

Resolution

Number 20-1659

Adopted Date November 24, 2020

APPROVE PROMOTION OF JANET LUNDY FROM THE POSITION OF UTILITY CLERK II TO THE POSITION OF UTILITY CLERK III WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, the Sanitary Engineer has indicated that Ms. Lundy has necessary requirements for a Utility Clerk III; and

NOW THEREFORE BE IT RESOLVED, to promote Janet Lundy to the position of Utility Clerk III, non-exempt, pay range #14, \$19.82 per hour, effective pay period beginning November 21, 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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1660

Adopted Date November 24, 2020

HIRE WILLIAM NEYER AS WASTEWATER TREATMENT SYSTEMS CHIEF OPERATOR NORTH, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire William Neyer as Wastewater Treatment Systems Chief Operator, North, within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), non standard work week, Pay Range #20, \$27.03 per hour, effective December 14, 2020, subject to a negative drug screen, and a 365-day probationary period., and


BE IT FURTHER RESOLVED, that Mr. Neyer will not receive the typical three percent (3%) increase upon completion of probation as his wage reflects his experience.

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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: W. Neyer's Personnel file
Water/Sewer (file)
OMB – Sue Spencer
Theresa Reier

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1661

Adopted Date November 24, 2020

HIRE TARA KOGER AS SCREENER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Tara Koger as Screener II, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #8, \$19.04 per hour, under the Warren County Job and Family Services compensation plan, effective December 14 2020, subject a negative background check, drug screen and a 365 day probationary period; and

BE IT FURTHER RESOLVED, that Ms. Koger will not receive the typical three percent (3%) increase upon completion of probation as her wage reflects her experience.

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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
Tara Koger's Personnel file
OMB – Sue Spencer

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

Resolution

Number 20-1662

Adopted Date November 24, 2020

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

BE IT RESOLVED, to hire Sydney Wyatt as Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$ per hour, under the Warren County Job and Family Services compensation plan, effective December 14 2020, subject a negative drug screen and a 365 day probationary period.

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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Children Services (file)
Sydney Wyatt's Personnel file
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1663

Adopted Date November 24, 2020

ACCEPT RESIGNATION OF CHLOE PETERSON, ALTERNATIVE RESPONSE CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE DECEMBER 11, 2020

BE IT RESOLVED, to accept the resignation of Chloe Peterson, Alternative Response Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective December 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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1664

Adopted Date November 24, 2020

ACCEPT RESIGNATION OF JESSICA BOEMAKER, ALTERNATIVE RESPONSE CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE DECEMBER 11, 2020

BE IT RESOLVED, to accept the resignation of Jessica Boemaker, Alternative Response Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective December 4, 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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 20-1665

Adopted Date November 24, 2020

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

WHEREAS, there exists two openings for an "Alternative Response Caseworker I or II" position within the Department of Job and Family Services, Children Services Division; and


NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Alternative Response 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 November 20, 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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

Resolution

Number 20-1666

Adopted Date November 24, 2020

ACCEPT THE RENEWAL VERIFICATION RELATIVE TO ADMINISTRATIVE SERVICES WITH UNITED HEALTHCARE EFFECTIVE JANUARY 1,2021

WHEREAS, it is the intention of this Board to accept the 2021 Renewal Verification with United Healthcare for administrative services relative to the medical plan; and

NOW THERFORE BE IT RESOLVED, to accept the Renewal Verification from United Healthcare for the plan year effective January 1, 2021; Renewal Verification attached hereto.

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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR/

cc: c/a—United Healthcare
Horan & Assoc
Benefits File
Tammy Whitaker, OMB



2021 Renewal Verification

Email/Return to: UnitedHealthcare of Ohio, Inc.
Attn: Trista Owens
Email: Trista_owens@uhc.com
Phone: 513-619-3736

From: Warren County Board of Commissioners

APPROVED AS TO FORM

[Signature] President
(Signature/Title)

David Young
(Printed)

Adam M. Nice
Asst. Prosecuting Attorney

x After review of UHC's ASO renewal proposal we elect to renew our coverage with UHC effective January 1, 2021.

Warren County will be making the following changes effective 1/1/2021

- Warren County will be increasing the Base deductible from \$2,800/\$5,600 to \$3,000/\$6,000 ✓
- Warren County will be increasing the Buy up deductible from \$1,500/\$3,000 to \$1,750/\$3,500 ✓
- The out of pockets limits should not change and remain as current. ✓
- Warren County will be discontinuing Real Appeal and will no longer offer it to new participants as of 1/1/21. They would like to allow anyone currently enrolled to continue in the program to completion ✓
- Warren County will continue the Spine and Joint COE program which now also includes Orthopedic Health Support. ✓

Please review for verification purposes:
Monthly Administrative Fee: \$58.24 ✓ nlc
\$20,000 Wellness budget included with the 2021 renewal ✓

PLEASE COMPLETE:

How many eligible full time employees do you currently have? 999

Please confirm employer contribution percentages applicable to your group's UHC benefit elections:

Buy-Up 85%/15% Base 100%

Open enrollment will be held beginning: 11/9/2020 through 11/20/2020

APPROVED AS TO FORM

[Signature]

Adam M. Nice
Asst. Prosecuting Attorney

RECEIVED ON08000

NOV 3 '20 PM 1

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF Butler

I, Caitlin Clipp, holding the title and position of Executive Director at the firm LHC, 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.

Caitlin Clipp
AFFIANT

Subscribed and sworn to before me this 5th day of November 20 20

Teresa A Todd
(Notary Public),

Hamilton County.



Teresa A Todd
Notary Public, State of Ohio
Comm. Expires July 30, 2022

My commission expires 7-30 20 22

[Signature]

Resolution

Number 20-1667

Adopted Date November 24, 2020

AUTHORIZE RENEWAL ADMINISTRATIVE SERVICES CONTRACT WITH DENTAL CARE PLUS, INC EFFECTIVE JANUARY 1, 2021

WHEREAS, it is the desire of this Board of County Commissioners to continue services provided by Dental Care Plus relative to the administration of the dental plan; and

NOW THEREFORE BE IT RESOLVED, to authorize renewal Administrative Services Contract with Dental Care Plus, Inc., effective January 1, 2021; contract 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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—Dental Care Plus
Horan & Assoc
Benefits File
Tammy Whitaker, OMB



ADMINISTRATIVE SERVICES CONTRACT

BETWEEN

DENTAL CARE PLUS, INC.

AND

WARREN COUNTY COMMISSIONERS

This Contract is entered into as of this 01 day of JANUARY 2021, by and between DENTAL CARE PLUS, INC. ("Dental Care Plus") with its principal place of business at 100 CROWNE POINT PLACE, CINCINNATI, OHIO 45241, and WARREN COUNTY COMMISSIONERS ("Employer") with its principal place of business at 406 JUSTICE DRIVE, LEBANON, OHIO 45036 to provide administrative functions and claims services for dental care benefits through the Dental Care Plus prepaid dental plan to eligible employees and their dependents.

Wherever in this Agreement reference is made to the term "Plan", it shall mean the benefits for the Employer's employees and their dependents as set forth in Appendix A.

RECITALS

WHEREAS, Employer sponsors a self-insured dental benefits plan ("Plan) to provide certain dental benefits for eligible employees and their dependents who enroll in the Plan ("Plan Participants"); and

WHEREAS, DCP is licensed as a third party administrator, and provides claims payment and other administrative services to sponsors of self-insured dental plans; and

WHEREAS, DCP also has organized a network of dentists ("DCP Network") who have agreed to accept a contracted rate ("Network Fee") for covered dental services provided to persons enrolled in dental benefits plans administered by DCP (such dentists are hereinafter referred to as "Network Dentists"); and

terminates, and submitted after the date the Contract (including any Renewal Term) terminates (“Run-off Claims”) for an additional fee (“Run-off Fee”), as set forth in Addendum A. If Employer elects to utilize DCP to process Run-off Claims and to pay the Run-off Fee, all other terms of the Contract will continue to apply until all Run-off Claims have been paid, or until Employer notifies DCP in writing that Employer wishes to cease utilizing DCP’s services to process Run-off Claims.

1.06 DCP will send weekly a report (“Claim Expense Backup Report” or “Report”) to Employer which lists all Claims which have been processed and approved for payment through the date of the Report, and the amount of the approved payment for the Claims listed on the Report (“Paid Claim Expenses”). The approved payment for Claims will be based on the Network Fee. Upon funding of the Paid Claim Expenses by Employer, DCP will pay the Claims directly to the Network Dentist, and DCP will send an explanation of benefits to the Plan Participant. Network Dentists have agreed to permit DCP to withhold a portion of the Network Fee, and the amount which DCP pays to the Network Dentist on a Claim may be different from the amount approved for payment and funded by Employer. A copy of detailed Claims information will be furnished to Employer on request.

1.07 DCP will prepare a monthly Administration Fee invoice, and if Employer elects to utilize the services of DCP to process Run-off Claims, a monthly Run-off Fee invoice on approximately the fifteenth (15th) day of each month (or if the 15th falls on a weekend or holiday, the previous business day) and submit the invoice to Employer.

1.08 DCP will verify the eligibility of Employer’s employees and their dependents to receive benefits under the Plan based on information provided by Employer.

1.09 DCP will refer any Claims which DCP believes are not clearly covered under the Plan to Employer for final determination, and will take appropriate action on such Claims in accordance with Employer’s instructions following such referral.

1.10 Unless otherwise instructed by Employer, DCP will distribute to each employee who enrolls in the Plan i) the summary plan description approved by Employer, and ii) an identification card which bears the DCP logo and that identifies the employee (and

2.01 Employer will make the final decision on any Claim referred to Employer by DCP as specified in Section 1.09 above, and communicate Employer's final determination of such Claim to DCP. Employer will also make the final determination on all appeals, and forward such determination to DCP so that DCP can notify the Plan Participant or representative of the determination of the appeal.

2.02 Employer will pay DCP the monthly Administration Fee, as set forth in Addendum A of the Contract, as thereafter modified from time to time by agreement of the parties. Employer will also pay Consulting Fees for transition services requested by Employer, as set forth in Section 1.14 and Addendum A.

2.03 Employer will promptly on receipt of the weekly Claim Expense Backup Report fund the Paid Claim Expenses set forth in the Claim Expense Backup Report, as set forth in Addendum A of the Contract, as thereafter modified from time to time by agreement of the Parties. Employer acknowledges that the amount which a Network Provider is paid on a Claim may differ from the Paid Claim Expense as a result of the Network Provider's agreement to permit DCP to withhold a portion of the Network Fee.

2.04 If Employer elects to utilize the services of DCP to process Run-off Claims, Employer will notify DCP of such election in writing, no later than sixty (60) days prior to the end of the final Term of the Contract, and beginning the first month after the end of the final Term of the Contract, Employer will be obligated to pay the Run-off Fee set forth in Addendum A in lieu of the Administrative Fee. All other terms of the Contract will continue to apply until all Run-off Claims have been processed, or until Employer notifies DCP in writing at least sixty (60) days in advance that Employer wishes to cease utilizing DCP's services to process Run-off Claims. Employer acknowledges that if Employer does not elect to utilize the services of DCP to process the Run-off Claims and pay the Run-off Fee for such services, the Network Fee will not be applicable to any Run-off Claims for services rendered by Network Dentists, and all Run-off Claims will be payable based on the provider's billed charges.

actuary and makes no representation regarding the accuracy of any funding rates developed by Employer's actuary or adopted by Employer based on information, estimates or other data provided by DCP.

2.11 The legal and tax status of the Plan under applicable law is a matter of determination by Employer, and not by DCP. DCP is neither the administrator, nor a named fiduciary of the Plan, as defined under the Employee Retirement Income Security Act of 1974 (P.L. 93-406). Employer understands and acknowledges that compliance with all legal requirements imposed on the Plan by federal and state law is solely the responsibility of Employer.

2.12 Employer agrees not to use the names DCP or Dental Care Plus, or the Dental Care Plus logo, in any manner or context, nor authorize or permit any other person to use such names or logos in any manner or context, except as expressly approved by DCP. Employer further acknowledges that all systems and methodologies used by DCP, and all documents and databases provided by DCP, including but not limited to the summary plan description, the Network Directory, and the identification card, are proprietary to DCP, and Employer agrees to not use such documents, databases, systems, methodologies, or other information, or to permit any other person to use such documents, databases, systems, methodologies, or other information without the express consent of DCP. Employer further acknowledges that the Network Fees are confidential information, and agrees to maintain any information which includes the Network Fees in a confidential manner, and to not disclose the Network Fees to any person; provided however, that such Network Fees may be disclosed to Employer's human resources staff, accountants, auditors, attorneys, and other professional advisors as necessary for the sole purpose of Plan administration, or in the exercise of Employer's audit rights under this Contract. Employer agrees, prior to disclosure of any confidential or proprietary information, to obtain the agreement of any staff member, accountant, auditor, attorney or other professional advisor that the Network Fees are confidential and proprietary to DCP, and that such information will be maintained in a confidential manner and not further used or disclosed. Employer acknowledges that DCP may seek injunctive relief if this Section 2.12 is violated,

5.02 The Term of this Contract is for a period of one (1) year commencing on the Effective Date. Unless DCP or Employer provides notice to the other party at least sixty (60) days prior to the end of the then current Term of their intent not to renew or to renew on different terms than those set forth herein, the Contract will be automatically renewed for additional one (1) year Renewal Terms beginning on the Renewal Date of this Contract; provided, however, DCP or Employer may terminate this Contract without cause at any time by giving sixty (60) days prior written notice of termination to the other party.

5.03 In addition to the right of termination provided in Section 5.02, this Contract may be terminated by DCP, without notice, if Employer fails to pay any amounts payable to DCP under this Contract, effective at the expiration of the last period for which Employer paid under the provisions of the Contract. Acceptance of a delinquent payment by DCP will not be deemed a waiver of DCP's right to terminate under this Section.

Article VI

Miscellaneous

6.01 All notices or demands under this Contract must be in writing and will be deemed to have been duly given if delivered by hand or mailed by registered mail, postage prepaid, to the address set forth in the first paragraph of this Contract, as such address may be modified from time to time by the respective party on written notice to the other party.

6.02 This Contract, any Appendices, Exhibits, Amendments and Addendums attached hereto or issued subsequently by DCP, and the Application for Administrative Services Contract constitute the entire agreement between parties. Any inconsistencies between the Application for Administrative Services Contract and this Contract (including Appendices, Exhibits, Amendments and Addendums) will be resolved in favor of this Contract.

6.03 This Contract may be amended only in writing signed by both parties; provided however, that DCP may amend the Contract to comply with state or federal law on

HIPAA means the Health Insurance Portability and Accountability Act of 1996, as amended by the Stimulus Act; and regulations adopted pursuant thereto, including but not limited to 45 C.F.R. Parts 160 and 164.

Individual means a person whose Protected Health Information is created, accessed, used, held or maintained by DCP on behalf of Health Plan.

Individual Right means the right of an Individual to access or amend their Protected Health Information, to request an accounting of uses and disclosures of their Protected Health Information, to request restrictions on the use and disclosure of their Protected Health Information, to request confidential communications, and any similar right of an Individual with respect to Protected Health Information which arises out of HIPAA or the Privacy and Security Regulations.

Plan or Health Plan means the self-insured dental benefits plan sponsored by Employer and offered to eligible employees and their dependents.

Privacy and Security Regulations means the regulations promulgated by HHS pursuant to HIPAA to address the privacy and security of Protected Health Information, which currently are codified at 45 C.F.R. 160 and 164, as now in effect or as amended, expanded or recodified from time to time subsequent to the Effective Date of this Amendment. Privacy and Security Regulations also include without limitation any regulations adopted under the amendments to HIPAA enacted in the Stimulus Act.

Security Requirements means 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316, as now in effect or as subsequently amended. Security Requirements also consist of any law or regulation promulgated after the Effective Date to address the requirements imposed on a covered entity or a business associate of a covered entity under HIPAA.

- E. Unless otherwise limited by this Article, DCP may Disclose Protected Health Information in its possession for the proper management and administration of DCP or to carry out its legal responsibilities' provided (i) such Disclosure is Required by Law or (ii) DCP obtains reasonable assurance from any person or organization to which PHI is disclosed that such person or organization will hold such PHI in confidence and use or further disclose it only as Required by Law or for the purpose for which it was Disclosed to the person or organization, and notify DCP of any instance of which the person or organization becomes aware in which the confidentiality of such PHI has been breached.

