SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	20-016 (W/S)
Development	:	Legacy at Elliott Farm, Section 4
Developer	:	The Drees Company
Township	:	Deerfield
Amount	:	\$36,319.00
Surety Company	:	Liberty Mutual Insurance Co. (No. 014214559)

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: The Drees Company, Attn: Jeff Hebler, 211 Grandview Dr., Ft. Mitchell, KY 41017
Liberty Mutual Insurance Co., 8044 Montgomery Rd, Suite 150E, Cincinnati, OH 45236
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

20-016 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between _____
The Drees Company (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Liberty Mutual Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Legacy at Elliott Farm
Subdivision, Section/Phase Section 4 (3) (hereinafter the "Subdivision") situated in
Deerfield (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 \$363,185,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$0.00; 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 \$0.00 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 N/A 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 \$36,319.00 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:

The Drees Company
Att: Jeff Hebler
211 Grandview Drive
Ft. Mitchell, KY 41017
Ph. (859) 578 - 4324

D. To the Surety:

Liberty Mutual Insurance Company

8044 Montgomery Road, Suite 150E

Cincinnati, OH 45236

Ph. (513) 792 - 1862

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: The Drees Company

SURETY: Liberty Mutual Insurance Company

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

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Jeff Hebel

PRINTED NAME: Susan A. Yeazell

TITLE: Assistant Secretary/Cincinnati Land

TITLE: Attorney-in-Fact

DATE: July 27, 2020

DATE: July 27, 2020

[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 20-1143, dated 8/18/20.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: _____

PRINTED NAME: David B. Young

TITLE: President

DATE: 8/18/2020

RECOMMENDED BY:

By: _____
SANITARY ENGINEER

APPROVED AS TO FORM:

By: _____
COUNTY PROSECUTOR

Key:

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

Bond No. 014214559

MAINTENANCE BOND

Know All Men By These Presents, That we, The Drees Company
211 Grandview Drive, Ft. Mitchell, KY 41017
as Principal, and Liberty Mutual Insurance Company, a corporation
organized under the laws of the State of MA with principal place at 8044 Montgomery
Road, 150E, Cincinnati, OH 45236, as Surety, are held and
firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH
452036 (hereinafter called Obligee) in the penal sum of Thirty-Six Thousand
Three Hundred Nineteen and 00/100, (\$ 36,319.00), for
payment of which, well and truly to be made, we do hereby bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

DATED this 27th day of July 20 20.

WHEREAS, the said Principal has heretofore entered into a Subdividers
Contract with the Obligee above named for certain physical improvements for

Water and/or Sanitary Sewer in Legacy at Elliott Farm Subdivision
Section Four in Deerfield Township, Warren County, Ohio

and

WHEREAS, the Principal submits that all work called for under the said
Subdividers Contract has now been completed according to the approved plans and as
a condition of acceptance of the physical improvements offers this bond to said
Obligee;

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That is
said Principal shall, for a period of One (1) years from and after the 27th
day of July, 20 20, indemnify the Obligee against any loss or
damage directly arising by reason of any defect in the material or workmanship which
may be discovered within the period aforesaid, then this obligation shall be void;
otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said
Principal, written statement of the particular facts showing such default and the date
hereof shall be delivered facts showing such default and the date thereof shall be
delivered to the Surety by certified mail, at its Home Office in 175 Berkeley Street
Boston, MA 02117 promptly and in any event within thirty (30) days after the Obligee
or his representative shall learn of such default; and that no claim suit, or action by
reason of any default of the Principal shall be brought hereunder after the expiration of
thirty (30) days from the end of the maintenance period as herein set forth.

The Drees Company

Principal

By: 

Jeff Hebler

Its: Assistant Secretary/Cincinnati Land

Liberty Mutual Insurance Company

Surety

By: 

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



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.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203881-014183

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Dan E. Ries, Julie L. Cline, Susan A. Yeazell, Tiffany Gobich all of the city of Cincinnati, state of OH each individually if there be more than one named, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the above-referenced surety bond.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of July, 2020.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of July, 2020, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV -- OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation -- The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization -- By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of July, 2020



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00am and 4:30pm EST on any business day.

Resolution

Number 20-1164

Adopted Date August 18, 2020

APPROVE VARIOUS RECORD PLATS

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

- Legacy at Elliott Farm, Section 4 – Deerfield Township

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 20-1165

Adopted Date August 18, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS GENERAL
FUND #11011110

BE IT RESOLVED, to approve the following supplemental appropriation:

\$30,000.00 into #11011110-5840 (General Fund Commissioner - Unemployment)

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
OMB (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1166

Adopted Date August 18, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 1,000.00 into BUDGET-BUDGET 22891227-5855 (Uniforms/Personal Equipment)

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental Adjustment file
Common Pleas (file)

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

Resolution

Number 20-1167

Adopted Date August 18, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND #2295

BE IT RESOLVED, to approve the following supplemental appropriation into Warren County Sheriff's Office Fund #2295:

\$1,000.00 into #22952200-5317 (Non-Capital Purchases)

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Sheriff (file)

Resolution

Number 20-1168

Adopted Date August 18, 2020

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO EMERGENCY SERVICES FUND #11012850

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Emergency Services Fund #11012850 in order to process a vacation leave payout for Ethan Tyree former employee of Emergency Services:

