

Resolution

Number 23-0859

Adopted Date July 18, 2023

ACCEPT RESIGNATION OF MICHAELA SIMMONS, WATER AND SEWER UTILITY CLERK I, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE JULY 28, 2023

BE IT RESOLVED, to accept the resignation of Michaela Simmons, Water and Sewer Utility Clerk I, within the Warren County Water and Sewer Department, effective July 28, 2023.

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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water and Sewer (file)
M. Simmons' Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 23-0860

Adopted Date July 18, 2023

ACCEPT RESIGNATION OF ALLYSON WILLSHAW, ADMINISTRATIVE ASSISTANT,
WITHIN WARREN COUNTY FACILITIES MANAGEMENT EFFECTIVE JUNE 27, 2023

BE IT RESOLVED, to accept the resignation of Allyson Willshaw, Administrative Assistant,
within Warren County Facilities Management, effective June 27, 2023.

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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
A. Willshaw's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 23-0861

Adopted Date July 18, 2023

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


BE IT RESOLVED, to hire Annaliese Poweleit 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 #14, \$20.25 per hour, effective August 7, 2023, subject to a negative background check, drug screen and 365-day probationary period.

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

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

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
A. Poweleit's Personnel file
OMB – Sue Spencer

Resolution

Number 23-0862

Adopted Date July 18, 2023

HIRE MICHAEL MORRIS AS CUSTODIAL WORKER I WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

BE IT RESOLVED, to hire Michael Morris as Custodial Worker I within the Department of Facilities Management, classified, full-time permanent status (40 hours per week), Pay Range #7, \$16.07 per hour, effective July 19, 2023, subject to a negative drug screen, background check and a 365-day probationary period.

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

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

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Facilities Management (file)
M. Morris' Personnel file
OMB-Sue Spencer

Resolution

Number 23-0863

Adopted Date July 18, 2023

HIRE RAY DRATT AS ZONING INSPECTOR, WITHIN THE BUILDING AND ZONING DEPARTMENT


BE IT RESOLVED, to hire Ray Dratt as Zoning Inspector within the Warren County Building and Zoning Department, classified, full-time permanent, non-exempt status (40 hours per week), pay grade #14, \$24.00 per hour, effective July 31, 2023 subject to a negative drug screen, background check and a 365-day probationary period.

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

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

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Building/Zoning (file)
R. Dratt's Personnel file
OMB – Sue Spencer

Resolution

Number 23-0864

Adopted Date July 18, 2023

APPROVE PROMOTION OF ALAN HIGGINS FROM BUILDING AND ELECTRICAL INSPECTOR III TO RESIDENTIAL BUILDING OFFICIAL AND COMPENSATE FOR COMMERCIAL CERTIFICATION WITHIN THE BUILDING AND ZONING DEPARTMENT

WHEREAS, Mr. Higgins has obtained the required certification for the Residential Building Official classification; and

WHEREAS, Mr. Higgins has also completed the Commercial Building Certification; and

WHEREAS, it is the desire of the Board to promote Mr. Higgins to a Residential Building Official classification and also compensate for receiving his Commercial Building Certification; and

NOW THEREFORE BE IT RESOLVED, to promote Alan Higgins from Building and Electrical Inspector III to Residential Building Official at pay range #20, \$34.98 per hour, effective pay period beginning July 15, 2023.

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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building/Zoning (file)
A. Higgins' Personnel File
OMB-Sue Spencer

Resolution

Number 23-0865

Adopted Date July 18, 2023

PROMOTE BRITTANY SMITH TO THE POSITION OF PROTECTIVE SERVICES SUPERVISOR, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the department interviewed all internal candidates, and the director has recommended promoting Brittany Smith to the position of Protective Services Supervisor; and

NOW THEREFORE BE IT RESOLVED, to promote Brittany Smith to Protective Services Supervisor 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 # A, \$2.408.50 bi-weekly effective pay period beginning July 15, 2023.

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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 23-0866

Adopted Date July 18, 2023

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO VIRGINIA BOOKS,
WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

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

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

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

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

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
V. Books' FMLA file
OMB – Sue Spencer

Resolution

Number 23-0867

Adopted Date July 18, 2023

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO JOY HARRISON, WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT

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

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

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

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

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
J. Harrison's FMLA file
OMB – Sue Spencer

Resolution

Number 23-0868

Adopted Date July 18, 2023

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO KEN MALICOTE, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

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

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

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

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

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water & Sewer (file)
K. Malicote's FMLA file
OMB – Sue Spencer

Resolution

Number 23-0869

Adopted Date July 18, 2023

APPROVE RECLASSIFICATION OF WAYNE CLICK FROM THE POSITION OF HVAC TECH I TO THE POSITION OF HVAC TECH II WITHIN THE FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, the Director of Facilities Management has indicated that Wayne Click performs the essential functions of HVAC Tech II and desires to reclassify him to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Wayne Click to the position of HVAC Tech II, non-exempt, pay range #19, \$26.50 per hour, effective pay period beginning July 15, 2023.

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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
Wayne Click's Personnel file
OMB – Sue Spencer

Resolution

Number 23-0870

Adopted Date July 18, 2023

APPROVE RECLASSIFICATION OF WILLIAM DAVID FROM THE POSITION OF HVAC TECH I TO THE POSITION OF HVAC TECH II WITHIN THE FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, the Director of Facilities Management has indicated that William David performs the essential functions of HVAC Tech II and desires to reclassify him to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify William David to the position of HVAC Tech II, non-exempt, pay range #19, \$26.50 per hour, effective pay period beginning July 15, 2023.

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

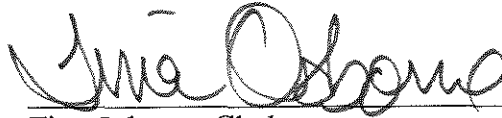
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
William David's Personnel file
OMB – Sue Spencer

Resolution

Number 23-0871

Adopted Date July 18, 2023

APPROVE LATERAL TRANSFER OF LAURA RUSSELL FROM THE POSITION OF PROTECTIVE SERVICES CASEWORKER I TO ASSESSMENT INVESTIGATIVE CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, after interviews, the Director of Children Services has requested the lateral transfer of Ms. Russell to said position; and


NOW THEREFORE BE IT RESOLVED, to approve the lateral transfer of Laura Russell from the position of Protective Services Caseworker I to Assessment Investigative Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division effective pay period beginning July 15, 2023.

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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 23-0872

Adopted Date July 18, 2023

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR ALYSSA HARDIN WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

WHEREAS, Alyssa Hardin, EMA Emergency Plans Assistant, within the Warren County Emergency Services Department, has successfully completed a 365-day probationary period; and

NOW THEREFORE BE IT RESOLVED, to approve Alyssa Hardin's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$20.17 per hour effective pay period beginning July 15, 2023.

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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
A. Hardin's Personnel File
OMB – Sue Spencer

Resolution

Number 23-0873

Adopted Date July 18, 2023

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR SARA SWIERK WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

WHEREAS, Sara Swierk, Emergency Communications Operator within the Warren County Emergency Services Department, has successfully completed a 365-day probationary period; and

NOW THEREFORE BE IT RESOLVED, to approve Sara Swierk's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$20.80 per hour effective pay period beginning July 27, 2023.

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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 23-0874

Adopted Date July 18, 2023

AMEND RESOLUTION #23-0739, ADOPTED JUNE 13, 2023, TO REFLECT THE CORRECT RESIGNATION DATE OF STEPHANIE AUSTIN WITHIN THE BUILDING AND ZONING DEPARTMENT

WHEREAS, pursuant to Resolution #23-0729, adopted June 13, 2023, the resignation date was listed as July 1, 2023, instead of the correct resignation date of June 29, 2023; and

NOW THEREFORE BE IT RESOLVED, to amend Resolution #23-0729, adopted June 13, 2023, to reflect the correct resignation date of June 29, 2023.

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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: S. Austin's Personnel file
Building/Zoning (file)
S. Spencer
T. Whitaker

Resolution

Number 23-0875

Adopted Date July 18, 2023

RECOMMEND MEMBERS TO THE LOCAL EMERGENCY PLANNING COMMITTEE

WHEREAS, Warren County was designated a Hazardous Materials Local Emergency Planning District by the State Emergency Response Commission; and

WHEREAS, Section 3750.03 (B) of the Ohio Revised Code establishes that the State Emergency Response Commission must, by Resolution, appoint members of the local emergency planning committee of an emergency district; and

WHEREAS, the State Emergency Response Commission has determined that all local emergency planning committee membership terms must cycle every two (2) years; and

WHEREAS, current appointed members' terms expire in August 2023; and

NOW THEREFORE BE IT RESOLVED, by this Board of Commissioners that the below listed persons are hereby recommended for appointment by the State Emergency Response Commission to a membership term expiring August 2025 on the Warren County Local Emergency Planning Committee:

Alyssa Hardin	Plans Assistant – Warren County EMA
Brooke Matzen	Officer Administrator – Greater Cincinnati HazMat Unit
Candace Miller	Warren County Commissioners
Crystal Paul	Manager, Emergency Management – UC Health West Chester Hospital
Dan Silbersack	Tier 2 Facility– Proctor & Gamble
Dennis Waldbillig	Duty Officer – Greater Cincinnati HazMat Unit
Frances Ficke	LEPC / Grants Coordinator – Warren County EMA
Gail Rose	American Red Cross
Gary Estes	Warren County Telecommunications
Gary Langdon	Ohio Department of Transportation
John Franks	Incident Meteorologist - NWS
Jon Simpson	RR – Norfolk Southern
Joshua Jones	Tier 2 Facility – EPROD
Kay Vonderschmidt	Senior EM Consultant – Tri Health
Larry Sims	Sheriff- Warren County Sheriff's Office
Martin Russell	Deputy County Administrator – WC Board of Commissioners
Matt Bear	Emergency Preparedness Coordinator – WC Health District
Melissa Bour	Director – WCDES
Michael Hannigan	Chief – Franklin Twp Fire Dept.
Paul Kindell	Director – Warren County Telecom
Susanne Mason	Warren County Solid Waste
Sydney Renner	Operations Manager – Warren County EMA
William Romaine	Tier 2 Facility - EHS Manager, Site Services L3Harris

RESOLUTION #23-0875
JULY 18, 2023
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Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Appointment file
Emergency Services (file)
L. Lander
Appointees



State Emergency
Response Commission

Local Emergency Planning Committee

Application of LEPC Member Appointments for Multiple Members

c/o Ohio EPA, Lazarus Government Center
50 W. Town St., Ste. 700
PO Box 1049
Columbus, OH 43216-1049

Local Emergency Planning Committee:

Warren County

From 6 / 17 / 2023 through 6 / 17 / 2025

Representing	Name	Title	Employer	LEPC Officer*
Fire	Michael Hannigan	Chief	Franklin Twp Fire	<input type="checkbox"/>
				<input type="checkbox"/>
Law	Larry Sims	Sheriff	WC SO	<input type="checkbox"/>
				<input type="checkbox"/>
Elected Official	Martin Russell	Deputy County Commissioner	Warren County	<input type="checkbox"/>
Emergency Management	Sydney Renner	EMA Ops Manager	WC EMA	<input type="checkbox"/>
Emergency Management	Alyssa Hardin (5)	Plans Assistant	WC EMA	<input checked="" type="checkbox"/>
	Frances Ficke (1) & (2)	LEPC / Grants Coord.	WC EMA	<input checked="" type="checkbox"/>
Hospital	Kay Vonderschmidt	Senior EM Consultant	TriHealth	<input type="checkbox"/>
	Crystal Paul	EM / Healthcare	UC Health	<input type="checkbox"/>
First Aid	Dennis Waldbillig	EMS	GCHMU	<input type="checkbox"/>
				<input type="checkbox"/>
Health	Matt Bear	Public Health	WC Health District	<input type="checkbox"/>
				<input type="checkbox"/>
Environmental	John Franks (4)	Incident Meteorologist	NWS	<input checked="" type="checkbox"/>
	Suzanne Mason	WC Solid Waste	WC Solid Waste	<input type="checkbox"/>
Transportation	Gary Langdon	ODOT	ODOT	<input type="checkbox"/>
	Jon Simpson	RR	Norfolk Southern	<input type="checkbox"/>
Media	Candace Miller	WC Commissioners	Warren County	<input type="checkbox"/>
				<input type="checkbox"/>
Community Group	Gail Rose	Red Cross	Red Cross	<input type="checkbox"/>
				<input type="checkbox"/>
Industry	Dan Silbersack	Tier 2	P&G	<input type="checkbox"/>
	Joshua Jones	Tier 2	EPROD	<input type="checkbox"/>
Other	Brooke Matzen	Office Admin	GCHMU	<input type="checkbox"/>
	William Romaine	EHS Manager	L3Harris	<input type="checkbox"/>
Other : Communications	Gary Estes / Paul Kindell	Telecom	Telecom	<input type="checkbox"/>
	Melissa Bour (3)	Director	WCDES	<input checked="" type="checkbox"/>

*indicate if following officer positions: (1) information coordinator; (2) chairperson; (3) emergency coordinator; (4) vice chairperson; and (5) secretary

County Commissioner Name	Signature	Date Signed
Shannon Jones		7 / 8 / 23

Resolution

Number 23-0876

Adopted Date July 18, 2023

APPROVE APPOINTMENT TO THE MENTAL HEALTH RECOVERY BOARD SERVING
WARREN AND CLINTON COUNTIES

BE IT RESOLVED, to approve the following appointment to the Mental Health Recovery Board
Serving Warren and Clinton Counties to fill an existing vacancy:

Joy Riley appointment term: 08/01/23 through 07/30/27
6180 Bay Hill Ct.
Mason, Ohio 45040

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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Mental Health Recovery Board (file)
Appointee
Appointments file
Laura Lander

Resolution

Number 23-0877

Adopted Date July 18, 2023

ENTER INTO CONTRACT WITH FORD DEVELOPMENT CORPORATION FOR THE WARREN COUNTY AIRPORT – SOUTH TAXIWAY AND APRON RECONSTRUCTION AND RUNWAY AND TAXIWAY PAVEMENT MARKING PROJECT

WHEREAS, pursuant to Resolution #23-0748, adopted June 13, 2023, this Board approved a Notice of Intent to Award Contract for the Warren County Airport – South Taxiway and Apron Reconstruction and Runway and Taxiway Pavement Marking Project to Ford Development Corporation for a total contract price of \$369,217.78; 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 Ford Development Corporation, 11148 Woodward Lane, Cincinnati, Ohio 45241, for a total bid price of \$369,217.78; as attached hereto and made a part hereof.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: c/a – Ford Development Corporation
Airport (file)
OMB Bid file

CONTRACT

This Agreement, made and entered into this 18 day of JULY, 2023, by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036, acting by and through its President, pursuant to Motion passed by at least a majority vote of its members on 7-18-23,

hereinafter designated the OWNER, and Ford Development Corp., located at 11148 Woodward Lane Cincinnati, OH 45241, hereinafter designated the CONTRACTOR, acting through its _____ (title) pursuant to an authorizing corporate resolution.

WITNESSETH:

That the parties to these presents, each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed and do hereby undertake, promise and agree, the OWNER and its successors and assigns, and the CONTRACTOR for itself and its, successors and assigns, as follows:

The CONTRACTOR, in consideration of payment at the unit prices submitted in their Proposal dated 5-5-23, the total of which is estimated to be \$ 3169,214.78, to be paid by the OWNER to the CONTRACTOR, shall and will at its own cost and expense furnish all the labor, materials, tools and equipment to complete the items of work required for the following project: 2023 Improvements to Warren County Airport – John Lane Field, in accordance with the Plans and with the Specifications and Contract Documents dated February, 2023 prepared by Stantec Consulting Services Inc. (attached to and included as part of this Agreement). Final payment will be determined by the sum of the unit prices multiplied by the actual approved number of units for each item of work stipulated, and may be more or less than the total amount estimated above.

If the CONTRACTOR shall fail to comply with any of the terms, conditions, provisions or stipulations of this Agreement, according to the true intent and meaning thereof, then the OWNER may avail itself of any or all remedies provided in its behalf in the Agreement and shall have the right and power to proceed in accordance with the provisions thereof. Work shall be completed in accordance with:

1. Materials purchased for use or consumption in connection with the proposed work may be exempt from the State of Ohio Sales Tax as provided for in Section 5739.02 of the Ohio Revised Code and also from the State of Ohio Use Tax, Section 5741.02. Purchases by CONTRACTOR, of expendable items such as form lumber, tools, oils, greases, fuel, or equipment rentals may be subject to the application of the Ohio Sales and Use Taxes. CONTRACTOR shall complete an updated IRS W-9 matching records on file with IRS.
2. CONTRACTOR hereby agrees to hold the OWNER free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of CONTRACTOR, its subcontractors, agents or employees.
3. CONTRACTOR agrees to pay each subcontractor under this prime Agreement for satisfactory performance of its Agreement no later than fourteen (14) calendar days from the receipt of payment from OWNER for the work completed by the subcontractor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of OWNER.
4. CONTRACTOR certifies that they have not been disbarred or otherwise prohibited by any federal, state or local governmental agency, authority or contracting party from entering into an Agreement for, or performing work on, the Project.
5. CONTRACTOR is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior. Should CONTRACTOR encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, they shall immediately cease operations in that location and notify the OWNER. OWNER will immediately investigate contractor's finding and OWNER will direct CONTRACTOR to either resume their operations or to suspend operations as directed. Should OWNER order suspension of CONTRACTOR'S operations in order to protect an

archaeological or historical finding, or order CONTRACTOR to perform extra work, such shall be covered by an appropriate Agreement modification. If appropriate, the Agreement modification shall include an extension of the time for performance in this Agreement.

6. Changes in the Scope of Work, except deletions of Work to be performed, may only be accomplished by a written change order/amendment signed by both OWNER and CONTRACTOR that will set forth the adjustment in price which will result from the amendment. There will be no oral amendments or understandings binding on either party, nor will either party be liable for breach for failure to abide by an oral amendment/change order alleged to exist.
7. For and during the term of this Agreement, CONTRACTOR shall maintain such liability insurance specified in the General Contract Provisions. Said liability insurance shall be primary and any policy of insurance maintained by OWNER or its agents shall be secondary. Said liability insurance shall also provide the same coverage and duty to defend OWNER as such policy provides for CONTRACTOR. Said coverage shall not be altered or amended during the term of this agreement without the express written consent of OWNER.
8. This Agreement will be binding on and shall inure to the benefit of the successors and assigns of the parties hereto. This Agreement contains all of the terms, conditions, and representations between the parties hereto unless otherwise specifically set forth herein. This Agreement shall not be amended or supplemented except as may be done in writing and signed by the parties hereto.
9. This Agreement shall be governed by the laws of the State of Ohio. All claims, counterclaims, disputes, interpretations, and other matters in question between OWNER, its agents and employees, and CONTRACTOR arising out of or relating to this Agreement or its breach shall exclusively be the Warren County, Ohio Court of Common Pleas, and CONTRACTOR waives the right to remove or initiate any action in any federal court.
10. The remedies reserved in this Agreement are cumulative and in addition to any remedies provided for in law or equity. No waiver of the breach of any term of this Agreement on any occasion will constitute a waiver of any other provision, any future breach of the same provision, nor constitute a course of dealing contrary to the terms of this Agreement.
11. All notices and other communications required or authorized must be given either in writing or by personal delivery or by registered mail addressed to the respective party at the address indicated at the beginning of this agreement.
12. The Contractor understands and agrees that time is of the essence for completion of the Project and that the Owner will suffer additional expense and financial loss if said Project is not completed within the agreed upon Contract Time. Furthermore, the Contractor and Owner recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such documentation of loss, the Contractor expressly agrees to pay the Owner as liquidated damages the non-penal sum of \$1,500 per day for each calendar day in excess of the authorized Contract Time that work remains incomplete. In addition, the Contractor understands and agrees that:
 - a. the Owner has the right to deduct from any moneys due the Contractor the amount of said liquidated damages; and
 - b. the Owner has the right to recover the amount of said liquidated damages from the Contractor, Surety, or both.

IN WITNESS WHEREOF, the parties to this Agreement have hereto set their hand and seals and have executed this Agreement, in quadruplicate, the day and year stated below.

Attest:

WARREN COUNTY BOARD OF COMMISSIONERS (OWNER)

Kristal Powell

By: Sharon Jones

Kristal Powell

Name: Sharon Jones

Title: President

Date: 7-18-23

By: [Signature]

Name: David G. Young

Title: Vice-President

Date: 7-18-23

By: [Signature]

Name: Tom Grossmann

Title: Member

Date: 7-18-23

[Signature]

Ford Development Corp. (CONTRACTOR)

By: [Signature]

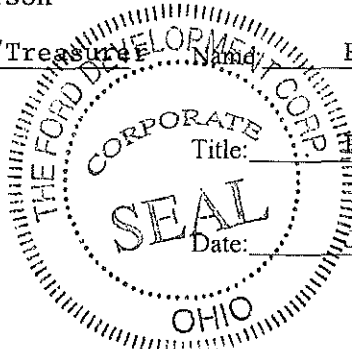
Robert T. Henderson

Corp. Secretary/Treasurer

Name: Robert F. Henderson

Title: President

Date: June 16, 2023



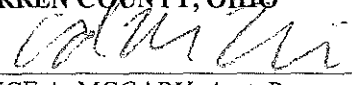
TREASURER'S CERTIFICATE: I, _____, Warren County Treasurer, hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of this Agreement and is in its Treasury or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

By: _____
Warren County Treasurer

Date: _____

APPROVED AS TO FORM:

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

By: 
~~BRUCE A. MCGARY, Asst. Prosecutor~~
Adam M. N. C.

Resolution

Number 23-0878

Adopted Date July 18, 2023

ADVERTISE FOR REQUEST FOR QUALIFICATIONS FOR DESIGN-BUILD SERVICES FOR THE NEW WARREN COUNTY COURT PROJECT

BE IT RESOLVED, to advertise for Request for Qualifications (RFQ) for Design-Build Services relative to the Warren County Court Project; and

BE IT FURTHER RESOLVED, to advertise said Request for Qualifications for one (1) week in a newspaper of general circulation beginning the week of July 23, 2023, and for two (2) consecutive weeks on the Warren County website; submission deadline is August 11, 2023, at 1:00 p.m. EST.

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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
Project file
Bid file

Resolution

Number 23-0879

Adopted Date July 18, 2023

AUTHORIZE THE DIRECTOR OF FACILITIES MANAGEMENT TO INITIATE CONTRACT NEGOTIATIONS WITH CHAMPLIN ARCHITECTURE FOR CRITERIA ARCHITECT SERVICES RELATIVE TO THE WARREN COUNTY CRIMINAL SUPPRESSION HEADQUARTERS PROJECT

WHEREAS, pursuant to Resolution #23-0746, adopted June 13, 2023, this Board issued a request for qualifications for Criteria Architect services relative to the Warren County Criminal Suppression Headquarters Project; and

WHEREAS, pursuant to Resolution 23-0822 adopted June 27, 2023, the Board established an Evaluation Committee to review the request for qualifications submittals prior to selection by this Board; and

WHEREAS, statements of qualifications were received, reviewed, and then scored by the Evaluation Committee based on the criteria set forth in the request for qualifications; and

WHEREAS, based on the attached rankings by the Evaluation Committee, Director of Facilities Management, Trevor Hearn requests authorization to begin contract negotiations with the top-ranked firm, Champlin Architecture; and

NOW THEREFORE BE IT RESOLVED, to authorize the Director of Facilities Management to begin contract negotiations with Champlin Architecture for Criteria Architect services.

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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
Project file
Bid file

Evaluation Scorecard
Criteria Architect Services: Criminal Suppression Headquarters

Evaluation Committee: Martin Russell, Deputy County Administrator
Michelle Tegtmeier, Director of Building & Zoning
Betsy Sammons, Deputy Director of Facilities Management
Trevor Hearn, Director of Facilities Management

	Criteria	Points Possible	VSWC	Champlin	Bowen
1	Demonstrated ability to meet Owner's programmed Project vision, scope, budget and schedule.	10	10	10	10
2	Competence to perform the required CA services as indicated by the technical training, education, and experience of the CA's key personnel assigned to the project.	10	10	10	10
3	Previous experience compatible with the proposed Project.	15	13	13	15
4	Relevant past work of proposed consultants, if any.	5	4	4	5
5	Past performance of the CA as reflected by the evaluation of previous clients with respect to such factors as design quality, creativity, cost control, scheduling, quality of work, administration, and communication.	10	10	10	10
6	Qualifications and experience of individuals directly involved with the project.	10	10	10	10
7	Proposer's previous experience (number of projects, size of projects, relevance of projects) when working with its proposed consultants.	5	4	5	5
8	Outline specification writing credentials and experience.	5	5	5	5
9	Proximity of prospective CA to the project site.	15	15	15	12
10	Ability of the CA in terms of workload and availability of qualified personnel, equipment, and facilities to perform the required professional services competently and expeditiously.	10	8	10	9
11	Other qualifications that are consistent with the scope and needs of the Project.	5	5	5	5
	Total	100	94	97	95

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

Resolution

Number 23-0880

Adopted Date July 18, 2023

**AUTHORIZE REQUEST FOR PROPOSALS FOR FY21 VILLAGE OF MORROW TRAIN
DEPOT RENOVATIONS CDBG PROJECT**

BE IT RESOLVED, to advertise for Request for Proposals for the FY21 Village of Morrow Train Depot Renovations CDBG Project for the Warren County Office of Grants Administration; and

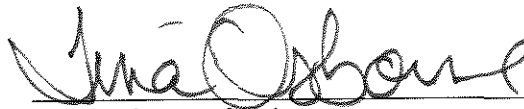
BE IT FURTHER RESOLVED, to advertise said Request for Proposal for one (1) week in a newspaper of general circulation and for two consecutives on the County website, beginning the week of July 16, 2023, with proposals due July 31, 2023 at 4:00 PM.

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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: OGA (file)

Resolution

Number 23-0881

Adopted Date July 18, 2023

ADVERTISE FOR BIDS FOR THE FY23 UNION TOWNSHIP, WARREN COUNTY –
HIGHLAND PARK REPAVING PHASE 2 CDBG PROJECT

BE IT RESOLVED, to advertise for bids for the FY23 Union Township, Warren County –
Highland Park Repaving Phase 2 CDBG Project for the Warren County Office of Grants
Administration; 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 July 16,
2023; bid opening to be August 2, 2023 @ 9:00 a.m.

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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: OGA (file)
OMB Bid file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0882

Adopted Date July 18, 2023

ADVERTISE FOR BIDS FOR THE FY23 CITY OF FRANKLIN – MACKINAW PAVING CDBG PROJECT

BE IT RESOLVED, to advertise for bids for FY23 City of Franklin – Mackinaw Paving CDBG Project for the Warren County Office of Grants Administration; 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 July 9, 2023; bid opening to be July 26, 2023 @ 9:30 a.m.

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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: OGA (file)
OMB Bid file

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

Resolution

Number 23-0883

Adopted Date July 18, 2023

**ADVERTISE FOR BIDS FOR THE AS NEEDED SANITARY POINT LINER REPAIRS
PROJECT RE-BID**

BE IT RESOLVED, to advertise for bids for the As Needed Sanitary Point Liner Repairs Project Re-Bid for the 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 three (3) consecutive weeks on the Warren County website, beginning the week of July 9, 2023; bid opening to be August 3, 2023 @ 11:00 a.m.

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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP/

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 23-0884

Adopted Date July 18, 2023

ADVERTISE FOR BIDS FOR THE WAYNESVILLE SEWER COLLECTION SYSTEMS IMPROVEMENTS PHASE 3 PROJECT

BE IT RESOLVED, to advertise for bids for the Waynesville Sewer Collection Systems Improvements Phase 3 Project for the 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 three (3) consecutive weeks on the Warren County website, beginning the week of July 23, 2023; bid opening to be August 17, 2023 @ 11:00 a.m.

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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP/

cc: Water/Sewer (file)
OMB Bid file

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 23-0885

Adopted Date July 18, 2023

ENTER INTO CONTRACT WITH SMITHCORP INC. FOR THE MORELAND ACRES
WATER MAIN REPLACEMENT PROJECT

WHEREAS, pursuant to Resolution #23-0790, adopted June 20, 2023, this Board approved a Notice of Intent to Award Contract for the Moreland Acres Water Main Replacement Project to SmithCorp Inc. for a total contract price of \$607,119.80; 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 SmithCorp Inc., 130 Novner Drive, Cincinnati, Ohio 45215 for said project, for a total contract price of \$607,119.80; as attached hereto and made a part hereof.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: c/a— SmithCorp Inc.
Water/Sewer (file)
OMB Bid file

**SECTION 00 60 10
CONTRACT**

THIS AGREEMENT, made this 18 day of JULY, 2023 with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **SmithCorp Inc., 130 Novner Drive, Cincinnati, Ohio 45215**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

MORELAND ACRES WATER MAIN REPLACEMENT PROJECT

hereinafter called the project, for the sum of **\$607,119.80**, and all work in connection therewith, under the terms as stated in the General Conditions and Supplemental Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Contract Documents. "Contract Documents" means and includes the following:

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

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

Substantial Completion: 90 Days from Notice to Proceed.

Final Completion: 120 Days from Notice to Proceed.

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

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

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

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

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

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

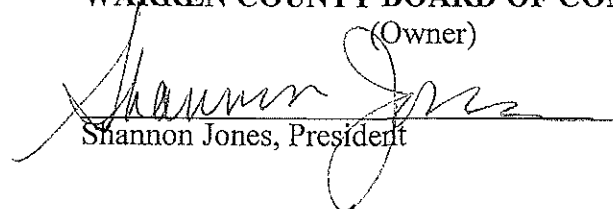
This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties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

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

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

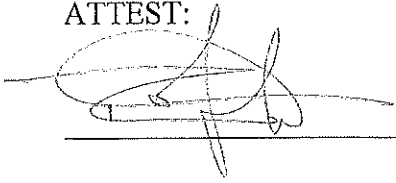
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

WARREN COUNTY BOARD OF COMMISSIONERS

(Owner)

Shannon Jones, President

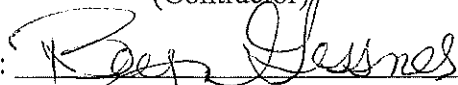
(Seal)

ATTEST:

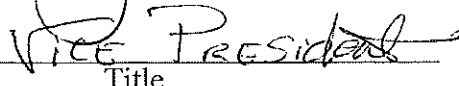


SMITHCORP INC.

(Contractor)

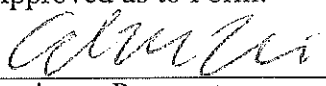
By: 

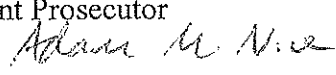
Name



Title

Approved as to Form:



Assistant Prosecutor


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

Resolution

Number 23-0886

Adopted Date July 18, 2023

ISSUE REQUEST FOR QUALIFICATIONS FOR THE PROCUREMENT OF PROFESSIONAL ENGINEERING SERVICES RELATED TO THE DESIGN OF IMPROVEMENTS TO THE DALE ACRES WASTEWATER TREATMENT PLANT LOCATED IN THE DALE ACRES SEWER IMPROVEMENT AREA.

WHEREAS, Section 153.67 of the Ohio Revised Code identifies that all public authorities planning to contract for professional design service shall publicly announce all contracts available from it for such services and specifies the contents of the announcements; and

WHEREAS, on December 7, 1982, resolution 82-571 was adopted establishing the Dale Acres Sewer Improvement Area; and

WHEREAS, the Warren County Board of County Commissioners recognizes the need to construct general improvements to their Dale Acres Wastewater Treatment Plant including repairs to concrete tanks and the replacement of aged equipment; and

WHEREAS, the Warren County Board of County Commissioners wishes to procure the services of professional engineering firms to begin the design of the aforementioned improvements; and

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


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

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

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

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0887

Adopted Date July 18, 2023

APPOINT COMMITTEE TO REVIEW ENGINEERING QUALIFICATIONS FOR THE PROCUREMENT OF PROFESSIONAL ENGINEERING SERVICES RELATED TO DESIGN OF IMPROVEMENTS TO THE DALE ACRES WASTEWATER TREATMENT PLANT

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

WHEREAS, pursuant to Resolution #23-0886, adopted July 18, 2023, the Warren County Board of Commissioners approved the issuance of a Request for Qualifications to interested consulting firms for the design of improvements to the Dale Acres Wastewater Treatment Plant; and

WHEREAS, the County Sanitary Engineer requests this Board appoint a committee comprised of three to six members to review the submittals, with the size of committee to be determined based on the availability of the members; and

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

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

NOW THEREFORE BE IT RESOLVED, to accept the County Sanitary Engineer's recommendation and appoint the committee to review engineering qualifications for the procurement of professional engineering services for the design of improvements to the Dale Acres Wastewater Treatment Plant.