- F. DCP shall, in all cases, limit any Use or Disclosure of Protected Health Information to the Limited Data Set, if practicable, or if needed by the DCP, the minimum amount of Protected Health Information necessary to perform the task or accomplish the purpose of the Use or Disclosure. Upon issuance of guidance by the Secretary on what constitutes the minimum amount of Protected Health Information necessary, DCP shall limit the amount of Protected Health Information Used or Disclosed by DCP in accordance with such guidance.

- G. DCP may not Use or Disclose Protected Health Information in any manner that would constitute a violation of HIPAA, including without limitation the Privacy and Security Regulations, if Used or Disclosed by Plan.

- H. DCP may Use or Disclose Protected Health Information to provide Data Aggregation services related to the Plan's Health Care Operations.

- I. DCP agrees to not Use or further Disclose Protected Health Information other than as authorized by this Article, as requested by the Plan, or as Required by Law.

- B. DCP shall maintain a record of all Disclosures of Protected Health Information as necessary to provide an Accounting of such Disclosures to the Plan Sponsor upon request.

- C. DCP shall make its internal practices, books and records relating to Uses and Disclosures of Protected Health Information available to the Secretary of the U.S. Department of Health and Human Services or designee, or to any other official or agency with enforcement authority under HIPAA, for purposes of determining the Plan's and DCP's compliance with HIPAA.

- D. Upon the termination of the Contract, DCP shall return or destroy all Protected Health Information and will retain no copies of such information. If such return or destruction of Protected Health Information is not feasible, DCP agrees that the provisions of this Article are extended beyond termination of the Contract to the Protected Health Information still in the possession of DCP, and DCP shall limit all further uses and disclosures to those purposes that make the return or destruction of the Protected Health Information infeasible.

- E. DCP shall report to Plan Sponsor any Security Incident relating to Electronic Protected Health Information of which it becomes aware.

- F. DCP shall, following the discovery of a Breach of Unsecured PHI, notify Plan Sponsor of such Breach. A Breach shall be treated as discovered by DCP on the first day on which such Breach is known to DCP, or, by exercising reasonable diligence, would have been known to DCP or any person who is an employee, officer or agent of DCP, other than the person committing the Breach.

authorization from each Individual whose information is the subject of the remuneration transaction has been obtained.

7.04 Obligations of Plan and Plan Sponsor

- A. Plan Sponsor and Plan will at all times comply with HIPAA. The Plan Sponsor will implement policies and procedures as required by HIPAA, and take such other action as required by HIPAA.
- B. Plan Sponsor will provide DCP with a copy of the Plan's notice of privacy practices required under HIPAA, and any modifications thereto.
- C. Plan Sponsor shall include the language required by the Privacy and Security Regulations in the Plan document if Protected Health Information is to be Disclosed by DCP to Plan Sponsor, and upon request provide DCP with a copy of the Plan Sponsor's certification of the Plan document amendment.
- D. Neither Plan Sponsor nor Plan will require DCP to Use or Disclose Protected Health Information in a manner that is not permitted under HIPAA, or otherwise require DCP to take action which is in violation of HIPAA.

7.05 Termination, Survival and Interpretation

- A. Notwithstanding any other provision of the Contract, either party may immediately terminate the Contract, if the other party has materially violated its responsibilities regarding Protected Health Information under this Amendment and has failed to provide satisfactory assurances to non-

ADDENDUM A
to
Administrative Services Contract
WARREN COUNTY COMMISSIONERS

I. COMPENSATION

All Fees will be paid by Employer to Dental Care Plus, Inc. ("DCP") at the location set forth in the invoice on or before the Due Date, as set forth below.

A. Administration Fees

Employer agrees to pay the monthly Administration Fee at the following rate:

\$3.15 per enrolled employee per month
[Date of contract 01-01-2021 to 01-01-2024
***This rate guaranteed for 3 year(s)**

An invoice for the monthly Administration Fee will be submitted to Employer by DCP approximately the fifteenth (15) day of each month.

The Due Date for payment of the monthly Administrative Fee to DCP is the last banking day of the month in which the invoice is received.

B. Run-off Fees

If Employer elects to utilize the services of DCP to process Run-off Claims, Employer agrees to pay a Run-off Fee as follows:

\$4.00 per Claim

A monthly invoice for the Run-off Fee will be submitted to Employer by DCP approximately the fifteenth (15) day of each month.

The Due Date for payment of the Run-off Fee to DCP is the last banking day of the month in which the invoice is received.

C. Consulting Fees

If upon termination or non-renewal of this Contract, Employer requests DCP provide Transition Services as set forth in Section 1.14 of the Contract, Employer agrees to pay DCP for such services at the following rate:

\$125 per hour

DENTAPREMIER PLUS ADDENDUM

This DENTAPREMIER PLUS ADDENDUM (“Addendum”) to the Administrative Services Contract (“Contract”) between Dental Care Plus, Inc., DCP Holding Company (collectively “DCP”) and **WARREN COUNTY COMMISSIONERS** (“Employer”) is incorporated into and is a part of the Contract, and shall be effective as of the Effective Date of the Contract.

WHEREAS, Employer has selected a self-insured plan benefit design which requires Plan Participants to obtain covered services from a Network Dentist; and

WHEREAS, Employer wishes to offer to eligible employees and their dependents a second option which permits Plan Participants to obtain services from the dentist of their choice; and

WHEREAS, DCP also offers a self-insured plan benefit design which permits Plan Participants to obtain services from the dentist of their choice without penalty, which is referred to as DentaPremier Plus;

NOW THEREFORE, the parties agree to incorporate into the Contract the following provisions:

1. All terms used in this Addendum shall have the same meaning as in the Contract.
2. In addition to the schedule of benefits and summary plan description referenced in Section 1.02 of the Contract, DCP will also provide Employer with a schedule of benefits and a summary plan description for the DentaPremier Plus option. Under the DentaPremier Plus option, Plan Participants are not required to obtain benefits from a Network Dentist, and may obtain covered services from the dentist of their choice.
3. Plan Participants who select the DentaPremier Plus option will not have access to the DCP Network, and the Network Fee will not be applied to Claims for covered services under the DentaPremier Plus option, regardless of whether the dentist who provided the service is a Network Dentist. The approved payment for all Claims for covered services under the DentaPremier Plus option will be based on a separate fee schedule developed by DCP for use with the DentaPremier Plus option (“Indemnity Fee Schedule”). The Employer acknowledges that the Indemnity Fee Schedule may be higher than the Network Fee Schedule, and that Plan Participants are responsible for paying the dentist for the difference between the Indemnity Fee Schedule and the dentist’s billed charge, as well as copayments and deductibles required under the DentaPremier Plus option.

year first-mentioned above.

DENTAL CARE PLUS, INC.

By: *R E Z*
Date: 10/12/2020
Title: President

EMPLOYER

By: *[Signature]*
Date: 11/24/20
Title: President

AFFIDAVIT OF NON COLLUSION

STATE OF Kentucky
COUNTY OF Kenton

I, Brian R Jones, holding the title and position of Vice President at the firm Dental Care Plus Group, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

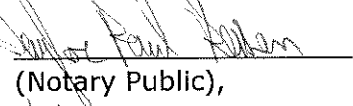
No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

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

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


AFFIANT

Subscribed and sworn to before me this 10th day of November, 2020



(Notary Public),

Kenton County.

My commission expires January 30, 2024

RECEIVED 01/16/2021

NOV 16 20 2020


~~ALLISON THORNTON
Notary Public, State at Large, Kentucky
My Commission Expires 2/19/22
ID 595520~~


TAYLOR PAUL KESSEN
Notary Public, State at Large, Kentucky
My Commission Expires 1/30/24
ID KYNP1668

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1668

Adopted Date November 24, 2020

ENTER INTO AGREEMENT WITH TO ENTER INTO A YOUTH WORKSITE
AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to enter into a Youth Worksite Agreement with the following company, as
attached hereto and made part hereof:

Warren County Career Center
3525 OH-48
Lebanon, Ohio 45036

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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – OhioMeansJobs Warren County
OhioMeansJobs (file)

**OhioMeansJobs Warren County
TANF Youth Employment Program
Worksite Agreement**

This agreement is entered into by and between on this 19th day of November, 2020, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **Warren County Career Center, 3525 OH-48, Lebanon, OH 45036** hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Work Experience Program from date of action by the Board of Commissioners through June 30, 2021.

WITNESSETH:

WHEREAS, OMJWC operates a TANF Work Experience Program which may provide temporary entry level employment experiences to eligible Warren County youth from age 14 through age 24 years; and

WHEREAS, eligible worksites are needed for TANF Work Experience Program participants; and

WHEREAS, the Worksite desires to participate in the TANF Work Experience Program by providing employment opportunities for youth at the above named worksite location.

NOW THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

- A. OMJWC in conjunction with Southwest Ohio Council of Governments will provide youth recruitment, intake and job placement; payroll preparation and distribution; youth counseling; worksite visitation/evaluation; and other TANF Work Experience Program services for youth and technical assistance to the Worksite and youth, as required.
- B. OMJWC is mandated by law to serve only low income youth with identified barriers, as defined by the TANF Summer Youth Employment Program and Ohio's Comprehensive Case Management and Employment Program(CCMEP). The Worksite, in operating programs funded under the TANF Work Experience Program, assures that it will administer its program in full compliance with safeguards against fraud and abuse as set forth in the program regulations; that no portion of its TANF Work Experience Program will in any way discriminate against, deny services to or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, handicap or political affiliation or belief; and that it will target employment and training services to those most in need of them and best able to benefit from them.

can be issued. Records pertinent to this agreement shall be retained by the worksite for the duration of the program and thereafter delivered to OMJWC within seven days to be properly stored.

- I. The Worksite assures that no person under its employment who presently exercises any functions or responsibilities in connection with OMJWC or TANF Summer Youth funded projects or programs, has or had any financial interest, direct or indirect; in this agreement, nor will the Worksite hire any person having such financial interest.
- J. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- K. The Worksite agrees to abide by all Federal, State and local labor laws; State of Ohio and Federal Child Labor Law restrictions (Attachment B); Civil Rights Provisions which include, but are not limited to, Title VI and VII of the 1964 Civil Rights Act; Ohio Revised Code 4112; Age Discrimination Enforcement Act; Rehabilitation Act of 1973; as well as any and all amendments thereto.
- L. The Worksite agrees and understands that participation in TANF Work Experience Programs requires no compensation of any kind to either party, and that there will be no compensation of any kind made to the Worksite.
- M. The Worksite shall comply with all Federal and State Occupational Safety and Health Regulations (OSHA) dealing with safety of workers on the worksite. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, The Board of Warren County Commissioners, the Area 12 Council of Governments, Area 12 Workforce Investment Board and their employees, from any and all liability that may arise as a result of an OSHA violation.
- N. Any changes in supervision, Worksite location, work duties or schedule for youth assigned to the Worksite, or any other changes in this Agreement, will be made only with prior written notification to and written approval from the OMJWC TANF Work Experience Program Coordinator. Failure to follow this procedure may result in immediate termination of the Worksite Agreement at the sole discretion of OMJWC.
- O. The Worksite and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s). OMJWC will notify the Worksite if there will be a reduced number or no placement of youth due to the unavailability of youth within fifteen (15) days after the beginning of the program.
- P. This agreement may be terminated without cause ten days following the receipt of written notice of termination given by either party. This agreement may be immediately terminated without legal or financial liability of OMJWC for the causes listed below:

T. **GROUND FORS DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be indicated in the space provided below. The Worksite may add rules or reinforce rules, but no rules may be deleted from Attachment C. It is agreed that the rules indicated in Attachment C will be in effect at the Worksite.

Rule:	Group:

U. **CERTIFICATIONS:** The undersigned individuals have read and fully comprehend all statements in this Worksite Agreement and signify by their signatures a voluntary intent to be fully bound by the provisions of this agreement as well as any and all attachments which are explicitly merged and incorporated into the agreement. In addition, the organized labor representative, if applicable, reviewing this agreement expressly stipulated by his/her below affixed signature that he/she has read, understands and voluntarily concurs with the Worksite Agreement. A copy of the completed Worksite Agreement will be returned to the Worksite Administrator after being reviewed and signed by the OMJWC representative. The Worksite is to retain its copy of the Worksite agreement in its files for the duration of the program year.

Attachment A

Warren Co. TANF Summer Youth Employment Program
Request Form

I. Agency Information:

Agency Name: WCCC

Address: 3525 OH-41 Lebanon, OH 45036

Phone: 9375677 E-mail _____

Agency Administrator: Rick Smith

Contact Person: Yvonne Kozzobowski

FEIN#: _____

II. Program Information: Work for the youth will begin at the worksite on or about 12/4/20 and continue until on or about 6/30/21. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of ___ hours per week, normally ___ hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

All youth must be supervised. Please review the job description included in the worksite packet, which briefly outlines responsibilities of a Worksite Supervisor. All supervisors must be adequately oriented before a youth may begin work.

Please provide all of the information requested below for each worksite.

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
Wccc	Yvonne	10	14+	From: 7 a To: 10 p	<input checked="" type="radio"/> Yes <input type="radio"/> No
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No

Attachment B
Minor Labor Laws

In accordance with State of Ohio Child Labor Laws, 14 and 15 years olds MAY NOT:

1. Operate electric or gas lawn mowers
2. Operate string or blade trimmers, weed eaters or weed whips.

In accordance with the State of Ohio Child Labor Laws, minors under the age of 16 MAY NOT be involved in the following tasks:

1. Operating a tractor of over 20 PTO (Power take Off) horsepower or connecting or disconnecting an implement of any of its parts to or from such a tractor.
2. Operate a power post hole digger, post driver, or non-walking type rotary tiller or power mover;
3. Operate or assist in the operation of (including starting, stopping, adjusting, feeding or any activity involving physical contact with the operation of)
4. Work from a ladder or scaffold
5. Drive a bus, truck or automobile when transporting passengers.
6. Handle or apply agricultural chemicals classified under the Federal Fungicide and Rodenticide Act (7 U.S.C. 135 et. Seq.) as Category I toxicity, identified by the "skull and crossbones" on the label or Category II of toxicity, identified by the word "WARNING" on the label.
7. Work in connection with cars, trucks or busses involving the use of pits, racks, lifting apparatus or involving inflation of any tire mounted on a rim equipped with a removable retaining ring.

In accordance with the State of Ohio Child Labor Laws, minors under the age of 18 MAY NOT be involved in the following tasks:

1. Operating or helping to operate the following power driven tools:
 - a. Circular saws
 - b. Band saws
 - c. Guillotine shears.
2. Setting up, adjusting, repairing, oiling or cleaning circular saws, band saws or guillotine shears.
3. Excavating, working in or backfilling (refilling) trenches except:
 - a. Manually excavating or manually backfilling trenches that do not exceed (4) feet in depth at any point.
4. Using fertilizers, fungicides, insecticides, rodenticides or herbicides.

When there is disagreement between State and Federal Child Labor Laws, the most restrictive standard is to be used. Attached is a summary of the comparison of the State and Federal requirements.

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

Resolution

Number 20-1669

Adopted Date November 24, 2020

ADVERTISE FOR BIDS FOR THE TOWNSHIP LINE ROAD RURAL WATERLINE PROJECT

BE IT RESOLVED, to advertise for bids for the Township Line Road Rural Waterline Project for the Warren County Water and Sewer Department; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Website, beginning the week of December 6, 2020; bid opening to be January 7, 2021 at 2:00 p.m.

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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH/

cc: Water/Sewer (file)
OMB Bid file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1670

Adopted Date November 24, 2020

ADVERTISE FOR BIDS FOR THE CARLISLE AREA LIFT STATION UPGRADES –
PHASE 2 PROJECT

BE IT RESOLVED, to advertise for bids for the Carlisle Area Lift Station Upgrades – Phase 2 Project for the Warren County Water and Sewer Department; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Website, beginning the week of December 6, 2020; bid opening to be January 7, 2021 at 11:00 a.m.

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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH/

cc: Water/Sewer (file)
OMB Bid file

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

Resolution

Number 20-1671

Adopted Date November 24, 2020

ENTER INTO CONTRACT WITH RADIANT TECHNOLOGY GROUP, INC. FOR THE WARREN COUNTY JAIL & SHERIFF'S OFFICE A/V SYSTEMS PROJECT

WHEREAS, pursuant to Resolution #20-1506 adopted October 27, 2020, this Board approved a Notice of Intent to Award Contract for the Warren County Jail & Sheriff's Office A/V Systems Project to Radiant Technology Group, Inc., for a total bid price of \$114,214.00; 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 Radiant Technology Group, Inc., 11923 Tramway Drive, Sharonville, Ohio, for a total contract price of \$114,214.00; 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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH

cc: c/a—Radiant Technology Group, Inc.
Facilities Management (file)
OMB Bid file

Project Agreement

This Agreement is entered into, between Warren County Board of Commissioners ("the Company") and Radiant Technology Group, Inc. ("the Contractor").