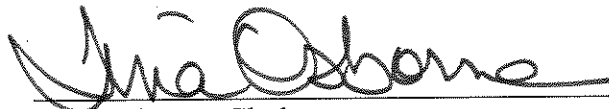
\$610.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012850-5882	(Emergency Services - Vacation Leave Payout)

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adjustment file
Emergency Services (file)
OMB

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 20-1169

Adopted Date August 18, 2020

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND
11011150

BE IT RESOLVED, to approve the following appropriation adjustment in order to process a vacation payout for Sarah Lucking, former employee of the Prosecutor's Office:

\$2,000 from #11011150-5102 (Genl Pros Regular Salaries)
 into #11011150-5882 (Genl Pros Vacation Leave Payout)

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

MRB/

cc: Auditor
Appropriation Adjustment file
Prosecutor (file)
OMB

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

Resolution

Number 20-1170

Adopted Date August 18, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
GENERAL FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 7,000.00 from #11011220-5820 (Health/Life Insurance)
 into #11011220-5317 (Non-Capital Purchases)

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas Court (file)

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

Resolution

Number 20-1171

Adopted Date August 18, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#10111240

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

\$500.00 from #11011240-5415 (Indigent Attorneys)
 into #11011240-5317 (Juv CT Non-Capital Purchase)

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 20-1172

Adopted Date August 18, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE JUVENILE DETENTION
FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment within the Juvenile
Detention fund #11012600:

\$2,200.00 from #11012600-5102 (Regular Salaries)
 into #11012600-5840 (Unemployment Comp)

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 20-1173

Adopted Date August 18, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT RECLAIM
GRANT FUND #2247

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

\$1,000.00 from #22471242-5210 (Materials and Supplies)
 into #22471242-5911 (Non-Taxable Meal Fringe)

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 20-1174

Adopted Date August 18, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN BOARD OF ELECTIONS FUND
#11011300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$100.00	from	#11011300-5210	(Materials & Supplies)
	into	#11011300-5840	(Unemployment)

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Board of Elections (file)

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

Resolution

Number 20-1175

Adopted Date August 18, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND
11012210

BE IT RESOLVED, to approve the following appropriation adjustment:


\$1,020.63 from #11012210-5830 (Workers Comp)
 into #11012210-5840 (Unemployment Comp)

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 20-1176

Adopted Date August 18, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

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

\$1,000.00 from #22735100-5102 (Regular Salaries)
 into #22735100-5882 (Accum. Vacation Payout)

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

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

Resolution

Number 20-1177

Adopted Date August 18, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
NO. 5510

WHEREAS, the Water and Sewer Department incurs costs for a Panasonic Toughpad FZ-G1 to be used by our water inspectors; and

WHEREAS, the Panasonic Toughpad FZ-G1 must be approved through the Warren County Data Board; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:

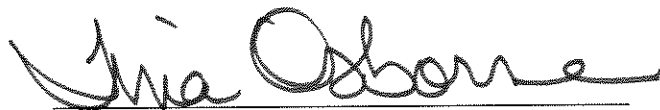
\$5,000.00	from	55103200-5317	(NON-CAPITAL PURCHASE)
	into	55103200-5318	(DATA BD APPROV NON-CAPITAL)

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Auditor ✓
Appropriation Adj. file
Water/Sewer (file)

Resolution

Number 20-1178

Adopted Date August 18, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
NO. 5510

WHEREAS, the Water and Sewer Department incurs customer reimbursement costs for excavating and cleaning mud from a pond located on State Route 122; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:

\$10,000.00 from 55103200 - 5998 (RESERVE/CONTINGENCY)
into 55103200 - 5910 (OTHER EXPENSES)

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

Resolution

Number 20-1179

Adopted Date August 18, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN WARREN COUNTY GARAGE
FUND #6619

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5,000.00	from	#66191110-5400	(Purchased Services)
	into	#66191110-5317	(Non-Capital Purchase)

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Garage (file)

Resolution

Number 20-1180

Adopted Date August 18, 2020

AUTHORIZE COUNTY ADMINISTRATOR TO ENTER INTO TEMPORARY
REVOCABLE LICENSE AGREEMENT RELATIVE TO TEMPORARY USE OF WARREN
COUNTY PROPERTY

WHEREAS, this Board is in receipt of a request from City Gate Church to utilize land located within the City of Lebanon adjacent to the Warren County Water Department's Water Warehouse for a fireworks display on Sunday, September 6, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the County Administrator to enter into Temporary Revocable License Agreement with City Gate Church when such agreement and required insurance has been presented; and

BE IT FURTHER RESOLVED, that said final agreement shall become part of the record upon being presented.

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 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: C/A—City Gate Church
Water/Sewer (file)

Resolution

Number 20-1181

Adopted Date August 18, 2020

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

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

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

Resolution adopted this 18th day of August 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners file

REQUISITIONS

Department	Vendor Name	Description	Amount
SHE	DATAWORKS PLUS LLC	INMATE WRISTBAND SUPPORT	\$ 117.04
CSV	MENTAL HEALTH AMERICA OF NORTHERN	START MENTOR SALARY AND MILEAGE	\$ 35,500.00
GRA	VILLAGE OF MORROW	FY2020 MORROW PHEGLEY PARK CDGB PROJECT	\$ 158,521.00

8/18/2020 APPROVED:



Tiffany Zindel, County Administrator