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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
Project File

REQUEST FOR QUALIFICATIONS

WARREN COUNTY WATER & SEWER CONSULTANT ENGINEERING SERVICES

DALE ACRES WASTEWATER TREATMENT PLANT IMPROVEMENTS

Sealed statement of qualifications for professional engineering services for the design of wastewater treatment plant improvements will be received by the Warren County Water and Sewer Department, Warren County, Ohio, 406 Justice Drive, Lebanon, Ohio, 45036, until 4:30 p.m., Friday, September 29, 2023.

Details regarding the proposed project may be obtained by contacting Warren County Water and Sewer Department, 406 Justice Drive, Lebanon, Ohio 45036 at (513) 695-1377. Questions regarding the project should be directed to Chris Brausch, at (513) 695-1193 or email at chris.brausch@co.warren.oh.us.

This notice is posted on the Warren County website which can be accessed at <https://www.co.warren.oh.us/commissioners/Bids/Default.aspx> . Please contact the Warren County Commissioners Office at (513) 695-1250 if you have trouble with this procedure or if you need additional information on accessing project information on our website. Please be aware that if you are downloading documents for this project, addendums to the scope may be issued prior to the bid date.

By order of the Board of County Commissioners, Warren County, Ohio.

Tina Osborne, Clerk

* * * * *

Journal News Pulse of Lebanon and Mason:

Please publish the above advertisement one (1) time, the week of July 23, 2023.

Bill to Warren County Commissioners

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

Resolution

Number 23-0888

Adopted Date July 18, 2023

APPROVE COUNTY MOTOR VEHICLE TAX (CVT-384) FOR THE VILLAGE OF HARVEYSBURG IN THE AMOUNT OF \$20,848.16

BE IT RESOLVED, to approve the following County Motor Vehicle Tax (CVT-384) for the Village of Harveysburg:

<u>Project No.</u>	<u>Description</u>	<u>CVT Funds</u>
CVT - 384	Storm Sewer Proj/Wilson & Stewart Streets	\$20,848.16

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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Engineer (file)
Village of Harveysburg (file)

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

Resolution

Number 23-0889

Adopted Date July 18, 2023

APPROVE EMERGENCY REPLACEMENT OF THE SWEEP ANTENNA SYSTEM TO
LYTLE TOWER SITE FROM MOBILCOMM CAUSED BY STORM OR WIND DAMAGE

WHEREAS, the replacement sweep antenna system is necessary to the operation of equipment at
Lytle Tower; and

NOW THEREFORE BE IT RESOLVED, to authorize the inspection and replacement of the
sweep antenna system for Lytle Tower; and

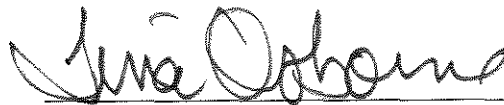
BE IT FURTHER RESOLVED, to approve Requisition #232176 in the amount of \$2,560.00 for
the replacement sweep antenna system from Mobilcomm at Lytle Tower.

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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Telecom (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0890

Adopted Date July 18, 2023

APPROVE ADDENDA TO AGREEMENT WITH CHOICES, INC RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the addenda to agreement with CHOICES, Inc. relative to home placement and related services for calendar year 2022-2023, on behalf of Children Services as attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – CHOICES, Inc.
Children Services (file)

Ohio Department of Job and Family Services

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

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:

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

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

And CHOICES, Inc.-Children Have Options in Caring Environments hereinafter "Provider," whose address is:

CHOICES, Inc.-Children Have Options in Caring Environments
1785 Big Hill Rd
Dayton, OH 45439

Collectively the "Parties".

Contract ID: 19297467

Originally Dated: 06/01/2022 to 05/31/2023

SIGNATURE OF THE PARTIES

Provider: CHOICES, Inc.-Children Have Options in Caring Environments

Print Name & Title	Signature	Date
Jane Anderson Executive Director	Jane Anderson	6/27/23


Agency: Warren County Children Services

Print Name & Title	Signature	Date
Tanya Sellers, Deputy Director	Tanya Sellers	6/27/23

Additional Signatures

Print Name & Title	Signature	Date
Sharon Jones	Sharon Jones	7-18-23

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

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

Resolution

Number 23-0891

Adopted Date July 18, 2023

APPROVE ADDENDA TO AGREEMENT WITH LEGACY RESIDENTIAL HOMES INC
RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF
WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the addenda to agreement with Legacy Residential Homes Inc. relative to home placement and related services for calendar year 2022-2023, on behalf of Children Services as attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Legacy Residential Homes Inc.
Children Services (file)

Ohio Department of Job and Family Services

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

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:

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

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

And Legacy Residential Homes Inc. hereinafter "Provider," whose address is:

Legacy Residential Homes Inc.
10377 Pippin Ln
Cincinnati, OH 45231


Collectively the "Parties".

Contract ID: 19317275


Originally Dated: 10/01/2022 to 05/31/2023

SIGNATURE OF THE PARTIES

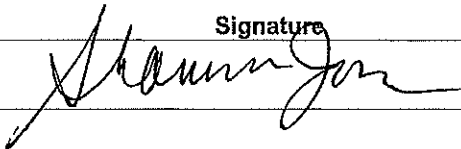
Provider: Legacy Residential Homes Inc.

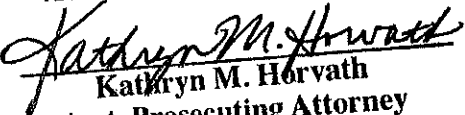
Print Name & Title	Signature	Date
Andrew Booker Owner		6/26/23

Agency: Warren County Children Services

Print Name & Title	Signature	Date
Tanya Sellers, Deputy Director		6/26/23

Additional Signatures

Print Name & Title	Signature	Date
Shannon Jones		7-18-23

APPROVED AS TO FORM

Kathryn M. Horvath
Asst. Prosecuting Attorney

Resolution

Number 23-0892

Adopted Date July 18, 2023

APPROVE AGREEMENT AND ADDENDUM WITH LEGACY RESIDENTIAL HOMES, INC. RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Legacy Residential Homes, Inc. relative to home placement and related services for calendar year 2023-2024, on behalf of Children Services as attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Legacy Residential Homes, Inc.
Children Services (file)

Ohio Department of Job and Family Services

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

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

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

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

and

Legacy Residential Homes Inc., hereinafter "Provider", whose address is:

Legacy Residential Homes Inc.
10377 Pippin Ln
Cincinnati, OH 45231

Collectively the "Parties".

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from **10/01/2022** through **05/31/2023**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for 2 additional, 2 year terms not to exceed 2 years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

Such activities are to include but are not limited to the following:

- 1. Minimum of monthly contact with child and family (Face-to-Face /Telephonic/Skype/etc.)
- 2. Linkage to community services.
- 3. Follow up with community service.
- 4. Documentation of the monthly contacts in the Residential Treatment Information System (RTIS).

When serving multiple children in the save family, the cost for non-Medicaid Aftercare Supports may be billed for only one child at the same time.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.

- C. Provider agrees to deliver aftercare support as described in Article IV.
- D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
 - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 - 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- G. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

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

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

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- Q. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been completed.
- T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 2. To comply with the medical consent process as identified by Agency;
 3. Only the Agency can give permission for the administering or change (addition or elimination) of

- psychotropic medication and its ongoing management; and
4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).

- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 - 4. Admission date and discharge date, if available.
 - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be displayed on the Schedule B.
- C. Provider warrants and represents claims made for payment for services provided are for actual services rendered

and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 - 2. Issue a notice of intent to terminate the Agreement.

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise materially breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to,

financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:

1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:

1. Ensure the security and confidentiality of data;
 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

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

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or

Activities Receiving Federal Assistance.

- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

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

in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

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

1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written

Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

Article XVI. NOTICE

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

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

if to Provider, to Legacy Residential Homes Inc.
 10377 Pippin Ln
 Cincinnati, OH 45231

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.

- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

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

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

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

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

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

F. The Provider further agrees with the following provisions:

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

Article XXII. SCREENING AND SELECTION

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

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC 5719.042. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of


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

Article XXXIII. APPLICABLE LAW AND VENUE

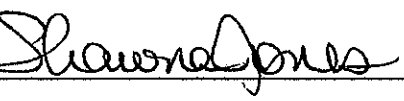
This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

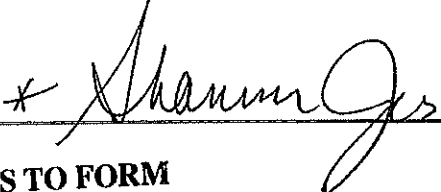
SIGNATURES OF PARTIES:

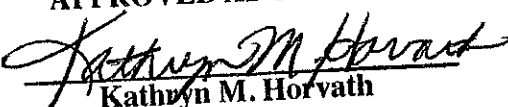
Provider: Legacy Residential Homes Inc.

Print Name & Title	Signature	Date
Andrew Booker Owner		4 May 23

Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director Warren County Commissioners		6-26-23

~~Shawna Jones, President *  7-18-23~~

APPROVED AS TO FORM

 Kathryn M. Horvath
 Asst. Prosecuting Attorney

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Warren County Children Services
 Provider / ID: Legacy Residential Homes Inc. / 27982745

Run Date: 05/04/2023
 Contract Period: 06/01/2023 - 05/31/2024

Service Description	Service ID	Person ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation Administration Per Diem	Transportation Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Byrneside Drive Group Home (20973)	7654413			\$308.00	\$23.00							\$331.00	06/01/2023	05/31/2024
Byrneside Drive Group Home (20973)	7654413			\$450.00	\$50.00							\$500.00	06/01/2023	05/31/2024
Pippin Lane Group Home (20962)	7637813			\$308.00	\$23.00							\$331.00	06/01/2023	05/31/2024

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

AMENDMENT #4:

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

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

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


IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 23-0892, dated 7-18-23, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners

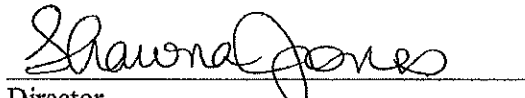
Date 7-18-23



Provider

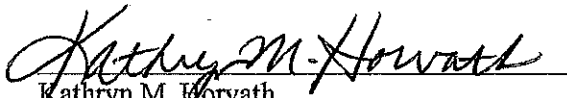
Date 4 May 23

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/03/2022

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

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

PRODUCER Expert Protection Services LLC 207 W Franklin St Centryville, OH 45459	CONTACT NAME: Greg Fay	PHONE (Off. No., Ext.): 937-619-9705	FAX (Off. No.): 831-576-7662
	EMAIL ADDRESS: sfay@expertprotectionservices.com		
INSURED Legacy Residential Homes 10377 Pippin Lane Chilman, OH 45231	INSURER(A) AFFORDING COVERAGE		NAIC #
	INSURER A:	Guide One Mutual Insurance Co	13032
	INSURER B:	Ohio State WC Fund	
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

LINE	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		CPP010024343	10/21/2022	10/21/2023	EACH OCCURRENCE \$ 1,000,000 PREMISES (Ex occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Sexual Abuse/Molestation \$ 1M/\$3M COMBINED SINGLE LIMIT (Ex accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	GEN'L AGGREGATE LIMIT APPLIES PER POLICY: <input type="checkbox"/> PRO <input type="checkbox"/> LOC OTHER:					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CPP010024343	10/21/2022	10/21/2023	PROPERTY DAMAGE (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UM/BI/SLI LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE		CPP010024343	10/21/2022	10/21/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 DEDUCTIBLE \$ RETENTIONS \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE EMPLOYEE MEMBER EXCLUDED? (Initials or N/A) DESCRIPTION OF OPERATIONS below	Y/N	Ohio State WC Fund	07/01/2022	07/01/2023	PER STATUTE OTHER 1,000,000 E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		CPP010024343	10/21/2022	10/21/2023	Occurrence 1,000,000 Professional Aggregate 3,000,000

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

Employee Dishonesty - \$100,000 Limit
Cyber Liability - \$1,000,000 limit

30 day notice of cancellation applies, except 10 days for non-payment of premium.

Location #2 - 2830 Bymesside Dr Cincinnati OH 45239 / Location #3 - 10253 Menominee Dr Cincinnati OH 45251

CERTIFICATE HOLDER:

CANCELLATION

Warren County Human Services 416 S East St Lebanon, OH 45036	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



**Department of
Job and Family Services**

Mike DeWine, Governor
Jan Husted, Lt. Governor

Matt Damschroder, Director

April 10, 2023

Andrew Booker, President
Legacy Residential Homes Inc
10377 Pippin Lane
Cincinnati, Ohio 45231

RE: Issuance of an Amended Full Certificate to Perform Specific Functions to: Legacy Residential Homes Inc, 10377 Pippin Lane, Cincinnati, Ohio 45218 (Amendment Study ID# 0000006026)

Dear Mr. Booker:

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing an amended full certificate to the above-named agency to perform the functions identified below, in accordance with all applicable chapters of the Ohio Administrative Code (OAC). Enclosed is a copy of the amended certificate that is in effect from **April 7, 2023, through September 14, 2024.**

The following functions are hereby under full certification:

- To operate a Group Home(s).
- To operate or provide Independent Living arrangements

Type: Group Home

Legacy Residential Homes Inc
10377 Pippin Lane
Cincinnati, Ohio 45231

Capacity: 6

Gender: Male

Age Range: 12 years 0 months to 21 years 0 months of age and serves mentally or physically handicapped persons under twenty-one years of age.

Type: Group Home

Legacy Residential Homes Inc
2830 Bryneside Drive
Cincinnati, Ohio 45239

Capacity: 8

Gender: Male

Age Range: 12 years 0 months to 21 years 0 months of age and serves mentally or physically handicapped persons under twenty-one years of age.

Type: Group Home

Legacy Residential Homes 3
10253 Menominee Street
Cincinnati, Ohio 45251

Capacity: 7

Gender: Male

Age Range: 12 years 0 months to 21 years 0 months of age and serves mentally or physically handicapped persons under twenty-one years of age.

Type: Group Home

Legacy Residential Homes Inc. 4
10269 Hawkhurst Drive
Cincinnati, Ohio 45231

Capacity: 7

Gender: Male

Age Range: 12 years 0 months to 21 years 0 months of age and serves mentally or physically handicapped persons under twenty-one years of age.

The amendment reflects the following change(s):

- Opening of Legacy Residential Homes Inc. 4 at 10269 Hawkhurst Drive, Cincinnati, Ohio 45231.

If you have any questions, please contact Sara Faison, Agency Licensing/Certification Specialist at (937) 657-1674 or email sara.faison2@jfs.ohio.gov.

Sincerely,

Jeffery Van Deusen/SR

Jeffery Van Deusen, Deputy Director
Office of Families and Children
Ohio Department of Job and Family Services

cc: Aunay Miller, Administrator
Stevie Romano, OFC
Deirdre Grennan, OFC
Sara Faison, OFC
File

**State of Ohio
Department of Job and Family Services**

**Mike DeWine
Governor**

This is to Certify that

**Legacy Residential Homes Inc
10377 Pippin Lane
Cincinnati, Ohio 45218
Amendment - S-0000006026**

Has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.
The specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying letter.

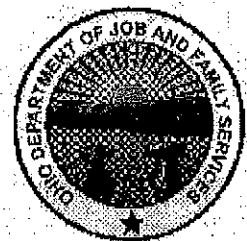
Functions:

To operate or provide Independent Living arrangements

To operate a Group Home(s)

Qualified Residential Treatment Program Compliant September 30, 2021

This certificate is effective from September 15, 2022, to September 14, 2024



*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0893

Adopted Date July 18, 2023

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF WARREN COUNTY CHILDREN SERVICES AND KINNECT FOR THE PURPOSE OF THE OHIO KINSHIP AND ADOPTION NAVIGATOR PROGRAM

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Memorandum of Understanding on behalf of the Department of Warren County Children Services and Kinnect for the purpose of the Ohio Kinship and Adoption Navigator Program; copy of agreement is attached hereto and made a part hereof.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a—Kinnect
Children Services (file)



Memorandum of Understanding

by and between

Kinnect,

a nonprofit corporation organized under the laws of the State of Ohio

and

Warren County Children Services,

a public child welfare agency established under the State of Ohio

Effective as of July 1, 2023

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into as of July 1, 2023 ("Effective Date"), by and between Kinnect, a nonprofit corporation organized under the laws of the State of Ohio ("Kinnect"), and Warren County Children Services, a public child welfare agency established under the State of Ohio ("Agency"). Kinnect and the Agency are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Kinnect accomplishes its mission by creating relationships, taking a collaborative approach and coordinating efforts with the many public and private agencies working to achieve permanency outcomes for youth in foster care.

B. The Ohio Administrative Code Section 5101:2-40-10 (the "OAC") establishes the Ohio Kinship and Adoption ("OhioKAN") navigator program (the "Program"), which is "designed to provide a resource for kinship and post-adoptive families to assist them in learning about, finding, and using programs and services to meet the needs of the children and youth they are raising as well as the needs of the caregivers. The OhioKAN program is to provide information and referral services and assistance obtaining support services."

C. Kinnect and Ohio Department of Jobs and Family Services ("ODJFS") are party to that certain Ohio Department of Job and Family Services Grant Agreement designated as agreement number G-2425-06-0102 (as the same may be amended, supplemented, restated or modified from time to time, the "ODJFS Agreement"), attached, pursuant to which ODJFS is providing funding to Kinnect in connection with the administration of the Program.

D. The Parties wish to work together and collaborate with each other to plan and implement the Program in accordance with the OAC.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1 ENGAGEMENT. During the Term of this Agreement, the Parties shall work together to implement, evaluate, and make adjustments to the Program as determined by Kinnect.

SECTION 2 OVERSIGHT AND EVALUATION.

(a) Collaboration Oversight. The Parties shall meet regularly throughout the Term of the Agreement to provide their expertise and input into the collaboration, including the development, implementation and evaluation of the Program through adherence to the Workforce Development Framework attached hereto as Exhibit A.

(b) Operations. In consultation with Kinnect, the Agency shall be responsible for the oversight of Navigators (as hereinafter defined). Navigators shall work collaboratively with Kinnect to learn the intervention of the Program and to be able to implement it to fidelity. Kinnect shall be responsible for regional and statewide coordination of trainings, meetings, technical assistance, and consultation, including the hiring and oversight of program coordinators (“Program Coordinators”), regional coaches (“Regional Coaches”), regional directors (“Regional Directors”), and regional coordinators (“Regional Coordinators”).

(c) Evaluation and Data. The Parties shall regularly evaluate the Program for compliance and progress towards anticipated measurable outcomes. The Agency will work with Regional Coaches and Regional Coordinator to ensure the successful collection of data as well as successful input of Program data into the Statewide Automated Child Welfare Information System (“SACWIS”) as authorized by Article I, Section A(1)(c) of the ODJFS Agreement.

(d) Performance Management Framework. In connection with the oversight of the Program, including the evaluation of those individuals hired as Navigators (as hereinafter defined), the Parties agree to utilize Kinnect’s Performance Management Framework attached hereto as **Exhibit B**.

SECTION 3 AGENCY RESPONSIBILITIES. To facilitate implementation of the Program, the Agency agrees to work with the Regional Director to ensure the successful implementation of the Program.

(a) Leadership and Support. In addition to ongoing local management of the Program, the Agency shall work with Kinnect to support, implement and evaluate the Program, including marketing the Program as appropriate.

(b) Navigators. The Agency is responsible for implementing the Program by hiring and overseeing personnel who shall serve as full-time Program Navigators (“Navigators”) meeting the position requirements set forth in **Exhibit C**. Each Navigator shall be a full-time employee of the Agency and must adhere to the Program mission, vision, and values attached as **Exhibit D**. The Agency’s responsibilities include, but are not limited to, (a) adhering to the Program goals, (b) collecting required data for Kinnect and evaluation team; (c) providing timely and complete Program invoices; (d) identifying key staff responsible for ensuring success of the Program; (e) ensuring fidelity to the Program model by having all relevant personnel and other relevant partners trained on the Program model; (f) training personnel on and ensuring compliance with the Health Insurance Portability and Accountability Act (“HIPAA”); and (g) training personnel on and ensuring compliance with the nondiscrimination policy set forth in SECTION 11 below. Further, the Agency shall work in collaboration with Kinnect to ensure that Navigators provide phone coverage during the hours of 8:30 A.M. to 6:30 P.M., Eastern Standard Time, Monday through Friday. Notwithstanding the foregoing, the maximum number of Navigators that Agency may employ during the Term of this Agreement is one (1).

(c) Fiscal Responsibility. The Agency is responsible for adhering to the terms and conditions of this Agreement and the Budget attached hereto as Exhibit E. The Agency acknowledges that any misuse or miscalculation of funds is solely the responsibility of the Agency; the Agency shall be solely responsible for all liability for such misuse and/or miscalculation and shall be responsible for returning such misuse of funds and any other penalties associated with the misuse.

(d) Data Sharing and Evaluation. The Agency will work with Kinnect to ensure Program data is properly entered into SACWIS for evaluation purposes. Kinnect will provide assistance to the Agency to build its capacity to collect, analyze and report Program data. The Agency agrees to administer any tools developed by Kinnect for evaluation purposes.

SECTION 4 KINNECT RESPONSIBILITIES.

(a) Staffing. In addition to ongoing consultation, fiscal management and collaborative support for the Program, Kinnect shall maintain responsibility for hiring and overseeing Regional Directors, Regional Coordinators, and Regional Coaches. At the request of Agency, Kinnect may participate in the interview process for Navigators.

(b) Funding. Subject to the terms and conditions of this Agreement, and the Budget attached hereto as Exhibit E, Kinnect shall provide funds to the Agency to reimburse costs associated with the Program. The Agency is responsible for all costs of the Program not covered by Kinnect. If funding for the Program is no longer available to ODJFS, Kinnect is not responsible for paying the Navigator.

(c) Organizational Fee. Kinnect shall pay to Agency a fee (the "Organizational Fee") in the amount of Eight Thousand Dollars (\$8,000), which fee shall be used at the Agency's discretion. The Organizational Fee shall be payable to Agency upon the hiring of a Navigator; provided, however, that the maximum Organizational Fee that Agency shall be entitled to receive during the Term of this Agreement shall be calculated as Eight Thousand Dollars (\$8,000) *multiplied by* the maximum number of Navigators that Agency may employ during the Term of this Agreement as set forth in SECTION 3(b). The Agency shall include such request for Organizational Fee on its Invoice (as hereinafter defined) in accordance with SECTION 5. If at any time Kinnect receives budget approval to increase such Organizational Fee, Kinnect shall notify Agency of such increase to the Organizational Fee by electronic mail in accordance with SECTION 15(e).

(d) Technical Assistance. Kinnect shall provide or procure technical assistance for the Agency to support the Program. Kinnect may provide or assist in the coordination of securing training and share identified best practices, resource materials and tools with the Agency. Kinnect will ensure the Agency is able to access training and technical assistance on an as needed or required basis.

(e) Equipment. Kinnect shall grant the Navigator the right to use certain technological equipment, including a phone (which phone shall have a 'hotspot' capability), laptop, monitor, printer, docking station and ancillary equipment (collectively, "Equipment"). Kinnect shall not be responsible for providing general office supplies. Agency shall take reasonable care to ensure Navigator shall use the Equipment only in connection with the Program and in accordance with all applicable laws. At the conclusion of the Term, Navigator shall return all Equipment to Kinnect in a good condition, wear and tear excepted. At all times, Kinnect shall remain the owner of the Equipment.

SECTION 5 REPORTS AND PAYMENTS.

(a) Invoices. The Agency shall provide Kinnect with an invoice (the "Invoice") by 5:00 P.M. Eastern Standard Time on the fifth (5th) business days of each month for expenses actually incurred during the immediately preceding calendar month, which amounts shall not exceed the Budget. The Agency shall also provide Kinnect with those reports required by this Agreement and any additional information requested by Kinnect, to the extent the Agency is not barred by confidentiality laws. Kinnect shall reimburse the Agency within thirty (30) days after the later of Kinnect's receipt of the required information for the same calendar month. A delay in reimbursement to the Agency may occur, or reimbursement to the Agency may not be paid, if the Agency is not in compliance with its obligations under this Agreement and/or under the Program. All invoices should be submitted to Kinnect through electronic mail to OhioKAN@kinnectohio.org with subject line "Agency Monthly Invoice." Kinnect shall provide a copy of the Invoice to ODJFS for its review. Notwithstanding the foregoing, Kinnect shall not be obligated to provide such payment to the Agency until ODJFS has completed their review of the Invoice and provided reimbursement payment to Kinnect.

SECTION 6 USE OF FUNDS.

(a) Compliance with Agreement. With the exception of the Organizational Fee as provided in SECTION 4 of this Agreement, OhioKAN funds ("Program Funds") shall be used solely in accordance with the terms and conditions of, and the purposes set forth in this Agreement. Program Funds may not be expended for any other purpose without Kinnect's prior written approval, which may be withheld in Kinnect's sole discretion.

(b) Compliance with Law. Program Funds shall be used exclusively for such exempt purposes as are described in Section 501(c)(3) of the Internal Revenue Code. The Agency shall not engage in any activity in furtherance of the Program that jeopardizes Kinnect's tax status as a private nonprofit corporation. No Program Funds shall be used: (a) to carry on propaganda, to attempt to influence legislation; (b) to participate in any political campaign on behalf of or in opposition of any candidate for public office; (c) to make grants to individuals on a non-objective basis; or (d) for any other purpose outside the scope of this Agreement.

(c) Use of Funds. During the Term of this Agreement, the Agency shall use the Program Funds as set forth in this Agreement. The Agency must submit the Monthly Program

and Financial Report and Reimbursement Request (in the form attached hereto as Exhibit F) to Kinnect no later than thirty (30) days after this Agreement is signed indicating how Program Funds will be expended. The Agency agrees to ensure that the Program Funds are used only for allowable expenses. The Agency understands by accepting the Program Funds, Kinnect will not be deemed liable for any false claims, inaccurate reporting, or lack of reporting.

(d) Return of Funds. The Program Funds are allocated on a reimbursement basis, and therefore, the Agency will not be responsible for returning any unspent funds. It is the expectation of Kinnect that the Agency will plan and use the portion budgeted over the Term of this Agreement.

SECTION 7 RECORDS, REVIEW AND AUDIT. The Agency must identify Program Funds on its books for ease of reference and verification. The Agency shall keep organized records of all receipts, timesheets, and expenditures and otherwise account in detail and its activities conducted pursuant to this Agreement, including copies of all reports submitted to Kinnect. The Agency shall keep said records, as well as copies of reports submitted to Kinnect, for at least three (3) years following completion of the Term of the Agreement and in compliance with the County's applicable records retention schedule. Upon written request and reasonable notice by Kinnect, and to the extent permitted by law, the Agency will permit Kinnect and its agents or representatives to visit such the Agency's premises, or submit to Kinnect's offices the requested materials, to review the Agency's activities hereunder and conduct, at Kinnect's own expense, an independent financial and/or programmatic evaluation or audit of the expenditures of Program Funds.

SECTION 8 TERM AND TERMINATION.

(a) Term. This Agreement shall commence upon the Effective Date and shall continue until June 30, 2025 (the "Term"), unless sooner terminated under SECTION 8(b) of this Agreement or modified/amended pursuant to a written agreement of the Parties.

(b) Termination. Notwithstanding the Term, either Party may terminate this Agreement at any time and for any reason, including no cause, during the Term by giving at least thirty (30) days advanced written notice to the other Party (the "Termination Notice"). The termination shall be effective on the thirty-first (31st) day following receipt of Termination Notice. Immediately upon receiving a Termination Notice from either Party, the Parties shall use their best efforts to prevent further costs or expenses from being incurred under this Agreement and shall cancel as many outstanding obligations as possible. Within thirty (30) days after the termination of this Agreement, Kinnect shall reimburse the Agency for all necessary and reasonable costs and expenses actually incurred prior to the termination.

SECTION 9 CONFIDENTIALITY. In connection with the Agreement, the Parties may not share confidential information or identifying materials regarding children, youth or families relevant to the delivery of services to facilitate the Program, including, but not limited to, names, addresses, physical and mental health data, family history and like information (collectively,

“Confidential Information”). Each Party warrants and agrees that, prior to sharing such Confidential Information: (a) it is authorized by law and/or has obtained the appropriate consent of the adult or minor and/or his/her legal representative to share such Confidential Information; (b) it will be bound and abide by the confidentiality requirements as provided by applicable statutes, rules and regulations; and (c) it is not in violation of HIPAA. Each Party shall maintain responsibility for training its respective employees and ensuring their compliance with respect to the requirements set forth in this SECTION 9.

SECTION 10 PERSONNEL. The Parties acknowledge that access to the Confidential Information of, and interaction with, any children, youth or families requires discretion and sensitivity. Each Party represents and warrants that its personnel who have such access or interaction have been screened through appropriate background checks, and have no history to suggest that it would be potentially dangerous, harmful or otherwise inappropriate for such personnel to assume the assigned responsibilities. The Agency shall ensure that Navigators hired in accordance with this Agreement have successfully completed (a) a ten-panel drug screen, and (b) a background check, which background check shall include (1) social security number trace, (2) county court criminal conviction search, (3) national criminal locator search, (4) federal court criminal conviction search, (5) CrimeSweep sex offender search, and (5) driver’s license history report.

SECTION 11 NONDISCRIMINATION POLICY. No person shall be denied benefits or be discriminated against on the grounds of race, color, religion, sex, disability, national origin, citizenship, sexual orientation, marital status, political affiliation or belief in any Program activity or any other state or federally recognized protected class.

SECTION 12 INTELLECTUAL PROPERTY. The Parties covenant and agree that, as between the Agency and Kinnect, Kinnect shall be the sole and exclusive owner of all right, title, and interest throughout the world in and to all materials the Agency develops, authors, creates or conceives, either solely or jointly with others, in connection with the Agency’s performance of the services performed under this Agreement (collectively, the “Work Product”), including all patents, copyrights, trademarks, trade secrets, and other intellectual property rights (collectively “Intellectual Property Rights”) therein. To the extent that any of the Agency’s pre-existing materials are contained in the Work Product, The Agency retains ownership of such pre-existing materials and hereby grants to Kinnect an irrevocable, worldwide, unlimited, royalty-free license to use, publish, reproduce, display, distribute copies of, and prepare derivative works based upon, such preexisting materials. Except for the above mentioned preexisting materials, the Agency has no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any Work Product. Notwithstanding the foregoing, the parties acknowledge that the Agency is a public entity covered by Ohio’s public records act. Nothing in this Section shall limit the Agency’s ability or duty to comply with Ohio’s public records laws, including production of public records pursuant to the Agency’s obligations under R.C. 149.43 for inspection and copying.

SECTION 13 COMMUNICATION STANDARDS. Each Party shall not publish or disseminate the Program Materials without the consent of the other Party. A Party desiring to publish or otherwise disseminate the Program Materials (in each case, the “Publishing Party”) shall first obtain the approval of the other Party (the “Approving Party”) prior to such publication or dissemination. The Publishing Party shall provide a copy the desired publication or dissemination to the Approving Party together with the details of the desired publication or dissemination, including, without limitation, the nature of the publication and the intended audience. The Approving Party shall have five (5) business days to notify the Publishing Party that it does not consent to the publication and dissemination of the Program Materials. If no such notice is received, the Approving Party shall be deemed to have approved the publication and dissemination of the Program Materials. Notwithstanding the foregoing, the Agency shall first obtain Kinnect’s written approval prior to (i) speaking to any media outlet regarding the Program, or (ii) using Kinnect’s or the Program’s logos in any manner.

SECTION 14 INSURANCE AND INDEMNIFICATION.

(a) Insurance. Each Party warrants that it carries the following insurance: (a) commercial general and, if applicable, professional liability of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, (b) automobile liability of One Million Dollars (\$1,000,000) per occurrence, and (c) property coverage in an amount necessary to cover the replacement cost of such Party’s property to be used in support of the Program. Upon request, each Party shall provide the other with certificates of insurance.

The parties acknowledge that the Agency participates in a government agency risk sharing pool, evidence of which shall satisfy any insurance requirements outlined in this Section.

SECTION 15 GENERAL.

(a) Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Ohio without reference to its conflicts of law principles.

(b) Incorporation. All exhibits referenced in this Agreement are attached hereto and incorporated herein by reference.

(c) Dispute Resolution. In the event of a breach of this Agreement or a dispute between the Parties that arises from or relates to this Agreement, the Parties shall first attempt to reach a resolution between them. If the Parties are unable to resolve the dispute between them, the Parties may bring any legal action or proceeding with respect to this Agreement in any court of competent jurisdiction in Cuyahoga County, State of Ohio, and they do hereby submit to the jurisdiction of any and all such courts regardless of their residence or where this Agreement may be executed. Nothing in this provision shall prohibit, or operate as a limit on, the right of either Party to terminate this Agreement.

(d) Separate Entities. By entering into this Agreement, the Parties do not intend to create a joint-employer relationship. This Agreement shall not create the relationship of employer and employee, a partnership, agency, joint venture or other relationship between any or all of the Parties. Each Party shall be solely liable for the wages, employment taxes, fringe benefits, unemployment compensation, workers compensation, work schedules, and work conditions of its employees, representatives, agents, and subcontractors.