The Company desires to engage the Contractor to perform certain services for the Company, and the Contractor desires to perform these services pursuant to the terms and conditions stated in this Agreement.

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

1. Independent Contractor. The Contractor's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee of the Company. This Agreement does not create a partnership or joint venture between the parties. Neither the Contractor nor the Company has authority to enter into contracts or agreements on behalf of the other. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company under this Agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contractor warrants and represents to the Company that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required for it to perform the work as set forth in this Agreement.
2. Duties and Compensation. The Contractor's duties and compensation will be set forth in the written Scope of Work (SOW) as part of this proposal agreed by both parties followed by a Purchase Order delivered to Contractor. All work done by the Contractor shall be of commercially reasonable professional standards and shall be performed to the Company's reasonable satisfaction. Contractor shall grant the Company a one (1) year Standard Warranty on all new systems deployed. In the event of a claim of defect, the notice of the claim must be submitted in writing and must describe the claim in sufficient detail to determine the nature of the problem(s). Otherwise, the work shall be accepted by the Company "As Is." This warranty begins upon substantial completion by the Contractor for the period described above, is contingent upon proper use, and will not apply if any failure or malfunction is due to the neglect or misuse by Company.
3. Right of Revision. Contractor reserves the right to revise the SOW and Project Cost based upon information obtained from subsequent site surveys and other sources not available at the time preparation.

4. Change Orders, Cancellations and Returns. Any extra work which is requested (or required) due to the condition of the site or SOW changes shall be performed only after a written change order ("Change Order"), is signed by the Company in a Contractor's change order form, delivered to Contractor and approved, agreed upon, and accepted by both parties. A Change Order may increase or decrease the price of the SOW, depending on more or less time required to complete work, an increase or decrease in the materials or labor required to complete the work and other changes in the condition of the work performed. Should the Company in whole cancel a project prior to final completion, the Company agrees to pay Contractor for all costs incurred to date including but not limited labor, material and equipment costs incurred.
5. Owner Furnished Equipment. Contractor is not responsible for existing equipment, software, telecommunications or wiring problems. Problems not specifically noted in this document shall be the responsibility of the Customer.
6. Tools and Supplies. The Contractor shall supply, at the Contractor's sole expense, all tools and supplies to accomplish the work to be performed under a Statement of Work, unless due to certain deficiencies or uniqueness of items. Any tools required by Company will be documented in SOW.
7. Expenses. Neither the Company nor the Contractor shall be liable to the other for any expenses it pays or incurs, unless otherwise agreed to by both parties in writing. If the parties agree that the Contractor's expenses are to be reimbursed, then the Contractor shall bill the Company, and the Company shall reimburse the Contractor, pursuant to the Company's then-current expense policy for all reasonable and approved out-of-pocket expenses incurred in connection with the Contractor's duties under this Agreement. Notwithstanding the foregoing, any expenses for the time spent by the Contractor traveling to and from the Company's facilities, or the facilities of any client of the Company, are not subject to reimbursement.
8. Payment Terms. Subject to credit approval, the owner shall pay invoices or pay applications within thirty (30) days of receipt. Down Payments, Deposits, Monthly Billing or Progressive Billing may be required for project. Specific payment terms will be written in the SOW. Should payments not be received within the specified terms, Contractor reserves the right to stop work until payment is received. If the Company fails to pay Contractor for equipment and/or services when due, then Contractor under this agreement or allowed by law shall receive an additional monthly finance charge equal one and one-half percent (1.5%), chargeable during each month that the payment remains outstanding. Any applicable state sales taxes will be added to invoices. All pricing is valid for thirty (30) days. F.O.B. Factory, freight

prepaid and added to final invoice. All credit card payments greater than \$1,000 will be assessed a 2.5% service charge.

9. Written Reports. The Company may request that project plans, progress reports and a final results report be provided by Contractor. A final results report shall be due at the conclusion of any project and shall be submitted to the Company in a confidential written report at such time. The results report shall be in such form and setting forth such information and data as is reasonably requested by the Company.
10. Ownership and License. Any equipment delivered to the Company becomes the Company's responsibility. Contractor will not be responsible for any loss or damage to such merchandise that occurs after delivery to the Company. Exception is taken if said loss or damage is caused by Contractor during the course of work. The work product designed and developed as part of the Services may include software, data, modules, components, designs, utilities, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks and specifications and other materials (the "Software"). In addition to any custom designed Software, SOWs may specify that Contractor purchase third-party software Products. Except for Preexisting Works (as defined below) and third-party software Products, and except as otherwise expressly stated in any SOW, Contractor hereby assigns and Company shall own any and all rights, title and interest, including, without limitation, copyrights, trade secrets and proprietary rights, in and to any Software developed or prepared specifically during this engagement relative to the duties under this Agreement.
11. Preexisting Works. Notwithstanding the foregoing, the Software may also include data, modules, components, designs, utilities, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading or best practices and specifications owned or developed by Contractor prior to, or independently from, its engagement hereunder ("Preexisting Works") and Contractor retains all rights thereto. Contractor hereby grants to Buyer a nonexclusive, perpetual, non-transferable royalty-free license to use the Preexisting Work solely for the purpose of operating or modifying the Software for its own internal business purposes. Contractor shall identify any Preexisting Works by notice in writing to Buyer. Buyer may copy the Preexisting Work as required for internal use, provided that any such copies of the Preexisting Work must contain Contractor's copyright and/or other proprietary notices and the Preexisting Work shall not be provided to any third party unless such third party (i) is acting as an agent or employee of Buyer, (ii) has a need to be provided with the Preexisting Work as part of Buyer's permitted use of the Preexisting Work, and (iii) agrees to be bound in writing by confidentiality terms substantially similar to those contained in this Agreement with respect to Confidential Information
12. Know How and Technical Elements. Contractor retains the right to use its general knowledge, experience, and know-how, including processes, ideas, concepts and techniques developed in the course of performing the Services. Contractor shall be free to perform similar services for its other Company's using its general knowledge, skills and experience. Contractor shall specifically be subject to the confidentiality provisions of Section 14 in connection with the rights set forth in this paragraph.

13. Photography Use. Contractor may take photographs of the room prior, during and after the completion of the system for documentation purposes. Photos may be used for marketing efforts to show other clients uses and concepts used in the system that were integrated by Contractor.
14. Confidentiality. The Contractor acknowledges that during the engagement Contractor will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that Contractor will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into Contractor possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in Contractor's possession or under Contractor's control. The Contractor further agrees that Contractor will not disclose Contractor's retention as an independent contractor or the terms of this Agreement to any person, except to necessary product manufacturers for support, without the prior written consent of the Company and shall at all times preserve the confidential nature of Contractor's relationship to the Company and of the services hereunder.
15. Conflicts of Interest; Non-hire Provision. The Contractor represents that Contractor is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering Contractor's duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which Contractor does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of Contractor productive time, energy and abilities to the performance of Contractor's duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Company. For a period of one year following any completed SOW, the Company shall not, directly or indirectly hire, solicit, or encourage to leave the Contractor's employment, any employee, consultant, or contractor of the Company or hire any such employee, consultant, or contractor who has left the Contractor's employment or contractual engagement within one year of such employment or engagement.
16. Term and Termination. The term of this Agreement shall be three years from commencement. Either party may terminate this Agreement at any time by thirty (30) working days' written notice to the other party. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in

connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor. In the event of termination, the terms of this agreement are in effect for one year from the completion of services.

17. Successors and Assigns. All the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
18. Choice of Law. The laws of the state of Ohio shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
19. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
20. Insurance. Contractor will maintain comprehensive general liability insurance covering personal injury, bodily injury and property damage liability with a combined single limit of not less than \$1,000,000 incorporating premises, property damage liability, independent contractor's liability and personal injury liability. Comprehensive automobile liability insurance for owned, hired, and non-owned vehicles in an amount not less than \$1,000,000 combined single limit bodily injury and property damage. Additionally, Contractor will provide a Certificate of Insurance listing Company as an additional insured. Contractor shall additionally maintain Workers Compensation coverage as regulated by the State in which work is completed.
21. Acts of God and Delays. In the event the completion of work is prevented or delayed due to damage or destruction of the building, fire, accident, vandalism, earth movement, hurricane, tornado, windstorm, theft, labor strikes, warfare, material shortage, delay of any governmental agency in issuing any required permit or certificate, or in performing inspections, litigation, or any act of God, then the completion of work shall be delayed until a later date and Contractor and the Company shall sign a Change Order reflecting the same. If the Company declines to sign the Change Order then this Agreement may be terminated by Contractor where upon all sums then due to Contractor for work(s) completed shall be immediately due and payable to Contractor.
22. Indemnification. Contractor agrees to indemnify and hold harmless Company, its officers, directors, agents, and employees and respective successors and assigns, from and against any and all loss, damage, or expense, including attorney's fees, arising by reason of gross negligence or willful misconduct on the part of Contractor. Should the either party receive notice of: (i) litigation; (ii) a demand letter which could reasonably be determined to lead to litigation; or (iii) any matters that are reasonably related to the work in this Agreement, that party agrees to provide immediate notification of such matters to the Company.
23. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

24. Assignment. This Agreement is binding on the permitted successors and assigns of the parties. This Agreement may not be assigned by the Contractor without the prior written permission of the Company.
25. Default. In the event that either party defaults in performing any non-monetary covenant hereof, the non-defaulting party shall deliver to the defaulting party a dated "notice of default," specifying the default and requesting the correction thereof. In the event it is not corrected within thirty (30) days after receipt of said notice (unless such default is of a nature that it cannot be completely cured within said thirty (30) day period and steps have been diligently commenced to cure or remedy it within such thirty (30) day period and are, thereafter, continuously pursued with reasonable diligence and in good faith, in which event such default must be cured within sixty (60) days of receiving the notice of default), the non-defaulting party shall have all remedies at law or in equity for said default; provided, however, that each party's total liability under this Agreement shall not exceed the total amount of payments made or agreed to be made by Company to Contractor under this Agreement or any SOW. In the event of a default of this Agreement by the Company, Contractor shall have the right, but not the obligation to suspend or terminate its work(s), to retain all deposits then held, to peacefully repossess all materials previously delivered or installed for which payment has not been made in full, to remove its equipment from the job site, and to terminate this Agreement.
26. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given.
27. Severability. The provisions of this Agreement shall be severable in the event that any of the provisions hereof are held by a court with competent jurisdiction to be invalid, void, or otherwise unenforceable, and other remaining provisions shall remain enforceable to the fullest extent permitted by the law.
28. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.



Contract Agreement

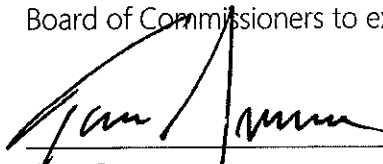
IN WITNESS WHEREOF, the Company and the Contractor have caused their duly authorized representatives to execute and deliver this Contract. The person signing and executing this Contract below acknowledges that he/she is signing on behalf of Radiant Technology Group, Inc., and hereby warrants that he/she has been duly authorized by Radiant Technology Group, Inc., to execute this Contract.



Gregory Myers
President and CEO
Radiant Technology Group, Inc.

11/9/2020
Date

The signatures below shall demonstrate the formal acceptance of the Contractor's offer and will effectively form a Contract between the Company and the Contractor. The person(s) signing and executing this Contract below acknowledge(s) that they are signing on behalf of the Warren County Board of Commissioners and hereby warrant that they are duly authorized by the Warren County Board of Commissioners to execute this Contract.

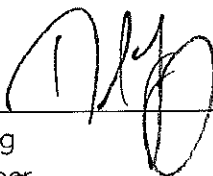


Tom Grossman
Commissioner

11/24/20
Date

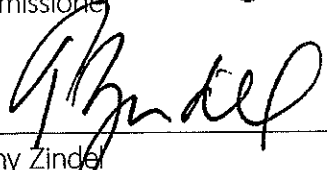
Shannon Jones
Commissioner

Date



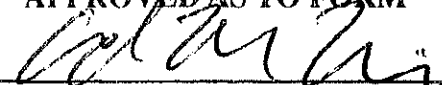
David Young
Commissioner

11/24/20
Date



Tiffany Zindel
County Administrator

11/24/20
Date

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 20-1672

Adopted Date November 24, 2020

DETERMINING THE NECESSITY FOR A CERTAIN ROAD IMPROVEMENT PROJECT FOR PUBLIC USE WITHOUT CHARGE WHERE SPECIAL ASSESSMENTS ARE NOT TO BE LEVIED OR COLLECTED, TO BE KNOWN AS THE BUTLER WARREN ROAD FROM BETHANY ROAD TO PRINCETON ROAD IMPROVEMENT PROJECT IN DEERFIELD TOWNSHIP AND THE FOSTERS-MAINEVILLE ROAD AND OLD 3'C HIGHWAY INTERSECTION IMPROVEMENT PROJECT IN HAMILTON TOWNSHIP, WARREN COUNTY, OHIO

WHEREAS, in accordance with Ohio Revised Code § 5555.02, et seq., a board of county commissioners may construct a public road by laying out and building a new road, or by improving, reconstructing, or repairing any public road or part of an existing public road; and,

WHEREAS, pursuant to Ohio Revised Code § 5555.03, et seq., by resolution adopted by a majority vote and acting without regard to or the necessity for a petition, may find that the public convenience and welfare require the improvement of any public road or roads, or parts thereof, identified in such resolution in a manner provided in 5555.06 of the Revised Code and may fix the route and termini of the improvement; and, if the board determines, in such resolution or a subsequent resolution, that special assessments are not to be levied or collected to pay any part of the county's costs of the improvement, the board, in that resolution or in a subsequent resolution (including a resolution authorizing the issuance or incurrence of public obligations for the improvement) may authorize the improvement and expenditure of funds required by the county for its construction and may proceed with the improvement without regard to any other procedures required by sections 5555.03 -.42; 5555.45-.47; 5555.50, and 5555.81-.83 of the Revised Code, except as otherwise provided; and,

WHEREAS, pursuant to Ohio Revised Code § 5555.09, et seq., if the surveys, plans, profiles, and cross sections prepared by the County Engineer and filed with the board of county commissioners show that lands will be required for the improvement, the board shall proceed in accordance with sections 163.01 to 163.22 of the Revised Code; and,

WHEREAS, in accordance with Am. Sub. S.B. 7 (127th General Assembly), certain changes to Chapter 163 of the Ohio Revised Code [“Appropriation of Property”] went into effect on October 10, 2007 that prescribes the procedural requirements by which public agencies must abide to appropriate real property for public use; and,

WHEREAS, specifically Ohio Rev. Code § 163.021 (A) provides as a prerequisite that no public agency shall appropriate real property except as necessary and for public use; and,

WHEREAS, Ohio Rev. Code § 163.021 (A) places the initial burden on the public agency to show by a preponderance of the evidence that the taking is necessary for the public use; however, in accordance with Ohio Rev. Code § 163.09 (B) (1) (a), a resolution of the public agency declaring the necessity for the appropriation creates a rebuttable presumption of the necessity for the appropriation if the public agency is not appropriating the property because it is a blighted parcel or part of a blighted area or slum; and,

WHEREAS, this Board is of the opinion that it is necessary to improve the roadway on Butler Warren Road from Bethany Road to Princeton Road in Deerfield Township to improve the safety and capacity of the intersection and to eliminate the sight distance issue with a profile adjustment.

WHEREAS, this Board is of the opinion that it is necessary to improve the intersection at Fosters-Maineville Road and Old 3'C Highway in Hamilton Township to improve the safety and capacity of the intersection and to eliminate the current traffic congestion.

NOW THEREFORE BE IT RESOLVED, the Board does hereby determine that it is necessary for public safety, convenience and welfare to obtain or acquire Right-of-Way and easements for the following project that does not include a blighted parcel or part of a blighted area or slum, for the construction of improvements to serve the public, without charge:

Butler Warren Road from Bethany Road to Princeton Road Improvement Project - Improve the safety and capacity of the intersection and to eliminate the sight distance issue with a profile adjustment.

Fosters-Maineville Road and Old 3'C Highway Intersection Improvement Project - Improve the safety and capacity of the intersection and to eliminate the current traffic congestion.