(e) Notices. All notices, demands and requests which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be given and deemed effective when received (i) when hand-delivered; (ii) one business day after pick-up for overnight delivery by an overnight courier; or (iii) two (2) business days after pick-up by Express Mail (U.S. Postal Service); in each case, addressed to the party to be notified at the address as follows:

If to Kinnect: Kinnect
 1427 E. 36 Street, Suite 4203F
 Cleveland, Ohio 44114
 Attn: Shannon Deinhart, Executive Director
 E-mail: shannon.deinhart@kinnectohio.org

With a copy to: McDonald Hopkins LLC
 600 Superior Avenue E., Suite 2100
 Cleveland, Ohio 44114
 Attn: Teresa Metcalf Beasley, Esq.
 E-mail: tmbeasley@mcdonaldhopkins.com

If to Agency: Warren County Children Services
 416 S. East St.
 Lebanon, Ohio 45036
 Attn: Shawna Jones
 E-mail: shawnam.jones@jfs.ohio.gov

or such other place as Kinnect or the Agency may from time to time designate in writing to the other.

(f) Subcontracting. The Agency shall not delegate the performance of its obligations under this Agreement to any other person or entity without prior written approval from Kinnect.

(g) Assignment. Neither Party shall assign this Agreement nor its interest therein without the other Party's prior written consent.

(h) No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to nor shall be construed to confer upon any person or entity, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms and

conditions of this Agreement are for the sole and exclusive benefit of the Parties to this Agreement.

(i) Entire Agreement/Modification. This document, including all attachments, contains the entire agreement of the Parties regarding the subject matter described in this Agreement, and all other promises, representations, understandings, arrangements and prior agreements are merged into and superseded by this Agreement. This Agreement may only be modified by a written agreement of the Parties signed by an authorized representative of each Party.

(j) No Interpretation against Drafter. The terms and conditions of this Agreement were negotiated by the Parties and any rule that inconsistencies or ambiguities are to be construed against the drafter shall not apply.

(k) Waiver. The failure by any Party to insist upon strict performance by a party of any provision of this Agreement shall not operate or be construed as a subsequent waiver of that or any other provision by the other Party or parties.

(l) Severability. If any term, provision, clause or item of this Agreement is declared to be invalid or unenforceable by any court or administrative body of competent jurisdiction, the term, provision, clause or item should be reformed (if possible, or severed if not) to give maximum effect to the intentions of the Parties, and the remaining portions of the Agreement shall be enforced to give effect to the Parties' intentions to the maximum extent possible.

(m) Survival. The conditions, obligations and warranties contained in this Agreement that by their nature or that the Parties intend to survive the completion of the performance of the Agreement, shall survive the expiration or termination of the Agreement.

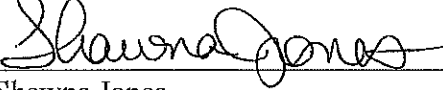
(n) Counterparts. For the convenience of the Parties, this Agreement may be executed, delivered and received in counterpart originals, including by means of facsimile or email transmission, and such counterparts, taken together, shall constitute a single instrument.

(o) ODJFS Agreement. In the event of any inconsistency between the terms of this Agreement and the terms of the ODJFS Agreement, the terms of the ODJFS Agreement shall prevail.

(Signatures on following page.)

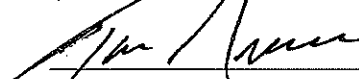
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date. The undersigned represent by their signatures that they have full authority to execute this Agreement on behalf of the Parties.

AGENCY:



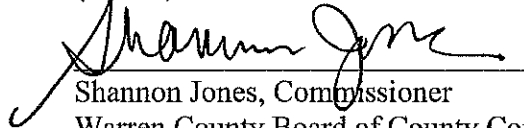
Shawna Jones
Warren County Children Services
416 S. East St.
Lebanon, Ohio 45036
Employer ID Number: 31-6000058

6-28-23
(DATE)



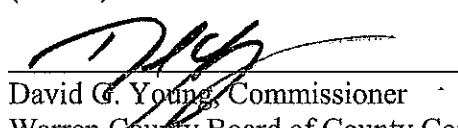
Tom Grossmann, Commissioner
Warren County Board of County Commissioners
406 Justice Drive
Lebanon, Ohio 45036
Employer ID Number: 31-6000058

7-18-23
(DATE)



Shannon Jones, Commissioner
Warren County Board of County Commissioners
406 Justice Drive
Lebanon, Ohio 45036
Employer ID Number: 31-6000058


7-18-23
(DATE)



David G. Young, Commissioner
Warren County Board of County Commissioners
406 Justice Drive
Lebanon, Ohio 45036
Employer ID Number: 31-6000058

7-18-23
(DATE)

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Workforce Development Framework

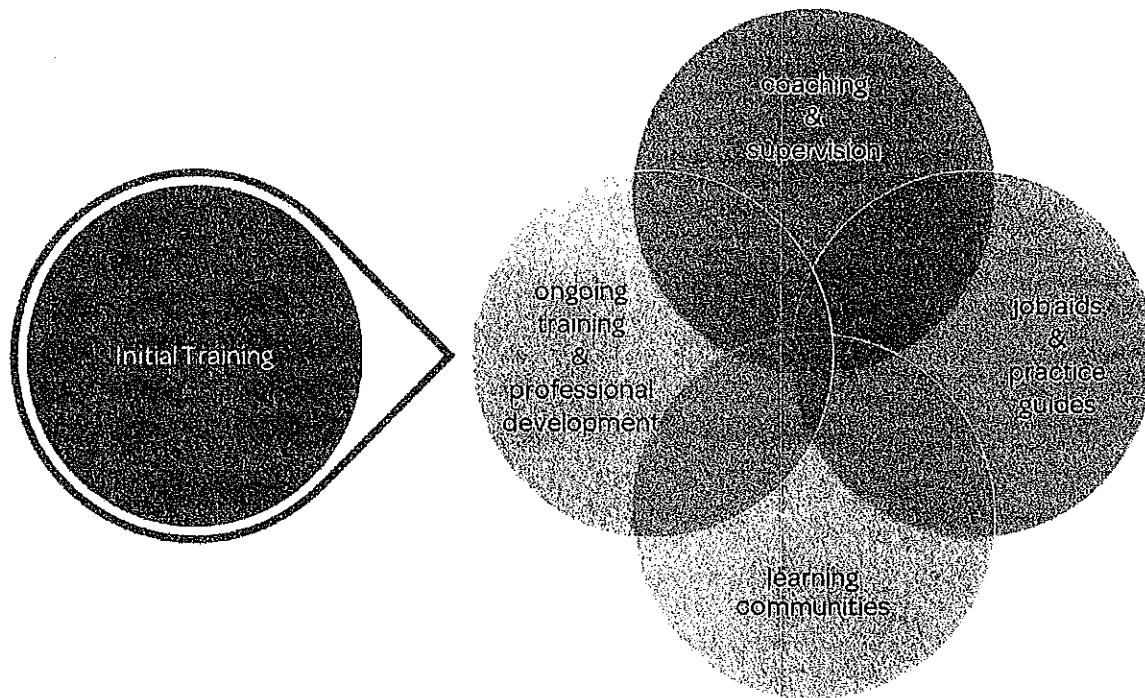
The OhioKAN workforce development framework is a comprehensive and integrated strategy for supporting personnel. The framework consists of five primary components:

1. Initial training
2. Coaching and supervision
3. Job aids and practice guides
4. Learning communities
5. Ongoing training and professional development

The OhioKAN workforce development framework utilizes a variety of learning methods consistent with adult learning theory and incorporates key findings of implementation science including, but not limited to, stage-based implementation, just-in-time training, experiential learning, and individualized coaching.

The OhioKAN workforce development framework employs a modular design, so it is adaptable to changing workforce needs and hiring dynamics. For example, the OhioKAN workforce development framework includes initial trainings repeated monthly during the installation and initial implementation phase when many staff will be on-boarded at the same time. However, the curriculum may be adapted during the full implementation and maintenance phases to support one on one and small group initial training when hiring will be intermittent. Due to the geographically dispersed nature of this statewide program, all initial training is designed to be delivered virtually through video meetings.

The initial training is aligned to the position description for each role as well overarching expectations about team culture, diversity and inclusion, and best practices for communicating with internal and external stakeholders. This set of trainer facilitated, coach-guided, and self-guided training content is designed to be completed within the first 90 days of employment and functions as an entry point to the suite of complementary ongoing professional development opportunities. Each component in the framework is designed to be used in conjunction with one another. For example, coaching and supervision may include the use of job aids or practice guides. Similarly, learning communities may be leveraged as a way to offer access to ongoing training and professional development opportunities across the state.



Initial Training

The initial training is designed to complement organizational onboarding. OhioKAN's installation phase includes hiring groups of 5-20 staff at a time for each of two cohorts. Staff attend a sequence of initial trainings with a group of peers, many of whom have been hired for the same position. To facilitate relationship building and support coaching and supervision, their supervisors are also invited to attend the training. As part of initial training for supervisors, they must attend the training sequence of the roles directly reporting to them at least once so that they fully understand what practice expectations are communicated to their direct reports during training.

Initial training consists of general sessions common to all positions and role-specific sessions tailored to the initial skills and knowledge needed to be successful in each specific position. All staff who are responsible for answering family calls on the OhioKAN phone line must attend the navigator training sequence.

During the installation and initial implementation stages of the OhioKAN program, training reflects the staged rollout of services so that staff get the information they need when they need it. Early cycles of training delivery include usability testing and mechanisms for continuous quality improvement. The training material may be refined and improved after each delivery based on feedback from the facilitator and participants. To facilitate this iterative development,

Chapin Hall debriefs with the OhioKAN Trainer regularly to review training feedback and identify action steps. While these trainings are designed to be delivered to a group of staff in similar roles during installation of the intervention, the materials are easily adapted for use in groups where staff hold different positions, or for one-on-one delivery as the program moves from the early stages of implementation to full implementation.

Update April 2023: As OhioKAN is no longer in the installation and implementation stages, training has evolved to encompass a variety of learnings beyond the daily tasks of each role. OhioKAN is also working toward transitioning onboarding to a Learning Management System (LMS) to allow regional staff to onboard as needed based on hiring patterns. Currently, training is offered in a combination of online courses, live-virtual sessions with the Statewide Trainer, and smaller conversations at the regional level.

Initial Training Timeline

30 Days	60 Days	90 Days
<ul style="list-style-type: none"> • All Staff, Part 1 & 2 • Customer Service • Navigator Training, Parts 1 & 2 • Navigator Training, Part 3 (Cohort 1 Only) • Coach Training, Parts 1 -3 • Regional Coordinator Training • Regional Director Training • SACWIS Training • OhioKAN Information Hub Training • Procedure 1 Training Video • Procedure 1 Practice Calls • Flexible Funds Training Video (Cohort 1 Only) 	<ul style="list-style-type: none"> • Procedure 5 Critical Incident Reporting Training • Mandatory Reporting Training • Creativity & Innovative Thinking • Boundaries & Ethics • Sexual Orientation Gender Identity & Expression (SOGIE) 101 • Equity 101 & 102 	<ul style="list-style-type: none"> • Trauma-Informed Care Training • Racial Equity Institute Groundwater & Phase 1 Trainings

All Staff Initial Training, Part 1: OhioKAN Culture & Values

Course Goal: To develop new staffs' knowledge, understanding, and skills related to the recognition and interpretation of OhioKAN's work culture and values in ways that set the tone for the reflective approaches to professional practice encouraged by the program

Critical Component	Objectives (Throughout the course, new staff will...)	Resources
Mission & Vision, CARES Values, IDEA	Summarize OhioKAN's work culture and values with special consideration of the "We Believe Families" philosophy, CARES values, and OhioKAN IDEA Framework.	Mission and Vision/We believe families CARES Values IDEA Framework
Personal values connection	Recognize how their own values are informed by past experiences and the degree to which those values may already align with OhioKAN's work culture and values.	Values reflection
Growth mindset	Apply reframing strategies that guide them to adopt a growth mindset approach to their daily work.	Video and activity
IDEA and implicit bias	Articulate elements of their own identity and biases, and make connections to broader issues of diversity, equity, inclusion, and access (Re: OhioKAN's sustained commitment to IDEA principles).	Diversity Wheel Video Reflection

All Staff Initial Training, Part 2: Theory of Change, Program Structure & CQI

Course Goal: To gain a foundational understanding of the organizational and system-level elements of OhioKAN required for new staff to operate with fidelity to the program model.

Critical Component	Objectives ("Throughout this course, new staff will...")	Resources
Big picture of the program	Gain an initial understanding of the relationship between the Theory of Change, Title IV-E Clearinghouse, child- and family-level outcomes, and community-level outcomes.	Overview of outcomes Theory of Change
Program services	Grasp basic information about their role such as program services and how those services and responsibilities differ between Cohorts.	Overview of services
Role Clarity	Become familiar with the OhioKAN Governance Structure, and the various individuals and entities that support the program and its mission.	Governance Structure
CQI	Explore the program through the lens of continuous quality improvement (CQI).	What is CQI? CQI Values Ambiguity video Breakdown of CQI spaces

Supporting Families through Exceptional Customer Service

Course Goal: To gain a foundational understanding of the skills, strategies, and techniques that are essential for staff to facilitate a high-quality customer service experience for kinship and adoptive parents and caregivers.

Critical Component	Objectives ("Throughout this course, new staff will...")	Resources
Empathy and listening	Understand how empathy is a foundational skill for quality customer service.	Brene Brown video Discussion Overview of listening skills
Communication barriers	Gain insight to communication barriers and how to reframe those barriers as opportunities to support a caller through listening.	Un-jargoning activity Self-talk reframing
Telephone techniques and strategies	Explore telephone techniques and strategies to improve their customer service skills in a variety of situations.	Tips for various scenarios Practice scenarios Sample calls

Regional Director Initial Training

Critical Component	Objectives	Resources
Role Clarity	RDs will be aware of the scope of their responsibilities and self-identify which aspects they feel most comfortable in and which aspects they plan to build capacity in	NCWWI Leadership Framework, slide on Implementation Drivers
Regional Council	<p>Advisory RDs will be aware of their role convening and facilitating the Regional Advisory Council</p> <p>RDs will understand the Regional Readiness Assessment and community outcomes.</p>	<p>Slides and discussion related to the RAC Purpose and Scope and the Role of the Facilitator</p> <p>OhioKAN Readiness Assessment: Accounting for Community Context and TOC: Linking Family and Community Outcomes slides</p>
Representing OhioKAN	RDs will be able to tailor messaging about OhioKAN to a variety of audiences and deliver an OhioKAN pitch using the pitch deck	OhioKAN Pitch Deck Practice
CQI	RDs will understand the regional level of the CQI cycle (priority outcomes, data collection methods, etc.) and their role in ensuring CQI in their region	Regional Level CQI Plan

Coach Training, Part 1: Foundations of Coaching

Critical Component	Objectives	Resources
Coaching in OhioKAN	Coaches will review and reflect on core components of their role and concepts that support effective coaching in OhioKAN.	Growth mindset video Theory of Change review Characteristics of Coaches Coach/Supervisor diagram
Building Trust	Coaches will understand three main pathways for building trust between their Navigators, Regional Team, and community: credibility, reliability, and self-awareness	Pathways to building trust slides and discussion Video about restoring trust
Coach Core Practice Skills	Coaches will explore the Core Practice Skills related to their role through a combination of mindsets and behaviors.	Coach Practice Profile

Coach Training, Part 2: The Coaching Framework

Critical Component	Objectives	Resources
Purpose of the Coaching Framework	Coaches will understand the purpose and components of the Coaching Framework.	Coaching Framework components of adult learning theory
Collaborative Goal Setting	Coaches will learn how to help Navigators set SMART goals by applying the filter method.	Review of SMART goal elements SMART Goal filter practice activity Outcome vs. Process goals
Action & Practice	Coaches will learn about the activities and skills they model to their Navigators.	Overview of activities and skills
Observation	Coaches will learn about the importance of observation in supporting good practice and understand how to encourage a growth mindset and continuous learning around observation.	Observation checklist Discussion of perfectionism
Reflection	Coaches will consider their relationship to reflection and explore ways to incorporate it into their regular practice as well as ways to support a reflective practice for Navigators.	Overview of reflective practices Discussion
Feedback	Coaches will learn about the Ladder of Feedback and other approaches to giving and receiving critical feedback, as well as resources for creating a positive culture around feedback	Feedback toolbox Practice scenarios

Coach Training, Part 3: Community Connections (Project)

Critical Component	Objectives	Resources
Attend an RAC meeting	Coaches will attend and observe a meeting of their region's Regional Advisory Council.	Regional Advisory Council
Read RAC Action Plan	Coaches will read and take notes on their RAC's action plan.	RAC Action Plan
Conversation with Regional Director	Coaches will discuss their observations, thoughts, and questions about the RAC meeting and action plan with their Regional Director.	Discussion
Share-out	Coaches will put together a 3-5 slide presentation of their learnings and share it with other Coaches being onboarded and the Statewide Trainer.	Presentation and discussion

Regional Coordinator Initial Training

Critical Component	Objectives	Resources
Role Clarity	Coordinators will understand their role's direct impact on the OhioKAN program's theory of change Coordinators will understand their role as it relates to their regional team and the larger OhioKAN program	Theory of change slides Slides related to administrative tasks Project management tips and discussion Coordinators' Technical Skills Checklist
Representing OhioKAN	Coordinators will understand the voice of the OhioKAN brand and how to use it as they speak about OhioKAN families in the community	OhioKAN brand voice slides and discussion

Essential Navigator Skills (Navigator Training, Parts 1 & 2)

Course Goal: To familiarize Navigators with the Navigator Practice Profile in a way that is personally meaningful to them so that it may guide their professional practice.

Critical Component	Objectives ("Throughout this course, new staff will...")	Resources
Core Practice Skills	Conceptualize how each core practice skill informs the OhioKAN approach to working with families.	Navigator Practice Profile Various activities, videos, and discussions
OARS	Gain an understanding of how OARS (open-ended questions, affirmations, reflective listening, and summarizing), can support relationships with families.	OARS overview and interactive graphic
IDEA & Cultural Humility	Examine the concept of cultural humility and how it relates to the OhioKAN model for service delivery.	Video, discussion, and personal reflection
Strengths-based assessment	Explore how assessing from a strengths-based lens supports OhioKAN families and communities.	Activities and discussion

Delivering Collaborate Services (Cohort 1 Only)

Course Goal: For Navigators to understand how creative they can be in providing OhioKAN's Collaborate services to families, how to listen for opportunities to share this service, and the power dynamics involved in their service delivery.

Critical Component	Objectives (“Throughout this course, new staff will...”)	Resources
Collaborate Services	Gain a foundational understanding of the OhioKAN services available to families at the Collaborate level. Become familiar with the circumstances that warrant Collaborate services, and strategies for successful service delivery.	Procedure 2 Overview of services and discussion
Support Plan	Explore the Support Plan components, and best practices for co-development and follow-up with families.	Sample Support Plan Annotated Support Plan Discussion

OhioKAN Information Hub Training

Critical Component	Objectives	Resources
Searching	Staff will learn how to search for resources and services by county or by a specific address	PowerPoint slides, follow-along activity
Creating & Sending Referrals	Staff will learn how to add resources to the referral binder, add notes, and send to the family via email, text, or USPS	PowerPoint slides, follow-along activity
Add & Edit	Staff will learn how to add new resources to the database, edit existing resources, and add notes for other staff	PowerPoint slides, follow-along activity
Application	Staff will practice finding appropriate referrals for example families	Resource database scavenger hunt

Ohio Child Welfare & Mandatory Reporting Overview

Critical Component	Objectives	Resources
Ohio Child Welfare System	Staff will have a better understanding of Ohio's child welfare system	PowerPoint slides
	Staff will understand how a child welfare case moves from the initial call through final permanency decisions, and the primary tools caseworkers use to make decisions	PowerPoint slides
Mandated Reporting Responsibilities	Staff will understand their responsibilities as a mandated reporter and how to make a report to the local child welfare hotline	Case examples and discussion

SACWIS Training (2-Day Training)

Critical Component	Objectives	Resources
SACWIS Navigation	Staff will learn how to navigate the SACWIS home screen and how to access essential parts of the system	Screenshots Knowledge Base Articles Follow-along practice
Search Functions	Staff will learn how to search in SACWIS	
Intake	Staff will learn how to complete an intake in SACWIS, including entering a reporter, participants, person records, and key details of a service episode	
Creating a Case	Staff will learn how to link an intake to a case and create a new case in SACWIS	
Maintaining a Case	Staff will learn how to assign cases to other staff (such as a Coordinator to a Coach) and enter activity logs	
The BASICS	Staff will learn how to complete the BASICS with a family in SACWIS	
Creating/Linking a Provider & Case Services	Staff will learn how to enter service providers into SACWIS, add them to cases, and document services provided	
Case Closure	Staff will learn how to close cases in SACWIS	

Procedure 1 Initial Training

Critical Component	Objectives	Resources
Screening	Staff will be able to determine a family's eligibility and transition with them from initial inquiry to participation in the program	Procedure 1 Document and Training Video
Opening an OhioKAN Service Episode	Staff will be able to document key details and demographics in the intake section of SACWIS and conduct the BASICS with a family	Practice Calls (at least 3 per staff)
Referring for Support Services	Staff will be able to review the family's responses to the BASICS and send appropriate referrals from the OhioKAN Information Hub	
Referral Follow-Up	Cohort 1 staff will understand the process of scheduling and completing a follow-up call with the family	
Referral Follow-Up & Service Episode Closure	Staff will understand how to close a service episode.	

Flexible Funds Training (Cohort 1 Only)

Critical Component	Objectives	Resources
Procedure 4	Staff will learn the process for requesting flexible funds to support families with urgent and/or complex needs	Training video

Boundaries, Creativity & Innovative Thinking Training

Critical Component	Objectives	Resources
Setting, Maintaining, and Respecting Boundaries	Staff will learn the importance of creating boundaries in their practice, while also remaining aware of the boundaries of others	Interactive discussion
Innovation & Creativity	Staff will understand the difference between open and closed innovation and how the application of open innovation allows for the combining of skills, knowledge, and experience to create a successful program	

SOGIE 101 & 102 (Sexual Orientation, Gender Identity & Expression)

Critical Component	Objectives	Resources
101: Terminology	Differentiate between basic definitions for sexual orientation, gender identity, and gender expression.	Discussion Gender Unicorn Quiz
101: Impact	Discuss the impact of bias, myths, and misinformation on developing youth. Recognize the impact of rejection and acceptance by family and/or community on young people with diverse SOGIE.	Videos Reflection Language practice
101: Personal action	Learn ways to operationalize more inclusive and affirming social service practices.	Discussion Resources
102: Terminology Review	Further develop proficiency around language, terms, and definitions regarding serving youth and families with diverse SOGIE.	Jeopardy
102: Intersectionality and Culture	Develop the ability to recognize diverse SOGIE as a distinctive part of culture and diversity. Integrate knowledge and understanding that SOGIE is one part of one intersection within intersectionality.	Privilege for Sale activity, discussion, and reflection Video and discussion on how to apologize
102: Implementation	Develop ways to implement greater understanding of SOGIE in working with youth and families.	Practice scenarios and discussion
102: Strategies to support growth	Be able to identify strategies to attend to and address personal feelings of discomfort, concerns, fears, and biases that can impede everyday work.	Video on emotional mastery Video on comfort with discomfort
102: Advocacy	Learn ways to advocate with LGBTQ+ young people and families in education, healthcare, and community settings.	Practice scenarios and discussion Videos

Equity 101 & 102

Critical Component	Objectives	Resources
101: Terminology	Become familiar with a set of terms, concepts, and definitions to develop a shared language for talking about equity.	REI Groundwater analogy Overview of key terms and concepts
101: Concepts	Gain a better understanding of how equity concepts are used in work and community.	Discussion Identity activity
101: Action	Identify actionable ways to use the equity terms, concepts, and understandings in daily work.	Discussion and reflection
102: Terminology Review	Deepen understanding and application of key equity terms and concepts.	Quiz Coded language and damage imagery practice
102: Difficult Conversations	Increase comfort with and ability to engage in difficult conversations.	Practice and discussion
102: Identity Reflection	Reflect on personal identities and how they influence and impact daily work.	Racial Cultural Identity Model White Supremacy Characteristics
102: Continuous Learning	Identify ongoing learning areas and opportunities to practice skills.	Reflection

Ongoing Training & Professional Development

To build on the knowledge and skills acquired in the Initial Training, OhioKAN staff are provided with ongoing trainings and professional development activities appropriate to their role and professional goals. Some trainings are designed so that staff can move individually through a set of resources at their own pace, other trainings are facilitated by the OhioKAN Trainer or external partners, and some offer a hybrid model with assigned reading accompanied by a discussion with staff in similar roles. The latter, can be modified from a group discussion during Installation to a paired peer discussion as the program moves into Full Implementation. The list of trainings and ongoing professional development opportunities in this section is not exhaustive. Rather it is a starting point for the Installation Phase and

will be updated throughout the Initial Implementation and Full Implementation phases of the program or as new trainings become available.

Ongoing Training & Professional Development includes any training opportunities offered after initial onboarding and aligned with professional goals or Key Performance Indicators. Much of the ongoing training and professional development coordinated by OhioKAN are offered in the context of learning communities and required for all staff in given role or cohort. Learning Communities will be explained in further detail in the following section, and can include external group training opportunities, peer-led discussions on a particular topic, and monthly cohort-based Learning Collaboratives, which are facilitated by OhioKAN staff or partners to further explore elements of practice and CQI. In addition to learning communities, individual staff may propose individual professional development relevant to their specific needs and request program funds to attend conferences, executive education courses offered by local universities, and other trainings in their field including those that offer education credits to maintain relevant professional licensures.

All Staff Ongoing Training & Professional Development

Critical Component	Objectives	Resources
Trauma-Informed Care Training	Staff will learn key concepts about the effects of trauma on an individual's life, particularly within the context of child welfare	External Training provided by a mental health clinician
Language Guide	Staff will become familiar with the Kinnect language guide	Kinnect Guide Language
Language Line	Staff will understand how to utilize the Language Line translation services	External Training (Language Line)

Regional Director Ongoing Training & Professional Development

Critical Component	Objectives	Resources
Regional Advisory Council formation and sustainment	Regional Directors will understand key concepts of Collective Impact	Selected podcast from the Collective Impact Forum website
Advisory Council Meeting Expectations	Regional Directors will be able to co-create and agenda, facilitate an advisory council meeting and follow up	RAC Meeting expectations and sample agendas

Coach Ongoing Training & Professional Development

Critical Component	Objectives	Resources
Coaches Professional Development	Coaches will engage in monthly discussions on topics around practice and problem-solving.	Facilitated group

Coordinator Ongoing Training & Professional Development

Critical Component	Objectives	Resources
External meeting expectations	Coordinators will know the expectations for meeting scheduling, agendas, meeting notes, and document storage	Meeting expectations
SACWIS Reports	Coordinators will be able to run essential reports in SACWIS	Training provided by ODJFS
SharePoint Management	Coordinators will understand how to manage their region's SharePoint site	Training provided by technology partner

Navigator Ongoing Training & Professional Development

Critical Component	Objectives	Resources
Benefits Coordination	Navigators will learn how to support parents and caregivers in applying for a variety of statewide benefits programs	Training provided by OhioKAN's Benefits Coordinators

Coaching & Supervision

The use of “coaching” in this section should not be confused with the staff role of OhioKAN Coaches. Coaching is support provided at every level of the program to help staff meet fidelity, improve practice, and achieve a high level of performance. While the OhioKAN Coaches certainly do this, this description of coaching and the OhioKAN Coaching framework applies to every role on the team in regards to supervision relationships. OhioKAN’s approach to supervision is characterized as a parallel process of reflective supervision at every level.

Job Aids & Practice Guides

As listed above in the resource column, a set of job aids and practice guides are available for coaching and reference. These will be included in the Program CQI Cycle to ensure the content remains useful and current. Regional directors, coaches, and navigators all have role specific practice profiles specifying desired practice. Due to the administrative nature of the role of regional coordinators, they have a technical skills checklist rather than a practice profile. In addition to the resources provided through

training, staff providing navigation services have a set of job aids available for their first 90 days of answering calls so that they are able to build confidence and work efficiently as they learn SACWIS. After 90 days of answering the phone, staff providing navigation services are expected to be proficient in documenting directly in the SACWIS system without the support of the initial job aids.

Learning

Communities

In keeping with OhioKAN's commitment to continuous learning and growth, learning communities offer staff the opportunity to both direct their own learning through staff-organized opportunities and to participate in structured program- or cohort-wide education. Examples of learning communities include:

- Staff-led discussion groups around inclusion, diversity, equity, and access
- Coach-led learning within regions
- Team-building conversations between regional directors and leadership
- Cohort-wide bi-monthly Learning Collaboratives for continuous quality improvement and ongoing training (see the Learning Collaborative Framework for further specificity)



Performance Management Framework

Purpose

OhioKAN's Performance Management Framework is designed to guide ongoing management of Partnering Site's performance, practice, and implementation of the OhioKAN model. The Performance Management Framework is divided into two sections: 1) Regional Director Performance Management with a focus on Partnering Site compliance, as well as region and state-wide data review; 2) Regional Coach Performance Management with a focus on Navigator-specific data, guided by individual performance measures and outcomes. These recurring meetings will promote consistent communication about and implementation of the OhioKAN model across the state. OhioKAN's Performance Management Framework not only monitors program fidelity, but also program quality for OhioKAN families, and site partnership continuance.

Organizing Principles

The Performance Management Framework complements OhioKAN CQI through its organizing principles:

1. Promote information-based decision-making
2. Embed CQI in routine management practices
3. Provide easy access to information

Regional Director Performance Management

Site Partnership Meetings

OhioKAN's Regional Director will meet with the Partnering Site Supervisor on a monthly basis to monitor performance standards and compliance, identify challenges, and create plans for improvement as appropriate. During the monthly site partnership meetings, the Regional Director and Partnering Site Supervisor discuss site level performance, any items relevant to the partnership, and review a regional data report. On a quarterly basis, every three months, the Regional Director's meeting is focused on reviewing and updating a report on MOU compliance, the Site Performance Standards, and statewide data averages. The Contract and Performance Coordinator will aggregate the quarterly MOU data that is submitted by Site Supervisors monthly using the MOU form, that reflects site and state compliance totals and averages. See below for sample monthly and quarterly agendas and reports.

OhioKAN Site Performance Standards

OhioKAN's site performance standards are outlined in the Memorandum of Understanding and further operationalized in this framework designed to monitor and provide benchmarks for:

- (a) adhering to the Program goals,
- (b) collecting of required data for Kinnect and evaluation team;
- (c) providing timely and complete Program invoices;
- (d) identifying key staff responsible for ensuring success of the Program;
- (e) ensuring fidelity to the Program model by having all relevant personnel and other relevant partners trained on the Program model;
- (f) training personnel on and ensuring compliance with the Health Insurance Portability and Accountability Act ("HIPAA"); and
- (g) training personnel on and ensuring compliance with the nondiscrimination policy set forth in the Memorandum Of Understanding

**OhioKAN Regional Director Site Supervisor
Monthly Meeting
Region # and Site Name**

Agenda Template

Date

Connection Question

What are your hobbies, and how did you get into it/them?

Updates

- o How is your staff?
- o Any goals or action items to discuss from previous meeting?
- o Reminder to submit monthly form and invoice, address any big changes

Successes

- o

Table of Regional Data

(RD fills out last month's data using the CQI Dashboard and their region's gaps/barriers tracker before meeting to share with site)

Regional Data	
Percentage of callers in region out of total callers for the state	%
Callers per county in region	
County name	Percentage
	%
	%
	%
	%
Percentage of screened-in callers in the region out of total callers for the region	%
Talking points regarding reasons for screen-outs	1. 2.
Top three caller sources for the region (how are callers hearing about OhioKAN)	1. 2. 3.
Top three domains of reported need in the region	1. 2. 3.

Top three domains of provided referrals in the region	1. 2. 3.
Service gaps and barriers in the region observed by Navigators and at the RAC	1. 2. 3.

Challenges & Opportunities

- o

Outreach/Collaboration

- o How can our organizations work together more?
- o Who should we be talking to?
- o Who should we be partnering with?
- o Navigator outreach ideas

IDEA work

- o DEI Collaboratives
- o Navigators

Important Dates

- o Learning Collaborative
- o RAC
- o Other meetings

Other Discussion Items

**OhioKAN Regional Director Site Supervisor Quarterly Meeting
Region # and Site Name**

Agenda Template

Date

Connection Question

What are your hobbies, and how did you get into it/them?

Updates

- How is your staff?
- Any goals or action items to discuss from previous meeting?

Performance

- Overview of site level performance – hiring or compliance items
 - **MOU Quarterly Report**
RD shares site's MOU quarterly report with site supervisor (report that Contract and Performance Coordinator prepares each quarter using information submitted on the MOU monthly form)
- Challenges & Opportunities
- IDEA work / considerations

RAC

- Feedback/suggestions

Important Dates

- Learning Collaborative
- RAC
- Other meetings

Regional Coach Performance Management

Site Partnership Meetings

OhioKAN's Regional Coach will each meet individually with the Partnering Site Supervisor on a monthly basis to monitor Navigator performance indicators, identify strengths and challenges, and create plans for improvement as appropriate. Prior to the monthly meeting, Coaches complete the Navigator Performance Indicator Summary Table for each Navigator using the Site Performance Measures Dashboard¹ and the completed monthly Observation & Debrief Checklist for the Navigator. Coaches mark the checkboxes to demonstrate that the Navigator has met the indicator for the item and provide the percent of families with whom the Navigator completed referral follow-up and percent of families with whom the Navigator started support plans during the month.

During the site partnership meeting, the Regional Coach and Partnering Site Supervisor will review the performance of each Navigator on their team. If acute or persistent challenges prevent a site from meeting their performance indicators, the Partnering Site Supervisor is responsible for developing a Performance Improvement Plan specifying the steps the site will take to improve Navigator performance. The Coach will participate in the development of the plan and will partner with the Partnering Site Supervisor to monitor progress at subsequent meetings until the plan's completion.

OhioKAN Navigator Key Performance Indicators and example performance challenges, listed below, are integrated in the sample monthly agenda to review with the Site Supervisor.

OhioKAN Navigator Key Performance Indicators

- 97-100% completion of BASICS
- 97-100% completion of demographics
- 90-100% delivery of referral binders
- Completion of appropriate follow-up in alignment with designated cohort practice
- Completion of Support Plans in alignment with Procedure 2
- Track and share, with Coach and coordinator, weekly data relating to the number of service gaps and barriers to service (barriers might be no transportation, not the right technology, etc.).
- Observation and debrief checklist indicates that Navigator is demonstrating six core practice skills (Engagement, Inclusion, Assessment, Intervention, Active Learner, and Reflection) throughout the three observations points each month.
 - *Note: All six core practice skills may not be demonstrated at each observation point, but each should be demonstrated at least once during the observation points observed during the month.*
- IDEA: Identify a personal learning/educational goal around Inclusion, Diversity, Equity and Access discussions. It could be as specific as reading "Between the World and Me" or something

¹ The Site Performance Measures Dashboard displays information on navigator key performance indicators for families screened during the monthly reporting period with a currently open service episode, as of the date of data extraction.

as broad as understanding the immigrant/migrant perspective or understanding systemic racism.

- o Learnings will be shared once per month in regular meetings and/or through the observation and debrief checklist.

OhioKAN Navigator Performance Challenges

Examples of acute and persistent challenges include but are not limited to:

- Navigator's failure to document work with families in an appropriate and timely manner
- Navigator is experiencing consistent challenges meeting the practice expectations specified in the OhioKAN Navigator Practice Profile
- Navigator has repeated instances of deviation from the OhioKAN Procedures or failure to follow through on activities specified in the procedures
- Navigator demonstrates consistent challenges working collaboratively with OhioKAN staff or program partners

OhioKAN Coach Site Supervisor Monthly Meeting Region # and Site Name

Agenda Template

Date:

Connection Question

[What's the farthest you've been from home?]

Updates

- o Any goals or action items to discuss from previous meeting?

Observations on Site Navigator(s) Performance

Review the following questions, based on coaching conversations

- o How is each Navigator doing?
- o What are key themes from observing each Navigator's performance (engagement with families) over the last month?
 - Progress towards IDEA goal(s)
- o What are key themes from observing each Navigator's data quality practices?
 - What kinds of gaps and barriers has each Navigator observed and documented in SACWIS?
- o Which trainings has each Navigator completed?

Navigator Performance Indicators Summary

Using the Site Performance Measures Dashboard, complete the below table for each Navigator by checking the indicators the Navigator has met. Reflect on this information with the site supervisor using the series of reflection questions below the table.

Navigator Name	Site	Performance Indicators
		<input type="checkbox"/> BASICS completion (97-100%) <input type="checkbox"/> Demographics completion (97-100%) <input type="checkbox"/> Referral binders provided (90-100%) <input type="checkbox"/> Three observation points completed <ul style="list-style-type: none"> • Direct Observation Type: Choose an item. • Document Review: Choose an item. • Debrief <input type="checkbox"/> C1: More families received follow-up within 30 days of referral binder (more "yes" and "pending" than "no") <input type="checkbox"/> C2: More families did not receive follow-up within 30 days of referral binder (more "no" and "pending" than "yes") C1: Proportion of families with a Support Plans started have Choose an item. compared to the previous month.

Reflections to Understand Successes, strengths, challenges, opportunities for growth

- What are strengths or successes of each Navigator?
 - Which items were checked for the Navigator in the above table and why?
 - Which core practice skills were observed during the four observation points during the month? How were they demonstrated by the Navigator?
 - Which moment of practice was observed and debriefed for the direct observation?
 - Which document was reviewed and debriefed for the indirect observation?
- What insights on Navigator performance can we learn from service episode load?
 - Does the Navigator have open service episodes that were screened in over three months ago?
 - Are there opportunities to close or follow up on these service episodes with Navigators to ensure families are receiving appropriate services?
 - How many families did the Navigator(s) serve outside or inside their region?
 - How can the Coach coordinate with other regions' Coaches to ensure consistent direction and guidance?
 - How does the percent of families receiving follow-up align with the intended Cohort practice (see Site Performance Measures Dashboard's follow-up tool tip for more details on intended practice)?
- C1: Support Plan Practice
 - Out of families the Navigator screened in this month, what proportion started a support plan with the Navigator?
 - How does this compare to the previous month? Has it gone up, down, or stayed the same? Is there a significant difference between the months? What context could help explain the trend?
 - Based on reviewed and debriefed support plans, what insights on the Navigator's support plan practice could be elevated to the Site Supervisor?
- Are there performance challenges or concerns to elevate on the Navigator's performance?
 - Which items were not checked in the above table and why?
 - What learning opportunities have been observed for the Navigator?
 - How is the Coach planning to address a challenge and support the Navigator's growth and learning? What supports can the site supervisor provide?

Important Dates

- Learning Collaborative
- Upcoming trainings
- Other meetings

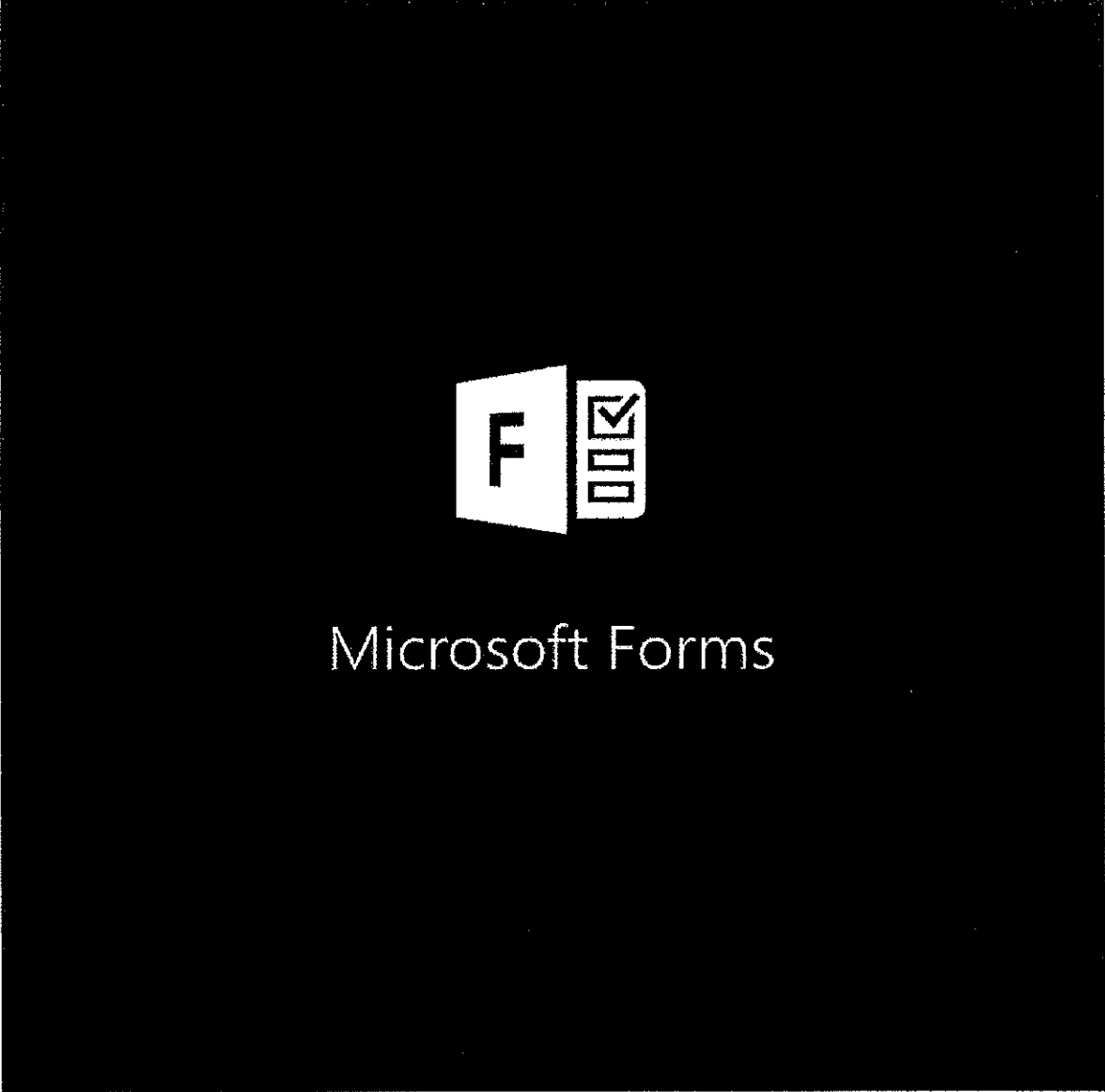
What's Coming

- Any process updates?
- Upcoming leave for Coach or Navigators

Appendix A: Regional Directors and Partnering Site Supervisors

MOU Monthly Form

The MOU form can be accessed here in [Microsoft Forms](#)



Partnering Site Performance Standard Reference Table

Reference for how site performance standards are collected and measured using the MOU form and the OhioKAN site roster. All of these standards are compiled each quarter into a report by the Contract and Performance Coordinator.

Performance Standard	How It Is Measured	Data Source	Frequency of Data Collection	Person Responsible for Data Submission
# of discrimination complaints	# of discrimination complaints within the monthly reporting period	MOU form	Monthly	Site Supervisor
# of HIPAA violations	# of HIPAA complaints within the monthly reporting period	MOU form	Monthly	Site Supervisor
Nondiscrimination Compliance - 100% of staff in compliance with the Nondiscrimination Policy -All staff have been trained on nondiscrimination -All employee records include signed policy -All complaints of violation of the Partnering Site's Nondiscrimination Policy involving Navigators or Site Supervisors are reported to the Regional Director within two business days of the Partnering Site learning of the violation	% of staff in compliance with Nondiscrimination policy (completed training and signed policy)	MOU form	Monthly	Site Supervisor
HIPAA Compliance - 100% of staff in compliance with HIPAA policy -All staff have been trained on HIPAA Compliance -All employee records include signed policy -All violations of HIPAA relevant to the OhioKAN Program are reported to the Regional Director within two business days of the Partnering Site learning of the violation	% of staff in compliance with HIPAA policy (completed training and signed policy)	MOU form	Monthly	Site Supervisor

Navigator retention	# of Navigators per site that resigned during the monthly reporting period	MOU form	Monthly	Site Supervisor
Navigator retention - ensuring sites are hiring personnel when vacancies occur	# of Navigators per site that were hired during the monthly reporting period	MOU form	Monthly	Site Supervisor
Collaboration - meeting with Regional Directors to ensure successful program implementation	Reporting of Yes or No regarding monthly meeting with Regional Director during the reporting period	MOU form	Monthly	Site Supervisor
Collaboration - meeting with Regional Coach to ensure successful program implementation	Reporting of Yes or No regarding monthly meeting with Regional Coach during the reporting period	MOU form	Monthly	Site Supervisor

Appendix B: Regional Coaches and Partnering Site Supervisors

Monthly Navigator Performance Indicators Reference Table

Reference for how Navigator performance standards are measured each month with data sources on the Site Performance Measures Dashboard and the observation and debrief checklist. The performance standards on the Site Performance Measures Dashboard represent each month's screened-in families that had an open service episode at the time of the data pull.

Performance Indicator	Data Source
BASICS Completion – 97-100% completion of BASICS with notes that document families' strengths and specific areas of need	Site Performance Measures Dashboard indicator: "Families with a completed BASICS"
Demographics Completion - 97-100% completion of demographics	Site Performance Measures Dashboard indicator: "Families with complete 'Reference Adults Demographics' fields"
Referrals Provided – 90-100% of parents/caregivers who complete a BASICS are provided with a referral binder	Site Performance Measures Dashboard indicator: "Families who were sent a referral binder"
Support Plan Trend – Month-to-month comparison of proportion of families with whom Navigator started Support Plans (C1 only)	Site Performance Measures Dashboard indicator: "Families with a Support Plan (C1 only)"
Referral Follow Up Completion – Proportion of families with whom Navigator completed referral follow-up in alignment with intended cohort practice	Site Performance Measures Dashboard indicator: "Families completed follow-up in alignment with intended cohort practice"
Three Observation Points – Coach observes each Navigator at three observation points each month (observation points outlined below) to observe all core practice skills at least once and identify learning opportunities. Three observation points: <ul style="list-style-type: none"> • Point #1 – Direct observation of call or in-person meeting with a family • Point #2 – Indirect observation (document review) • Point #3 – Debrief with Navigator about the direct and indirect observations 	Observation and Debrief Checklist



Kinship & Adoption Navigator, OhioKAN Program Position Description

Overview of the OhioKAN Program:

OhioKAN is an innovative statewide Kinship and Adoption Navigator Program that supports formal and informal kin caregivers and adoptive parents by providing information and referral services and assistance obtaining support services. Building on current and previous Ohio kinship navigator programs, OhioKAN is distinguished by its planned statewide implementation, broad population of families served, and provision for rigorous evaluation. OhioKAN builds the necessary community and systems capacity to support families and works directly with kinship and adoptive families to build confidence and connections.

OhioKAN is a statewide program organized into 10 geographic regions. Regional staff develop community capacity to deliver a service model designed to support formal and informal kin caregivers and adoptive parents, to access human and social services, hard goods, and other resources they need to achieve positive outcomes for themselves and the children in their home. Navigators support families to increase family resilience, improve family functioning, increase stability and improve family well-being.

Overview of the Kinship and Adoption Navigator Position:

The Kinship and Adoption Navigator is a full-time position dedicated to supporting kinship caregivers and adoptive parents in accessing the services, resources, and social support they need to care for themselves and the children in their homes. The Kinship and Adoption Navigator reports to the [insert partnering supervisor's organizational job title here], and meets weekly with the OhioKAN Regional Coach for case consultation and support in delivering OhioKAN services with fidelity. The primary functions of this role include providing direct services to families and children, participating in continuous quality improvement activities, community outreach, collaboration, and continued learning of emerging best practices in serving kinship and adoptive families.

Providing Direct Services

- Responds to inquiries about participation in the OhioKAN program, determines eligibility, provides referrals, and follows up in a timely manner
- Partners with kinship and adoptive families to assess their needs, identify their goals, and provide individualized supportive services to achieve their goals
- Collaborates with diverse families and organizational partners with an empathetic strengths-based orientation that prioritizes dignity and respect

- In partnership with the Regional Director, builds and maintains relationships with public and private partners to support referrals
- In partnership with the Regional Coordinator, builds and curates a list of services and resources across the region to serve kinship and adoptive families
- Advocates alongside kinship and adoptive families for access to services to achieve their goals
- Organizes and hosts events for outreach, public education, and to support kinship and adoptive families
- Meets with the family at home, in the community or in partnering agencies to support the achievement of families' goals and accommodates families' schedules Continuous Quality Improvement (CQI) and Continued Learning
- Meets regularly with assigned OhioKAN Coach to monitor fidelity to the OhioKAN model, review cases, and set goals.
- Maintains a full and complete family record in the OhioKAN database as specified by the model and in procedure
- Identifies trends across cases and shares common barriers and facilitators that kinship and adoptive families are experiencing
- Participates in Learning Collaboratives in order to problem-solve and exchange knowledge with other Kinship and Adoption Navigator sites across the state Implements strategies as defined by the regional and statewide CQI plans and participates in CQI activities as assigned by the Regional Director

Education and Experience

- Associate's or Bachelor's degree in Social Work, Public Health, Education, or related field preferred
- Experience working directly with families and/or case management experience preferred
- Lived experience as an adoptee or raised in a kinship family, kinship caregiver, adoptive parent or foster parent preferred

TRAVEL REQUIRED, AS NEEDED. MUST HAVE ACCESS TO OWN TRANSPORTATION.

Background Check Information: The final candidate selected for the position will be required to undergo a criminal background check. Criminal convictions do not necessarily preclude an applicant from consideration for a position. An individual assessment of an applicant's prior criminal conviction(s) will be made before excluding an applicant from consideration.



OhioKAN Mission, Vision, and Values

OhioKAN Mission Statement

OhioKAN is a statewide flexible and responsive kinship and adoption navigator program designed to assist children, caregivers, and families.

OhioKAN Vision Statement

By taking an inclusive, engaging, and genuine approach, OhioKAN will partner with families to strengthen their networks. We believe that families are inherently capable of finding solutions to the circumstances and challenges they face.

OhioKAN Values Statement: OhioKAN CARES

Children & Families: We value Ohio's children and families and are determined to keep their stability and well-being as our primary drivers.

Accountability: We value integrity and transparency. We do what we say and say what we do. We regularly reflect on our practice to ensure we are always learning how we can respond in the most appropriate and consistent ways.

Respect: We value the diversity of our families and hold the belief that everyone deserves to be treated with dignity and thoughtfulness.

Engagement: We value the voices of all kinship and adoptive families and will partner with them knowing their perspective is the foundation on which we will build. We intentionally advocate alongside people of color and others marginalized by systems to shape solutions affecting their lives.

Strengths: We value every family's strengths and believe everyone can contribute to their solutions. We believe families and honor them as the experts on their situation.

Exhibit E
Budget

Upon the hiring of the Navigator, the Agency shall provide to Kinnect information regarding the salary paid by the Agency to the Navigator and the cost of all benefits paid by the Agency to the Navigator (collectively, the "Salary and Benefits"). The Navigator shall be a full-time employee of the Agency and shall not work more than forty (40) hours per week unless pre-authorized by the Agency and Kinnect. The Agency shall immediately notify Kinnect of any changes in the Salary of Benefits during the Term of this Agreement.

In accordance with the provisions of this Agreement, Kinnect shall provide the Program Funds to the Agency on a reimbursement basis for (a) the Salary and Benefits; and (b) the cost of the Navigator's mileage for travel incurred only in connection with this Agreement at the then-current standard mileage rate identified by the State of Ohio, and the cost of such Program Funds shall not exceed One Hundred Thirty Thousand Dollars (\$130,000) per Navigator during the Term of this Agreement.

Kinnect - OhKAN Navigator Reimbursement Request



Completed by: _____

Navigator: _____

FROM:	TO:

Region: _____

Supervisor: _____

Full Address: _____

City State Zip: _____

Date	Description	Cost
Salary/Bonaria		
		\$
		\$
Total:		\$0.00
Call		
		\$
		\$
Total:		\$0.00
Other		
		\$
		\$
Total:		\$0.00
Education/Professional System		

Total amount: \$0.00

Signature: _____

Printed Name: _____

Title: _____

Inclusion, Diversity, Equity & Access (IDEA) Framework

OhioKAN believes that equity is not only a value and desired outcome, but a process of intentional action to eliminate systemic barriers that have produced historical and contemporary inequities based on race, gender, class, sexual orientation, geography, religion, and other aspects of a person's identity.

OhioKAN stands in support of practices for the elimination of racism, classism, heterosexism, nativism, xenophobia, sexism, transphobia, ableism, discrimination against indigenous populations and religious discrimination. Through the utilization of best practices specific to implementation science, human centered design, and trauma-informed care, OhioKAN commits to sustained prioritization of the six IDEA principles in all practices. The IDEA principles target the distribution of resources and access to opportunities for children, youth, families, and communities in ways that promote equity and support transformational change, ensure safety, and actively disrupt the perpetuation of institutional discrimination and oppression. The six IDEA principles are:

- 1. Systems Analysis:** To address the web of interconnected issues that inhibit communities of color and other populations marginalized by systems who are discriminated against and may face barriers to reaching their fullest potential, OhioKAN continually analyzes historical factors and inequities. This includes the distribution of resources, policy development, and practices to address disparities and mitigate trauma.
- 2. Social Justice:** OhioKAN recognizes that inequities are rooted in policies and systems that unjustly disadvantage people of color and other populations marginalized by systems. For that reason, OhioKAN prioritizes solutions that are grounded in balancing power and advancing social justice for families.
- 3. Inclusion and Community Voice:** OhioKAN embraces an equity-oriented approach, takes meaningful steps to decenter white dominant culture and actively seeks full inclusion of people of color and other populations marginalized by systems when identifying challenges and shaping solutions that will affect their lives and communities.
- 4. Naming and Confronting Discrimination and Exclusion:** OhioKAN recognizes that discrimination, oppression, and exclusion have produced disparate outcomes for people marginalized by systems. OhioKAN actively confronts manifestations of discrimination and exclusion through the intentional development and ongoing analysis of programs and practices that are inclusive and equitable.
- 5. Intersectionality:** OhioKAN recognizes the importance of understanding how race, class, gender and other aspects of one's identity intersect, overlap and interact with one another. Intersectionality provides some insight into how members of a family may simultaneously experience oppression and privilege in their daily lives interpersonally and systemically. OhioKAN utilizes this understanding of

intersectionality in the creation of the program and practices and ensures that program analysis considers individuals' and family's intersectionality.

6. Sustained Commitment: OhioKAN maintains a commitment to long-term, sustained investment in time, resources and people to advance equitable realities both internally and externally for the children, families, and communities that we serve. To demonstrate the sustained commitment, OhioKAN staff and agency affiliated representatives actively:

- Stand against violence and hate of any kind brought on to communities of color and other populations marginalized by systems
- Supports people and communities impacted by collective or historical trauma
- Create spaces to continuously improve self-reflective capacity to examine our backgrounds and biases
- Work against systemic causes of inequities in communities of color and other populations marginalized by systems
- Remain empathetic to historical, community and cultural factors that may impact experiences with OhioKAN and access to services and supports in the community
- Engage communities and families as partners and allies
- Guard against the implied or explicit assumption that western, white, able-bodied, and/or gender conforming/heterosexuality is the normative, standard or default position

** The trauma informed approach utilized in these principles is based upon Substance Abuse and Mental Health Administration's six principles of a trauma informed approach:*

- *Safety: Ensure the physical and emotional safety of clients and staff*
- *Trustworthiness and Transparency: Provide clear information about what the client may expect in the program, ensure consistency in practice and maintain boundaries*
- *Peer Support: Provide peer support from persons with lived experiences of trauma to establish safety and hope and build trust*
- *Collaboration and Mutuality: maximize collaboration and the sharing of power with consumers to level the differences between staff and clients*
- *Empowerment, Voice and Control: Empower clients and staff to have a voice, share in decision making and goal setting to cultivate self- advocacy*
- *Cultural, Historical and Gender Issues: Move past cultural stereotypes and biases, offer gender- and culturally- responsive services and recognize and address historical trauma*

Resolution

Number 23-0894

Adopted Date July 18, 2023

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF WARREN COUNTY CHILDREN SERVICES AND WARREN COUNTY COURT APPOINTED SPECIAL ADVOCATES (CASA)

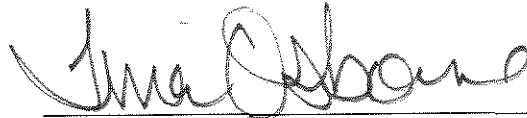
BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Memorandum of Understanding on behalf of the Department of Warren County Children Services and Warren County Court Appointed Special Advocates (CASA) to provide Guidelines for Working Relationships; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a—Warren County Court Appointed Special Advocates (CASA)
Warren County Juvenile Court (file)
Children Services (file)

**Warren County Children Services
Warren County Court Appointed Special Advocates
Memorandum of Understanding: Guidelines for Working Relationships**

PURPOSE: The purpose of this memorandum is to clarify the role of the Court Appointed Special Advocate (hereinafter "CASA") in cases pending before the Warren County Common Pleas Court Juvenile Division (hereinafter "Juvenile Court") and to outline how CASA volunteers and Warren County Children Services (hereinafter "WCCS") caseworkers will coordinate efforts in the interest of the children they serve.

CASA PROGRAM INFORMATION

The Court Appointed Special Advocate (CASA) Program is comprised of volunteers that advocate for children who have experienced abuse, neglect and dependency. Volunteers attend at least 36 hours of pre-service training and a minimum of 3 hours of court observation. Every CASA volunteer is requested to fulfill 12 hours of in-service training annually. CASA volunteers are sworn in as an official of Juvenile Court by the presiding Judge of Juvenile Court.

CASA Volunteers are assigned under specific circumstances: 1) In abuse filings, an Attorney for the child and a CASA may be appointed; 2) In neglect/dependency filings a CASA and/or an Attorney Guardian Ad Litem can be appointed.

In all cases, the CASA continues to serve until:

- o The child is adopted
- o The child is returned to his parents, guardian, or custodian
- o The child reaches age 18
- o Protective Supervision is terminated by the court
- o The CASA is removed by the court or replaced by another CASA/GAL
- o The case is dismissed and/or officially closed by the court

The main purposes for the appointment of the CASA are the following:

- o Monitor cases to ensure they are moved through the court systems as efficiently as possible.
- o Report whether or not court orders are complied with and recommend necessary modifications where needed.
- o Report all facts relevant to the child's case to the court at all hearings.
- o Report the child's wishes
- o Advocate for the best interests of the child

Initial Appointment of CASA

- o All cases are appointed by a judge/magistrate. A request for a CASA by the court will be made to the CASA Program Director by the Deputy Clerk. The court order requesting the appointment of a CASA and a copy of the complaint will be given to the CASA Program Director and all parties of record promptly.
- o The selection of a trained volunteer to serve as a CASA in a given case shall primarily be the

function and responsibility of the CASA Program Director. Since selecting the right volunteer for the case is crucial, an accurate and detailed summary of concerns must be provided by WCCS to the CASA Program Director or staff.

- When an appropriate volunteer has been selected and has agreed to serve, the CASA will sign a notice of acceptance. An entry reflecting the CASA's appointment will be filed in Juvenile Court and copies will be distributed to the parties of record.
- If there are no CASA volunteers available, the court will order an attorney Guardian Ad Litem to represent the child's best interests.

Activities of CASA

- The CASA will review the files of Juvenile Court.
- Upon contact and obtaining contact information from WCCS, the CASA will meet with the child or children, the parents, foster care or kinship providers, social workers, juvenile court officers, neighbors, relatives, healthcare providers, and/or other collaterals that may make a contribution to the handling of the case.
- The CASA will submit a written report to the Director of the Warren County CASA Program prior to scheduled hearings, detailing the CASA's investigation, the wishes of the child(ren), concerns of the CASA, and making any recommendations regarding actions to be taken in the child's best interest. This report is filed with Warren County Juvenile Court and distributed to the attorneys to the parties in the case as well as the caseworker.
- The CASA will maintain regular face-to-face communication with the child and the child's caretakers at least monthly.
- The CASA will serve as an individual who monitors that court orders are carried out, all services are provided, and will bring to the court's attention any new developments or changes. He/she is welcome to attend all meetings regarding the child and will be given notice of such meetings, i.e., S.A.R., I.E.P. meetings, treatment team meetings, matching conferences, hospital, school, foster care, etc. The CASA is also entitled to receive notice of all motions and hearings and will attend all court hearings. The CASA reports his/her observations to the Program Director and attorney representing the CASA, if applicable, or any other party if, in the CASA's opinion, the orders of the court are not being carried out.
- The CASA will initiate contact with the Children Services caseworker or school personnel when the CASA becomes aware of specific problems the child is having. The CASA will notify the parties to the case when he/she believes a different disposition or treatment mode may be desirable based on information gathered.
- As the court appointed representative of the child, the CASA has a responsibility to gather information about the child and his/her family and about the circumstances and situation that gave rise to the filing of the complaint. The caseworker will be asked to assist in this effort to the extent that the agency has the information. The CASA will share information gathered from the following sources with the other parties to the case by way of his or her CASA report and other discovery required by Juv.R.24:
 - Review of records, reports, and evaluations.
 - Visits with the child, family and/or caseworker
 - Interviews with professionals who have been involved with the treatment, education, counseling, or care of the child.

Relationship between Warren County CASA and Warren County Children Services Caseworker

Mutual cooperation is expected between the assigned CASA and Children Services throughout the duration of the case.

When a CASA is appointed to a case, WCCS shall provide the following information to the CASA upon request:

- Name of the WCCS worker who filed the complaint and the on-going WCCS caseworker who will be working with the family
- Name, address and phone numbers of parents
- Location of the child (the foster home is not identified on the complaint)
- Contact information for the caregiver/foster home
- A summary of known prior substantiated or indicated family history with a public children services agency

WCCS can expect the CASA to contact the on-going caseworker or the intake caseworker if an ongoing caseworker has not been assigned. Additionally, the CASA shall receive from WCCS the same summary reports and discoverable records as all parties to the case.

WCCS is responsible for sharing relevant information with the CASA upon request, and for notifying the CASA of any change in placement of the children, any plan or agreement entered into on behalf of the child, or any non-routine medical, physiological, or psychological examination of the child. This will be done through the case plan amendment process, by telephone or by e-mail.

Telephone Calls

Phone calls between CASAs and WCCS shall be returned as promptly as possible. If a WCCS caseworker is out of the office for an extended period of time and/or cannot be reached, the CASA is to make contact with the caseworker's supervisor. If a CASA cannot be reached, WCCS should contact the CASA Program Director at 513-695-1356. When leaving a message or voicemail, please identify specific information that is being requested.

WARREN COUNTY CHILDREN SERVICES INFORMATION

- Warren County Children Services (WCCS) is a public children services agency, as required by Section 5153.02 of the Ohio Revised Code, designated pursuant to Section 307.981 of the Ohio Revised Code.
- The Mission of Warren County Children Services is to serve families in need and protect children who are abused, neglected or dependent through collaboration with partners and the support of the community. Caseworkers are degreed professionals who receive an additional 102 hours of required training through the Ohio Child Welfare Training Project within the first year of employment. They are required to have 36 hours of training each year thereafter in topics related to child abuse and neglect.

Caseworker Activities

Activities performed by WCCS caseworkers are governed by relevant sections of the Ohio Revised Code, as well as Chapter 5101:2 of the Ohio Administrative Code and various other state and federal laws and regulations. The Ohio Department of Job and Family Services provides oversight and guidance relating to their responsibilities. The Caseworkers are responsible for providing assessment services, protective services, reunification services and/or permanency planning to children and families committed to the attention of the agency. Examples of casework activities include:

- Assessing the safety of and risk to the child
- Determining if court action is required
- Completing case plans
- Conducting home visits
- Referring children and families for community services
- Providing casework counseling
- Reviewing case plan progress

The WCCS caseworker should feel free to make appropriate suggestions to the CASA regarding techniques or guidance on interacting with the children at issue in the case. She/he may want to offer suggestions about the particular child or sibling group to the CASA.

Discovery of WCCS Records

CASA should engage their Juvenile Court appointed attorney to request discovery pursuant to Juv.R.24, and all discovery exchanges must take place between the CASA's attorney and the WCCS attorney. If discovery is requested, WCCS via its attorney will have an obligation to supplement discovery.

CASA Visits with Child, Family Relatives and/or Caregivers

The CASA is required to visit with a child placed in foster care or a relative home. If a child is moved from a foster care or kinship placement to another placement, the CASA is to be notified by the caseworker as soon as possible and/or through the case plan amendment process. If the CASA volunteer has any safety concerns about the relative or foster home placement and feels an investigation is warranted, CASA is to advise the assigned WCCS caseworker of his/her concern and not initiate any kind of self investigation.

Mandated Reporting

Ohio's mandated reporting law is found in Ohio Revised Code, Section 2151.421. As a mandated reporter, the CASA volunteer is required to report any suspected child abuse or neglect. The law provides that mandated reporters, acting in an official capacity, who know or have reasonable cause to suspect based on facts that would cause a reasonable person in similar position to suspect, that a child under 18, or a person under 21 with a developmental disability or physical impairment, has suffered or faces a threat of suffering any physical or mental wound, injury, disability, or condition of a nature that reasonably indicates abuse or neglect of the child, shall immediately report that knowledge to the

children services agency or a peace officer in the county in which the child resides or the county in which the abuse or neglect is occurring or has occurred. Failure to do so is a misdemeanor criminal offense pursuant to R.C. 2151.99(C).