BE IT FURTHER RESOLVED, that the Board does hereby determine that special assessments are not to be levied or collected to pay any part of the county's costs of the said project.

BE IT FURTHER RESOLVED, if the surveys, plans, profiles, and cross sections prepared by the County Engineer and filed with this Board show that lands will be required for the said project, the Board may determine in a subsequent resolution to proceed in accordance with sections 163.01 to 163.22 of the Revised Code to acquire such lands if the County Engineer is unable to acquire such lands by voluntary conveyance.

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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Engineer (file)
Project file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1673

Adopted Date November 24, 2020

ENTER INTO A COOPERATIVE AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF BUTLER COUNTY, OHIO FOR THE BUTLER WARREN ROAD FROM BETHANY ROAD TO PRINCETON ROAD IMPROVEMENT PROJECT

BE IT RESOLVED, to approve the attached cooperative agreement between Warren County and Butler County for the Butler-Warren Road from Bethany Road to Princeton Road Improvement Project.

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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Butler County
Butler County Engineer
Engineer (file)

**COOPERATIVE AGREEMENT
BETWEEN BUTLER COUNTY AND WARREN COUNTY
FOR THE BUTLER-WARREN ROAD/BETHANY ROAD TO PRINCETON ROAD
IMPROVEMENT PROJECT**

This agreement is made and entered into, by and between the Board of County Commissioners of Butler County, Ohio, hereinafter referred to as "BUTLER COUNTY" on behalf of the Butler County Engineer, hereinafter referred to as the "BUTLER ENGINEER" acting by and through its duly authorized agent(s), and the Board of County Commissioners of Warren County, Ohio, hereinafter referred to as "WARREN COUNTY" on behalf of the Warren County Engineer, hereinafter referred to as the "WARREN ENGINEER," acting by and through its duly authorized agent(s).

WHEREAS, BUTLER COUNTY and WARREN COUNTY desire to improve the Butler-Warren Road between Bethany Road and 780 feet north of Princeton Road in accordance with the specifications of WARREN COUNTY's contract for the Butler-Warren Road/Bethany Road to Princeton Road Improvement hereinafter referred to as "PROJECT";

WHEREAS, BUTLER COUNTY and WARREN COUNTY find that the public convenience and welfare require the said intersection and roadway improvement, that the PROJECT is required for, and conducive to, the orderly and efficient flow of traffic through the area, and that the public will benefit by creating a cooperative project to complete the improvement.

WHEREAS, BUTLER COUNTY and WARREN COUNTY each have the authority to enter into this agreement to construct the PROJECT pursuant to Ohio Revised Code Section 5555.022.

NOW THEREFORE, the parties do agree as follows:

BUTLER COUNTY and/or the BUTLER ENGINEER will:

- 1) Acquire all right-of-way needed from property owners in BUTLER COUNTY to construct the PROJECT.
- 2) at the conclusion of the PROJECT's design with the participation of WARREN COUNTY and/or the WARREN ENGINEER complete the following PROJECT CONSTRUCTION TASKS:
 - a) prepare Bid Documents for construction of PROJECT and advertise for Bids in a newspaper of general circulation within Butler County.
 - b) receive and open sealed Bids in accordance with rules established by the Board of County Commissioners of Butler County.
 - c) evaluate Bids and make recommendation for award.

- d) be responsible for the execution of a Contract with the successful Bidder, hereinafter referred to as "CONTRACTOR."
 - e) administer a Contract with the CONTRACTOR and/or any approved and properly executed Change Orders to the Contract.
 - f) after receiving an invoice from the CONTRACTOR, verify that the invoiced work has been completed and directly reimburse the CONTRACTOR.
 - g) upon approving an invoice from the CONTRACTOR, invoice WARREN ENGINEER for WARREN COUNTY's portion of the PROJECT.
 - h) after receiving any request from the CONTRACTOR for changes/modifications to the Contract, evaluate the proposed scope of work and the additional compensation, if any, for the changes/modifications, prepare the appropriate Change Order and submit the Change Order to WARREN COUNTY and/or the WARREN ENGINEER for approval.
 - i) as may become necessary due to any approved Change Order with the CONTRACTOR, invoice the WARREN ENGINEER for Warren County's portion of any Change Order.
 - j) supervise, monitor and inspect construction of the PROJECT. BUTLER COUNTY and/or BUTLER ENGINEER further agree to ensure that the Contractor complies with all of the terms and conditions of the contract.
- 3). be responsible to apply to the Ohio Public Works Commission (OPWC) for 79% of the funds for the project. The local match for both Butler and Warren Counties is estimated to be \$415,872. Butler County will be responsible for \$207,936. Total PROJECT construction Costs are estimated to be \$1,980,141 of which the request to OPWC will be \$1,564,469.

WARREN COUNTY and/or the WARREN ENGINEER will:

- 1) be responsible to complete the necessary design work for the PROJECT using Jones Warner Consultants, Inc. per Resolution 19-0996 (Adopted July 30, 2019) and be responsible for 100% of the PROJECT design cost, estimated at \$135,400.
- 2). Acquire all right-of-way needed from property owners in WARREN COUNTY needed for the PROJECT.
- 3) participate with the BUTLER ENGINEER in the PROJECT CONSTRUCTION TASKS (as listed in Butler County Item No. 2) and authorize BUTLER COUNTY and/or the BUTLER ENGINEER to execute and administer a Contract and/or any

approved and properly executed Change Orders with the CONTRACTOR for the PROJECT Construction.

- 4) supervise, monitor and inspect the portion of the PROJECT construction located within Warren County in coordination and cooperation with the BUTLER ENGINEER.
- 5) after a Construction Change Order to the Contract with the CONTRACTOR is received from the BUTLER ENGINEER, promptly review and approve the Construction Change Order for any work completed within Warren County. Said approval is not to be unreasonably withheld.
- 6) as may become necessary due to a Construction Change Order and upon proper invoicing by the BUTLER ENGINEER, pay to the BUTLER COUNTY TREASURER the additional amount for WARREN COUNTY'S portion of Construction Change Order.
- 7) be responsible to pay the BUTLER ENGINEER for 50% of the local match. The total local match for both Butler and Warren Counties is estimated to be \$415,872. Warren County will be responsible for an estimated amount of \$207,936. Total PROJECT construction costs are estimated to be approximately \$1,980,141.
- 8) upon proper invoicing by the BUTLER ENGINEER, pay to the BUTLER COUNTY TREASURER the total amount of WARREN COUNTY'S share of the PROJECT Construction Costs.

BUTLER COUNTY and WARREN COUNTY further agree that:

- 1) the PROJECT is an improvement undertaken cooperatively pursuant to Ohio Revised Code Section 5555.022; therefore, the parties do not hereby diminish the responsibilities of BUTLER COUNTY, WARREN COUNTY, the BUTLER ENGINEER, or the WARREN ENGINEER within each party's respective jurisdiction, generally, or in the portions of the PROJECT located within each party's respective jurisdiction. Furthermore, the parties do not hereby augment the responsibilities of BUTLER COUNTY, WARREN COUNTY, the BUTLER ENGINEER, or the WARREN ENGINEER to include responsibility within the other county's jurisdiction or the other county engineer's jurisdiction, generally, or in the portions of the PROJECT located within the other county's or county engineer's jurisdiction.
- 2) each County will provide any certificate by its County Auditor required by Section 5705.41(D) of the Ohio Revised Code for the respective County's portion of the PROJECT COSTS.

- 3) prior to the execution of the Contract for the Construction of the improvements, each party to this agreement reserves the right to delete a portion of or the total of the PROJECT that is located within that party's jurisdiction for **ANY REASON**.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

{THE BALANCE OF THIS PAGE WAS LEFT BLANK INTENTIONALLY}

BUTLER COUNTY:

IN WITNESS WHEREOF, upon written recommendation of the Butler County Engineer, the Butler County Board of County Commissioners has adopted its Resolution No. 20-11-61524 on NOV 2, 2020 approving and authorizing the execution of this Agreement.

RECOMMENDED BY:
BUTLER COUNTY ENGINEER

BOARD OF COUNTY COMMISSIONERS
OF BUTLER COUNTY, OHIO

BY: Gregory J. Wilkens

[Signature]
President

NAME: Gregory J. Wilkens, P.E., P.S.

Cindy Carpenter
Vice President

TITLE: County Engineer

DATE: 10/21/2020

[Signature]
Commissioner

DATE: 11/2/20

Approved as to Form Only:

BY: [Signature]
Dan Ferguson, Assistant Prosecuting Attorney
Butler County, Ohio
Date: September 22, 2020

WARREN COUNTY:

IN WITNESS WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has adopted its Resolution No. 20-1673 on November 24, 2020 approving and authorizing the execution of this Agreement.

RECOMMENDED BY:
WARREN COUNTY ENGINEER

BOARD OF COUNTY COMMISSIONERS
OF WARREN COUNTY, OHIO

BY: Neil F. Tunison

BY: David Young

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

NAME: David Young

TITLE: County Engineer

TITLE: President

DATE: 10/21/2020

DATE: 11/24/20

Approved as to Form:

DAVID P. FORNSHELL, PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

BY: Adam M. Nice
Adam M. Nice, Assistant Prosecutor

ADOPTED
NOVEMBER 2, 2020



Board of County Commissioners
Butler County, Ohio

EXECUTIVE SUMMARY

20-11-01506

T.C. Rogers
President

Cindy Carpenter
Vice President

Donald L. Dixon
Member

Agreement with Cities for Road Improvement

Engineer
An Inter-Departmental Review

Target Meeting: 11/2/20

Summary

Approve agreement with Warren County Board of Commissioners for making improvements to Butler Warren Road/Bethany Road to Princeton Road.

Justification

When the improvement of a public road lies partially within the boundary of Warren County and partially within the unincorporated area of Butler County adjacent to Warren County, ORC 5557.09 authorizes Butler County and Warren County to enter into an agreement.

Recommendation

The Engineer recommends approval.

Approved by:

Alan Steele
Alan Steele, Accounting/HR Manager 10/22/2020



Board of County Commissioners
Butler County, Ohio

RESOLUTION

20-11-01506

T.C. Rogers
President

Cindy Carpenter
Vice President

Donald L. Dixon
Member

Agreement with Cities for Road Improvement

The Board of County Commissioners of Butler County, Ohio met in Regular Meeting on the 2nd day of November, 2020 in the Commission Chambers of the Butler County Government Services Center, 315 High Street, 2nd Floor, Hamilton, Ohio 45011.

Whereas when the improvement of a public road lies partially within the boundary of an adjacent county and partially within the unincorporated area of the County adjacent to the neighboring County, ORC 5557.09 authorizes the neighboring County and Butler County to enter into an agreement for the improvement of such road in such manner as the legislative authority of the Warren County commissioners and the board of county commissioners may determine, including apportioning the costs of the improvement between Warren County and Butler County;

Whereas the County Engineer is recommending approval of the attached agreement with Warren County for making improvements to Butler Warren Road/Bethany Road to Princeton Road (the "Agreement"); now, therefore, be it

Resolved by the Board of County Commissioners that the attached Agreement is hereby approved and that the County Administrator is authorized to execute the Agreement on behalf of the Board; be it further

Resolved that the Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, which resulted in those formal actions, were in meetings open to the public in compliance with the law

ADOPTED
NOVEMBER 2, 2020

Commissioner Rogers moved for the adoption of the foregoing resolution, Commissioner Carpenter seconded the motion and upon call of the roll, the vote resulted as follows:

RESULT: Adopted
AYES: T.C. Rogers, Cindy Carpenter
ABSENT: Donald Dixon

State of Ohio, County of Butler, on this 2nd day of November, 2020, the Clerk of the Board does hereby certify that 20-11-01506 is a true, exact, complete and unaltered electronic record of the Butler County Board of Commissioners.

Flora Butler

Flora Butler, Clerk of the Board



*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1674

Adopted Date November 24, 2020

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE-PRESIDENT OF THIS BOARD TO SIGN A SUBGRANT AWARD AGREEMENT RELATIVE TO THE OFFICE OF CRIMINAL JUSTICE SERVICE ON BEHALF OF THE COMMON PLEAS COURT

BE IT RESOLVED, to approve and authorize the President and/or Vice President of this Board to sign a Subgrant Award Agreement, Subgrant Number 2020-CE-PPF-2135 for the Warren County Coronavirus Emergency Relief Grant, on behalf of the Warren County Common Pleas Court, as set forth by the Ohio Office of Criminal Justice Services (OCJS), the duly authorized State Agency, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, in the event funding is not available from State of Ohio Office of Criminal Justice Services, the Warren County Board of Commissioners has no further obligation to fund this project.

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

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

Resolution adopted this 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a—Ohio Office of Criminal Justice Services
Common Pleas Court (file)
OGA



Department of
Public Safety



Office of Criminal Justice Services

Mike DeWine, Governor
Jon Husted, Lt. Governor

Thomas J. Stiksrath, Director
Karlilton F. Moore, Executive Director

SUBGRANT AWARD AGREEMENT

Subgrant Number: 2020-CE-PPF-2135

Title: Warren County Coronavirus Emergency Relief


In accordance with the provisions of the FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C, Catalog of Federal Domestic Assistance (CDFA) 16.034 Coronavirus Emergency Supplemental Funding Program 2020 funded through the U.S. Department of Justice Bureau of Justice Assistance, the Ohio Office of Criminal Justice Services, as the duly authorized State Agency, hereby approves the project application submitted as complying with the requirements of the Agency for the fiscal year indicated in the subgrant number above and awards to the foregoing Subgrantee a Subgrant as follows:

Subgrantee:	Warren County County Commissioner		
Implementing Agency:	Warren County Common Pleas		
Award Periods:	03/01/2020 to 12/31/2020		
Closeout Deadline:	03/01/2021		
Award Amounts:	OCJS Funds:	\$125,000.00	100%
	Cash Match:	\$0.00	
	Inkind Match:	\$0.00	
	Project Total:	\$125,000.00	100%

The terms set forth in the 'Responsibility for Claims' section of the OCJS Standard Federal Subgrant Conditions Handbook are subject to Ohio law, including section 3345.15 of the Ohio Revised Code and the Ohio Constitution. As a result, those terms may not apply to subgrant recipients who are political subdivisions of the state, and do not apply to state instrumentalities.

This Subgrant is subject to the statements as set forth in the approved Programmatic and Budget Application submitted and approved revisions thereto, as well as the OCJS Standard Federal Subgrant Conditions and Special Conditions to this Subgrant, which are attached hereto and hereby included by reference herein. The Subgrant is also bound by all applicable federal guidelines, as referenced in the Standard Conditions. Revisions to this Subgrant Award Agreement must be approved in writing by OCJS.

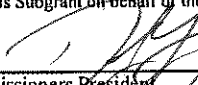
The Subgrant shall become effective as of the award date, for the period indicated, upon return to OCJS of this Subgrant Award Agreement executed on the behalf of the Subgrantee's and Implementing Agency's authorized official in the space provided below


Karlilton F. Moore, Executive Director
Ohio Office of Criminal Justice Services


11/2/20
Award Date

The Subgrantee agrees to serve as the official subrecipient of the award, agrees to provide the required match as indicated above, and assumes overall responsibility for compliance with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Subgrantee.

The Implementing Agency agrees to comply with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Implementing Agency.


County Commissioners President
Warren County County Commissioner


11/24/20
Date


Court Administrator
Warren County Common Pleas

11/17/2020
Date

APPROVED AS TO FORM

Mission Statement
"to save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."


Asst. Prosecuting Attorney

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.

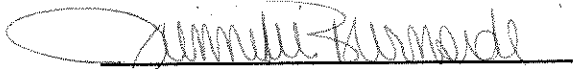
☐ **Conflicts of Interest**

- 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: 513-695-1570	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 Court Administrator _____ Signature _____ Date 8/7/2020

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 Burnside - 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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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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3. Compliance with DOJ Grants Financial Guide

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

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

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (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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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.

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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 Ma 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.

x



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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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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).



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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 20-1675

Adopted Date November 24, 2020

APPROVE AND AUTHORIZE THE SUBMITTAL OF A GRANT APPLICATION FOR THE OHIO STATE EMERGENCY RESPONSE COMMISSION CHEMICAL EMERGENCY PLANNING AND COMMUNITY RIGHT-TO-KNOW FUND GRANT PROGRAM ON BEHALF OF WARREN COUNTY EMERGENCY SERVICES AND AUTHORIZE LEPC GRANT COORDINATOR TO SIGN GRANT APPLICATION

BE IT RESOLVED, to approve and authorize the submission of grant application for the Chemical Emergency Planning and Community Right-to-Know Fund Grant Program through the Ohio State Emergency Response Commission on behalf of Warren County Emergency Services, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to authorize the Warren County LEPC Grant Coordinator to sign documents relative thereto; and

BE IT FURTHER RESOLVED, in the event grant funding is not available, the Warren County Board of Commissioners has no further obligation to fund this program.

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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm\

cc: Emergency Services (file)
OGA

Chemical Emergency Planning and Community Right-to-Know Fund Grant Application

Completed grant application packet must be submitted to:

State Emergency Response Commission
Ohio EPA Right-to-Know Program
50 West Town Street, Suite 700
P.O. Box 1049
Columbus, OH 43216-1049
Attn: Grant Program

Phone: (614) 644-2260
Fax: (614) 644-3681
Email: Jeffrey.beattie@epa.ohio.gov

<http://www.epa.ohio.gov/dapc/serc/index.aspx>

Grant Application Deadline:

LEPCs and Fire Departments: **February 1, 2021**

State Agencies: **April 1, 2021**

The total grant packet shall consist of information requested in questions in this grant application and a signed resolution "certifying" the LEPC grant application. Fire departments must coordinate and file their grant application form(s) through their LEPC. Applications postmarked after these dates shall be reduced by one percent by day of their calculated award. Applications postmarked more than 30 days after February 1 will not be considered for funding for the state grant funding year in accordance with OAC 3750-50-10(E)

Local Emergency Planning Committee
LEPC Grant Application
(due February 1, 2021)

Approved October 14, 2015

General Information	
County/Counties	Warren
LEPC Name	Warren County LEPC
Tax Identification Number	31-6000-58
Authorized Grant Applicant	Melissa Bour
<i>The Authorized Applicant is the LEPC member authorized to apply for and manage the grant and the grant account. (In most cases this will be the LEPC Chairperson.)</i>	
Authorized Applicant Telephone	(513) 695 - 1315
Designated Contact Person	David Wood
<i>The designated contact person can be the Authorized Applicant or another designated member of the LEPC such as the Information Coordinator or LEPC Secretary.</i>	
Designated Contact Telephone	(513) 695 - 1313
Email	David.wood@wcoh.net
Make Grant Check Payable to	Warren County LEPC
Send check or electronic transfer or voucher to	520 Justice Drive Lebanon Ohio 45036
Membership	
<input checked="" type="checkbox"/> Current LEPC membership list is attached	
Grant Eligibility	
In determining a grant award to an LEPC, the State Emergency Response Commission shall consider the following:	
Has the LEPC prepared and submitted to the SERC emergency response and preparedness plan under ORC 3750.04(A) during the last grant period? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Indicate date of the last plan submission	9 / 22 / 2020
Indicate if plan was submitted as a no change	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If the plan was a no change, indicate if this was the 1 st , 2 nd , or 3 rd no change	<input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd
Indicate the last date of the hazard analysis update	8 / 1 / 2019
Indicate the percentage of EHS facilities for which the hazard analysis was reviewed and updated as needed in the previous grant period	100%
If the hazard analysis has not been updated in five years, please indicate why	
Has the LEPC conducted its annual exercise or actual incident response which was credited as an exercise?	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Grant Distribution Information		
1	Total number of facilities in LEPC reporting one or more Hazardous Substances (include only those facilities that did not report an EHS) <i>Date of last review of number of Hazardous Substances reporting facilities</i>	83 9 / 30 / 2020
2	Total number of facilities in LEPC reporting one or more Extremely Hazardous Substances (EHS) <i>Date of last review of number of EHS reporting facilities</i>	75 9 / 30 / 2020
3	Estimated volume of hazardous substances and EHS transported through LEPC (average daily max/year) <i>Date of last review of estimated volume of hazardous substances or of EHS transported in LEPC</i> A. Hazardous Substances Range in pounds <input type="checkbox"/> 0-10,000 <input checked="" type="checkbox"/> 10,001-100,000 <input type="checkbox"/> 100,001-1,000,000 <input type="checkbox"/> > 1,000,000 B. EHS Range in pounds <input type="checkbox"/> 0-10,000 <input checked="" type="checkbox"/> 10,001-100,000 <input type="checkbox"/> 100,001-1,000,000 <input type="checkbox"/> > 1,000,000	9 / 30 / 2020
4	Estimated amounts of extremely hazardous substances produced, used, or stored in the district	Range in pounds <input type="checkbox"/> 0-10,000 <input checked="" type="checkbox"/> 10,001-100,000 <input type="checkbox"/> 100,001-1,000,000 <input type="checkbox"/> > 1,000,000
5	Population within the district or under the jurisdiction of the fire department that resides in close proximity to facilities that are subject to ORC 3750 and to principal routes for the transportation of hazardous materials identified or listed by regulations adopted under the "Hazardous Materials Transportation Act," 88 Stat. 2156 (1975), 49 U.S.C.A. 1801, as amended. (An LEPC can use the population of the county for this estimate)	212,693
6	Please demonstrate how this grant will enhance the ability of the recipient or, in the case of the commission, the state to prepare for and respond to releases of hazardous substances and extremely hazardous substances. The grant will allow the Warren County LEPC to hold it's quarterly meetings, assistant in the development of plans relating to mitigation and response to a hazardous material incident(s). It will also help the Warren County LEPC to design and execute the yearly LEPC exercise. The Warren County LEPC will maintain a database with information regarding type, quantity, and location of chemicals used and transported through the county. Also, the LEPC will inform the community and first responders of any dangerous substances in which they may encounter on a daily basis.	

Performance of Baseline Requirements			
Please indicate whether the LEPC commits to perform the following activities within the grant period, using the grant funds:			
		Yes	No
1	Maintain an LEPC membership in accordance with ORC 3750.03(B) and submit any changes to the membership to the SERC for approval.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Appoint a chairman and vice-chairman and a secretary to keep a record of its proceedings in accordance with ORC 3750.03(D)(1).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	Adopt bylaws for the conduct of its business in accordance with ORC 3750.03(D)(2)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Appoint an information coordinator who shall be responsible for maintaining the committee's files of information received and for receiving and fulfilling requests from the public for that information in accordance with ORC 3750.03(D)(3).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	Appoint a community emergency coordinator who shall be responsible for coordinating the development and implementation of the chemical emergency response and preparedness plan of the district and for receiving verbal and follow-up written notices of releases of hazardous substances and extremely hazardous substances, in accordance with ORC 3750.03(D)(4).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Obtained anything to be purchased, leased, or constructed in accordance with the provisions of 307.86 to 307.92 of the Revised Code applicable to boards of county commissioners, in accordance with ORC 3750.03(D)(5).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	Establish and carry out a program to monitor regulated facilities within the district and to conduct compliance and enforcement activities to ensure that the facilities have submitted the information required by ORC 3750.05, 3750.07 and 3750.08 in accordance with ORC 3750.03(D)(6).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	Submit the annual compliance report by October 1 in accordance with ORC 3750.03(D)(6).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	Credited the LEPC grant monies to a special emergency planning fund in the treasury of the county in accordance with ORC 3750.03(F).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10	Prepare and submit an emergency response and preparedness plan to the SERC by no later than October 17 for review and concurrence in accordance with ORC 3750.04.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12	Conduct an annual exercise as required by ORC 3750.04(C).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Additional Core LEPC Activities Recommended by the SERC			
Please indicate whether the LEPC commits to perform the following activities within the grant period, using the grant funds:			
		Yes	No
	Meet at least once during the grant period?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Provide meeting minutes to Ohio EPA	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Prepare and submit the financial status report by July 31 for previous SFY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
For any "No" answers, please explain below (attach additional sheets as required)			

Training which the LEPC plans to sponsor or support during the grant period				
Title of Training	Anticipated Number Trained	Anticipated Cost	Will grant funds be used to support this training?	
			YES	NO
LEPC Exercise	30	\$ 800	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	<input type="checkbox"/>	<input type="checkbox"/>

Compliance with Grant Limitations and Assurances

Chapter 3750 of Ohio Revised Code restricts the use of the grant funds and identifies uses which are prohibited. Please confirm that the grant funds will not be used for purposes identified as restricted by Chapter 3750. Please note that if the funds are passed through by contract with the LEPC to another agency, these activities cannot be part of the contract with the sub-contractor, and the sub-contractor cannot use the SERC grant funds to perform these activities.

LEPC Grant Activities Restricted by Ohio Law		Agree (Check box)
1	Grant funds will not be used to acquire first response equipment, except as otherwise provided in Division (D)(4) of Section 3750.14. Division D(4) states: <i>After a committee determines that the initial training needs for emergency management personnel within its emergency planning district set forth in the committee's plan or most recent review of its plan under section 3750.04 of the Revised Code have been met, a committee may make grants from the moneys it receives under this section to fire departments located within the district for the purchase of first response equipment.</i>	<input checked="" type="checkbox"/>
2	Grant funds will not be used to defray costs for copying and mailing hazardous chemical lists, material safety data sheets, or emergency and hazardous chemical inventory forms submitted under this chapter for distribution to the public.	<input checked="" type="checkbox"/>
3	Grant funds will not be used to reimburse any person for expenditures incurred for emergency response and cleanup of a release of a hazardous substance, an extremely hazardous substance, and/or oil.	<input checked="" type="checkbox"/>
4	Grant funds will not be used to perform any assessment of damages to natural resources resulting from a release of oil, a hazardous substance or an extremely hazardous substance.	<input checked="" type="checkbox"/>

Assurances		
In executing this agreement, the grant recipient will be committing to comply with the regulations, policies, guidelines, and requirements as they relate to the application acceptance and use of emergency planning grant funds. Also the grant recipient commits with respect to the grant that:		Agree (Check box)
1	The applicant possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.	<input checked="" type="checkbox"/>
2	The applicant agrees that (a) funds granted as a result of this request are to be expended for the purposes set forth in this application and in accordance with all applicable laws, regulations, policies and procedures of the State of Ohio; and (b) funds awarded by the State Emergency Response Commission may be terminated at any time for violation of any terms and requirements of this agreement.	<input checked="" type="checkbox"/>
3	The applicant will give SERC through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant. This provision shall also apply in the event of termination of this agreement.	<input checked="" type="checkbox"/>
4	The applicant will maintain such records as required by state and federal law. The minimum acceptable financial records consist of: a) documentation of employee time; b) documentation of all materials, supplies and travel expenses; c) inventory records and supporting documentation for allowable equipment purchased to carry out the program scope; d) rational supporting allocation of space charges (e.g., rent); e) any other records which support charges to program funds. The Applicant must maintain sufficient segregation of program accounting records from other programs and/or projects.	<input checked="" type="checkbox"/>
5	The applicant will at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this grant and which in any manner affect the work or its conduct. In accordance with ORC 3750.02(F), the local emergency planning committee of an emergency planning district lying wholly within the boundaries of a county shall be considered a county board and shall receive the services of the auditor and prosecuting attorney of the county in the same manner as other county boards. As a county board, the LEPC must follow all policies established by the county auditor. The LEPC must also follow the LEPC funding policy, adopted by the SERC on December 12, 2007.	<input checked="" type="checkbox"/>
6	The SERC grant will be deposited into a special emergency planning fund in the treasury of the county in accordance with ORC 3750.03 (F) which states: "Moneys received by the committee of a district lying wholly within the boundaries of a county shall be credited to a special emergency planning fund in the treasury of the county. The fund shall be administered by the committee of the district, and moneys credited to the fund shall be expended only for the purposes of carrying out the powers and duties of the committee under this chapter and rules adopted and orders issued under it."	<input checked="" type="checkbox"/>
7	The applicant will conform with applicable county policies regarding the use of cellular phones, and applicable restrictions regarding the acquisition and disposal of assets (items valued at more than \$300 or amount specified by county policy).	<input checked="" type="checkbox"/>
8	Contracts for personal services shall be in conformance with state and local laws and regulations.	<input checked="" type="checkbox"/>
9	The applicant will comply with State Equal Employment Opportunity and hiring practices	<input checked="" type="checkbox"/>
10	The applicant will comply with public records laws and open meeting laws, including but not limited to the public records requirements in the Emergency Planning and Community Right-to-Know Act and ORC 3750.	<input checked="" type="checkbox"/>

I hereby certify that the information as provided, to the best of my knowledge, is true, accurate and complete in support of the duties assigned to the Warren County LEPC under Chapter 3750 of the Ohio Revised Code.

Melissa Bour

11 / 6 / 2020

LEPC Authorized Signature

Date

Melissa Bour

(513) 695 - 1315

Typed/Printed Name

Telephone Number

LEPC Budget Request

29,916

County LEPC

Budget Categories

Grant Request

Personnel/Fringe

\$

Contracted Services*

\$

Supplies

\$

Training

\$

Travel

\$

Exercise

\$ 800

Total LEPC Planning Budget Grant Request

\$ 30,716

- **Contracted Services:** Includes personal and/or public service contracts
- **Supplies:** includes office supplies, telephone/communications, printing, postage, etc.
- **Travel:** includes mileage and lodging

Fire Department Grant:

Training

\$

Response

Equipment

\$

Total LEPC Planning Budget Grant Request

\$ 30,716

*Attach copy of the contract for services

APPROVED AS TO FORM

Adam M. Nice

Adam M. Nice

Asst. Prosecuting Attorney

Resolution

Number 20-1676

Adopted Date November 24, 2020

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH ENVIRONMENTAL EDUCATORS INC. ON BEHALF OF THE WARREN COUNTY SOLID WASTE MANAGEMENT DISTRICT

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Professional Service Agreement with Environmental Educators Inc., 10 Cherry Street, Springboro, OH 45066, on behalf of Warren County Solid Waste Management District's Education Program, 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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: C/A—Environmental Educators (Suzanne Geisler)
Solid Waste District (file)

CONSULTANT AGREEMENT

by and between

ENVIRONMENTAL EDUCATORS, Inc.

and the

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

This Agreement entered into the date stated below, by and between the Warren County Board of County Commissioners, on behalf of the Warren County Solid Waste Management District, 406 Justice Drive, Lebanon, OH 45036, herein after called the "Board" and Environmental Educators Inc., 10 Cherry Street, Springboro, OH 45066 hereinafter called the "Consultant".

WHEREAS, the Board, in keeping with the approved Solid Waste Plan desires to enter into an Agreement with the Consultant for said service; and

WHEREAS, Suzanne Geisler, "Consultant" does provide professional services in the area of educational programs for integrated solid waste management; and

NOW, therefore, be it agreed by and between the parties hereto as follows:

I. Scope of Service

1. Consultant agrees to perform the educational services for the District under the direction of the Warren County Solid Waste Management District's Director and the Warren County Office of Education County Superintendent's designee.
2. The Consultant shall perform work to complete presentations and activities for teachers and students in the Warren County Schools, Land Lab, Warren County Fair, Camps, specials interest groups, and any other activity determined necessary by the Solid Waste District Director.
3. The Consultant shall prepare written fact sheets, brochures and compose information to be displayed on the County's web site. This information shall address solid waste management for the residents and business located in Warren County.
4. The Consultant shall provide the District with an updated written schedule of presentations each Monday morning. In the event of cancellation or rescheduling during the current week, the Consultant will notify the District Director or their designee to update the schedule.
5. Subject matter and content of the presentations shall address solid waste management and shall be subject to review and approval of the District's Director.

II. Terms of Agreement

1. The Agreement shall commence January 1, 2021 and terminate December 31, 2021 or upon expenditure of available funds, or which ever occurs first.

III. Compensation

1. The Consultant shall be compensated in an amount not to exceed Ten thousand three hundred dollars (\$10,300.00) for work listed in the scope of services. Consultant shall invoice the District on a monthly basis for the hours worked. The hourly rate for the Consultant shall be fifty dollars and twenty-five cents (\$50.25) per hour. Consultant shall be responsible for travel to the locations of the presentations or activities.

IV. Responsibility of the Board

1. The District shall provide the Consultant with work space, office supplies, mailing service, telephone access, fax access, computer, e-mail, use of copy machine, and educational materials supplies necessary to perform lessons, presentations, and activities.
2. The District shall provide funding for the educational specialist to attend approved workshops and training seminars. The funding provided by the District for the Consultant to attend the workshops or training seminars shall include lodging, meals, fees and other related expenses as approved by the District Director. The District Director, prior to the sessions, must authorize approval for the workshops or training seminars.
3. The District Director may authorize the Consultant to participate in any other activity that is related to solid waste management or education and will benefit the interests of the District.

V. Reporting

1. The Consultant shall work cooperatively with the Board, Warren County Solid Waste Management District Staff, and Office of Education and upon request, the Consultant will provide appropriate reporting regarding educational activities listed in the scope of service.