When making a report to Warren County Children Services, the CASA volunteer should call 513-695-1546. The volunteer should state that they need to make a referral. The following information will be needed by the agency:

- Names of all persons living in the home
- Family's address and phone number
- Who is the alleged child victim
- Location of the alleged child victim
- Birth dates, if known
- Summary of the suspected abuse or neglect

Concerns that arise after regular office hours should be reported via Children Services after-hours Hotline at 513-695-1600.

CASA Participation in Case Planning

As the CASA of the child, the CASA is expected by the court to monitor services to be provided to the child and his/her family. This function includes participation in the case planning process. WCCS will prepare the case plan with the family when possible, and may seek input from the CASA. The CASA will be given a copy of the proposed case plan and will be asked to review and sign acknowledging receipt of the case plan. WCCS will seek the signature of CASA prior to filing the case plan, but the case plans are time sensitive and may be filed without signature or agreement of the parties if time constraints so require. The CASA may contact WCCS to recommend amendments to the case plan or may object in whole or in part to the case plan, and may seek legal advice to that end.

The caseworker can expect the CASA volunteer to discuss any plans, agreements, or recommendations he/she intends to make during the course of his/her investigation of the case at all hearings, administrative reviews, and meetings.

RESOLUTION OF ISSUES ARISING BETWEEN CASEWORKERS AND CASAS

Should a problem arise that cannot be resolved by the CASA volunteer and WCCS caseworker negotiations or discussion, the following process is recommended:

For WCCS Staff

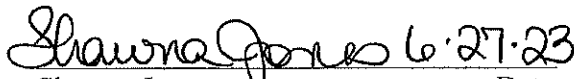
1. The caseworker will consult with his or her supervisor.
2. If the problem remains after consultation with the WCCS Supervisor, the WCCS Supervisor will contact the CASA Program Director.

- will be staffed between both agencies.
4. WCCS may consult with its legal counsel and the parties' respective attorneys may seek a resolution or litigate any disputes.

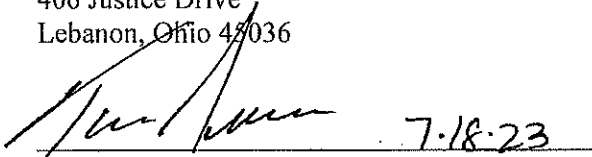
For CASA Volunteers

1. The CASA will consult with the CASA Program Director and/or the CASA Volunteer Manager.
2. If the problem remains after consultation with CASA Director and/or CASA Volunteer Manager, the matter should be referred to the WCCS Supervisor.
3. If the problem remains after consultation, the matter will be staffed between both agencies.
4. CASA volunteer may consult with its legal counsel and the parties' respective attorneys may seek a resolution or litigate any disputes.

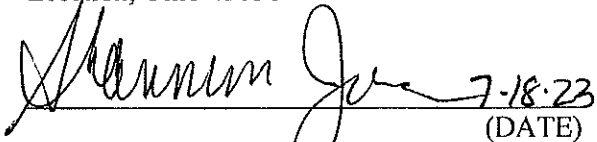

Melissa Perduk 6-27-23
Warren County CASA, Director Date


Shawna Jones 6-27-23
WCCS Director Date

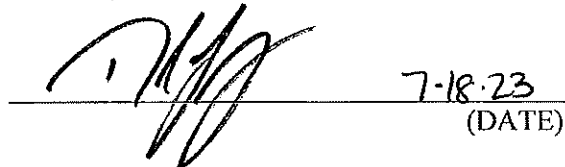
Tom Grossmann, Commissioner
Warren County Board of County Commissioners
406 Justice Drive
Lebanon, Ohio 45036


7-18-23
(DATE)

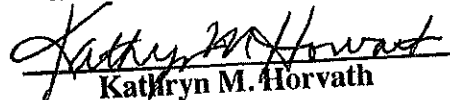
Shannon Jones, Commissioner
Warren County Board of County Commissioners
406 Justice Drive
Lebanon, Ohio 45036


7-18-23
(DATE)

David G. Young, Commissioner
Warren County Board of County Commissioners
406 Justice Drive
Lebanon, Ohio 45036


7-18-23
(DATE)

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Resolution

Number 23-0895

Adopted Date July 18, 2023

ENTER INTO EXCLUSIVE TEMPORARY EASEMENTS WITH DONNA D. FRIES FOR THE ROACHESTER-COZADDALE BRIDGE #52-4.02 REHABILITATION PROJECT

WHEREAS, in order to improve Roachester-Cozaddale Road, it is necessary to construct a bridge rehabilitation project and in order to do this work it is necessary to enter onto property, which is owned by Donna D. Fries, an unmarried woman, grantor; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain exclusive and temporary easements from the property owner; and

WHEREAS, the land for the exclusive and temporary easements is as follows;

Exclusive and Temporary Easements – Exhibits A & B – 0.0778 acres

WHEREAS, the negotiated price for the exclusive and temporary easements is \$599.00; and

NOW THEREFORE BE IT RESOLVED, to enter into an exclusive and temporary easement agreement, copies of which are attached hereto and made a part hereof, with Donna D. Fries for the Roachester-Cozaddale Bridge #52-4.02 Rehabilitation Project for the sum of \$599.00.

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


Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Fries, Donna D.
Engineer (file)
Easement file
Recorder (certified)

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
P.I.N. #18-33-100-012 (Pt.)
P.I.N. #18-33-100-013 (Pt.)**

ARTICLES OF AGREEMENT

This Agreement is entered into the date stated below by Donna D. Fries, an unmarried woman, whose tax mailing address is 8340 Roachester-Cozaddale Road, Pleasant Plain, Ohio 45162 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

The Purpose of this Agreement is to obtain the necessary exclusive and temporary easements for the Roachester-Cozaddale Road Bridge #52-4.02 Rehabilitation Project, being a part of a public roadway open to the public without charge.

That the Grantor, for and in consideration of the sum of Five Hundred Ninety Nine Dollars (\$599.00) and other considerations to them paid by the Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, exclusive and temporary easements for the purpose of constructing and maintaining the necessary project improvements, in, on, over and under lands situated in Military Survey No. 3798, Harlan Township, Warren County, State of Ohio, and limited to the areas more particularly described as follows:

EXCLUSIVE & TEMPORARY EASEMENT LEGAL DESCRIPTIONS

See the two Exhibit "A's" for details.

See Exhibit "B" for drawing.

Upon completion of the project, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs and brush that are removed, to its original condition, but not better than any pre-existing condition. Removal of any trees or brush will be kept to the minimal required for construction.

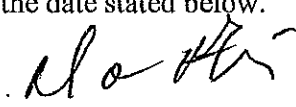
This Temporary Easement Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Roachester-Cozaddale Road Bridge #52-4.02 Rehabilitation Project or December 31, 2024, whichever comes first.

Grantor waive an appraisal and/or summary of an appraisal required by Ohio Rev. Code § 163.04 (C), as permitted by the policy of the Warren County Board of Commissioners, adopted as Resolution No. 15-0377.

[the remainder of this page is blank]

GRANTOR

IN EXECUTION WHEREOF, Donna D. Fries, the Grantor herein, an unmarried woman, who consent hereto, have hereunto set her hands on the date stated below.

SIGNATURE: 

PRINTED NAME: Donna D. Fries

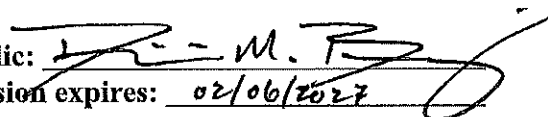
DATE: 7/12/23

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 12th day of JULY, 20 23, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Donna D. Fries, the Grantor in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



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

Notary Public: 
My commission expires: 02/06/2027

[continued on next page for signature]

GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Shannon Jones, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 23-0895, dated 7-18-23

Grantee: _____
Signature: Shannon Jones
Printed Name: Shannon Jones
Title: President
Date: 7-18-23

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 18 day of JULY, 2023 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Shannon Jones, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

Notary Public: Krystal Lynn Powell
My commission expires: JULY 15, 2026

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Bruce A. McGary
Bruce A. McGary, Assistant Prosecutor
520 Justice Drive, 2nd Floor
Lebanon, OH 45036
Ph. (513) 695-1384
Fx. (513) 695-2962
Email: bruce.mcgary@warrencountyprosecutor.com



KRYSTAL LYNN POWELL
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2021-RE-834386
My Commission Expires July 15, 2026

Owner: Donna D. Fries
Property Address: 8340 Roachester-Cozaddale Rd.
Pleasant Plain, Ohio 45162
Parcel Numbers: 18-33-100-012 & 18-33-100-013
Auditors' Account Numbers: 3503437 & 3503682

WAIVER [OF APPRAISAL]

WHEREAS, nothing in Chapter 163 of the Revised Code [Appropriation of Property] precludes a person from voluntarily conveying their property, or a part thereof, including an easement across such property for public purposes, when a governmental agency offers to purchase the property, a part thereof or easement across such property; and,

WHEREAS, any such voluntary conveyance of a property, or a part thereof, including an easement across such property for public purposes, to a governmental agency is deemed for all purposes to be a sale under the threat of eminent domain in accordance with Ohio Rev. Code § 163.02; and,

WHEREAS, in accordance with Ohio Rev. Code § 163.04 (C), a governmental agency may appropriate real property only after it obtains an appraisal of the property and provides a copy of the appraisal to the owner or, if more than one, each owner or to the guardian or trustee of each owner, at or before the time a governmental agency makes its first offer to acquire the property or the interest therein; and,

WHEREAS, in accordance with Ohio Rev. Code § 163.04 (C), a governmental agency may prescribe a procedure to waive the appraisal in cases involving the acquisition by sale or donation of property with a fair market value of ten thousand dollars (\$10,000.00) or less; and,

WHEREAS, the Warren County Board of County Commissioners adopted Resolution No. 15-0377, dated March 10, 2015, that sets forth the procedure for waiving an appraisal as permitted in Ohio Rev. Code § 163.04 (C), as follows: Board hereby establishes a policy of waiving appraisals in accordance with Ohio Rev. Code § 163.04 (C), where the fair market value of an easement is estimated to be less than ten thousand dollars (\$10,000), for the following general circumstances:

1. Projects where the property owners have agreed that an appraisal not be performed and said estimated value does not exceed \$1,000.00.

WHEREAS, the Roachester-Cozaddale Road Bridge #52-4.02 Rehabilitation Project necessitates Warren County to acquire an easement across the properties identified above.

THEREFORE, in consideration of mutual promises, the receipt and sufficiency are hereby stipulated, the undersigned owner(s) of the property identified above do(es) hereby knowingly and intelligently: (i) acknowledge his/her/their/its rights under Ohio Rev. Code § 163.04, et seq. to receive an appraisal of the property identified above for the Project; (ii) waive(s) the right to receive an appraisal of the property identified above for the Project; and, (iii) acknowledge(s) Warren County's obligation to provide him/her/them/it with an appraisal of the property identified above for the Project and do(es) further release(s) and discharge(s) Warren County and its agents, departments, employees and officials from providing each of the undersigned owner(s) with an appraisal.

IN EXECUTION WHEREOF, the undersigned owner(s) having had a sufficient opportunity to read this Waiver and having prior to signing it reviewed it with the assistance of legal counsel or elected not to review it with the assistance of legal counsel, do(es) acknowledge(s) that that its contents are fully and completely understood and shall be bound by its terms.

OWNER:

SIGNATURE:  _____

PRINT NAME: Donna D. Fries

DATE: 7/12/23



Exhibit "A"

**Dennis L. Fries
Donna D. Fries
Temporary Easement – 1T
For Roachester-Cozaddale Road Bridge
(Bridge No. 52-4.02)
PIN #18-33-100-012**

Situated in Military Survey No. 3798, Harlan Township, Warren County, Ohio, along the south side of Roachester-Cozaddale Road, being part of a 6.200 acre tract conveyed to Dennis L. Fries and Donna L. Fries, Grantors, by deed recorded in O.R. 876, Page 931 in the Warren County Recorder's Office and being more particularly described as follows:

Commencing at the northeast corner of said 6.200 acre tract, being the northwest corner of a 5.001 acre tract described in O.R. 632, Page 404;

Thence with the common line between said 6.200 acre tract and said 5.001 acre tract, South 31°07'45" East, a distance of 12.19 feet to the existing south right of way line for Roachester-Cozaddale Road (40' R/W) and the **Principal Point of Beginning** for this description;

Thence continuing with said common line, South 31°07'45" East, a distance of 10.75 feet to a point in the herein described Temporary Easement;

Thence through the grantor's 6.200 acre tract with said Temporary Easement for the following three courses:

1. South 46°15'19" West, a distance of 65.35 feet to a point;
2. South 63°26'14" West, a distance of 32.45 feet to a point;
3. North 75°58'24" West, a distance of 44.54 feet to a point in the existing south right of way line for Roachester-Cozaddale Road;

Thence with said south right of way line, North 74°48'58" East, a distance of 20.92 feet to a point;

Thence continuing with said south right of way line along an arc deflecting to the left, having a radius of 220.00 feet, an arc length of 108.56 feet, and a chord bearing North 60°40'47" East, for a chord distance of 107.46 feet to the **Principal Point of Beginning**, containing 0.0447 acre (1947 square feet), more or less,

Legal Description 1T
Rev. 04/06/2023
Page 2

The bearings for this description are based on Ohio State Plane Coordinates, South Zone, NAD83(2011) by GPS utilizing ODOT VRS.

This legal description is based on a survey completed by LJB Inc. in June of 2020 for the Roachester-Cozaddale Road Bridge over First Creek Project in Harlan Township. This survey references right of way lines established by said survey. This legal description was prepared by David Hulsmeyer, P.S. (Ohio Registration Number 8548) of LJB Inc., 2500 Newmark Drive, Miamisburg, Ohio 45342.



Exhibit "A"

**Dennis L. Fries
Donna D. Fries
Temporary Easement – 2T
For Roachester-Cozaddale Road Bridge
(Bridge No. 52-4.02)
PIN #18-33-100-013**

Situated in Military Survey No. 3798, Harlan Township, Warren County, Ohio, along the south side of Roachester-Cozaddale Road, being part of a 5.001 acre tract conveyed to Dennis L. Fries and Donna L. Fries, Grantors, by deed recorded in O.R. 632, Page 404 in the Warren County Recorder's Office and being more particularly described as follows:

Commencing at the northwest corner of said 5.001 acre tract, being the northeast corner of a 6.200 acre tract described in O.R. 876, Page 931;

Thence with the common line between said 5.001 acre tract and said 6.200 acre tract, South $31^{\circ}07'45''$ East, a distance of 12.19 feet to the existing south right of way line for Roachester-Cozaddale Road (40' R/W) and the **Principal Point of Beginning** for this description;

Thence with said south right of way line along an arc deflecting to the left, having a radius of 220.00 feet, an arc length of 64.36 feet, and a chord bearing North $38^{\circ}09'46''$ East, for a chord distance of 64.13 feet to a point;

Thence continuing with said south right of way line, North $29^{\circ}46'57''$ East, a distance of 66.85 feet to a point in the herein described Temporary Easement;

Thence through the grantor's 5.001 acre tract with said Temporary Easement for the following four courses:

1. South $59^{\circ}18'02''$ East, a distance of 6.32 feet to a point;
2. South $21^{\circ}12'36''$ West, a distance of 50.49 feet to a point;
3. South $36^{\circ}21'00''$ West, a distance of 64.02 feet to a point;
4. South $46^{\circ}15'19''$ West, a distance of 22.82 feet to a point in common line between said 5.001 acre tract and said 6.200 acre tract;

Thence with said common line, North $31^{\circ}07'45''$ West, a distance of 10.75 feet to the **Principal Point of Beginning**, containing 0.0331 acre (1443 square feet), more or less,

Legal Description 2T
Rev. 04/06/2023
Page 2

The bearings for this description are based on Ohio State Plane Coordinates, South Zone, NAD83(2011) by GPS utilizing ODOT VRS.

This legal description is based on a survey completed by LJB Inc. in June of 2020 for the Roachester-Cozaddale Road Bridge over First Creek Project in Harlan Township. This survey references right of way lines established by said survey. This legal description was prepared by David Hulsmeyer, P.S. (Ohio Registration Number 8548) of LJB Inc., 2500 Newmark Drive, Miamisburg, Ohio 45342.

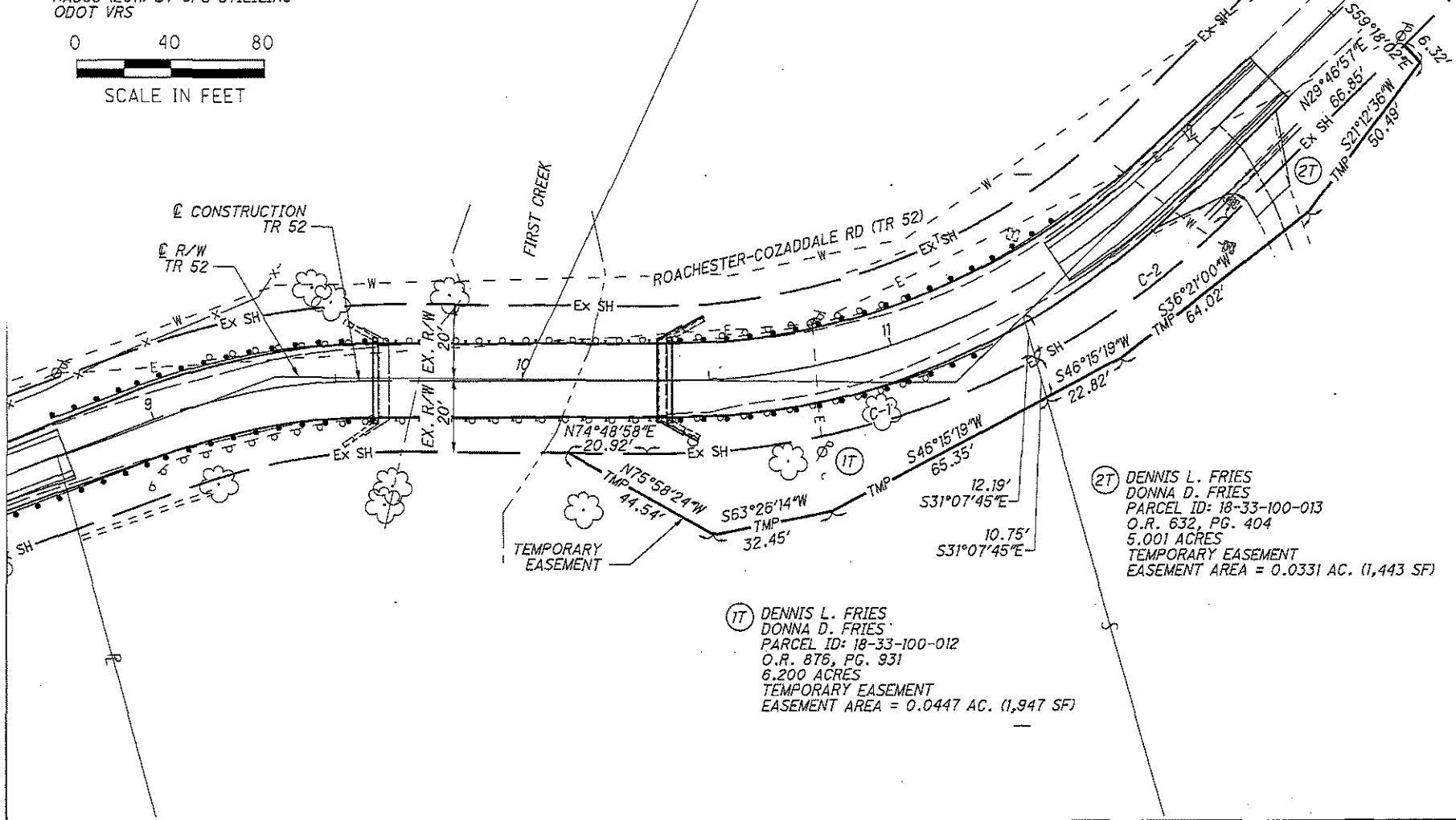
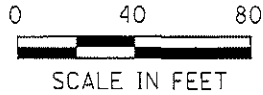


SITUATE IN:
MILITARY SURVEY NO. 3798
HARLAN TOWNSHIP
WARREN COUNTY, OHIO

CURVE DATA C-1
RAD. = 220.00
ARC = 108.56'
CH. B. = N60°40'47"E
CH. = 107.46'

CURVE DATA C-2
RAD. = 220.00
ARC = 64.36'
CH. B. = N38°09'46"E
CH. = 64.13'

NORTH & BEARING SYSTEM ARE
BASED ON OHIO STATE PLANE
COORDINATES, SOUTH ZONE
NAD83 (2011) BY GPS UTILIZING
ODOT VRS



LIB Inc. • 2500 Newmark Drive
Miamisburg, OH 45342
(937) 259-5000 tel • (937) 259-5100 fax • LJBinC.com

JOB#: 0118135A.00
DATE: 4/07/23
SCALE: 1"=40'

PROJECT: WAR TR 52-4.02
PROPOSED EASEMENT: EXHIBIT "B"
DSGN: JLM DRWN: JLM CHKD: DH SHEET NO: 1

(2T) DENNIS L. FRIES
DONNA D. FRIES
PARCEL ID: 18-33-100-013
O.R. 632, PG. 404
5.001 ACRES
TEMPORARY EASEMENT
EASEMENT AREA = 0.0331 AC. (1,443 SF)

(1T) DENNIS L. FRIES
DONNA D. FRIES
PARCEL ID: 18-33-100-012
O.R. 876, PG. 931
6.200 ACRES
TEMPORARY EASEMENT
EASEMENT AREA = 0.0447 AC. (1,947 SF)

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

Resolution

Number 23-0896

Adopted Date July 18, 2023

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

BE IT RESOLVED, to enter into an engineering service contract with Fishbeck, Inc. , 10856 Reed Hartman Highway, Suite 175, Cincinnati, OH 45242 for engineering services for the Miami and Erie canal Drainage project as attached hereto and made part hereof.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

**CONSULTING SERVICES CONTRACT FOR
ENGINEERING ANALYSIS SERVICES
MIAMI AND ERIE CANAL DRAINAGE**

THIS IS AN AGREEMENT, made as of the date stated below, between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Fishbeck, 10856 Reed Hartman Highway, Suite 175, Cincinnati, OH 45242, a Corporation organized, duly licensed and existing under the laws of the State of Ohio, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to determine impacts of surface drainage into and through the old Miami and Erie Canal owned in fee by the Board of Warren County Commissioners, further impacts on adjoining properties and appropriate remedies, hereinafter referred to as the PROJECT. In order to proceed with the PROJECT, Engineering Services must be completed, which are part of services to be provided by ENGINEER.

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

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

SECTION 1 - BASIC SERVICES OF ENGINEER

- 1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil engineering services incidental thereto.
- 1.2 ENGINEER shall perform tasks for the PROJECT in accordance with the scope of services attached and made a part of this contract and identified as Exhibit 1, hereinafter referred to as "Basic Services". Basic Services shall include and be limited to Study of Existing Conditions, Site Surveying and Base Mapping, Conceptual Design, and providing a report of conditions and recommendations for further action.
- 1.3 ENGINEER shall furnish to the COUNTY ENGINEER one copy of all electronic files regarding the PROJECT on a compact disk.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

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

SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES

COUNTY ENGINEER shall:

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

SECTION 4 - PERIOD OF SERVICE

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

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:
 - 5.1.1.1 The ENGINEER agrees to provide the Basic Services set forth in Section 1 hereof to the COUNTY ENGINEER for the PROJECT, for a **fee not to exceed \$ 25,700.00.**

5.2 Times of Payments

- 5.2.1 ENGINEER shall submit monthly progress reports for Basic and Additional Services rendered. The progress reports will be based upon ENGINEER'S estimate of the proportion

of the total services actually completed at the time of billing. No payment will be processed without a monthly progress report. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

5.3 Other Provisions Concerning Payments

- 5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER'S statement therefore, the amounts due ENGINEER shall include a charge at the rate of one percent (1%) per month from said 60th day, and in addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due for services and expenses.
- 5.3.2 Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

5.4 Definitions

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination

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

6.2 Reuse of Documents

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

6.3 Controlling Law and Venue

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

6.4 Successors and Assigns

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

6.5 Modification or Amendment

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

6.6 Construction

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

6.7 Waiver

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

6.8 Relationship of Parties

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

6.9 Parties

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

6.10 Headings

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

6.11 Notices

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

TO: Warren County Commissioners Attn. Tiffany Zindel, County Administrator 406 Justice Drive Lebanon, Ohio 45036 Ph. 513-695-1250	Warren County Engineer's Office Attn. Neil F. Tunison, County Engineer 210 W Main Street Lebanon, Ohio 45036 Ph. 513-695-3307
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Fishbeck.
Attn: John Pease, P.E.
10856 Reed Hartman Highway, Suite 175
Cincinnati, OH 45242
Ph. 513-469-2370

6.12 Insurance

ENGINEER shall carry comprehensive general and professional liability insurance providing single limit coverage with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate, with no interruption of coverage during the entire term of this Contract. ENGINEER further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, ENGINEER shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Contract. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage, which further requires and provides for thirty (30) days written notice of cancellation or non-renewal to COUNTY ENGINEER. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

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

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

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

Exhibit 1

SECTION 8 – ENTIRE AGREEMENT

This Agreement (consisting of pages 1 to 7, inclusive), together with the Exhibit and schedules identified above constitute the entire agreement between OWNER and ENGINEER

and supersede all prior written or oral understandings. This Agreement and said Exhibit and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

SECTION 9 – INDEMNIFICATION

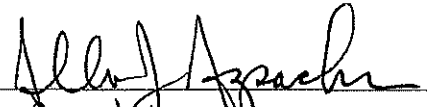
ENGINEER will defend, indemnify, protect, and save OWNER and COUNTY ENGINEER from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by ENGINEER,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

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SECTION 10 – EXECUTION

ENGINEER:

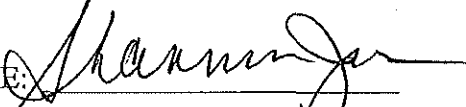
IN EXECUTION WHEREOF, Fishbeck., an Ohio corporation for profit, has caused this Agreement to be executed on the date stated below by Allen J. Aspacher, whose title is Vice President, pursuant to a corporate Resolution authorizing such act.

SIGNATURE: 
PRINTED NAME: Allen J. Aspacher
TITLE: Vice President
DATE: July 10, 2023

OWNER:

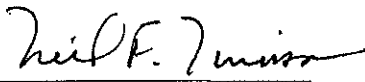
IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by Sharon Bree, its President, pursuant to Resolution No. 23-0896 dated 7-18-23.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 
PRINTED NAME: Sharon Bree
TITLE: President
DATE: 7-18-23

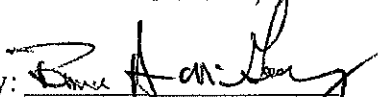
RECOMMENDED BY:

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

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

APPROVED AS TO FORM:

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

By: 
Assistant Prosecuting Attorney

May 26, 2023

Neil Tunison, PE
County Engineer
Warren County Engineer's Office
210 West Main Street
Lebanon, OH 45036

**Proposal for Professional Services
Pennyroyal Road Drainage Study**

Dear Neil:

Fishbeck is pleased to provide this proposal for engineering services to evaluate drainage issues in the vicinity of the intersection of Pennyroyal Road and North Dixie Highway, Franklin, Warren County, Ohio. The County has received complaints of flooding along the east property line of 9560 North Dixie Highway. East of this property line is a parcel owned by the County, formerly utilized by the Miami & Erie Canal. The Canal was abandoned in the early 1900s. The depression left by the Canal currently acts as a drainage ditch, which during heavy rains overtops the former canal embankment and floods the adjacent property. Based on a USGS map from 1908, a railroad was located just east of the Canal and likely affected the topography of the area. A driveway bridge is present south of the site and may act as a channel constriction.

Based on FEMA Flood Maps, the intersection of North Dixie Highway and Pennyroyal Road, as well as the western portion of the site, is located within the 100-year and 500-year Floodplains.

Scope of Services

Fishbeck is prepared to provide the following scope of services, as directed by the Warren County Engineer's Office (WCEO):

Task 1: Site Visit and Records Review

- A site visit will be conducted to assess existing conditions.
- A detailed review of existing information about the site will be performed.
- Review of County GIS topographic data; note that available contours are limited to 2-foot intervals and do not show sufficient detail within the depression left by the Canal bed.
- Review of existing FEMA documents to evaluate the limits of the floodplain and flood elevations.
- A tributary area will be calculated based upon GIS topographic data and hydrology analyzed to determine the amount of run-off expected at the affected property.
- Preparation of a letter report describing our findings from the site visit and review of existing information about the site.

Task 2: Topographic Survey and Hydraulic Analysis

If authorized, Fishbeck will further evaluate the drainage issues with the following additional services:

- A topographic survey will be conducted to provide more precise data for the site including profile and cross-sections of the channel bed necessary for a hydraulic analysis.

- A hydraulic analysis of the channel bed will be completed to determine flood stage and evaluate possible alternatives using the information calculated as part of the hydrology analysis in Task 1 and the survey information collected in Task 2.
- The topographic survey data will be reviewed for potential low spots and constrictions that may be cleared to alleviate the drainage issue.
- Preparation of a letter report with a summary of our findings and recommendations. If Task 2 is authorized, we will combine our findings and recommendations into a single letter report.

Professional Services Fees

Fishbeck is ready to begin immediately following the Notice to Proceed and acceptance of the attached Professional Services Agreement. We anticipate completion within three months of receiving authorization to proceed.

We propose to provide the above-described Scope of Services for a not-to-exceed fee as shown below:

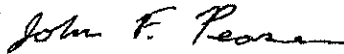
Task	Fee
Task 1: Site Visit and Records Review	\$9,800
Task 2: Topographic Survey and Hydraulic Analysis	\$15,900
Total Cost:	\$25,700

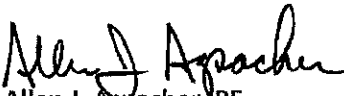
Authorization

Attached is our Professional Services Agreement; however, we are aware that the WCEO may prefer to use their own contract form. If a WCEO contract form is to be used, Fishbeck will review the terms and conditions of the contract and work with the WCEO to reach an acceptable agreement. If you prefer to use the Fishbeck Professional Services Agreement and concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Dawn M. Smith (dmsmith@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 513.247.8577 or jpease@fishbeck.com.

Sincerely,


John F. Pease, PE
Water & Wastewater Engineer


Allen J. Aspacher, PE
Vice President/Senior Project Manager

Attachments
Email

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Hamilton

I, Allen J. Aspacher, holding the title and position of Vice President at the firm Fishbeck, 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.

Allen J. Aspacher
AFFIANT

Subscribed and sworn to before me this 10th day of July 20 23

Dawn M. Smith
(Notary Public)

Hamilton County.

My commission expires August 11 20 23



DAWN M. SMITH
Notary Public, State of Ohio
My Commission Expires
August 11, 2024
COMMISSION: 2019-RE-796088



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/11/2023

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

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


PRODUCER Collins & Associates Corp. 5075 Cascade Rd. SE Grand Rapids, MI 49546 R. Parke Collins II	616-942-0957		CONTACT NAME: K.Jakubiak PHONE (A/C, No, Ext): 616-942-0957 FAX (A/C, No): 616-942-1118 E-MAIL ADDRESS: kjakubiak@insuredwithcollins.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Ins Co INSURER B: Continental Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:			NAIC # 24147
INSURED Fishbeck, Thompson, Carr & Huber Inc DBA Fishbeck 1515 Arboretum Dr SE Grand Rapids, MI 49546				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MWZY317013 23	02/01/2023	02/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		MWTB317014 23	02/01/2023	02/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		7034241134	02/01/2023	02/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		MWC317012 23	02/01/2023	02/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Miami and Erie Canal Drainage
30 day cancellation notice is provided

CERTIFICATE HOLDER WARRE-5 Warren County Board of Commissioners 406 Justice Dr Lebanon, OH 45036	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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FISHTHO-01

CJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/10/2023

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

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

PRODUCER: Ames & Gough, 859 Willard Street, Suite 320, Quincy, MA 02169. CONTACT NAME, PHONE (617) 328-6555, FAX (617) 328-6888, E-MAIL boston@amesgough.com. INSURER(S) AFFORDING COVERAGE: Continental Insurance Company A(XV), NAIC # 35289. INSURED: Fishbeck, Thompson, Carr, & Huber, Inc., Dba Fishbeck, 1515 Arboretum Drive SE, Grand Rapids, MI 49546.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

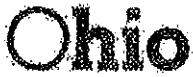
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR VWD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) All Coverages are in accordance with policy terms and conditions. RE: Miami and Erie Canal Drainage

CERTIFICATE HOLDER CANCELLATION

Certificate Holder: Warren County Board of Commissioners, 406 Justice Drive, Lebanon, OH 45036. Cancellation: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Jared Maxwell



Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

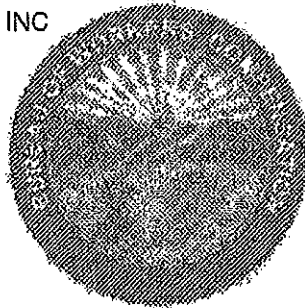
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
01515116

Period Specified Below
07/01/2023 to 07/01/2024

FISHBECK THOMPSON CARR & HUBER INC
1515 ARBORETUM DR SE
GRAND RAPIDS MI 49546-6494



www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marijuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marijuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.