VI. Agreement Modification

1. This Agreement may be modified upon mutual and written consent of both parties.

VII. Termination of the Agreement

1. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Consultant shall violate any of the covenants of agreements thereof, or at the discretion of the Board, the Board may upon written notice to the Consultant terminate the rights of the Consultant to proceed under this Agreement. In the event of such termination, any reports or information prepared by the Consultant under this Agreement shall, at the option of the Board, become its property within thirty (30) days of receipt of said written notice. The Consultant shall forward the reports and information to the Warren County Solid Waste District and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Board.
2. The obligation to provide services under this Agreement may be terminated by the Consultant upon thirty (30) days written notice to the Board in the event of substantial failure by the Board to perform in accordance with the terms hereof through no fault of the Consultant.

VIII. Notices

1. Any and all notices of intent to modify or terminate this Agreement by the Consultant shall be mailed to:

Warren County Board of County Commissioners
Clerk to the Board of County Commissioners
406 Justice Drive
Lebanon, OH 45036

2. Any and all notices of intent to modify or terminate this Agreement by the Board shall be mailed to:

Environmental Educators Inc.
Suzanne Geisler, CEO
10 Cherry Street
Springboro, OH 45066

IX. Hold Harmless/Indemnification

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

X. Relationship of Parties

1. The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. No employer and employee relationship is created by this Agreement and the Consultant and its employees and subcontractors shall be estopped from asserting any employment rights or benefits relating thereto.

The parties expressly acknowledge and agree that with respect to any payments made to Consultant that the District's fiscal officer will issue a form 1099-MISC to Consultant and Consultant will be solely responsible for its (and its employees) own income tax obligations including but not limited to being subject to Self-employment Tax, and the District shall not: (i) withhold or pay FICA (Social Security & Medicare) or other federal, state or local income or other taxes or charges for Consultant; (ii) withhold or make contributions to the Ohio Public Employment Retirement System; (iii) comply with or contribute to state worker's compensation, unemployment or other such governmental funds or programs. Consultant also acknowledges that as an independent Consultant, Consultant will not be given the right to participate in any employee benefit, insurance plan or any other plan or fringe benefit that is maintained, established or provided by the District for its employees including but not limited to: (i) accrued sick, vacation, personal day or holiday leave; or, (ii) health, life, dental, or vision insurance.

Consultant shall also complete OPERS form PEDACKN [Independent Consultant Acknowledgment] attached hereto as Schedules 3 and return it with this Agreement to the District's Director. By execution of said OPERS form, Consultant acknowledges that the District has informed Consultant that the District has classified her as an independent Consultant and not a public employee for the services to be performed, and that no contributions to OPERS will be made on its behalf for such services. In the event Consultant timely requests a determination by OPERS, or OPERS, sua sponte, determines that Consultant is a public employee and subject to the mandates of the Ohio Public Employment Retirement System, the District may elect to terminate this Agreement and whereupon the terms and obligation herein shall be null and void.

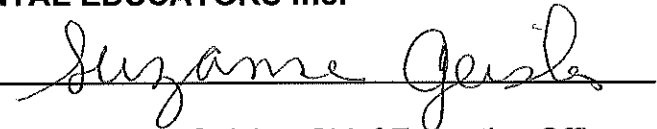
XI. Agreement Expiration

1. This Agreement shall expire on December 31, 2021 or upon expenditure of funds, or which ever occurs first; however, this Agreement may be extended by mutual and written consent of both parties.

XI. Execution

1. IN EXECUTION WHEREOF, Suzanne Geisler, the Consultant herein, has set her hand to this Agreement on the date stated below, after having read this Agreement in its entirety, understanding the legal obligations therein.

**CONSULTANT
ENVIRONMENTAL EDUCATORS Inc.**

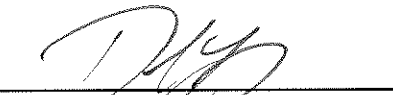
SIGNATURE: 

PRINTED NAME: Suzanne Geisler, Chief Executive Officer

DATE: 11/10/2020

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this Agreement to be executed on the date stated below by David Young, its President, in accordance with Resolution No. 20-1676, dated 11/24/20.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

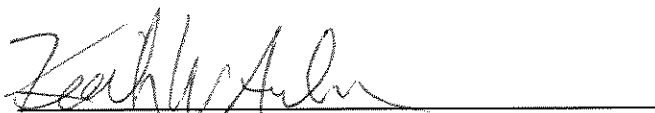
PRINTED NAME: David Young

TITLE: President

DATE: 11/24/20

Approved as to form:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO


By: Keith Anderson, Assistant Prosecutor

Resolution

Number 20-1677

Adopted Date November 24, 2020

AUTHORIZE AMENDMENT NO. 1 TO THE ENGINEERING AGREEMENT WITH AECOM TECHNICAL SERVICES, INC., INCREASING PURCHASE ORDER NO. 25074 FOR THE DESIGN OF WATER TREATMENT PLANT UPGRADES AND SOFTENING FACILITIES

WHEREAS, Warren County and AECOM Technical Services, Inc. entered into an Engineering Agreement on May 29, 2018 for professional engineering services for the preparation of construction drawings, contract documents and surveying services during the design and construction of the Water Treatment Plant Upgrades and Softening Facilities Project; and

WHEREAS, it is the desire of this Board to amend said Engineering Agreement to allow for additional professional engineering services application programming; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 1 increasing Purchase Order No. 25074 to AECOM Technical Services, Inc. in the amount of \$272,770 creating a new contract price of \$4,791,770. Said Amendment, attached hereto and made a part hereof, shall be subject to the following conditions:

1. The scope of services shall be as stipulated in "September 30, 2020 Warren County – Franklin Area and Renneker Water Treatment Plants, Application Programming Scope of Services" attached hereto and made a part hereof.
2. Compensation for the additional services shall be in accordance with the May 29, 2018 Engineering Contract, total additional compensation not to exceed \$272,770.

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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—AECOM, Inc.
Water/Sewer (file)
Project file

**AMENDMENT NO. 1
ENGINEERING AGREEMENT**

THIS AMENDMENT NO. 1, effective on the date last executed by the Parties hereto, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of WARREN COUNTY, OHIO (hereinafter "COUNTY") and AECOM Technical Services, Inc., 277 West Nationwide Boulevard, Columbus, Ohio 43215 (hereinafter "CONSULTANT").

WHEREAS, Warren County and AECOM Technical Services, Inc.. entered into an Engineering Agreement on May 29, 2018 for professional engineering services for the preparation of construction drawings, contract documents and surveying services during the design and construction of the Water Treatment Plant Upgrades and Softening Facilities Project; and

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

WHEREAS, it is the desire of this Board to amend said Engineering Agreement to allow for additional professional engineering services including application programming; and

NOW, THEREFORE, IT IS AGREED by and between the COUNTY and the CONSULTANT that the Design of Water Treatment Plant Upgrades and Softening Facilities Project is hereby amended as follows:

SCOPE OF SERVICES

The contractual scope shall be modified as identified in the CONSULTANT's letter dated, September 30, 2020, attached hereto and made a part hereof.

COUNTY RESPONSIBILITIES

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

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

SCHEDULE

The CONSULTANT'S additional services shall commence upon the execution of the Amendment by both the CONSULTANT and the COUNTY. All tasks shall be completed in accordance with the May 29, 2018 Agreement.

COMPENSATION

1. The CONSULTANT's fee for all services performed pursuant to this Amendment shall be on a "per hour" basis for all labor incurred by the CONSULTANT, in accordance with the May 29, 2018 Agreement.
2. Based on the scope of work as described herein, total compensation for all services performed under this Amendment, and all direct reimbursable costs, shall not exceed \$272,770.
3. Payment of compensation shall be made to the CONSULTANT within thirty (30) days after the receipt of an invoice from the CONSULTANT.

TERMS & CONDITIONS

Except as provided herein, the May 29, 2018 Engineering Agreement shall remain binding and in force and effect in all other aspects. In the event any conflict or dispute arises between the May 29, 2018 Engineering Agreement and this Amendment No. 1, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Amendment No. 1.

[the remainder of this page is intentionally left blank]

CONSULTANT:

IN EXECUTION WHEREOF, AECOM Technical Services, Inc., has caused this Agreement to be executed by Eric Onderak, P.E., its Associate Vice President, on the date stated, pursuant to a resolution authorizing the same.

AECOM Technical Services, Inc.

SIGNATURE: 

NAME: Eric Onderak

TITLE: Associate Vice President

DATE: 11/03/2020

COUNTY:

IN EXECUTION WHEREOF, the Warren County Board of Commissioners has caused this Agreement to be executed by David Young, its President on the date stated below, pursuant to Board Resolution No. 20-1677, dated 11/24/20.

WARREN COUNTY BOARD OF COMMISSIONERS

SIGNATURE

NAME: 

TITLE: David Young

DATE: 11/24/20

Approved as to form:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO


By: Adam Nice, Asst. Prosecutor

CHANGE ORDER

In accordance with the Professional Engineering Services Agreement ("Agreement") dated May 29, 2018 between Warren County, Ohio ("Client") and AECOM Technical Services, Inc. or "AECOM". This Change Order, with an effective date of _____, 2020 modifies the Professional Engineering Services Agreement as follows:

1. Changes to the Services:

Addition of services outlined in Attachment 1

2. Change to Deliverables:

See Attachment 1

3. Change in Project Schedule (attach schedule if appropriate):

None

4. Change in AECOM's Compensation:

The Services set forth in this Change Order will be compensated on the following basis:

Following existing Contract provisions. Total additional billable fees of \$272,770.00 as shown in attachment 1.

5. Project Impact:

None


6. Other Changes (including terms and conditions):


None

- 7. All other terms and conditions of the Agreement remain unchanged.
- 8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.

CLIENT: Warren County, Ohio


Signature


Signature

Eric Onderak, P.E.
Printed Name

David Young
Printed Name

Associate Vice President Central Region, Water
Printed Title

President
Printed Title

09/30/20
Date

11/24/20
Date

Address:
277 West Nationwide Blvd.
Columbus, OH 43215

Address:
406 Justice Drive
Lebanon, Ohio 45036

[End of the Change Order]

Warren County Membrane Softening Upgrades

RARWTP and FAWTP Application Programming
 Technical Proposal Cost

Task Description Summary	RARWTP hrs	FAWTP hrs	Total AECOM hrs	QDCs	Total Cost
Task 1: Application Programming					
Project Meetings	24	24	48	\$660	\$11,076
PLC Programming	160	80	240	\$990	\$53,070
OIT Programming	128	64	192	\$1,320	\$42,984
HMI Programming	200	100	300	\$3,300	\$66,400
Coordination with OEM Suppliers	40	40	80	\$0	\$17,360
On-Site Program Testing	150	150	300	\$4,400	\$69,500
Training	10	10	20	\$0	\$4,340
Software Documentation	10	10	20	\$0	\$4,340
Total Hours This Task	722	478	1200	\$10,670	\$271,070
Task 2: As Authorized Services					
Ongoing Support	60	60	120	\$660	\$26,700
Total Hours This Task	60	60	120	\$660	\$26,700
Grand Total Fee Estimate	782	538	1320	\$11,330	\$297,770
Grand Total Fee Estimate (less extra design fee)					\$272,770

Warren County - Franklin Area and Renneker Water Treatment Plants

Application Programming Scope of Services

1. **Project Meetings:** Develop the agenda, attend, and prepare meeting notes for three application programming progress review meetings in Warren County. Each meeting is anticipated to take an entire workday. The meetings will generally include the following:
 - a. Programming Kickoff, draft Control Descriptions, initial template HMI displays and OIT screens, and schedule.
 - b. Final Control Descriptions and initial HMI displays and OIT screens.
 - c. PLC programming, non-process HMI functions, security, alarming, data collection, and coordination with vendor systems.
 - d. Final (before start-up) application programming and field testing procedures, updated HMI displays and OIT screens, and proposed operation. This meeting will occur prior to starting up or commissioning any new processes or equipment and will be presented using emulation software on a laptop and/or OIT running offline from the Plant existing network. This is a final acceptance stage before any programming gets downloaded or implemented onto the live network.
2. **PLC Programming:** Provide application programming for the new Allen-Bradley PLCs provided by the Contractor (including NF Area Control Panel PLCs for both plants), along with application programming for the existing Allen-Bradley PLCs where associated processes will be modified by the Contractor (including Control Building PLC, High Service Building PLC, Chemical Feed Building PLC, and UV System PLC). These services will include definition of PLC functional requirements for review, and programming of monitoring and control functions.
3. **OIT Programming:** Provide application programming for the new Allen-Bradley OITs on the NF Area Control Panels provided by Contractor. All monitoring and control functions performed by the NF Area Control Panel PLC will be represented on this OIT (Break Tank System, NF Feed Pump System, NF Skid System Overview, Degasifier System, All Chemical Systems, Building Systems). These services will include definition of monitoring functions and command / set point entry for review, and programming of the OIT screens. The main OIT screens will include links to control windows and additional monitoring windows for monitoring of all major processes. The NF Skids Master Control Panel's and Skid Local Control Panels' PLC and OIT programming is vendor-furnished by the membrane manufacturer.
4. **HMI Programming:** Provide application programming for the existing HMI server at each Plant. These services will include definition of monitoring and command / set point entry functions for review, and programming for main process graphic displays as well as control popup displays (for unit processes monitored/controlled from new and modified existing PLCs as well as PLCs provided by OEM supplier). Main process displays will include links to detailed control screens for monitoring of all major plant processes and equipment. The HMI application programming will include alarm annunciation of process alarms, trending of analog values, and data collection. The data acquired by the control system will be available on the HMI computers for use in other programs or reports as desired.
5. **Coordination with OEM suppliers:** Coordinate communications and programming with

individual vendor supplied control system (NF Skids Master Control Panel).

6. **On-Site Program Testing:** After the NF Building ACP factory acceptance test is performed and approved, the Contractor will ship, install, and power up the PLC enclosure on-site. Once their installation is powered up and accepted, AECOM will load the PLC, OIT, and HMI application software. AECOM will perform on-site testing (with Contractor assistance) of actual field devices and equipment to verify the proper operation of all PLC, OIT, and HMI programming functions and features. This testing will occur as part of the startup and commissioning to prove the systems and processes are working properly prior to placing them into service with existing Plant operations.
7. **Training:** Provide on-site training of operations and maintenance personnel on the use of the PLC, OIT, and HMI application programming. We anticipate one set of training (in a single session) at the completion of software testing prior to placing the new systems in service. This training will be in addition to and will complement the required Contractor training.
8. **Software Documentation:** Document all PLC, OIT, and HMI application programming with text descriptions for ease of maintenance and troubleshooting to the tag/rung level. At the completion of start-up, provide copies of all application programming to Warren County on a flash drive.
9. **Support:** Provide support for the application programming for a period of one year from the completion of start-up and testing. Support will be in the form of telephone assistance and/or on-site system modification and evaluation. Estimate includes 120 hours.

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

Resolution

Number 20-1678

Adopted Date November 24, 2020

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 11/17/20 and 11/19/20 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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

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

Resolution

Number 20-1679

Adopted Date November 24, 2020

ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTIONS

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

NOW THEREFORE BE IT RESOLVED, to acknowledge approval of the attached financial transactions 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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor
Supplemental App. File
Appropriation adjustment file
Human Services (file)
OMB (file)

APPROVE SUPPLEMENTAL AND APPROPRIATION ADJUSTMENTS INTO LOCAL CORONAVIRUS RELIEF FUND #2210

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 71,253.65 into #22101110-5317 (Local Corona – Non-Capital)

BE IT FURTHER RESOLVED, to approve the following appropriation adjustments:

\$ 31,820.26	from	#22101110-5820	(Local Corona – Health/Life Insurance)
\$ 18,543.61	from	#22101110-5840	(Local Corona – Unemployment Comp)
\$ 611.36	from	#22101110-5430	(Local Corona – Utilities)
\$ 26,353.93	from	#22101110-5400	(Local Corona – Purchased Services)
\$ 85.49	into	#22101110-5910	(Local Corona – Other Expense)
\$ 43,906.94	into	#22101110-5317	(Local Corona – Non-Capital)
\$ 33,336.73	into	#22101110-5102	(Local Corona – Regular Salaries)

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

M
M
M

Resolution adopted this day of November 2020.