Resolution

Number 23-0897

Adopted Date July 18, 2023

ENTER INTO AN AGREEMENT WITH ERBECK DEVELOPMENT COMPANY, LTD FOR FEE IN LIEU OF CONSTRUCTING A LEFT TURN LANE AND OTHER IMPROVEMENTS AS REQUIRED ON FIELDS ERTEL ROAD AT THE ENTRANCE TO KENSINGTON SUBDIVISION

WHEREAS, Erbeck Development Company, Ltd. (hereinafter referred to as Erbeck Development Company) is required to make certain improvements attributable to the Kensington Subdivision (hereinafter referred to as the Development), including the creation of a new left turn lane and other improvements on Fields Ertel Road at the Development entrance; and

WHEREAS, the County Engineer, after reviewing the traffic impact study, has determined that a left turn lane and other improvements, (hereinafter referred to as PRIVATE IMPROVEMENTS), are required on Fields Ertel Rd. at the entrance to the Kensington Subdivision, which is named Kensington Lane. The scope of work for the Private Improvements is described on **Exhibit "A"** attached hereto and made a part hereof; and

WHEREAS, the Erbeck Development Company would normally be required to construct the Private Improvements as part of the Development; and

WHEREAS, the County Engineer has determined that a public improvement project should be designed and constructed, in cooperation with the Hamilton County Engineer's Office, on Fields Ertel Road in order to complete a vertical profile realignment for safety and widening to increase capacity, (hereinafter referred to as the PUBLIC IMPROVEMENT PROJECT); and

WHEREAS, the County Engineer and Erbeck Development Company, Ltd. agree that the Private and Public Improvements should be constructed as part of the Public Improvement Project in order to minimize the impact to Fields Ertel Road; and

NOW THEREFORE BE IT RESOLVED, that this Board enters into a funding agreement, attached hereto and made a part hereof, stipulating that the Board will receive \$225,101.05 from the Erbeck Development Company, Ltd in lieu of constructing a left turn lane and other improvements on Fields Ertel Road at Kensington Subdivision; and

BE IT FURTHER RESOLVED, that the total amount of \$225,101.05 will be received by Warren County a minimum of 30 days prior to the start of the construction of the Public Improvement Project.

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

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

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Erbeck Development Co., Ltd.
Engineer (file)

**KENSINGTON SUBDIVISION
FUNDING AGREEMENT (FEE IN LIEU OF) FOR
FIELDS ERTEL ROAD IMPROVEMENTS**

This agreement made and entered into by and between the Board of Warren County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as "WARREN COUNTY", (on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER"), and Erbeck Development Company, Ltd. an Ohio limited liability company with a mailing address of 3940 Olympic Blvd., Suite 100, Erlanger, KY 41018 (hereinafter referred to as "ERBECK DEVELOPMENT COMPANY"), acting as developer of the Kensington Subdivision located in Deerfield Township, Warren County, Ohio, hereinafter referred to as the "DEVELOPMENT."

WITNESSETH:

WHEREAS, upon review of the DEVELOPMENT traffic impact study, the COUNTY ENGINEER determined that a left turn lane and other improvements, hereinafter referred to as "private improvements", are required on Fields Ertel Road at the existing entrance to the Kensington Subdivision, which is named Kensington Lane, in order to mitigate the impacts attributable to the DEVELOPMENT at this entrance and along the DEVELOPMENT frontage, and

WHEREAS, ERBECK DEVELOPMENT COMPANY would normally be required to construct the private improvements as part of their subdivision construction, and

WHEREAS, the COUNTY ENGINEER has determined that a public improvement project should be designed and constructed, in cooperation with the Hamilton County Engineer's Office, on Fields Ertel Road in order to complete a vertical profile realignment for safety and widening to increase capacity, hereinafter referred to as "public improvements", and

WHEREAS, the COUNTY ENGINEER and ERBECK DEVELOPMENT COMPANY desire to complete the necessary private and public improvements on Fields Ertel Road as one project so that the road is only impacted once by reconstruction, and

WHEREAS, the COUNTY ENGINEER requested that ERBECK DEVELOPMENT COMPANY contribute a fee in lieu of constructing the private improvements on Fields Ertel Road so that the COUNTY ENGINEER can construct both the private and public improvements on Fields Ertel Road at the same time as part of the public improvement project, which is anticipated to occur no earlier than 2024, pending

funding availability, as to be determined by WARREN COUNTY and COUNTY ENGINEER, after consultation with ERBECK DEVELOPMENT COMPANY, and

WHEREAS, based on a detailed cost estimate approved by the COUNTY ENGINEER, both the COUNTY ENGINEER and ERBECK DEVELOPMENT COMPANY, have agreed that the present cost of the GRAND COMMUNITIES private improvements on Fields Ertel Road is Two Hundred Twenty Five Thousand One Hundred One and 05/100 Dollars (\$225,101.05).

NOW THEREFORE,

In order to mitigate the private improvement impacts to Fields Ertel Road near the DEVELOPMENT subdivision entrance, ERBECK DEVELOPMENT COMPANY shall:

1. Provide WARREN COUNTY with payment in the amount of Two Hundred Twenty Five Thousand One Hundred One and 05/100 Dollars (\$225,101.05), shown in Attachment "A," for the required private improvements to be constructed as part of the said public improvement project. In lieu of making such payment immediately, a payment bond, from a company and in form satisfactory to the COUNTY ENGINEER, may be provided; however, the total payment amount shall be provided to WARREN COUNTY no later than 30 days prior to the start of construction. WARREN COUNTY shall provide ERBECK DEVELOPMENT COMPANY at least 60 days written notice prior to the construction start date.
2. Provide all temporary construction easements on the ERBECK DEVELOPMENT COMPANY property necessary for the completion of the public improvement project as approved by the COUNTY ENGINEER (ERBECK DEVELOPMENT COMPANY to dedicate the road right of way per the Warren County Thoroughfare Plan).
3. Work with WARREN COUNTY and the COUNTY ENGINEER to develop a timeline for the private and public improvements to minimize adverse impact on the ERBECK DEVELOPMENT COMPANY and access thereto.
4. Cooperate with COUNTY ENGINEER to construct the private improvements as part of the said public improvement project which are conditions of approval of Development Plans and Record Plats for the DEVELOPMENT.

Upon the successful completion of ERBECK DEVELOPMENT COMPANY obligations listed above, WARREN COUNTY shall:

1. Ensure all utility pole relocation is completed.

2. Will not relocate the Development irrigation lines and/or electric lines (for entrance spot lighting) as such improvements are the responsibility of ERBECK DEVELOPMENT COMPANY.
3. Diligently pursue completion of the private and public improvements in a professional and timely manner. The above-referenced funds will be utilized during the Fields Ertel Road Improvements Project during the timeline referenced above. It is estimated that the work will take one (1) year, not including utility relocation, to complete after commencement of work.

IN EXECUTION WHEREOF, ERBECK DEVELOPMENT COMPANY has hereunto set their hands as follows:

ERBECK DEVELOPMENT COMPANY, LTD.
an Ohio Limited Liability Company

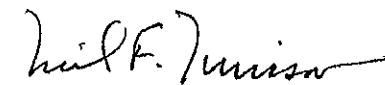
By: Kensington Development Co. of Ohio LLC
an Ohio Limited Liability Company
Its: Sole Member



By: Greg Fischer
Its: CEO
Date: 6/8/23

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Board of Warren County Commissioners has caused this Agreement to be executed on the date stated below by its President or Vice-President, pursuant to Resolution No. 23-0897 dated 7-18-23.

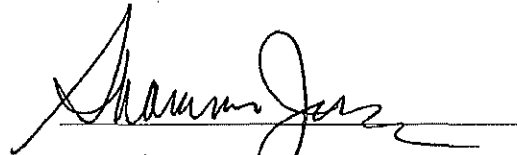
RECOMMENDED BY:
WARREN COUNTY ENGINEER



Neil F. Tunison, P.E., P.S.
County Engineer

Date: 6/19/2023

BOARD OF WARREN COUNTY
COMMISSIONERS



Title: President

Date: 7-18-23

Exhibit A

WARREN COUNTY FIELDS ERTEL IMPROVEMENTS DUE TO KENSINGTON DEVELOPEMNT ENGINEER'S ESTIMATE

November 5, 2018

ITEM NO.	DESCRIPTION	UNIT OR MEASURE	APPROX. QTY.	UNIT PRICE	TOTAL PRICE
201	CLEARING AND GRUBBING	LUMP	1	\$5,000.00	\$5,000.00
202	REMOVED	LUMP	1	\$5,000.00	\$5,000.00
203	EXCAVATION	C.Y.	130	\$20.00	\$2,600.00
203	EMBANKMENT	C.Y.	392	\$25.00	\$9,800.00
204	GEOGRID	S.Y.	783	\$4.00	\$3,132.00
204	SUBGRADE COMPACTION	S.Y.	783	\$2.50	\$1,957.50
204	EXCAVATION OF SUBGRADE AND STRUCTURAL EMBANKMENT	C.Y.	65	\$45.00	\$2,925.00
254	3" PAVEMENT PLANING, ASPHALT CONCRETE	S.Y.	1411	\$6.00	\$8,466.00
301	9" ASPHALT CONCRETE BASE	C.Y.	196	\$130.00	\$25,480.00
304	6" AGGREGATE BASE	C.Y.	131	\$40.00	\$5,240.00
407	TACK COAT, 0.075 GAL/S.Y.	GAL	165	\$2.00	\$330.00
442	1 3/4" ASPHALT, INTERMEDIATE COURSE	C.Y.	107	\$190.00	\$20,330.00
442	1 1/2" ASPHALT CONCRETE SURFACE COURSE	C.Y.	91	\$190.00	\$17,290.00
452	6" NON-REINFORCED CONCRETE PAVEMENT	S.Y.	33	\$70.00	\$2,310.00
601	TYPE B ROCK CHANNEL PROTECTION	C.Y.	15	\$200.00	\$3,000.00
602	CONCRETE MASONRY	C.Y.	21.2	\$1,200.00	\$25,440.00
606	GUARDRAIL, TYPE MGS	FT.	330	\$28.00	\$9,240.00
606	ANCHOR ASSEMBLY, MGS, TYPE E	EACH	4	\$2,250.00	\$9,000.00
611	12" CONDUIT, TYPE B, 707.45	FT.	25	\$60.00	\$1,500.00
611	72" CONDUIT	FT.	30	\$350.00	\$10,500.00
614	MAINTAINING TRAFFIC	LUMP	1	\$25,000.00	\$25,000.00
623	CONSTRUCTION LAYOUT STAKING	LUMP	1	\$3,000.00	\$3,000.00
624	MOBILIZATION	LUMP	1	\$3,000.00	\$3,000.00
630	GROUND MOUNTED SUPPORT, NO. 3 POST	FT.	13	\$18.00	\$234.00
630	SIGN, FLAT SHEET	EACH	1	\$150.00	\$150.00
638	FIRE HYDRANT EXTENDED AND ADJUSTED TO GRADE	EACH	1	\$2,500.00	\$2,500.00
644	CENTERLINE	MILE	0.16	\$10,000.00	\$1,600.00
644	CHANNELIZING LINE, 8"	FT.	80	\$4.00	\$320.00
644	EDGE LINE, 6"	MILE	0.22	\$5,000.00	\$1,100.00
644	LANE ARROW	EACH	2	\$175.00	\$350.00
644	TRANSVERSE/DIAGONAL LINES	FT.	144	\$4.00	\$576.00
659	SEEDING AND MULCHING	S.Y.	2264	\$1.00	\$2,264.00
690	SPECIAL - MAILBOX SUPPORT SYSTEM, SINGLE	EACH	1	\$200.00	\$200.00
832	EROSION CONTROL	EACH	2500	\$1.00	\$2,500.00
CONSTRUCTION TOTAL (WITH PREVAILING WAGE)					\$211,334.50
90% OF PREVAILING WAGE CONSTRUCTION TOTAL					\$190,201.05
UTILITY POLE RELOCATION					EACH 3 \$5,000.00 \$15,000.00
STORM SEWER BASEMENT					\$3,000.00
TOPOGRAPHIC SURVEY					\$2,110.00
DESIGN (7% OF CONSTRUCTION)					\$14,790.00
DESIGNING ENGINEERING					\$34,900.00
TOTAL					\$225,101.05



We make no warranty, express or implied, that the actual construction cost of the work associated with these estimated quantities and costs will not vary. The cost reflects our opinion of current probable construction cost.

Michael K. Goettmoeller
Michael K. Goettmoeller, P.E.

11/5/18
Date

Resolution

Number 23-0898

Adopted Date July 18, 2023

ENTER INTO AN OHIO PUBLIC WORKS COMMISSION COOPERATION AGREEMENT WITH DEERFIELD TOWNSHIP AND DEERFIELD REGIONAL STORMWATER DISTRICT

WHEREAS, a grant application will be submitted to the Ohio Public Works Commission (OPWC) for the Kings Mills Infrastructure Improvement Project – Phase IV; and

WHEREAS, OPWC grant applications require cooperation agreements between governmental entities that collaborate on mutual projects; and

NOW THEREFORE BE IT RESOLVED, to enter into a Cooperation Agreement with Deerfield Township and Deerfield Regional Stormwater District for the Kings Mills Infrastructure Improvement Project – Phase IV, subject to the following conditions:

1. The conditions shall be as stipulated in the “OPWC Cooperation Agreement” attached hereto and made a part hereof.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Deerfield Township (file)
c/a—Deerfield Regional Stormwater District
Engineer (file)

OPWC COOPERATION AGREEMENT
Kings Mills Infrastructure Improvement Project – Phase IV

THIS is an AGREEMENT effective as of date the last Party has affixed their signature hereto, between Deerfield Township, Ohio, an Ohio municipal corporation (“Township”), the Deerfield Regional Stormwater District (“Stormwater District”) and the Warren County Board of County Commissioners, an Ohio county (“County”).

The County hereby agrees to collaborate with the Township and Stormwater District to submit an application to the Ohio Public Works Commission (OPWC) PY35 for the Kings Mills Infrastructure Improvement Project-Phase IV. The estimated total cost of the project is \$1,613,015.80. The OPWC application will request a 49% grant being an estimated \$790,377.74 with the remaining 51% being the Parties estimated share totaling \$822,638.06, however, the Parties respective obligations shall be as follows:

- 1) The Parties 51% share of the engineering and construction cost is \$822,638.06 of which the Township would pay \$245,963.06 (15.25%), the Stormwater District would pay \$75,000 (4.65%) and the County would pay \$501,675.00 (31.10%). The County costs are split between its Water & Sewer Department and County Engineer’s Office, \$491,675.00 and \$10,000 respectively.

The storm sewer and roadway improvements to be paid for by the Township and Stormwater District shall include storm sewers, catch basins, full depth roadway repairs and asphalt resurfacing. The water and sanitary sewer main improvements to be paid for by the County shall include replacement of 8-inch watermain as well as select replacement with 24-inch watermain and the resetting and remodeling of manholes and various restorations.

The Township shall be the designated contracting entity and shall execute agreements with OPWC, the design engineer and the construction contractor. The Township shall invoice the County Water and Sewer Department for their project cost with payments to be made to the Township.

The Township and County shall jointly review all necessary OPWC funding application documents. Upon approval from each participating member the application documents shall be signed and submitted to the OPWC by the Township.

Should the proposed project be awarded OPWC funding, the Township and County shall review and approve all Engineering Contract(s) for the design of the improvements prior to the Village executing the Contract(s). All design drawings and specifications produced for the improvements shall be reviewed and approved by the Township and County prior to advertisement for bidding and final payment of the Engineer(s). The bidding documents shall meet the design standards and specifications for each of the participating members.

The Township and County shall jointly review all submitted construction bids and shall reach consensus of the award of the construction contract. The Township shall be the contracting entity for the construction of said project. Representatives from the Township and County shall be invited to all construction progress meetings and shall be provided the opportunity to inspect the construction of the improvements. All change orders shall be reviewed and approved by both the Township and the County. The Township and County shall perform final inspection of the

improvements, provide the Construction Contractor with punch list items, and verify that all improvements are completed in accordance with the Contract Documents prior to final payment.

IN EXECUTION WHEREOF, pursuant to Resolution No. 2023-41 of Deerfield Township, Ohio, dated 6-20, 2023, Lelle Lutts Hedding, President of the Board of Deerfield Township Trustees has hereunto set her hand to this Agreement on the 20th day of June, 2023.

DEERFIELD TOWNSHIP, OHIO

By: Lelle Lutts Hedding
Lelle Lutts Hedding, President

Attest: _____

David Jones
Fiscal Officer

Approved as to form:

By: Beve Gooden
Law Director

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by, its President, on the date stated below, pursuant to Resolution No. 23-0898, dated 7-18-23

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Sharon Jones

PRINTED NAME: Sharon Jones

TITLE: President

DATE: 7-18-23

Approved as to form:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

Adam Nice

By: Adam Nice, Asst. Prosecutor

First Reading: June 20, 2023
Second Reading: Dispensed

RESOLUTION 2023-41

A RESOLUTION AUTHORIZING DEERFIELD TOWNSHIP TO ENTER INTO A COOPERATIVE AGREEMENT WITH WARREN COUNTY AND THE DEERFIELD REGIONAL STORMWATER DISTRICT; AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND / OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED

Whereas, Deerfield Township, the Deerfield Regional Stormwater District, and Warren County wish to enter into a cooperation agreement to submit an application to the Ohio Public Works Commission for the Kings Mills Infrastructure Improvement Project – Phase IV, and

Whereas, Deerfield Township will provide funds equal to \$245,963.06 (15.25%) of the total project cost. Such funds will come from the Road and Bridge Fund, and

Whereas, Warren County Water & Sewer will provide funds not to exceed \$491,675.00 (30.48%) of the total project cost. Such funds will come from Warren County Water and Sewer funds, and

Whereas, Warren County Engineer's Office will provide funds not to exceed \$10,000 (0.62%) of the total project cost. Such funds will come from Road and Bridge Fund, and

Whereas, Deerfield Regional Stormwater District will provide funds not to exceed \$75,000 (4.65%) of the total project cost. Such funds will come from Road and Bridge Fund, and

Whereas, Deerfield Township will serve as lead applicant and to sign all necessary documents, and

Whereas, Deerfield Township agrees to pay its 15.25% of the cost as invoices are due / at the end of the project / as otherwise agreed upon, and

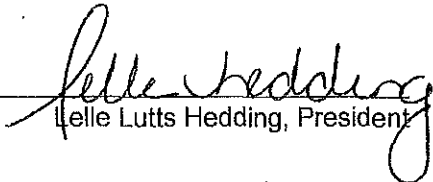
Whereas, Deerfield Regional Stormwater District agrees to pay its 4.65% of the cost as invoices are due / at the end of the project / as otherwise agreed upon, and


Whereas, Warren County agrees to pay its 31.10% of the cost as invoices are due / at the end of the project / as otherwise agreed upon.

VOTE RECORD:

Mrs. Hedding Y Mrs. Seitz Y Ms. Malhotra Absent

PASSED at the meeting of the Board of Trustees this 20th Day of June, 2023.


Lelle Lutts Hedding, President


Julie Seitz, Vice President

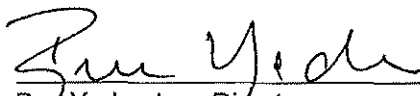

Kristin Malhotra, Trustee

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Deerfield Township Fiscal Officer, this 20th day of June, 2023.


Dan Corey, Fiscal Officer

APPROVED AS TO FORM:


Ben Yoder, Law Director

Resolution

Number 23-0899

Adopted Date July 18, 2023

APPROVE AND ENTER INTO A CONTRACT WITH WARREN COUNTY TRANSIT ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

WHEREAS, Warren County Human Services, a division of the Board of County Commissioners which also serves as the County Department of Job and Family Services pursuant to R.C. 329.01, receives grant money from the Ohio Department of Job and Family Services (ODJFS) for purposes of providing non-emergency transportation to individuals located in Warren County; and

WHEREAS, ODJFS requires certain terms and compliance for use of the grant funds; and

WHEREAS, the Board of County Commissioners also operates the Warren County Transit program to benefit residents of Warren County by providing non-emergency transportation; and

WHEREAS, an Agreement between Warren County Human Services and Warren County Transit services to account for use of the grant funds from ODJFS and terms related to use of Warren County Transit by Warren County Human Services customers;

NOW THEREFORE BE IT RESOLVED, to approve and enter into a contract with Warren County Transit, on behalf of Warren County Department of Human Services, beginning July 1, 2023 and terminating on June 30, 2024 in the amount of \$17,000.00; contract attached hereto and made a part hereof:

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

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

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Warren County Transit
Human Services (file)
Transit (file)

**WARREN COUNTY JOB AND FAMILY SERVICES
DIVISION OF HUMAN SERVICES
TRANSPORTATION CONTRACT
WITH
THE WARREN COUNTY TRANSIT SERVICES**

This Vendor Contract is made and entered into this 18 day of JULY by the Warren County Board of County Commissioners on behalf of the Warren County Job and Family Services, Division of Human Services, hereafter known as "WCDJFS", with offices located at 416 South East Street and the Warren County Transit Services, hereafter known as "WCTS", with offices located at 406 Justice Drive, Lebanon, Ohio.

Pursuant to Title XX of the Social Security Act, Chapter 5101 of the Ohio Revised Code and rules promulgated by the Ohio Department of Job and Family Services (ODJFS), the County Department of Human Services is authorized to execute vendor agreements with a provider of transportation services that have followed procurement regulations to obtain that service for the County.

Each county department of human services is required to implement a "Community Non-Emergency Transportation (NET) Plan. It is a statewide program administered by the WCDJFS to provide transportation to and from medical providers who meet provider participation requirements in accordance with Chapter 5160-15 of the Administrative Code and who are providing Medicaid covered service(s) defined as reimbursable service(s) in accordance with Chapters 5160-1 of the Ohio Administrative Code. NET is the provision of transport that also requires the use of the most cost-effective mode(s) of transportation that addresses the consumer's medical condition and timeliness concerns and only to Medicaid covered services that are within the consumer's community as defined in Rule 5160-24-03 of the Administrative Code, unless specific service is not available within the community.

In accordance with Title IV-A, Federal regulations, State law and the Title IV-State plan, prepared under Section 5101.80 of the Ohio Revised Code and amendments to the plan, WCDJFS shall establish and administer a work activity program to include the activities established under Section 5107.50, 5107.52 and 5107.58 of the Ohio Revised Code, including unsubsidized employment activities, on-the-job training activities, community service activities, vocational educational training activities, jobs skill training and educational activities for minor heads of household and adults participating in Ohio Works First (OWF) Program. WCDJFS is required to provide support services necessary for the participants to attend the work activity assignment with needed services specified in the employability plan, including transportation to and from the required activity as well as transportation to get child/ren to and from day care as needed. WCDJFS provides free transit tickets to the participants for the required transportation purposes.

In accordance with 5101:4-3-32 of the Ohio Administrative Code WCDJFS is responsible for arranging or providing necessary supportive services for individuals receiving Food Assistance Benefits who are required to participate in the Food Assistance Employment and Training Program (FAET). WCDJFS will provide transportation services through Warren County Transit for those participants who are required to attend a work activity assignment under the FAET program.

In accordance with 5101:2-25-01 of the Ohio Administrative Code under Title XX WCDJFS can arrange for travel including travel costs of individuals in order to access services or obtain medical care or employment.

The following are the terms of this Contract:

1. PURCHASE OF SERVICES:

Subject to the terms and conditions set forth in this Contract and any attached exhibits (such exhibits are deemed to be part of this Contract as fully as is set forth herein), WCDJFS agrees to purchase from, and WCTS agrees to furnish to eligible individuals those specific services detailed in this Vendor Contract.

2. **CONTRACT PERIOD:**

This Contract shall be effective from **July 1, 2023 through and including June 30, 2024**, unless otherwise terminated.

3. **AVAILABILITY OF FUNDS:**

Payment for all services provided in accordance with the provisions of this Contract are contingent upon the availability and will not exceed the total of Local, State, and Federal matching funds as follows:

Federal (Title XX) funds	\$5,000
Temporary Assistance to Needy Families (TANF) Funds	\$5,000
Community Non-Emergency Transportation (NET) Funds	\$5,000
FAET Participation Allowance	\$2,000
TOTAL COST	\$17,000

Federal Title XX funds shall be available to counties at a rate between seventy-five (75) per cent and one hundred (100) per cent of the cost of the services.

Temporary Assistance to Needy Families (TANF) funds shall be used for Work Activity related transportation of OWF work activity required participants as transportation is a required support service (Ohio Revised Code 5107.66).

The Community Non-Emergency Transportation (NET) program is reimbursable to the county on a dollar per dollar funds used for that purpose.

The FAET Participant Allowance allocation reimburses the county for any participant expense including county contracts. Allowable participant expenses include transit tickets for FAET participants.

The total cost of this **Vendor Contract cannot exceed \$17,000 for the period of July 1, 2023 thru and including June 30, 2024.**

If funds are not allocated and/or available for the continuance of this Contract, this Contract can be terminated by WCDJFS at the end of the period for which funds are available. WCDJFS shall notify WCTS at the earliest possible time of the shortage of funds, with a termination or reduction of Services date. If funds are reallocated in lesser quantities than the initial allocation, WCDJFS may reduce the scope of services purchased and/or total Contract dollars. No penalty shall apply to Contractor in the event this provision is exercised and WCDJFS shall not be obligated nor liable for any future payments due.

4. **COST, DELIVERY AND DESCRIPTION OF PURCHASED SERVICES:**

Subject to limitations specified in Article 3 hereof, the amount to be paid for such purchased services will be based on the following criteria:

Reimbursement under this Contract will be by fixed unit rates:

<u>In-County:</u>	\$3.00 general public; in-county and Greater Dayton RTA South Hub (one way)
<u>Universal Transportation Systems Contracted NET Rides - Moved to Warren County Transit:</u>	\$3.00 (one way)
<u>Middletown:</u>	\$3.00 Middletown Service (one way)

Elderly and Disabled (E & D):	\$1.50 Warren County and Greater Dayton RTA South Hub (one way). To be eligible for reduced fares, passengers must complete an E & D application and be eligible for NET.
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Any rate changes must be submitted by WCTS in writing to the WCDJFS who will amend the current Contract to reflect such changes.

Universal Transportation Systems, is the current designated service provider (by the Warren County Board of Commissioners) of the Warren County Transit System as contracted by the Warren County Board of Commissioners.

WCTS shall operate each week-day (Monday thru Friday) from 6 A.M. until 6:30 P.M. The WCTS is available to the general public during that time and the above quoted rates are the one (1) way fare charged any transit rider.

With at least forty-eight (48) hours notice, rides may be scheduled to and/or from any destination within Warren County and Middletown Service for a fee of \$3.00 per one way.

The fee for the elderly and disabled is \$1.50 for in-county and Greater Dayton RTA South Hub. There is no reduced fare for the elderly and disabled to Middletown. Again, this is with at least forty-eight (48) hour notice.

All trip requests will be scheduled based on availability.

If a personal care attendant (PCA) is required for a passenger for whom WCDJFS has approved transportation services, that PCA shall ride without paying a fare if he/she accompanies the passenger who needs the PCA to and from his/her destination. Whenever the ride is scheduled, either by WCDJFS or the consumer, Provider must be notified that a PCA will be accompanying the consumer.

The policies established by WCTS shall be observed by all WCDJFS consumers. WCTS is responsible for notifying WCDJFS of any changes in policies.

5. PAYMENT FOR PURCHASED SERVICES:

Service Provider shall, by the fifteenth (15th) working day of each month, submit an invoice to the WCDJFS for purchased services rendered to eligible individuals for the preceding calendar month. Tickets issued by WCDJFS shall bear a distinctive stamp and/or be a distinctive colored ticket to identify to which category/service they belong: Title XX, NET Transportation, FAET, or TANF Work Activity Tickets. The invoice shall state the number of tickets served in each category with a combined total number of tickets for the calendar month and total cost for those tickets. The collected tickets must be attached with the invoice. The WCDJFS will review such invoice for completeness and the required information. Should WCDJFS find any discrepancies in the ticket count, rate charges, mathematical errors, non-covered services or any questionable information, WCTS shall be contacted for assistance in any corrections that may be needed. A correct and final invoice will be submitted to Warren County Grants Administration to sign and submit back to WCDJFS for payment. WCDJFS shall make payment within thirty (30) days of receipt of a correct dated and signed invoice. The reported expenditures are subject to audit by appropriate Federal, State or Local officials or an independent audit.

6. **DUPLICATE BILLING:**

WCTS certifies that the services being purchased by WCDJFS are not available on a non-reimbursable basis. WCTS warrants that claims made to the WCDJFS for payment for purchases services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of funding for the same services. WCTS warrants that claims made to WCDJFS for payment for services provided shall be for actual services rendered the eligible individuals who are not eligible for payment from another source.

7. **FEES:**

WCTS understands that a consumer, for whom services are provided, may be required to pay a fee.

8. **ELIGIBILITY FOR SERVICES:**

WCDJFS shall determine eligibility for all customers for whom WCTS bills WCDJFS directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in Section 5101:2-25-07 (2) (a); 5101:3; 5101:3-24-03; 5101.80, 5107.50, 5107.52 and 5107.58 of the Ohio Administrative Code and WCDJFS.

Nothing in this Contract shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from this Contract supplement and do not supplant existing services.

The "declaration" method of eligibility determination may be used by WCDJFS. The WCDJFS shall determine the eligibility for the Title XX, NET, FAET, and OWF customers. Tickets shall be provided to FAET participants for delivery of transportation services related to the Food Assistance Employment and Training Program and to OWF participants to attend the required work assignment, including transit tickets to get child/ren to and from day care as needed and to NET participants for transportation to and from eligible medical treatment as needed. Title XX for travel including travel costs of individuals in order to access services or obtain medical care or employment.

9. **REFERRAL PROCEDURES:**

If an individual initially applies to WCTS, WCTS will inform them how to contact WCDJFS. WCTS shall not determine any eligibility and shall not bill WCDJFS for any customer trips not approved by WCDJFS. Any recipient who WCDJFS has approved payment for transportation shall have the correct ticket with the required information on it.

10. **ELIGIBILITY DETERMINATION RECORDS:**

WCDJFS shall maintain all necessary documents which shall reflect that a proper eligibility determination was made for each and every eligible individual for the appropriate time period as detailed in the County Record Retention Rule.

11. **AVAILABILITY AND RETENTION OF RECORDS:**

WCTS shall maintain and preserve all financial service records related to this Contract, including any other documentation used in the administration of this program, in its possession for the appropriate time period as detailed in the County Record Retention Rules. WCTS will assure the maintenance of such records and other documentation in the possession of any third party performing work related to this Contract for a like period of time, unless otherwise directed by the WCDJFS.

If any litigation, claim, negotiation, audit, or other action involving the records is commenced before expiration of the County Record Retention Rules time period, WCTS shall retain the records until completion of the action and all appeals which arise from it.

12. **RESPONSIBILITY FOR AUDIT:**

If requested by the Director of the WCDJFS, WCTS shall be subject to an independent audit of the required records they must maintain and preserve. Copies of the audit must be made available to the WCDJFS.

13. **AUDIT EXCEPTIONS:**

WCTS agrees to accept responsibility for receiving, replying to and complying with any audit exceptions by appropriate State, Federal, or local audit directly related to the provisions of this Contract.

14. **OVERPAYMENT REFUND:**

WCTS agrees to repay WCDJFS the full amount of any overpayment received for duplicate billings, erroneous billings, or false or deceptive claims. When an overpayment is identified, the WCDJFS shall withhold the overpayment from monies due the WCTS. WCTS recognizes and agrees that the WCDJFS may withhold any money due and recover through appropriate method any money erroneously paid under this Contract if evidence exists of less than full compliance with this Contract.

15. **CONFIDENTIALITY OF INFORMATION:**

The parties agree that they shall not use any information, systems or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound to the same standards of confidentiality laws and regulations applicable to the programs under which this Contract is funded.

16. **CIVIL RIGHTS:**

WCDJFS and WCTS agree that as a condition of this Contract, there shall be no discrimination against any applicant, client or recipient because of race, color, sex, religion, national origin, physical limitations or any other factor as specified in Title IV of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that WCTS will comply with all appropriate Federal, State and Local laws regarding such discrimination. Any party failing to comply with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of Contract.

17. **TERMINATION:**

The Contract shall terminate immediately if WCTS fails to meet all licensing requirements imposed by law. This Contract may also be terminated on the basis of adverse findings in an audit required or permitted herein. Either party shall have the right to abandon or cancel this Contract at any time prior to the specific completion date by giving thirty (30) day written notice to the other party or if there a material breach of a term of the Contract which is not corrected within thirty (30) days. The Contract may also be terminated for lack of funding.