BOARD OF COUNTY COMMISSIONERS

Laura Lander, Deputy Clerk

cc: Auditor _____
Supplemental Appropriation file
OMB (file)

A Zindil
to be ratified 11-24-2020

Supp. App

APPROVE A BUDGET AMENDMENT WITHIN HUMAN SERVICES FUND 2203
BE IT RESOLVED, to approve the following Budget Amendment:

\$75,000.00 into 22035310 5400 (PURCHASED SERVICES)

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

M
M
M

Resolution adopted this day of November 2020.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

Budgetamend112020

9 Zindel
to be ratified
11-24-2020

APPROVE APPROPRIATION ADJUSTMENT INTO LOCAL CORONAVIRUS RELIEF FUND #2210

BE IT RESOLVED, to approve the following appropriation adjustment:

\$	1,601.96	into	#22101110-5317	(Local Corona – Non-Capital)
\$	1,601.96	from	#22101110-5210	(Local Corona – Material & Supplies)

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

M
M
M

Resolution adopted this day of November 2020.

BOARD OF COUNTY COMMISSIONERS

Laura Lander, Deputy Clerk

cc: Auditor _____
Supplemental Appropriation file
OMB (file)

A. Z. del
to be ratified
11-24-2020

APPROVE APPROPRIATION ADJUSTMENT INTO LOCAL CORONAVIRUS RELIEF FUND #2210

BE IT RESOLVED, to approve the following appropriation adjustment:

\$	1,921.17	into	#22101110-5210	(Local Corona – Material & Supplies)
\$	1,921.17	from	#22101111-5400	(Local Corona – Purchased Services)

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

M
M
M

Resolution adopted this day of November 2020.

BOARD OF COUNTY COMMISSIONERS

Laura Lander, Deputy Clerk

cc: Auditor _____
Supplemental Appropriation file
OMB (file)

*Map
to be ratified
11-24-2020*

APPROVE SUPPLEMENTAL APPROPRIATION INTO LOCAL CORONAVIRUS RELIEF FUND #2210

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 478 995.02 into #22101110-5950 (Local Corona – Refunds)

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

M
M
M

Resolution adopted this day of November 2020.

BOARD OF COUNTY COMMISSIONERS

Laura Lander, Deputy Clerk

cc: Auditor _____
Supplemental Appropriation file
OMB (file)

Handwritten:
G Zndil
to ratify
11-24-2020

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

Resolution

Number 20-1680

Adopted Date November 24, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR SORAYA FARMS, LLC FOR COMPLETION OF IMPROVEMENTS IN SORAYA FARMS, SECTION SEVEN SITUATED IN CLEARCREEK TOWNSHIP

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

BOND REDUCTION

Bond Number	:	20-006 (P/S)
Development	:	Soraya Farms, Section Seven
Developer	:	Soraya Farms, LLC
Township	:	Clearcreek
Reduction Amount	:	\$3,822.04
Surety Company	:	Unity National Bank (LOC 1224210405546)

BE IT FURTHER RESOLVED: the original amount of bond was \$74,583.38 and after the above reduction, the new required bond amount is \$70,761.34.

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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Soraya Farms, LLC, 8534 Yankee St., Dayton, OH 45458
Unity National Bank, Attn: Commercial Loans, 212 N. Main St., PO Box 913, Piqua, OH 45356
Engineer (file)
Bond Agreement File

Resolution

Number 20-1681

Adopted Date November 24, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION D.R. HORTON – INDIANA, LLC FOR COMPLETION OF IMPROVEMENTS IN THE VILLAGES OF HOPEWELL VALLEY, SECTION 7 SITUATED IN HAMILTON TOWNSHIP

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

BOND REDUCTION

Bond Number	:	20-026 (P/S)
Development	:	The Villages of Hopewell Valley, Section 7
Developer	:	D.R. Horton – Indiana, LLC
Township	:	Hamilton
Reduction Amount	:	\$3,658.60
Surety Company	:	The Continental Insurance Company (30115372)

BE IT FURTHER RESOLVED: the original amount of bond was \$138,979.49 and after the above reduction, the new required bond amount is \$135,320.89.

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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: D.R. Horton-Indiana, LLC, 9210 North Meridian St., Indianapolis, IN 46260
The Continental Insurance Co., 801 Warrenville Road, Ste 700, Lisle, IL 60532
Engineer (file)
Bond Agreement File

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

Resolution

Number 20-1682

Adopted Date November 24, 2020

APPROVE BOND RELEASE FOR MODERN REAL ESTATE SALES, LLC FOR COMPLETION OF IMPROVEMENTS IN HOPKINS COMMONS SITUATED IN HAMILTON 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	:	Hopkins Commons
Developer	:	Modern Real Estate Sales, LLC
Township	:	Hamilton
Amount	:	\$50,407.50
Surety Company	:	FCN Bank – LOC #191000

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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
Surety Co.
Soil & Water (file)
Bond Agreement file

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

Resolution

Number 20-1683

Adopted Date November 24, 2020

APPROVE VARIOUS RECORD PLATS

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

- Meurer Field Estates Section One B – Washington 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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

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

Resolution

Number 20-1684

Adopted Date November 24, 2020

APPROVE OPERATIONAL TRANSFERS OF INTEREST EARNINGS FROM COMMISSIONERS FUND #11011112 INTO WATER FUNDS #5510, #5583, SEWER FUNDS #5580, AND #5575

WHEREAS, pursuant to Resolution #90-502, adopted May 3, 1990 and amended by Resolution #18-1854, adopted November 27, 2018, relative to the transfer of interest earned by the County on revenues earned on various funds held by the County to the benefit of the Water and Sewer system; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of October 2020:

\$7,289.86	from #11011112 5997	(Operational Transfers)
	into 5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 319.76	from #11011112 5997	(Operating Transfers)
	into #5575 44100 55753300 AAREVENUE	(Sewer Construction Project - Interest Earnings)
\$ 6,150.78	from #11011112 5997	(Operational Transfers)
	into #5580 44100 55803300 AAREVENUE	(Sewer Revenue - Interest Earnings)
\$ 999.22	from #11011112 5997	(Operational Transfers)
	into #5583 44100 55833200 AAREVENUE	Water Construction Projects - Interest Earnings)

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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: Auditor
Water/Sewer (file)

OMB
Operational Transfer file

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

Resolution

Number 20-1685

Adopted Date November 24, 2020

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

WHEREAS, the Child Support Enforcement Agency has submitted a request to this Board to transfer the fourth quarter of their 2020 local share to their Fund #2263; and

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

\$72,000.00	from	#11011112-5748	(Commissioners Transfers - CSEA)
	into	#2263 49000	(CSEA - County Share)

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

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

Resolution adopted this 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Operational Transfer file
CSEA (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1686

Adopted Date November 24, 2020

APPROVE SUPPLEMENTAL APPROPRIATION ADJUSTMENT INTO SHERIFF'S
OFFICE FUND #2286

BE IT RESOLVED, to approve the following supplemental appropriation adjustment within
Warren County Sheriff's Office Fund #2286:

\$2,000.00 into 22862200-5210 (MATERIAL & SUPPLIES)

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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Sheriff (file)

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

Resolution

Number 20-1687

Adopted Date November 24, 2020

APPROVE SUPPLEMENTAL APPROPRIATION WITHIN JAIL SALES TAX #4495

BE IT RESOLVED, to approve a supplemental appropriation within Fund #4495 as follows:

\$80,000.00 into 44953712-5320 (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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Facilities (file)

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

Resolution

Number 20-1688

Adopted Date November 24, 2020

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO FACILITIES MANAGEMENT FUND #11011600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Facilities Management Fund #11011600 in order to process a vacation and sick leave payouts for James Volkerding and Dewayne Gordon former employees of Facilities Management:

\$18,908.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
into #11011600-5882 (Facilities Management - Vacation Leave Payout)

\$6,438.00 from #11011110-5881 (Commissioners - Sick Leave Payout)
into #11011600-5881 (Facilities Management - Sick 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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 20-1689

Adopted Date November 24, 2020

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

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

\$5,927.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
 into #11012210-5882 (Sheriff's Office - Corrections - 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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 20-1690

Adopted Date November 24, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
GENERAL FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 5,000.00 from #11011220-5400 (Purchased Services)
into #11011220-5318 (DB Approval 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 24th day of November 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 20-1691

Adopted Date November 24, 2020

APPROVE APPROPRIATION ADJUSTMENT FROM COMMON PLEAS COURT
GENERAL FUND #11011220 INTO #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 2,500.00 from #11011220-5210 (Materials/Supplies)
 into #11011223-5210 (Materials/Supplies)

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 24th day of November 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 20-1692

Adopted Date November 24, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
SERVICES #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 3,000.00 from #11011223-5811 (PERS)
 into #11011223-5855 (Clothing/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 24th day of November 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 20-1693

Adopted Date November 24, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5,000.00	from	BUDGET-BUDGET	22891224 5317 (Non Capital Purchase)
	into	BUDGET-BUDGET	22891224 5318 (Non Cap Purchase w/data approval)

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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas (file)

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

Resolution

Number 20-1694

Adopted Date November 24, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustment:

\$13,500.00 from #11012100-5820 (Coroner –Health & Life Insurance)
into #11012100-5400 (Coroner –Purchased 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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Coroner (file)

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

Resolution

Number 20-1695

Adopted Date November 24, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE DETENTION CENTER
FUND #10112600

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

\$ 22,000.00 from 11012600-5102 (Regular Salaries)
into 11012600-5320 (JUV DET 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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 20-1696

Adopted Date November 24, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUNDS #11012810 & 11012812

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 26,000.00	from	#11012810-5317	(Telecom Non Capital Purchases)
	into	#11012810-5102	(Telecom Regular Salaries)
\$5,000.00	From	#11012810-5210	(Telecom Materials & Supplies)
	Into	#11012810-5811	(Telecom PERS)
\$1,000.00	from	#11012810-5850	(Telecom Training /Education)
	Into	#11012810-5871	(Medicare)
\$10,000.00	from	#11012812-5910	(Tele Data Other Expenses)
	Into	#11012812-5102	(Tele Data Regular Salaries)

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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

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

Resolution

Number 20-1697

Adopted Date November 24, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN BOARD OF ELECTIONS FUND
#2209

BE IT RESOLVED, to approve the following appropriation adjustments:

\$43.19	from #22091300-5400	(Purchased Services)
	into #22091300-5811	(PERS)
\$48.01	from #22091300-5210	(Materials & Supplies)
	into #22091300-5317	(Non Capital Purchase)
\$2305.74	from #22091300-5210	(Material & Supplies)
	into #22091300-5811	(PERS)
\$919.50	from #22091300-5850	(Training & Education)
	into #22091300-5811	(PERS)
\$11,661.17	from #22091300-5850	(Training & Education)
	into #22091300-5151	(Poll Workers)

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 24th day of November 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 20-1698

Adopted Date November 24, 2020

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN WORKFORCE INVESTMENT BOARD FUND #2238

BE IT RESOLVED, to approve the following appropriation adjustment

\$ 7,382.00 from #22385800-5940 (Travel)
into #22385800-5102 (Regular Salaries)

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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Workforce Investment Board (file)

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

Resolution

Number 20-1699

Adopted Date November 24, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND 2245

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,241.03 from #22452450-5102 (Regular Salaries)
 into #22452450-5950 (Refunds)

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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

MRB/

cc: Auditor
Appropriation Adjustment file
Prosecutor (file)

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

Resolution

Number 20-1700

Adopted Date November 24, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$11,321.46	from #227351005317	(Non Capital Purchases)
	into #227351005910	(Other Expense)
\$8,678.54	from #227351005447	(Child Placement Specialized)
	into #227351005910	(Other Expense)
\$1,000.00	from #227351005447	(Child Placement Specialized)
	into #227351005940	(Travel)

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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

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

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

Resolution

Number 20-1701

Adopted Date November 24, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE OHIOMEANSJOBS WARREN COUNTY FUND #2254

WHEREAS, an appropriation adjustment is necessary for Salaries expenses; and

NOW THEREFORE BE IT RESOLVED, to approve appropriation adjustments within the OhioMeansJobs Warren County Fund # 2254.

\$ 20,000 from #22545800-5910 (Other Expense)
 into #22545800-5102 (Regular Salaries)

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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
OhioMeansJobs (file)

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

Resolution

Number 20-1702

Adopted Date November 24, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE OHIOMEANSJOBS WARREN COUNTY FUND #2258

WHEREAS, an appropriation adjustment is necessary for PERS expenses; and

NOW THEREFORE BE IT RESOLVED, to approve appropriation adjustments within the OhioMeansJobs Warren County Fund # 2258.

\$ 10,000 from #22585800-5320 (Capital Purchases)
 into #22585800-5811 (PERS)

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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
OhioMeansJobs (file)

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

Resolution

Number 20-1703

Adopted Date November 24, 2020

**APPROVE APPROPRIATION ADJUSTMENTS WITHIN FACILITIES MANAGEMENT
#4467**

BE IT RESOLVED, to approve the following appropriation adjustments:

\$100,000.00 from #44673711-5320 (Capital Purchases)
into #44673713-5320 (Capital Purchases)

\$140,000.00 from #44673713-5317 (Non Capital Purchases)
into #44673713-5320 (Capital Purchases)

\$100,000.00 from #44673712-5320 (Capital Purchases)
into #44673725-5320 (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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 20-1704

Adopted Date November 24, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO GENERAL FUND #11101110

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 100,000.00 into #11101110-5910 (General – Other Expense)

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

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

Resolution adopted this 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
OMB (file)

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

Resolution

Number 20-1705

Adopted Date November 24, 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.

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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Commissioners file

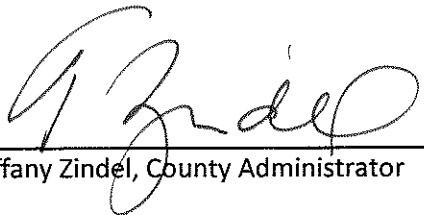
REQUISITIONS

Department	Vendor Name	Description	Amount
CSE	OHIO CSEA DIRECTORS ASSOC	CLEAR LOCATION SERVICES	\$ 2,200.00
JUV	ARAMARK CORRECTIONAL SERVICES	FOOD SERVICE FOR DETAINEES IN JDC	\$ 60,000.00
JUV	ARAMARK CORRECTIONAL SERVICES	FOOD SERVICE FOR RESIDENTS MHY	\$ 60,000.00
SOL	ENVIRONMENTAL EDUCATORS INC	ENVIRONMENTAL EDUCATORS 2021	\$ 10,300.00

RATIFY APPROVAL OF FOLLOWING:

CARES Grants to Private Schools	See Attached	
WARREN COUNTY UNITED WAY	TECHNOLOGY/DIGITAL DIVIDE SOLUTION	\$ 276,000.00
WILD CREATIVE LLC	PSA COLLABORATION WITH SCHOOLS, HEALTH DEPT. ATRIUM, ETC	\$ 2,500.00

11/24/2020 APPROVED:



Tiffany Zindel, County Administrator

<u>School Name</u>	<u>Amount spent on PPE and cleaning</u>	<u>Amount spent on technology/remote learning</u>	<u>Amount received from ESSER</u>	<u>Amount to be received from CRF</u>	
Bishop Fenwick	\$32,680.00	\$24,396.00	\$0.00	\$16,100.00	\$40,976.00
Royalmont Academy	\$10,000.00	\$8,000.00	\$0.00	\$4,401.46	\$13,598.54
St. Francis De Sales	\$7,000.00	\$18,000.00	\$0.00	\$4,910.48	\$20,089.52
St. Margaret of York	\$17,829.32	\$25,000.00	\$0.00	\$17,330.00	\$25,499.32
St. Susanna	\$15,000.00	\$45,782.00	\$0.00	\$20,992.00	\$39,790.00
Totals	\$82,509.32	\$121,178.00	\$0.00	\$63,733.94	\$139,953.38

<u>School Name</u>	<u>Amount spent on PPE and cleaning</u>	<u>Amount spent on technology/re mote learning</u>	<u>Personnel Costs</u>	<u>Amount Reimbursed Other Sources</u>	<u>County Reimb.</u>
Cinday Academy	\$10,010.33	\$17,049.05	\$1,330.00	\$8,278.58	\$20,110.80
Middletown Christian	\$1,639.38	\$64,792.50	\$14,288.73	\$0.00	\$80,720.61
Liberty Bible	\$4,934.93		\$0.00	\$0.00	\$4,934.93
Village Christian		\$17,000.00			\$17,000.00
Montessori Academy					\$19,511.12
Goddard SL	\$15,010.05	\$1,576.84	\$12,000.00	\$17,254.00	\$11,332.89
Mars Hill	\$1,500.00	\$4,000.00	\$0.00	\$0.00	\$5,500.00
Chess Christian	\$11,169.57	\$112,350.50			\$123,520.07
Lebanon Christian	\$30,000.00				\$30,000.00
LUMP	Not interested				\$0.00
Childrens Academy	No response				\$0.00
Totals	\$16,584.64	\$98,841.55	\$15,618.73	\$8,278.58	\$312,630.42

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

Resolution

Number 20-1706

Adopted Date November 24, 2020

APPROVE REAPPOINTMENT TO THE WARREN COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

BE IT RESOLVED, to approve the following reappointment:

Barry Riley
1322 Shawhan Road
Morrow, Ohio 45152

Term to expire 12/31/2024

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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/lkl

cc: Appointment file
Developmental Disabilities (file)
Laura Lander
Appointee

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

Resolution

Number 20-1707

Adopted Date November 24, 2020

ENTER INTO AGREEMENT WITH THE VILLAGE OF SOUTH LEBANON ON BEHALF OF THE COUNTY ENGINEER

BE IT RESOLVED, to approve and enter into an agreement for roadway maintenance with the Village of South Lebanon relative to the annexation of 29.2903 along Zoar Road in Hamilton Township on behalf of the County Engineer; 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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A—Village of South Lebanon (file)
Village of South Lebanon
Engineer (file)
Annexation file

ROADWAY MAINTENANCE AGREEMENT

THIS ROADWAY MAINTENANCE AGREEMENT (the "Agreement") is entered into by and between the **BOARD OF COMMISSIONERS OF WARREN COUNTY, OHIO** (the "County") and the **VILLAGE OF SOUTH LEBANON, OHIO, an Ohio municipal corporation** (the "Village").

1. Recitals. On October 20, 2020, an Expedited Type 2 annexation petition was filed under section 709.023 of the Ohio Revised Code with the Board of Commissioners of Warren County, Ohio, by Stephen Hunt and Richard Paolo, agents for the owner, Mary Jo Creedon, of certain real property in Hamilton Township, consisting of 29.2093 acres being more particularly described in Exhibit "A". The annexation left a portion of Zoar Road outside the Village of South Lebanon, but adjacent to the Village on the south side of the road. In accordance with R.C. 709.023 (E)(7), if a street or highway will be divided or segmented by the boundary line between the township and the municipal corporation as to create a road maintenance problem, the municipal corporation to which annexation is proposed must agree as a condition of the annexation to assume the maintenance of that street or highway or to otherwise correct the problem. Therefore, the parties desire to enter into this Agreement to memorialize the substantive conditions related to the roadway maintenance responsibilities of both the Village and the County as it relates to the entire portion of Zoar Road as shown in Exhibit "B".

2. Scope of Application for this Agreement. The express intent of this Agreement is to define the duties and responsibilities of both parties relating to the performance of all maintenance items as defined herein. Said maintenance duties and responsibilities shall be limited to the entire portion of Zoar Road between the eastern corporate limits of the Village and the eastern border of the annexed property as shown in Exhibit "B".

3. Roadway Maintenance. This section shall provide for the roadway maintenance responsibilities and duties of the Village and the County for the portion of Zoar Rd in Exhibit "B". For the purposes of this Agreement, "Maintenance" shall be defined as: "The performance of all routine repairs and general upkeep of roads within the subject area and being subject to constructive notice within said area. The performance and timing of said maintenance shall be identical to the maintenance performed in the existing territory presently maintained by the County."

The maintenance shall be the responsibility of the Village for the portion of Zoar Road as shown in Exhibit "B". The maintenance shall include, but not be limited to, the following:

- All Capital road, bridge, culvert & ditch improvements
- Pavement resurfacing/paving & pothole repair
- Pavement striping
- Ditching

- Repair and upkeep of all bridges & culverts, including all appurtenances thereto.
- Traffic signs
- Berm repair
- Brush control and mowing
- Debris removal
- Guardrail repair and replacement
- Snow and ice removal

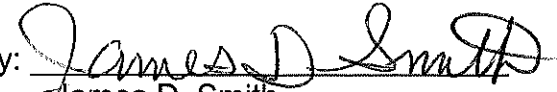
4. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. If one or more of the provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unconstitutional, or unenforceable in any respect, that invalidity, illegality, unconstitutionality or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal, unconstitutional, or unenforceable provision had never been contained herein.

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes arising out of or relating in any way to this Agreement shall exclusively be in the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of or related in any way to this Agreement in any other state or federal court.

5. Effective Date. This Agreement shall be effective upon the date of passage of legislation or adoption of a resolution by the municipal corporation accepting the aforementioned annexation, subject to any period of referendum or stay of execution by a court of competent jurisdiction. In the event the annexation should not be accepted by the municipal corporation or take effect for any other reason, this Agreement shall terminate and be held for naught.

IN EXECUTION WHEREOF, in accordance with Resolution No. 2020-45, dated November 19, 2020, the South Lebanon Village Council has authorized this Agreement to be executed by the Mayor, on the date stated below.


VILLAGE OF SOUTH LEBANON,
OHIO

By: 
James D. Smith
Mayor

STATE OF OHIO, COUNTY OF WARREN, ss:

SWORN to and SUBSCRIBED in my presence by the said James D. Smith, Mayor of the Village of South Lebanon Ohio, on this 20th day of November 2020. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

Amy Butler
Notary public
State of Ohio
My Commission Expires 07/10/2021


Notary Public

IN EXECUTION WHEREOF, in accordance with Resolution Number 20-1707, dated 11/24/20, the Board of Commissioners of Warren County, Ohio, has caused this Agreement to be executed by its President or Vice-President, on the date stated below.

BOARD OF COUNTY
COMMISSIONERS, WARREN
COUNTY, OHIO

By: [Signature]
Name: David Young
Title: President

STATE OF OHIO, COUNTY OF WARREN, ss:

SWORN to and SUBSCRIBED in my presence by the said David Young the President or Vice-President of the Board of Commissioners of Warren County, Ohio, on this 24th day of November 2020. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



KIANA HAWK
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 7/18/2023

[Signature]
Notary Public

Prepared and approved as to form:

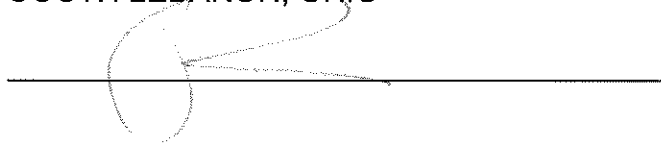
DAVID P. FORNSHELL
WARREN COUNTY PROSECUTING ATTORNEY

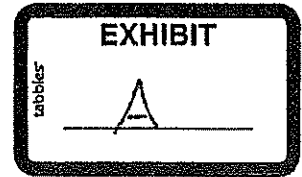


By: Bruce A. McGary, Asst. Prosecutor

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO





SEPTEMBER 30, 2020

**LEGAL DESCRIPTION
AREA TO BE ANNEXED
29.2093 ACRES**

SITUATE IN MILITARY SURVEY #1546, HAMILTON TOWNSHIP, WARREN COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING MAG NAIL IN THE CENTERLINE OF ZOAR ROAD AT THE NORTHEAST CORNER OF WYNSTEAD SECTION 3 AS RECORDED IN PLAT BOOK 94, PAGES 39 & 40 OF THE WARREN COUNTY, OHIO RECORDS, BEING THE SOUTHEAST CORNER OF THE VILLAGES AT RIVERS BEND GRANT FREDERICK, SECTION 2, BLOCK "A" AS RECORDED IN PLAT BOOK 96, PAGES 72 AND 73 OF THE WARREN COUNTY, OHIO RECORDS; THENCE LEAVING THE CENTERLINE OF ZOAR ROAD, ALONG THE EASTERLY LINE OF SAID VILLAGES AT RIVERS BEND GRANT FREDERICK, SECTION 2, BLOCK "A", NORTH 07°28'55" EAST, 22.39 FEET TO A SET 5/8" IRON PIN AND CAP (#7862) AT THE SOUTHWEST CORNER OF THE 9.8890 ACRES AS CONVEYED TO ROBERT ALLEN & ANITA OEDER, TRUSTEES IN DOCUMENT NUMBER 2019-035517 (TRACT 1) OF THE WARREN COUNTY, OHIO RECORDS; THENCE LEAVING THE EASTERLY LINE OF THE VILLAGES AT RIVERS BEND GRANT FREDERICK, SECTION 2, BLOCK "A", ALONG THE SOUTHERLY LINE OF SAID OEDER TRUSTEES TRACT 1 AND THE SOUTHERLY LINE OF THE 9.2834 ACRES AS CONVEYED TO JAMES W. & MELODY A. OEDER IN DOCUMENT NUMBER 2017-032308 OF THE WARREN COUNTY, OHIO RECORDS, SOUTH 81°34'25" EAST, 922.20 FEET TO A SET MAG NAIL AT THE SOUTHEAST CORNER OF LAST MENTIONED OEDER TRACT; THENCE LEAVING THE SOUTHERLY LINE OF LAST MENTIONED OEDER TRACT, SOUTH 00°06'31" EAST, 9.25 FEET TO A SET MAG NAIL IN THE CENTERLINE OF ZOAR ROAD; THENCE ALONG THE CENTERLINE OF ZOAR ROAD THE FOLLOWING THREE COURSES AND DISTANCES, SOUTH 70°55'15" EAST, 89.75 FEET TO A SET 5/8" IRON PIN AND CAP (#7862); THENCE SOUTH 35°00'50" EAST, 533.86 FEET TO A SET MAG NAIL AND SOUTH 21°37'03" EAST, 189.88 FEET TO AN EXISTING MAG NAIL AT THE MOST NORTHERLY CORNER OF THE 17.986 ACRES AS CONVEYED TO PHILIP J. AND MARY C. EHLING IN DOCUMENT NUMBER 2019-03645 OF THE WARREN COUNTY, OHIO RECORDS; THENCE LEAVING THE CENTERLINE OF ZOAR ROAD, ALONG THE NORTHERLY LINES OF SAID EHLING TRACT, THE

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FOLLOWING FOUR COURSES AND DISTANCES, SOUTH 67°36'39" WEST, 84.14 FEET TO AN EXISTING IRON PIN AND CAP; THENCE SOUTH 07°06'14" WEST, 116.82 FEET TO AN EXISTING IRON PIN AND CAP; THENCE SOUTH 07°57'20" WEST, 128.70 FEET TO EXISTING IRON PIN AND CAP AND NORTH 89°57'43" WEST, 232.88 FEET TO AN EXISTING 1" IRON PIN AT THE NORTHWEST CORNER OF SAID EHLING TRACT, BEING THE NORTHEAST CORNER OF THE 2.5655 ACRES AS CONVEYED TO AUDREY DOUGHMAN IN DOCUMENT NUMBER 2014-006564 OF THE WARREN COUNTY, OHIO RECORDS; THENCE LEAVING SAID EHLING TRACT, ALONG THE NORTHERLY LINE OF SAID DOUGHMAN TRACT, SOUTH 89°05'01" WEST, 464.62 FEET TO AN EXISTING 1" IRON PIN AT THE NORTHWEST CORNER OF SAID DOUGHMAN TRACT, BEING THE NORTHEAST CORNER OF THE 23.105 ACRES AS CONVEYED TO JOSEPH L. BERNARDIN ARCHBISHOP IN DEED BOOK 449, PAGE 159 OF THE WARREN COUNTY, OHIO RECORDS; THENCE LEAVING SAID DOUGHMAN TRACT, ALONG THE NORTHERLY LINE OF SAID ARCHBISHOP BERNARDIN TRACT, NORTH 89°23'22" WEST, 710.26 FEET TO AN EXISTING IRON PIN AND CAP AT THE NORTHWEST CORNER OF SAID ARCHBISHOP BERNARDIN TRACT, BEING IN THE EASTERLY LINE OF SAID WYNSTEAD, SECTION THREE, THENCE ALONG THE EASTERLY LINE OF SAID WYNSTEAD SECTION THREE, NORTH 07°44'30" EAST, 1,050.01 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 20.2093 ACRES OF LAND AND BEING SUBJECT TO THE RIGHT OF WAY OF ZOAR ROAD AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

THE ABOVE DESCRIBED REAL ESTATE IS ALL OF THE PREMISES AS CONVEYED TO MARY JO CREEDON (29.20 ACRES DEED) RECORDED IN OFFICIAL RECORD 746, PAGE 885 OF THE WARREN COUNTY, OHIO RECORDS.

BEARINGS USED IN THIS LEGAL DESCRIPTION ARE RELATIVE TO WYNSTEAD SECTION 3 AS RECORDED IN PLAT BOOK 94, PAGES 39 AND 40 OF THE WARREN COUNTY, OHIO RECORDS.

BEING THE RESULT OF A SURVEY AND PLAT DATED 9/24/20 MADE BY STEPHEN L. CAHILL, PLS OF ABERCROMBIE & ASSOCIATES, INC, OHIO REGISTERED SURVEYOR #7862.

THE SURVEY PLAT OF WHICH IS FILED IN VOLUME _____, PLAT NO. _____ WHICH IS FILED IN THE WARREN COUNTY ENGINEER'S RECORD OF LAND SURVEYS.

FILE:20-0059.LD1-29.2093AC

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 20-1708

Adopted Date November 24, 2020

APPROVE ANNEXATION OF 29.2093 ACRES TO THE VILLAGE OF SOUTH LEBANON, RICHARD A. PAOLO, AGENT, PURSUANT TO OHIO REVISED CODE SECTION 709.023 [A.K.A. EXPEDITED TYPE 2 ANNEXATION]

WHEREAS, this Board is in receipt of an annexation petition from Richard A. Paolo, Agent to annex 29.2093 acres (Creedon Property Annexation) to the Village of South Lebanon filed on the 20th day of October 2020; and

WHEREAS, said petition for annexation was filed pursuant to and specifically requests that the Board follow ORC §709.023 [a.k.a. Expedited Type 2 Annexation]; and,

WHEREAS, said petition has been determined to contain the following matters required by law:

- The petition meets all the requirements set for in, and was filed in the manner provided in, ORC 709.021, ORC 709.023(E)(1)
- The person who signed the petition are owners of property located in the territory proposed to be annexed, and they constitute all owners in the territory, ORC 709.023 (E)(2)
- The territory proposed to be annexed does not exceed 500 acres, ORC 709.023 (E)(3)
- The territory proposed to be annexed shares a contiguous boundary with the municipality for a continuous length of at least 5% of the perimeter of the territory proposed to be annexed, ORC 709.023 (E)(4)
- The annexation will not create an unincorporated area of the township that is surrounded by the territory proposed to be annexed, ORC 709.023 (E)(5)
- The municipality has agreed to provide the territory proposed to be annexed the services specified in the municipal services statement, ORC 709.023 (E)(6)
- If a street or highway will be divided or segmented by the boundary line between the municipality and township as to create a road maintenance problem, the municipality has agreed as a condition of annexation to assume maintenance of that street or highway or to otherwise correct the problem. (ORC 709.023 (E) (7))

NOW THEREFORE BE IT RESOLVED, that the prayer of said petition be approved.

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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Richard A. Paolo, Agent
RZC
Auditor _____
Village of South Lebanon

RPC
Map Room
Annexation file
Hamilton Township

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

Resolution

Number 20- 1709

Adopted Date November 24, 2020

CONTINUE PUBLIC HEARING FOR THE REZONING APPLICATION OF CREEK SONG LLC TO REZONE 70.39 ACRES FROM PLANNED UNIT DEVELOPMENT "PUD" TO PLANNED UNIT DEVELOPMENT "PUD"

BE IT RESOLVED, to continue the public hearing to consider the rezoning application of Creek Song LLC to rezone 70.39 acres from Planned Unit Development "PUD" to Planned Unit Development "PUD"; said public hearing to be continued to December 15, 2020, at 9:30 a.m. in the Commissioners' Meeting Room; and

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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RPC
RZC
Rezoning file
Applicant
Township Trustees

Resolution

Number 20-1710

Adopted Date November 24, 2020

CONTINUE ADMINISTRATIVE HEARING TO CONSIDER THE PUD PRELIMINARY SITE PLAN (STAGE 2) APPLICATION FOR CREEK SONG LLC IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, to continue the administrative hearing to consider the PUD Preliminary Site Plan (Stage 2) application of Creek Song LLC in Turtlecreek Township; said administrative hearing to be continued to December 15, 2020, at 9:45 a.m. in the Commissioners' Meeting Room.

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 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RPC
RZC
Rezoning file
Applicant
Township Trustees