In the event of termination, WCTS shall be entitled to compensation, upon the submission of proper invoice, for work performed prior to the notice of termination. The WCDJFS shall not be liable for any further claims.

18. **AMENDMENT OF CONTRACT:**

This Contract may be amended, as needed, at any time by a written amendment signed by all parties and approved by Resolution of the Warren County Board of Commissioners.

19. **PUBLICITY:**
In any publicity reference including media release, information pamphlets, etc., on the services provided under this Contract, it will be clearly stated that the project is in part funded under the State of Ohio's service programs through Federal and State reimbursement.
20. **INSURANCE:**
WCTS shall maintain verification that Service Provider maintain liability insurance in an amount not less than \$1,000,000 for this program. WCDJFS and Warren County Commissioners shall be named as additional insured. Any change or lapse in insurance coverage or named insured shall be reported to WCTS, WCDJFS and the Warren County Board of Commissioners prior to the effective date of such change. Such insurance shall be primary to any insurance coverage of WCDJFS or the Warren County Board of Commissioners.
21. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:**
WCTS agrees as a condition of the Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the allocable HHS regulations (45CFT 84) and all guideline and interpretations issued pursuant thereto. Any party failing to comply with this paragraph may be subject to investigation by the office of Civil Rights of the Department of Health and Human Services and Termination of this Contract.
22. **COMPLIANCE WITH LAW:**
WCTS shall abide by all policies promulgated by ODHS and WCDJFS, all applicable Federal, State and Local laws and regulations and all applicable guidelines of Federal, State and Local Auditors.
23. **ENTIRE CONTRACT:**
This Contract contains the entire Contract between the WCTS, WCDJFS and the Warren County Board of Commissioners with respect to the subject matter thereof, and superseded all prior written or oral agreements between the parties. No representation, promises, understanding or agreements, or otherwise, not herein contained shall be of any force or effect.
24. **CONSTRUCTION:**
Should any portion of the Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of the Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.
25. **WAIVER:**
No waiver by either party of any breach of any provision of this Contract, whether by conduct or otherwise, in any one or more instances shall be deemed to be, or constructed as a further or continuing waiver of any such breach or as a waiver of any breach of any provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.
26. **GOVERNING LAW:**
This Contract 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 fully performed in the State of Ohio.
27. **RELATIONSHIP OF THE PARTIES:**
Whether this Contract refers to WCTS, WCDJFS or the Warren County Board of Commissioners, this term shall include the agents, employees or authorized representatives of each party.

28. **WARRANTY:**

WCTS warrants that its services shall be performed and/or provided in a professional and work like Manner, in accordance with applicable professional standards.

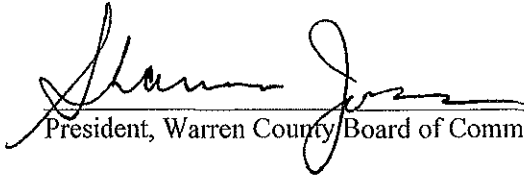
29. **NOTICES:**

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

TO: Warren County Job and Family Services, Division of Human Services
416 South East Street
Lebanon, Ohio 45036


To: Warren County Transit Services
406 Justice Drive
Lebanon, Ohio 45036

**WARREN COUNTY JOB AND FAMILY SERVICES
DIVISION OF HUMAN SERVICES**



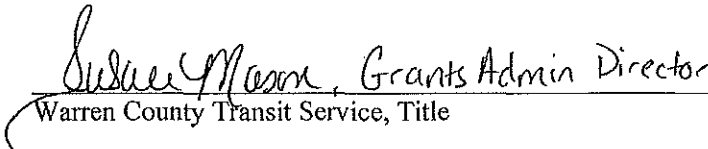
President, Warren County Board of Commissioners

7-18-23
Date



Director, Warren County JFS, Division of Human Services


6/22/2023
Date



Warren County Transit Service, Title

6-21-23
Date

Approved to Form:



Assistant Prosecutor

6/29/23
Date

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0900

Adopted Date July 18, 2023

APPROVE AND ENTER INTO A SUBGRANT AGREEMENT BETWEEN THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES (ODJFS), THE OHIO DEPARTMENT OF MEDICAID (ODM), THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, AND WARREN COUNTY HUMAN SERVICES

BE IT RESOLVED, to approve and enter into the 2024/2025 Biennial Subgrant Agreement between the Ohio Department of Job & Family Services, The Ohio Department of Medicaid, the Warren County Board of County Commissioners and Warren County Human Services; copy of agreement is attached hereto and made a part hereof.

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


Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a-Ohio Department of Job and Family Services
c/a-Ohio Department of Medicaid
Human Services (file)

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

G-2425-11-6209

RECITALS:

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS"), the Ohio Department of Medicaid (hereinafter referred to as "ODM"), and the Warren County Board of County Commissioners (hereinafter referred to as "Board"), in accordance with Ohio Revised Code (ORC) Sections 307.98, 5101.21, and 5160.30.

The intent of this Subgrant Agreement is to establish between ODJFS, ODM and the Board the relationship of two "pass-through entities" and a "subrecipient" as those terms are used in 2 CFR 200, promulgated by the United States Office of Management and Budget (OMB).

This Subgrant Agreement is applicable to all subawards by ODJFS and ODM to Warren County for the operation of the Warren county department of job and family services (CDJFS) and performs all CDJFS duties set forth in ORC Section 329.04. It is not applicable to subawards relating to any duties assigned to a public children services agency (PCSA) or a child support enforcement agency (CSEA); nor is it applicable to subawards funded or authorized by the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight. Subawards subject to this Subgrant Agreement include subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (DHHS) and the United States Department of Agriculture (USDA). Subawards subject to this Subgrant Agreement are not for research and development purposes.

DEFINITIONS:

- A. "County family services agency" means a county department of job and family services (CDJFS), a public children services agency (PCSA) and a child support enforcement agency (CSEA), as designated by the board of county commissioners in ORC Section 307.981. County family services agency also means a joint CDJFS formed by a written agreement entered into between boards of county commissioners as described in ORC Section 329.40.
- B. "Departments" means ODJFS and ODM relative to this three-way Subgrant Agreement.
- C. "Family services duty" means a duty state law requires or allows a county family services agency to perform including all financial and administrative functions associated with the performance of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight.
- D. "Financial assistance" means all cash, reimbursements, allocations of funds, cash draws, and property provided by ODJFS to a county family services agency. All requirements in this Subgrant Agreement related to financial assistance also apply to any money used by the county to match state or federal funds.
- E. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the ORC, uncodified law included in an Act, the Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, Office of Management and Budget (OMB) Uniform Guidance, circulars, or any other materials issued by OMB that a federal statute or regulation has made applicable to state and local governments, and any Governor's Executive Orders to the extent that they apply to counties. The term "state and federal laws" not only includes all state and federal laws existing on the effective date of this Subgrant Agreement, but also those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Subgrant Agreement.
- F. "Subgrantee" has the same meaning as "county grantee," as that term is defined in ORC Section 5101.21 (A) (1).

- G. "Subgrant agreement" has the same meaning as "grant agreement," as that term is defined in ORC Section 5101.21 (A) (6).

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by the Warren CDJFS.
- B. This Subgrant Agreement is entered into by the Board on behalf of Warren County and of the Warren CDJFS (hereinafter collectively referred to as "Subgrantee").

ARTICLE II. STATUTORY AUTHORITY OF ODJFS

As a pass-through entity under OMB 2 CFR 200 (Uniform Guidance), ODJFS may:

- A. Provide financial assistance to the Subgrantee in accordance with this Subgrant Agreement and state and federal laws.
- B. Provide annual financial, administrative, or other incentive awards to the Subgrantee subject to ORC Section 5101.23.
- C. Monitor the Subgrantee to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this Subgrant Agreement.
- E. Provide technical assistance and training to assist the Subgrantee in complying with its obligations under state and federal law and this Subgrant Agreement.
- F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against the Subgrantee will be taken in accordance with ORC Section 5101.24, unless another section provides authority for a different action. If ODJFS takes an action authorized by ORC Section 5101.24, ODJFS will provide written notice to the Board, the county auditor, and the CDJFS director. The entity against which any action is taken may request an administrative review in accordance with ORC Section 5101.24, except as provided by Section 5101.24 (E). Additionally, any further ODM enforcement action against the Subgrantee will be taken in accordance with ORC 5160.20 and 5160.37.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

As a subrecipient of the state of Ohio under OMB 2 CFR 200 (Uniform Guidance), Subgrantee must:

- A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed in accordance with conditions, requirements and restrictions established by the Departments and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Monitor its subgrantees to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, federal and state requirements, and restrictions under OMB 2 CFR 200, including the provision of timely audits subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1 and 2 CFR 200.501.
- C. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the standards

established by ODJFS. Subgrantee will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules, formats and other requirements established by ODJFS.

- D. Promptly reimburse ODJFS the amount the Subgrantee is responsible for, pursuant to action ODJFS takes under ORC Section 5101.24 (C), of funds the department pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty.
- E. Promptly reimburse the Departments the amounts of any cash overdrafts or excessive cash draws paid to Subgrantee by ODJFS.
- F. Take prompt corrective action if the Departments, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved. Correct action includes, but is not limited to, paying amounts resulting from an adverse finding, sanction, or penalty.
- G. Where Subgrantee identifies reimbursements or other payments due the Departments, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where the Departments identify reimbursements or other payments due to the Departments and ODJFS notifies Subgrantee, payment shall be made in the manner specified by the Departments.
- H. Make records available to the Departments, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- I. Provide and ensure the existence and availability of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by Subgrantee. Subgrantee must also ensure that any matching funds, regardless of their source, that Subgrantee manages are clearly identified and used in accordance with federal and state laws and the requirements of this Subgrant Agreement.
- J. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Section 5101:9-9-21, 5101:9-9-21.1 and 5101:9-9-29.
- K. Comply with all requirements of state and federal laws which are required by OAC Section 5101:9-4-04 to be included in a county written code of standards of conduct and with all additional requirements and prohibitions specified in that administrative rule.
- L. Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.
- M. Immediately take measures to incorporate paragraph K above, into existing agreements and contracts and shall incorporate the above language in all future agreements and contracts with other entities. Subgrantee shall require all entities with which it sub-grants and contracts with to incorporate Sections K and A, above, in all its existing agreements and contracts that are funded in whole or in part with funds from the U.S. Department of Agriculture or Health and Human Services, and shall further require those entities to incorporate the language in all future agreements and contracts with other entities.
- N. Post and require all entities with which it sub-grants and contracts to post the most recent version of the AD-475A and/or AD-475B "And Justice for All" poster.
- O. Comply with OAC 5160:1-2-01 (I) and (L) and C.F.R 435.916 by ensuring Medicaid determinations and renewals are completed timely and renewal signatures are captured and stored properly.

- P. Ensure all Medicaid eligibility case documentation is entered timely into Ohio's Electronic Data Management System (EDMS).

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2023, through June 30, 2025, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.
- B. In addition to Article IV-A above, it is expressly understood by the Departments and Subgrantee that this Subgrant Agreement will not be valid and enforceable until, pursuant to ORC Section 126.07, the State of Ohio Director of the Office of Budget and Management, first certifies there is a balance in the appropriation not already allocated to pay current obligations.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Subgrant for State Fiscal Years (SFY) 2024 and 2025 and grant specific terms and conditions such as, but not limited to, the applicable period of performance, will be provided to Subgrantee in formal notices. The Departments will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC Chapter 5101:9-6. ODJFS will notify Subgrantee of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.
- B. Subgrantee will limit cash draws to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR 205, 45 CFR 75, 2 CFR 400 and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual. Subgrantee agrees that amounts submitted as the basis for claims for reimbursement will not exceed the amount of actual cash expenditures for lawfully appropriate purposes under the terms of the subaward in question.
- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at any time the Departments' Directors determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, said Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding the Departments for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- D. In all circumstances under which budgetary information is maintained or is required to be maintained for a grant, Subgrantee must be able to reconcile budgetary expenditures to actual costs when required by the Departments.
- E. As a subrecipient of federal funds, Subgrantee hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB 2 CFR 200, 2 CFR 300, 2 CFR 400, as well as 45 CFR 75, 45 CFR 95, and 45 CFR 96, including but not limited to, the following federal rules:
1. Standards for financial management systems: Subgrantee and its subgrantee(s) will comply with the requirements of 2 CFR 200 Subparts (D) and (E), 45 CFR 75.302, and 2 CFR 400.1, including, but not limited to:
 - a. Fiscal and accounting procedures.
 - b. Accounting records.
 - c. Internal control over cash, real and personal property, and other assets.
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts.
 - e. Source documentation; and

f. Cash management.

2. Period of performance and availability of funds: Pursuant to 2 CFR 200.309, 2 CFR 200.343, 45 CFR 75.309, and 2 CFR 400.1, Subgrantee and its subgrantee(s) may charge to the Federal award only costs resulting from obligations incurred during the funding period specified in the notices under Article V-A, above, unless notified by ODJFS that carryover of these balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law and specifications by ODJFS, not to exceed 90 days.
3. Cost sharing or matching: Pursuant to 2 CFR 200.306, 45 CFR 75.306, 2 CFR 200 and 2 CFR 400.1, cost sharing or matching requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.

For Federal programs in which state funds are made available to use as matching funds, the Subgrantee is required to use, in addition to the amounts required under ORC Section 5101.16, additional local funds for matching funds in the event that the state funding allocated for that purpose is exhausted.

4. Program income: Program income must be used as specified in 2 CFR 200.307, 45 CFR 75.307, 2 CFR 200 and 2 CFR 400.1.
 5. Real property: If Subgrantee is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 200.311, 45 CFR 75.318, 2 CFR 200 and 2 CFR 400.1.
 6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 2 CFR 200.313, 45 CFR 75.320, 2 CFR 200 and 2 CFR 400.1.
 7. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 2 CFR 200.314, 45 CFR 75.321, 2 CFR 200 and 2 CFR 400.1.
- F. Subgrantee expressly certifies that neither it, nor any of its principals, is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

ARTICLE VI. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB 2 CFR 200. Subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1, and 2 CFR 200.501, Subgrantee must ensure that the county of which they are a part has an audit with a scope as provided in 2 CFR 200.514 that covers funds received under this Subgrant Agreement. Costs of such audits are allowable as provided in 2 CFR 200.425. Subgrantee must send one (1) copy of the final audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section, at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within two (2) weeks of the Subgrantee's receipt of any such audit report.
- B. Subgrantee has additional responsibilities as an auditee under 45 CFR 75.508, et seq., and OMB Omni-Circular, 2 CFR 200.508, et seq., that include, but are not limited to:
 1. Proper identification of federal awards received.
 2. Maintenance of required internal controls.
 3. Compliance with all state and federal laws, and regulations, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs.

4. Procuring or otherwise arranging for the audit required by this Article in accordance with 2 CFR 200.509, and ensuring it is properly performed and submitted when due in accordance with 2 CFR 200.512.
5. Preparation of appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510.
6. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511; and
7. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this Article. Subgrantee must take prompt action to correct problems identified in an audit.

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Departments' Directors and the Board, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.
 2. Any of the parties may terminate after giving ninety (90) days written notice of termination to the other parties by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
 3. Either of the Departments may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, the Departments will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.
- B. Pursuant to ORC Section 5101.24, 45 CFR 75.371, 2 CFR 200 and 2 CFR 400.1, the Departments may take any or all of the following actions if Subgrantee, or any of its subgrantee(s) materially fails to comply with any term of an award, state and federal laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule.
1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action.
 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance.
 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity.
 4. Withhold further awards for the Subgrant activity; or
 5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.
- C. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:
1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement.

2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities.
 3. Prepare and furnish a report to ODJFS, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other tasks that ODJFS requires.
- D. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, the Departments will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by the Departments of any occurrence of breach or default is not a waiver of subsequent occurrences. If one of the Departments or the Subgrantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other parties, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VIII. NOTICES

- A. Notices to the Departments from Subgrantee that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215.
- B. Notices to the Subgrantee from the Departments concerning any and all matters regarding this Subgrant Agreement, including changes in the amount of funding or in the source of federal funding, will be sent to the Board and other county signatories to this Subgrant Agreement.
- C. All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE IX. AMENDMENT, ADDENDA, AND SUBGRANTS

- A. **Amendment:** This document, along with any related addenda, constitutes the entire agreement between the Departments and Subgrantee with respect to all matters herein. Otherwise, only a document signed by both parties may amend this Subgrant Agreement. The Departments and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

If one of the Departments notices a need for correction of erroneous terms and conditions, ODJFS will immediately send Subgrantee an amended Subgrant Agreement for signature. If Subgrantee notices a need for correction of erroneous terms and conditions, it will immediately notify ODJFS.

- B. **Addenda:** ODJFS will provide information concerning changes to the requirements of this Subgrant Agreement in addenda thereto. Any addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an addendum will constitute acceptance of changes specified therein.
- C. **Subgrants**
 1. Any subgrants made by Subgrantee to another governmental entity, university, hospital, other nonprofit, or commercial organization will be made in accordance with 2 CFR 200, 2 CFR 200.201, 45 CFR 75.352 and 2 CFR 400.1 and will impose the requirements of 45 CFR 75 and 2 CFR 400, as applicable, as well as federal and state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee

- regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of ORC Section 5101.21.
2. **Debarment and Suspension:** As provided in 2 CFR 200, 2 CFR 200.205, 45 CFR 75.212 and 2 CFR 400.1, Subgrantee, its principals, and its subgrantee(s) must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. Prior to making any such award or permitting any such award, Subgrantee must confirm that the party to which the award is proposed to be made is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.
 3. **Procurement:** While Subgrantee and its subgrantee(s) must use their own documented procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 2 CFR 200, 2 CFR 200.320, 2 CFR 400.1, 2 CFR 416.1 and 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
 4. **Monitoring:** Subgrantee must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal and state requirements, including 2 CFR 200, 2 CFR 200.328, 45 CFR 75.342, 2 CFR 400.1, and OAC Section 5101:9-1-88. If Subgrantee discovers that subgrant funding has not been used in accordance with state and federal laws, Subgrantee must take action to recover such funding.
 5. **Duties as Pass-through Entity:** Subgrantee must perform those functions required under state and federal laws as a subrecipient of the Departments under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE X. MISCELLANEOUS PROVISIONS

- A. **Limitation of Liability:** To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall any party be liable for any indirect or consequential damages, even if the Departments or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by the Departments to the Board, to any county signer required by ORC Section 5101.21 (B), or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, the Departments, or any of the officers or employees of the State of Ohio or the Departments.
- D. Subgrantee agrees that no agency, employment, joint venture, or partnership has been or will be created between ODM and Subgrantee. Subgrantee further agrees that, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. Subgrantee agrees that it is for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- E. **Risk Assessment.** In accordance with 2 CFR 200.331 and 2 CFR 200.207, the Departments as a pass-through entity evaluate Subgrantee's risk of noncompliance with federal statutes, regulations, and the terms

and conditions of the subaward. If deemed required, Subgrantee agrees to comply with specific conditions and monitoring requirements posed by the Departments to ensure proper accountability and compliance with program requirements and achievement of performance goals.

- F. Counterpart. This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

Signature Page Follows

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OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT

SIGNATURE PAGE

G-2425-11-6209

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

Warren County DJFS

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES

Arlene Byrd 7/14/2023
CDJFS Director Date

Matthew Damschroder, Director Date

Maureen Jones 7.18.23
County Commissioner Date

OHIO DEPARTMENT OF MEDICAID

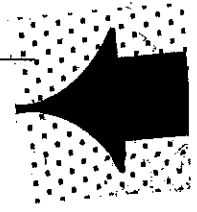
Maureen Corcoran, Director Date

[Signature] 7.18.23
County Commissioner Date

[Signature] 7.18.23
County Commissioner Date

APPROVED AS TO FORM

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



*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0901

Adopted Date July 18, 2023

APPROVE THE CONTRACT WITH CLERMONT COUNTY COMMISISIONERS ON BEHALF OF CLERMONT COUNTY JUVENILE COURT DIVISION ON BEHALF OF THE WARREN COUNTY JUVENILE COURT MARY HAVEN YOUTH CENTER DIVISION

BE IT RESOLVED, to approve the Contract between Clermont County Juvenile Court and Mary Haven Youth Center to provide placement services from July 1, 2023 through June 30, 2024. Copy of said agreement is attached hereto and made a part hereof.

M moved for adoption of the foregoing resolution, being seconded by M. 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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Clermont County
Juvenile (file)
Mary Haven Youth Center (file)
Clermont County Juvenile Court

Contract for Residential Treatment Services
Between the Counties of Warren County, Ohio
and
Clermont County, Ohio
AMENDMENT #6

This Contract Amendment #6 is entered into effective July 1, 2023, by and between the Boards of County Commissioners of the Ohio counties of Warren and Clermont (hereinafter collectively, the "Participating Counties") and the Juvenile Divisions of the Court of Common Pleas of the Participating Counties, through their respective judges.

Whereas, Contract Amendment #5 was executed, May 18, 2022, by and between the Boards of County Commissioners of the Participating Counties and the Juvenile Divisions of the Court of Common Pleas of the participating Counties, through their respective judges extending all terms and conditions of the original Agreement until June 30, 2023, with the right to extend this Agreement on an annual basis.

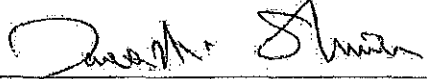
Whereas, in the original agreement, section one states that Warren County agrees to provide and Clermont County agrees to pay if space is available, a per diem of \$200.00 per day/per bed.

Therefore, in consideration of the mutual promises contained herein, the parties agree all other provisions remain in effect as previously agreed to in the original contract. This Agreement shall be effective from July 1, 2023 through June 30, 2024.

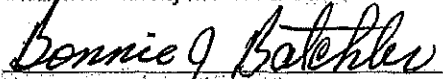
In Witness Whereof, the undersigned parties have set their hands to this Agreement and agree to terms and conditions contained herein.

Approved by:

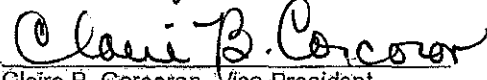
Clermont County Commissioners:


James A. Shriver, Judge
Clermont County Juvenile Court

May 23, 2023
Date


Bonnie J. Batchler, President

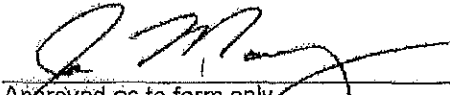
6-7-23
Date


Claire B. Corcoran, Vice President

6-7-23
Date

Absent
David L. Painter, Member

Date


Approved as to form only
Clermont County Prosecutor's Office

5/30/2023
Date

JUN 30 '23 RC

RECEIVED OMB00

Warren County Commissioners:

N/A
Joseph W. Kirby, Judge
Warren County Juvenile Court

Date

Shannon Jones
Shannon Jones, President

7-18-23
Date

David Young
David Young, Vice President

7-18-23
Date

Tom Grossman
Tom Grossman, Member

7-18-23
Date

Kathryn M. H.
Approved as to form only
Warren County Prosecutor's Office

6/30/23
Date

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Clermont

I, James A. Shriver, holding the title and position of Juvenile/Probate Judge at the firm Clermont County Juvenile Court, 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.

James A. Shriver
AFFIANT

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

Lori Teasdale Skalley
(Notary Public),
Clermont County.



My commission expires November 11 20 24

15. IN RE: CLERMONT COUNTY JUVENILE COURT...AMENDMENT #6 TO THE CONTRACT FOR RESIDENTIAL TREATMENT SERVICES BETWEEN THE COUNTIES OF WARREN COUNTY, OHIO, AND CLERMONT COUNTY, OHIO, FOR MALE JUVENILE OFFENDERS...18-0511-008...EXECUTED

Moved by Commissioner Corcoran, seconded by Commissioner Batchler, that the Board of County Commissioners approve the following recommendation:

Recommendation to execute Amendment #6 to the Contract for Residential Treatment Services by and between the Boards of County Commissioners of the Ohio Counties of Warren and Clermont and the Juvenile Divisions of the Court of Common Pleas of Warren and Clermont, through their respective judges, for male juvenile offenders at the Mary Haven Youth Center, a division of Warren County Probate/Juvenile Court, previously ratified by the Board of County Commissioners on 07/12/2017, and subsequently amended five times, for participation in the Response Ability Pathways (RAP) Program, at a rate of \$200.00 per day/per bed, if space is available, effective for the period of 07/01/2023 through 06/30/2024, with all other terms and conditions of the original contract and amendments thereto to remain in full force and effect.

Upon roll call on the foregoing motion, the vote was as follows:

Commissioner Corcoran, Yes; Commissioner Batchler, Yes; Commissioner Painter, Absent.

Resolution

Number 23-0902

Adopted Date July 18, 2023

AUTHORIZE THE PRESIDENT OF THIS BOARD TO EXECUTE A CONTRACT WITH CHOICES, INC FOR FAMILY CONFLICT RESOLUTION SERVICES ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to authorize the President of this Board to execute a contract with Choices, Inc. for Family Conflict Resolution Services, effective July 1, 2023 through June 30, 2024, on behalf of the Warren County Juvenile Court.

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

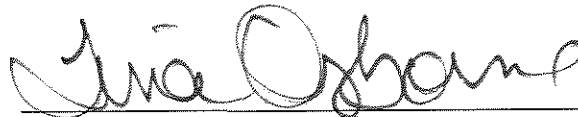
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Choices Inc.
Juvenile Court (file)

CONTRACT FOR SPECIALIZED CARE SERVICES

Family Conflict Resolution Services

This Contract is made between CHOICES, Inc (hereinafter referred to as "Provider"), with its offices located at 1785 Big Hill Road, Dayton, Ohio 45439, and Warren County Board of Commissioners on behalf of Warren County Juvenile Court (hereinafter collectively referred to as "the County") located at 900 Memorial Drive Lebanon, Ohio 45036. The following circumstances are present at the time of this Contract.

WHEREAS, the County requires specialized care services and

WHEREAS, the Provider is able to provide specialized services.

NOW, THEREFORE, it is agreed that:

I. DUTIES OF PROVIDER:

To provide family conflict resolution services including but not be limited to:

- Family conflict resolution services will be provided to assist families in de-escalating crisis between caregiver and child(ren) by encouraging conflict resolutions services for the family in their home and in an office-based setting when appropriate. When CHOICES receives the referral for services from the Court a CHOICES intake worker reaches out to the family within 24 hours of receipt of the referral to schedule the initial intake appointment. During the initial intake appointment, the Family Strengths and Needs assessment is conducted with the family. This assessment will identify strengths of individuals and families, and resources that may have been utilized in the past, as well as those currently being accessed. Challenges and potential barriers to successful family interactions will also be identified and will guide short-term goal setting.

During the initial intake appointment, the Service plan is also established which includes short-term goals and objectives which are congruent with expectations outlined in the Court case plan if applicable. These goals will include activities and expectations of the family and the support CHOICES Inc. will provide to the family to reach the goals, with the ultimate outcomes being positive family interactions and family preservation.

Family Conflict services provided to families will include a variety of activities. Educational and skill building activities will be conducted during face-to-face contacts. Such services could include, teaching problem solving skills, de-escalation techniques,

conflict resolution skills, behavior modification and developmentally appropriate discipline approaches. Any of the above-mentioned services will be billed to Medicaid if the youth in the home has a mental health diagnosis and the education being given or skill being taught can directly relate to the caregiver managing the youth's behavior due to their mental health diagnosis. Organizational skills, budgeting, goal setting skills, phone calls, researching resources for families and how to access them, household management skills and providing education regarding stages of development more than likely will be non-Medicaid billable and would be billed to the contract. These activities would teach concrete skills to parents or caretakers so that they might be able to more effectively manage behaviors and operate a functional household. Furthermore, families will be encouraged to use face-to-face meetings as a forum to address issues in a planned, non-crisis-oriented setting, thus supporting the development of trusting, caring relationships. In addition to teaching and skill building activities, the organization will also facilitate linkage of the family with needed services, provide crisis intervention, and coordinate services with CSD. Each family will be familiarized with services available to them, within fifteen miles of their family home whenever possible, and independent of this organization. They will also be instructed, and shown when appropriate, how to access these resources.

Additionally, crisis intervention services will be available to each family twenty-four hours a day, seven days a week, via phone and face-to-face when necessary. Paperwork and planning activities such as phone calls, researching resources for families and how to access them, and service plan development will be provided when appropriate.

- Services from this program include 2-3 hours of direct contact with the family for 12-16 weeks. Success of the program is measured by participation and whether goals identified are met by the family.
- Written reports. CHOICES, Inc will provide all information as required by Juvenile Court.

II. LENGTH OF CONTRACT:

This Contract shall become effective on July 1, 2023 and shall remain in force and effect up to and including June 30, 2024, unless terminated as provided herein.

III. POLICY OF NON-DISCRIMINATION:

Provider and its staff will act in a nondiscriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex, or handicap.

IV. RELATIONSHIP OF PARTIES:

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

V. GOVERNING LAW:

This Contract 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 fully performed in the State of Ohio.

VI. INDEMNIFICATION:

Provider will defend, indemnify, protect, and save the County 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 Provider, its agents, employees, licensees, contractors, or subcontractors; (b) the failure of the Provider, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of the Provider, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

The parties further recognize that (i) the parties are autonomous organizations, (ii) the parties have independent and separate boards of directors and officers responsible to manage their operations and affairs, (iii) the parties have their own separate assets, (iv) the parties do not own each other or any interests therein, (v) the parties have the right and power to hire, supervise and fire their own employees, (vi) the parties have the function of carrying out and supervising their services under this Contract, and (viii) the parties do not control the day-to-day operations and affairs of the other parties.

VII. PARTIES:

Whenever the terms "Provider", "County" and "Fiscal Agent" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of Provider, County and Fiscal Agent.

VIII. COMPLIANCE WITH LAWS AND REGULATIONS:

In providing all services pursuant to this Contract, the parties shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of specialized care services and shall maintain all applicable State licensure and certification.

IX. COMPENSATION AND NOTICES:

The Provider shall be compensated at the rate of \$93.55 per hour of service. Said contract shall exceed \$50,000 without prior approval of the County. All services will be billed to Medicaid when appropriate, prior to being billed to the contract.

Provider shall invoice:

TO: Warren County Juvenile Court
Attention: Laura Schneckner
900 Memorial Drive
Lebanon, Ohio 45036
Phone Number:513-695-1615
Email: laura.schneckner@co.warren.oh.us

Invoices shall be sent to the Court on a monthly basis.

X. INSURANCE:

Provider shall carry \$1,000,000 comprehensive general or professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. Provider further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, Provider shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

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

Provider shall carry automobile liability insurance for all such vehicles used to transport the minor child, whether such vehicles are owned by the Provider, its agents or employees, in an amount of at least \$300,000 combined single limit coverage and in an amount of at least \$1,000,000 for vans and buses combined single limit coverage and shall provide the County with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract. Provider further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, Provider shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

Failure to produce or maintain valid certificates of insurance as provided herein shall be cause for termination of this Contract by the County.

XI. ENTIRE CONTRACT:

This Contract contains the entire contract between the Provider and the County with respect to the subject matter thereof and supersedes all prior written or oral contracts between the parties. No representations, promises, understandings, contracts, or otherwise, not herein contained shall be of any force or effect.

XII. MODIFICATION OR AMENDMENT:

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

XIII. CONSTRUCTION:

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall

XIV. WAIVER:

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract.

The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

XV. ASSIGNMENT, SUCCESSORS AND ASSIGNS:

Neither party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other, subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

XVI. HEADINGS:

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

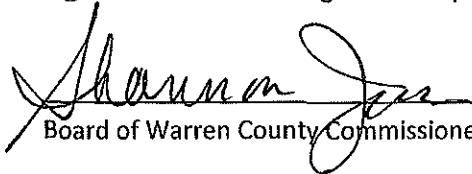
XVII. TERMINATION:

This Contract may be terminated at any time with or without cause by any party upon fourteen (14) days written notice to the other party or parties

IN WITNESS WHEREOF, the parties hereto have executed this contract by their duly authorized representatives on the dates shown below.

This Contract is entered into by Resolution No. 23-0902 of Warren County Board of Commissioners dated 7-18-23.

Signed and acknowledged in the presence of:


Board of Warren County Commissioners _____ 7-18-23
Date

CHOICES, Inc


Jane Anderson, Executive Director _____ 6/13/23
Date
CHOICES, Inc

Approved as to Form:


Adam M. Nide _____ 6/23/23
Date
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Montgomery

I, Jane Anderson, holding the title and position of Executive Director at the firm CHOICES INC, 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.

Jane Anderson
AFFIANT

Subscribed and sworn to before me this 24 day of June 2023

T Miller
(Notary Public),

Montgomery County.

My commission expires January 27 2028



TINA M. MILLER
Notary Public, State of Ohio
My Commission Expires 01-27-2028

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0903

Adopted Date July 18, 2023

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:

Sophia Learning Center
4774 Foxdale Dr.
Kettering OH, 45429

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 18th day of July 2023.

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 18 day of July, 2023, 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, **Sophia Learning Center 4774 Foxdale Dr. Kettering Ohio, 45429** hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Summer Youth Employment Program from date of action by the Board of Commissioners through June 30, 2024.

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:

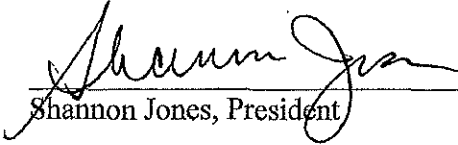
- A. OMJWC in conjunction with Southwest Ohio Council of Governments will provide youth recruitment, intake and job placement; payroll preparation and distribution; youth counseling; worksite visitation/evaluation; and other TANF Work Experience Program services for youth and technical assistance to 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.

Work Experience Program records and/or the participant's file: name and age of participant, application, employment questionnaire, job location, job title and job description. Worksite information will be included in Attachment A of the Worksite Agreement. Additional participants may be added throughout the duration of the Worksite Agreement.

- D. Youth may be required to attend TANF Summer Youth required training sessions and seminars. These will be scheduled in advance in collaboration with the Worksite Supervisor and the TANF Work Experience Program Supervisor and Coordinator. In the event that a session takes place during the youth's regularly scheduled work time, the total time spent in paid training cannot exceed the number of hours permitted for that particular day as specified in this agreement.
- E. OMJWC or its authorized representative, the Secretary of Labor or his/her authorized representative(s) and the Governor of the State of Ohio or his/her authorized representative(s) may at all times have the right to access, and inspect when necessary and without prior notice, the place of work under this agreement and any records pertinent to this agreement, to assure the progress and quality of training or to determine compliance with the agreement's terms.
- F. The Worksite agrees that the services of the TANF Work Experience Program participants will not displace regular employees, but will be used to augment the regular workforce or for special programs designed for youth. Further, any Worksite that has laid-off an employee within a requested job classification will not have its request filled until twelve months from the date that the lay-off occurred.
- G. The Worksite agrees that youth will not be involved in programs or activities which are in violation of Federal or State regulations, as amended, governing religious/sectarian or political activities.
- H. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, the Board of Warren County Commissioners and their employees from liability of any nature arising from the participation in TANF Summer Youth funded programs, including, but not limited to: cost and expenses for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property resulting in whole or in part from negligent performance or omission of an employee, agent or representative of the Worksite, as well as the youth and other individuals working for the Worksite agency pursuant to this agreement.
- I. The Worksite agrees to provide, at their expense, adequate and qualified adult supervision. The Worksite must be responsible for assuring the Worksite Supervisors comply with the requests of the TANF Work Experience Program Coordinator regarding issues related to TANF Work Experience Program participants and in particular, maintain accurate youth timesheets. The Worksite Supervisor will be held responsible for keeping accurate records of hours worked by each youth.

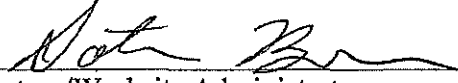
IN WITNESS WHEREOF, the parties have executed this Agreement on this 18
day of July, 2023.

WARREN COUNTY BOARD OF COMMISSIONERS:


Shannon Jones, President

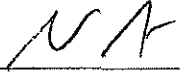
WORKSITE:

Sophia Learning Center
Worksite Name

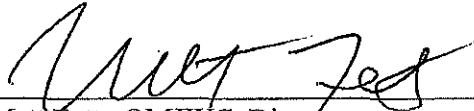
 06/23/23
Signature/Worksite Administrator Date

Operations / PR
Title of Worksite Administrator

If applicable, an Organized Labor Representative should review this agreement and stipulate by his/her signature below that he/she has read, understands, and voluntarily concurs with the execution of the Worksite Agreement.

 _____
Signature of Authorized Organized Labor Representative Date

WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES

 7/3/23
Matt Fetty OMJWC, Director Date

APPROVED AS TO FORM:


Adam Nice, Assistant Prosecuting Attorney

Resolution

Number 23-0904

Adopted Date July 18, 2023

AUTHORIZE PRESIDENT OF THE BOARD TO ENTER INTO AGREEMENT WITH MENTAL HEALTH RECOVERY BOARD SERVING WARREN AND CLINTON COUNTIES FOR DISBURSEMENT OF GRANT FUNDS, ON BEHALF OF THE WARREN COUNTY SHERIFF

BE IT RESOLVED, to authorize the President of the Board to enter into agreement with the Mental Health Recovery Board Serving Warren and Clinton Counties for disbursement of grant funds; as attached hereto and made a part hereof; and

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

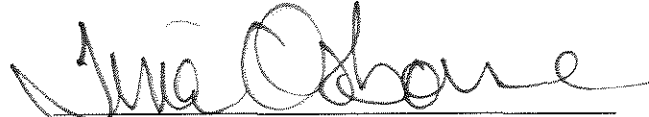
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

AGREEMENT FOR DISBURSEMENT OF GRANT FUNDS

This Agreement (hereinafter "Contract" or "Agreement") is by and between the Mental Health Recovery Board Serving Warren & Clinton Counties, 201 Reading Road, Mason, Ohio 45040 (hereinafter "Board") and the Warren County Board of Commissioners, on behalf of the Warren County Sheriff, 822 Memorial Drive, Lebanon, Ohio 45036 (hereafter "Provider").

Whereas, Board has been directed by OhioMHAS to disburse specified grant funds to grant Providers designated by OhioMHAS for the provision of certain services, programs and/or activities; and,

Whereas, the Parties wish to set forth their respective and mutual responsibilities and obligations in regard to such grant disbursement arrangement.

Now, therefore, the Parties agree as follows:

1. Responsibilities of the Provider

- a. Provider agrees to utilize the funding described herein for the stated purposes and in accordance with all grant requirements, as set forth by OhioMHAS for the Psychotropic Drug Reimbursement Program in accordance with Am. Sub. H.B. No. 49, Am. Sub. H.B. 166, and O.R.C. 5119.19 with Guidelines and Assurances described at <https://mha.ohio.gov/community-partners/criminal-justice/jail-programming/psychotropic-drug-reimbursement-to-county-jails> and the MAT Reimbursement Program for County Jails with Guidelines and Assurances described at <https://mha.ohio.gov/community-partners/criminal-justice/jail-programming/mat-reimbursement-program-for-county-jails> ("Grant Requirements").
- b. Provider shall ensure expenditures of such funds comply with the allowable expenditures and costs set forth in the Grant Requirements.
- c. Provider shall submit to OhioMHAS any reports and information specified in the Grant Requirements in accordance with the stated due dates.
- d. Provider shall invoice Board for the total reimbursement amount via email to: invoices@mhrbwcc.org for the "Psychotropic Drug Reimbursement Program" and the "Medication Assisted Treatment Drug Reimbursement Program".
- e. Provider shall be responsible for maintaining records related to the grant funding and is solely accountable to OhioMHAS for grant-related expenditures and program implementation.

2. Responsibilities of Board

- a. Upon receipt of the invoice described in Section 1, Board shall promptly disburse funds to Provider.
- b. The total amount of funds to be disbursed pursuant to this Agreement shall not exceed the OhioMHAS allocation.
- c. Board responsibility and obligation in regard to grant funds and program implementation is limited to the receipt and disbursement of the OhioMHAS-awarded funds. Per OhioMHAS, the Board's role in the disbursement of funds does not meet the definition of a pass-through entity as defined in 2 CFR 200.1. OhioMHAS shall perform any and all monitoring, reporting, fiduciary and other obligations related to oversight of the grant.
- d. Board will act at the direction of OhioMHAS in regard to the disbursement or withholding of funds.

e. Board will notify Provider of any included Federal Funds and Sub-Recipient information and requirements will be sent to Provider by the Board.

3. Term of Agreement

The term of this Agreement will begin on July 1, 2023 and end on June 30, 2024 unless terminated earlier in accordance with the termination provisions set forth in this Agreement.

4. Information and Audits

Provider shall retain all documentation related to program implementation and funding under this Agreement.

Provider shall comply with all audit requirements related to the grant funds.

5. Relationship of the Parties

The Parties are fully autonomous and neither Party is an agent, representative, employee or partner of the other Party. This Agreement shall not be interpreted or construed to create an association, agency, employment, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

6. Non-Discrimination

Provider affirms that its employees, subcontractors and any person acting on behalf of Provider and its subcontractors shall not discriminate in its employment practices, in any manner, on the basis of race, color, religion, sex, age, disability, genetic information, military status, national origin, or ancestry and shall provide a work-place free of discrimination and harassment.

7. Liabilities of the Parties

Each Party agrees to accept and be responsible for its own acts or omissions, as well as the acts or omissions of its employees and agents, in complying with the terms of this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for professional acts or omissions onto the other Party. All losses, costs, or damages which may occur or be claimed with respect to any person or persons, corporation, property or chattels resulting from activities of a Party pursuant to this Agreement shall be the responsibility of that Party as such liabilities may be determined by a Provider of law or pursuant to any other appropriate procedures.

Notwithstanding the foregoing, the Parties agree and understand that Board has no responsibilities, including but not limited to any fiduciary oversight or responsibility, in regard to the grant funding or implementation other than the receipt and disbursement of the funds as described in Section 2.

8. Applicable Law

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

9. Termination

This Agreement may be terminated immediately with the mutual written consent of the Parties or by either Party with 30 days advance written notice to the other Party. Disbursement of funds will terminate immediately if required by OhioMHAS.

10. Entirety of Agreement

It is acknowledged by the Parties that this Agreement, together with all parts incorporated herein by reference or attachment hereto, represents the entire agreement between the Parties and supersedes any and all previous written or oral agreements between the Parties concerning the subject matter of this Agreement.

11. Amendment

No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument and signed by the Parties.

12. No Third Party Beneficiaries/Assignment

Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities. Neither Party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other.

13. Severability

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

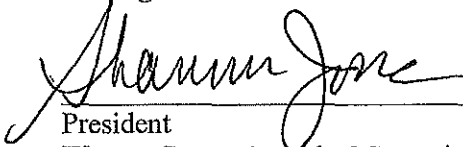
IN WITNESS WHEREOF, the Parties hereto have hereby executed this Agreement as of the dates set forth below.



Colleen Chamberlain, Executive Director
Mental Health Recovery Board
Serving Warren & Clinton Counties

6/23/23

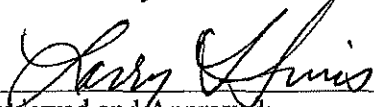
Date



President
Warren County Board of Commissioners

7.18.23

Date



Reviewed and Approved:
Larry L. Sims
Warren County Sheriff

06/23/2023

Date

Resolution

Number 23-0905

Adopted Date July 18, 2023

ENTER INTO AN AGREEMENT WITH AXON ENTERPRISE, INC. TO PROVIDE IN-CAR CAMERA SYSTEM AND STORAGE, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to approve and authorize the Board to sign an agreement with AXON Enterprise, Inc. to provide in-car camera system and storage, on behalf of the Warren County Sheriff's Office, as attached hereto and made a part hereof.

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

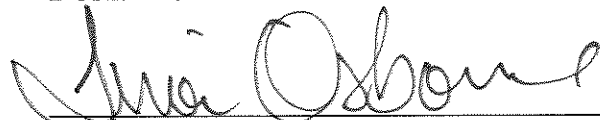
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a –AXON Enterprise, Inc.
Sheriff (file)



Master Services and Purchasing Agreement between Axon and Agency (Online)

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

7.1. Limited Warranty; Disclaimer. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. All software and Axon Cloud Services, are provided "**AS IS,**" without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon ("**Third-Party Products**") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

Title: Master Services and Purchasing Agreement between Axon and Agency (online)

Department: Legal

Version: 15.0

Release Date: 1/27/2023

Page 1 of 39



- 7.2. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.
- 7.2.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.3. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.4. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.
- 7.4.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.
- 7.4.2. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.
- 7.5. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.6. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.7. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.
8. **Statement of Work.** --section was removed in its entirety
9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.



Master Services and Purchasing Agreement between Axon and Agency (Online)

10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon shall provide liability insurance coverage as follows:
Axon shall carry Commercial General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. [if applicable] Axon shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate. Axon further agrees that if any Commercial General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Axon shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.
By endorsement to the Commercial General Liability or Professional Liability coverage, Warren County shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Commercial General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.
Axon shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Warren County in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the Warren County not less than 30 days prior to said cancellation date. Axon shall also deliver to Warren County, at least prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.
Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** This section was removed in its entirety.

Master Services and Purchasing Agreement between Axon and Agency (Online)

15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of Axon Devices; (d) to ensure Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination.**

16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality.** "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General.**

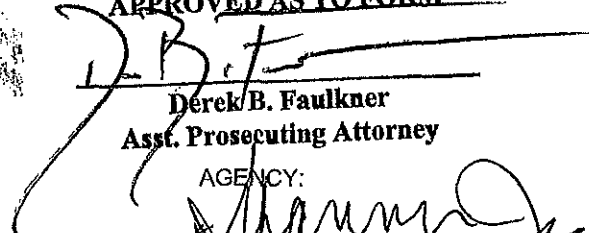
18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.



18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

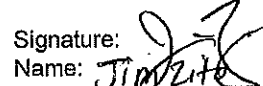


- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12 **Entire Agreement.** This Agreement, including the Appendices listed below and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties. The following Appendices and their terms are the exclusive Appendices applicable to this Agreement. Any Appendix not listed and its terms are not applicable to this Agreement. The exclusive Appendices applicable to this Agreement are:
 - Axon Cloud Services Terms of Use Appendix
 - Axon Customer Experience Improvement Program Appendix
 - Per section 1 of the Axon Customer Experience Improvement Program Appendix, the Warren County Sheriff's Office revokes its consent to participate in ACEIP Tier 1. In addition, the Warren County Sheriff's Office does not check the box on the second page of the Appendix and will not enroll in the ACEIP Tier 2. Axon will not enroll the Warren County Sheriff's Office in either the ACEIP Tier 1 or Tier 2.
 - Professional Services Appendix
 - Axon Auto-Tagging Appendix
 - Axon Fleet Appendix
 - Add-on Services Appendix

APPROVED AS TO FORM


Derek B. Faulkner
 Asst. Prosecuting Attorney

AGENCY:

 Signature: 
 Name: **Larry L Sims**
 Title: **Sheriff**
 Date: **07-16-2023**

AXON:
 Axon Enterprise, Inc.
 Signature: 
 Name: **J. P. White**
 Title: **SVP, Accounting/Finance**
 Date: **7/11/2023**



Axon Cloud Services Terms of Use Appendix

1. Definitions.

- 1.1. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
 - 1.2. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
 - 1.3. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
 - 1.4. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("TASER Data"). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
- 5.1. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
 - 5.2. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.



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7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.
9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - 12.1. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**")
 - 12.2. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - 12.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
 - 12.4. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.



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13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - 13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
14. **After Termination.** Axon will not delete Agency Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 90 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "ACEIP Content"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("Privacy Preserving Technique(s)"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("New Use Case").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.



Master Services and Purchasing Agreement for Agency

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7. Was removed in its entirety

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- 8. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 9. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 10. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
- 11. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
- 12. **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 13. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, and Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. **Wireless Offload Server.**
 - 4.1 **License Grant** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.



5. **Axon Vehicle Software.**

- 5.1. License Grant. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
- 5.2. Restrictions. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as schedule on the Quote.

7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

- 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
- 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
- 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Add-on Services Appendix

This Appendix applies if Axon Citizen for Communities, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-456149-45117.641KH

Issued: 07/10/2023

Quote Expiration: 08/25/2023

Estimated Contract Start Date: 11/01/2023

Account Number: 113156

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
822 Memorial Drive 822 MEMORIAL DR LEBANON, OH 45036-2355 USA	Warren County Sheriff's Office - OH 822 MEMORIAL DR LEBANON OH 45036-2355 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hites Phone: Email: khites@axon.com Fax:	Nicholas Marconi Phone: (513) 695-1280 Email: nicholas.marconi@wcooh.org Fax: (513) 695-1882

Quote Summary

Program Length	60 Months
TOTAL COST	\$511,261.30
ESTIMATED TOTAL W/ TAX	\$511,261.30

Discount Summary

Average Savings Per Year	\$6,896.58
TOTAL SAVINGS	\$34,482.92

Payment Summary

Date	Subtotal	Tax	Total
Oct 2023	\$258,727.46	\$0.00	\$258,727.46
Oct 2024	\$63,133.46	\$0.00	\$63,133.46
Oct 2025	\$63,133.46	\$0.00	\$63,133.46
Oct 2026	\$63,133.46	\$0.00	\$63,133.46
Oct 2027	\$63,133.46	\$0.00	\$63,133.46
Total	\$511,261.30	\$0.00	\$511,261.30

Quote Unbundled Price:	\$545,744.22
Quote List Price:	\$719,645.22
Quote Subtotal:	\$511,261.30

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B	Fleet 3 Basic	36	60	\$116.82	\$161.41	\$109.60	\$236,736.00	\$0.00	\$236,736.00
Fleet3B	Fleet 3 Basic	5	60	\$116.82	\$161.41	\$109.60	\$32,880.00	\$0.00	\$32,880.00
Fleet3B	Fleet 3 Basic	24	60	\$116.82	\$161.41	\$109.60	\$157,824.00	\$0.00	\$157,824.00
A la Carte Hardware									
72036	FLEET 3 STANDARD 2 CAMERA KIT	2			\$2,695.00	\$0.00	\$0.00	\$0.00	\$0.00
71210	FLEET DOOR TRIGGER HARDWARE, US	65			\$18.60	\$18.60	\$1,209.00	\$0.00	\$1,209.00
72035	FLEET 3 WIRELESS MIC KIT	65			\$702.60	\$702.60	\$45,669.00	\$0.00	\$45,669.00
A la Carte Services									
100696	FLEET 3 DEPLOYMENT SERVICE (1 WEEK)	1			\$30,000.00	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00
A la Carte Warranties									
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	2	49		\$9.54	\$0.00	\$0.00	\$0.00	\$0.00
80384	EXT WARRANTY, FLEET 3, WIRELESS MIC KIT	65	49		\$2.18	\$2.18	\$6,943.30	\$0.00	\$6,943.30
Total							\$511,261.30	\$0.00	\$511,261.30

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic	70112	AXON SIGNAL UNIT	36	10/01/2023
Fleet 3 Basic	70112	AXON SIGNAL UNIT	5	10/01/2023
Fleet 3 Basic	70112	AXON SIGNAL UNIT	24	10/01/2023
Fleet 3 Basic	72036	FLEET 3 STANDARD 2 CAMERA KIT	36	10/01/2023
Fleet 3 Basic	72036	FLEET 3 STANDARD 2 CAMERA KIT	24	10/01/2023
Fleet 3 Basic	72036	FLEET 3 STANDARD 2 CAMERA KIT	5	10/01/2023
A la Carte	71210	FLEET DOOR TRIGGER HARDWARE, US	65	10/01/2023
A la Carte	72035	FLEET 3 WIRELESS MIC KIT	65	10/01/2023
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT	2	10/01/2023

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	FLEET, VEHICLE LICENSE	36	11/01/2023	10/31/2028
Fleet 3 Basic	80400	FLEET, VEHICLE LICENSE	5	11/01/2023	10/31/2028
Fleet 3 Basic	80400	FLEET, VEHICLE LICENSE	24	11/01/2023	10/31/2028
Fleet 3 Basic	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	72	11/01/2023	10/31/2028
Fleet 3 Basic	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	48	11/01/2023	10/31/2028
Fleet 3 Basic	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	10	11/01/2023	10/31/2028

Services

Bundle	Item	Description	QTY
A la Carte	100696	FLEET 3 DEPLOYMENT SERVICE (1 WEEK)	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	36	10/01/2024	10/31/2028
Fleet 3 Basic	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	5	10/01/2024	10/31/2028
Fleet 3 Basic	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	24	10/01/2024	10/31/2028
A la Carte	80384	EXT WARRANTY, FLEET 3, WIRELESS MIC KIT	65	10/01/2024	10/31/2028
A la Carte	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	2	10/01/2024	10/31/2028
Fleet 3 Basic	80379	EXT WARRANTY, AXON SIGNAL UNIT	36	05/15/2025	10/31/2028
Fleet 3 Basic	80379	EXT WARRANTY, AXON SIGNAL UNIT	24	05/15/2025	10/31/2028
Fleet 3 Basic	80379	EXT WARRANTY, AXON SIGNAL UNIT	5	05/15/2025	10/31/2028

Payment Details

Oct 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Deerfield Software Yr 1	Fleet3B	Fleet 3 Basic	24	\$23,310.80	\$0.00	\$23,310.80
South Lebanon Software Yr 1	Fleet3B	Fleet 3 Basic	5	\$4,856.42	\$0.00	\$4,856.42
WCSO Hardware + Install Upfront Payment	100696	FLEET 3 DEPLOYMENT SERVICE (1 WEEK)	1	\$30,000.00	\$0.00	\$30,000.00
WCSO Hardware + Install Upfront Payment	71210	FLEET DOOR TRIGGER HARDWARE, US	65	\$1,209.00	\$0.00	\$1,209.00
WCSO Hardware + Install Upfront Payment	72035	FLEET 3 WIRELESS MIC KIT	65	\$45,669.00	\$0.00	\$45,669.00
WCSO Hardware + Install Upfront Payment	72036	FLEET 3 STANDARD 2 CAMERA KIT	2	\$0.00	\$0.00	\$0.00
WCSO Hardware + Install Upfront Payment	80384	EXT WARRANTY, FLEET 3, WIRELESS MIC KIT	65	\$6,943.30	\$0.00	\$6,943.30
WCSO Hardware + Install Upfront Payment	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	2	\$0.00	\$0.00	\$0.00
WCSO Hardware + Install Upfront Payment	Fleet3B	Fleet 3 Basic	36	\$61,904.88	\$0.00	\$61,904.88
WCSO Hardware + Install Upfront Payment	Fleet3B	Fleet 3 Basic	24	\$41,269.92	\$0.00	\$41,269.92
WCSO Hardware + Install Upfront Payment	Fleet3B	Fleet 3 Basic	5	\$8,597.90	\$0.00	\$8,597.90
WCSO Software Yr 1	Fleet3B	Fleet 3 Basic	36	\$34,966.24	\$0.00	\$34,966.24
Total				\$258,727.46	\$0.00	\$258,727.46

Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Deerfield Software Yr 2	Fleet3B	Fleet 3 Basic	24	\$23,310.82	\$0.00	\$23,310.82
South Lebanon Software Yr 2	Fleet3B	Fleet 3 Basic	5	\$4,856.42	\$0.00	\$4,856.42
WCSO Software Yr 2	Fleet3B	Fleet 3 Basic	36	\$34,966.22	\$0.00	\$34,966.22
Total				\$63,133.46	\$0.00	\$63,133.46

Oct 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Deerfield Software Yr 3	Fleet3B	Fleet 3 Basic	24	\$23,310.82	\$0.00	\$23,310.82
South Lebanon Software Yr 3	Fleet3B	Fleet 3 Basic	5	\$4,856.42	\$0.00	\$4,856.42
WCSO Software Yr 3	Fleet3B	Fleet 3 Basic	36	\$34,966.22	\$0.00	\$34,966.22
Total				\$63,133.46	\$0.00	\$63,133.46

Oct 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Deerfield Software Yr 4	Fleet3B	Fleet 3 Basic	24	\$23,310.82	\$0.00	\$23,310.82
South Lebanon Software Yr 4	Fleet3B	Fleet 3 Basic	5	\$4,856.42	\$0.00	\$4,856.42
WCOS Software Yr 4	Fleet3B	Fleet 3 Basic	36	\$34,966.22	\$0.00	\$34,966.22
Total				\$63,133.46	\$0.00	\$63,133.46

Oct 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Deerfield Software Yr 5	Fleet3B	Fleet 3 Basic	24	\$23,310.82	\$0.00	\$23,310.82
South Lebanon Software Yr 5	Fleet3B	Fleet 3 Basic	5	\$4,856.42	\$0.00	\$4,856.42
WCOS Software Yr 5	Fleet3B	Fleet 3 Basic	36	\$34,966.22	\$0.00	\$34,966.22
Total				\$63,133.46	\$0.00	\$63,133.46

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcwell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

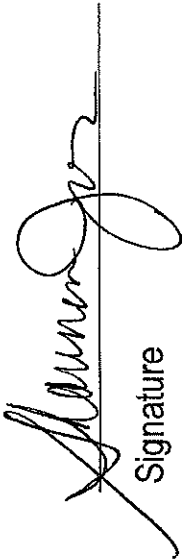
Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

A handwritten signature in black ink, appearing to read "Damon J. ...", written over a horizontal line.

Signature

7-18-23

Date Signed

7/10/2023





Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-456602-45117.641KH

Issued: 07/10/2023

Quote Expiration: 08/25/2023

Estimated Contract Start Date: 09/01/2023

Account Number: 113156

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
822 Memorial Drive 822 MEMORIAL DR LEBANON, OH 45036-2355 USA	Warren County Sheriffs Office - OH 822 MEMORIAL DR LEBANON OH 45036-2355 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hites Phone: Email: khites@axon.com Fax:	Nicholas Marconi Phone: (513) 695-1280 Email: nicholas.marconi@wcooh.org Fax: (513) 695-1882

Quote Summary

Program Length	60 Months
TOTAL COST	\$157,093.77
ESTIMATED TOTAL W/ TAX	\$157,093.77

Discount Summary

Average Savings Per Year	\$546.77
TOTAL SAVINGS	\$2,733.83

Payment Summary

Date	Subtotal	Tax	Total
Aug 2023	\$31,418.73	\$0.00	\$31,418.73
Aug 2024	\$31,418.76	\$0.00	\$31,418.76
Aug 2025	\$31,418.76	\$0.00	\$31,418.76
Aug 2026	\$31,418.76	\$0.00	\$31,418.76
Aug 2027	\$31,418.76	\$0.00	\$31,418.76
Total	\$157,093.77	\$0.00	\$157,093.77

Quote Unbundled Price: \$159,827.60
 Quote List Price: \$159,827.60
 Quote Subtotal: \$157,093.77

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
73682	AUTO TAGGING LICENSE	65	60		\$9.76	\$9.76	\$38,064.00	\$0.00	\$38,064.00
ProLicense	Pro License Bundle	16	60		\$42.91	\$42.25	\$40,559.84	\$0.00	\$40,559.84
BasicLicense	Basic License Bundle	4	60		\$16.87	\$16.25	\$3,900.00	\$0.00	\$3,900.00
BasicLicense	Basic License Bundle	18	60		\$16.87	\$16.25	\$17,550.00	\$0.00	\$17,550.00
BasicLicense	Basic License Bundle	27	60		\$16.87	\$16.25	\$26,325.00	\$0.00	\$26,325.00
ProLicense	Pro License Bundle	6	60		\$42.91	\$42.25	\$15,209.94	\$0.00	\$15,209.94
ProLicense	Pro License Bundle	1	60		\$42.91	\$42.25	\$2,534.99	\$0.00	\$2,534.99
A la Carte Services									
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
85144	AXON STARTER	1			\$9,950.00	\$9,950.00	\$9,950.00	\$0.00	\$9,950.00
Total:							\$157,093.77	\$0.00	\$157,093.77

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	27	09/01/2023	08/31/2028
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	4	09/01/2023	08/31/2028
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	18	09/01/2023	08/31/2028
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	27	09/01/2023	08/31/2028
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	4	09/01/2023	08/31/2028
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	18	09/01/2023	08/31/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	48	09/01/2023	08/31/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	3	09/01/2023	08/31/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	18	09/01/2023	08/31/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	16	09/01/2023	08/31/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	6	09/01/2023	08/31/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	09/01/2023	08/31/2028
A la Carte	73682	AUTO TAGGING LICENSE	65	09/01/2023	08/31/2028

Services

Bundle	Item	Description	QTY
A la Carte	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
A la Carte	85144	AXON STARTER	1

Payment Details

Aug 2023						
Invoice/Plan	Item	Description	Qty	Subtotal	Tax	Total
Deerfield Yr 1	BasicLicense	Basic License Bundle	18	\$3,509.99	\$0.00	\$3,509.99
Deerfield Yr 1	ProLicense	Pro License Bundle	6	\$3,041.99	\$0.00	\$3,041.99
South Lebanon Yr 1	BasicLicense	Basic License Bundle	4	\$779.99	\$0.00	\$779.99
South Lebanon Yr 1	ProLicense	Pro License Bundle	1	\$507.00	\$0.00	\$507.00
WCOS Yr 1	73682	AUTO TAGGING LICENSE	65	\$7,612.80	\$0.00	\$7,612.80
WCOS Yr 1	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
WCOS Yr 1	85144	AXON STARTER	1	\$1,990.00	\$0.00	\$1,990.00
WCOS Yr 1	BasicLicense	Basic License Bundle	27	\$5,265.00	\$0.00	\$5,265.00
WCOS Yr 1	ProLicense	Pro License Bundle	16	\$8,111.96	\$0.00	\$8,111.96
Total				\$31,418.73	\$0.00	\$31,418.73

Aug 2024						
Invoice/Plan	Item	Description	Qty	Subtotal	Tax	Total
Deerfield Yr 2	BasicLicense	Basic License Bundle	18	\$3,510.00	\$0.00	\$3,510.00
Deerfield Yr 2	ProLicense	Pro License Bundle	6	\$3,041.99	\$0.00	\$3,041.99
South Lebanon Yr 2	BasicLicense	Basic License Bundle	4	\$780.00	\$0.00	\$780.00
South Lebanon Yr 2	ProLicense	Pro License Bundle	1	\$507.00	\$0.00	\$507.00
WCOS Yr 2	73682	AUTO TAGGING LICENSE	65	\$7,612.80	\$0.00	\$7,612.80
WCOS Yr 2	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
WCOS Yr 2	85144	AXON STARTER	1	\$1,990.00	\$0.00	\$1,990.00
WCOS Yr 2	BasicLicense	Basic License Bundle	27	\$5,265.00	\$0.00	\$5,265.00
WCOS Yr 2	ProLicense	Pro License Bundle	16	\$8,111.97	\$0.00	\$8,111.97
Total				\$31,418.76	\$0.00	\$31,418.76

Aug 2025						
Invoice/Plan	Item	Description	Qty	Subtotal	Tax	Total
Deerfield Yr 3	BasicLicense	Basic License Bundle	18	\$3,510.00	\$0.00	\$3,510.00
Deerfield Yr 3	ProLicense	Pro License Bundle	6	\$3,041.99	\$0.00	\$3,041.99
South Lebanon Yr 3	BasicLicense	Basic License Bundle	4	\$780.00	\$0.00	\$780.00
South Lebanon Yr 3	ProLicense	Pro License Bundle	1	\$507.00	\$0.00	\$507.00
WCOS Yr 3	73682	AUTO TAGGING LICENSE	65	\$7,612.80	\$0.00	\$7,612.80
WCOS Yr 3	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
WCOS Yr 3	85144	AXON STARTER	1	\$1,990.00	\$0.00	\$1,990.00
WCOS Yr 3	BasicLicense	Basic License Bundle	27	\$5,265.00	\$0.00	\$5,265.00
WCOS Yr 3	ProLicense	Pro License Bundle	16	\$8,111.97	\$0.00	\$8,111.97
Total				\$31,418.76	\$0.00	\$31,418.76

Aug 2026						
Invoice/Plan	Item	Description	Qty	Subtotal	Tax	Total
Deerfield Yr 4	BasicLicense	Basic License Bundle	18	\$3,510.00	\$0.00	\$3,510.00

Aug 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Deerfield Yr 4	ProLicense	Pro License Bundle	6	\$3,041.99	\$0.00	\$3,041.99
South Lebanon Yr 4	BasicLicense	Basic License Bundle	4	\$780.00	\$0.00	\$780.00
South Lebanon Yr 4	ProLicense	Pro License Bundle	1	\$507.00	\$0.00	\$507.00
WCSO Yr 4	73682	AUTO TAGGING LICENSE	65	\$7,612.80	\$0.00	\$7,612.80
WCSO Yr 4	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
WCSO Yr 4	85144	AXON STARTER	1	\$1,990.00	\$0.00	\$1,990.00
WCSO Yr 4	BasicLicense	Basic License Bundle	27	\$5,265.00	\$0.00	\$5,265.00
WCSO Yr 4	ProLicense	Pro License Bundle	16	\$8,111.97	\$0.00	\$8,111.97
Total:				\$31,418.76	\$0.00	\$31,418.76

Aug 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Deerfield Yr 5	BasicLicense	Basic License Bundle	18	\$3,510.00	\$0.00	\$3,510.00
Deerfield Yr 5	ProLicense	Pro License Bundle	6	\$3,041.99	\$0.00	\$3,041.99
South Lebanon Yr 5	BasicLicense	Basic License Bundle	4	\$780.00	\$0.00	\$780.00
South Lebanon Yr 5	ProLicense	Pro License Bundle	1	\$507.00	\$0.00	\$507.00
WCSO Yr 5	73682	AUTO TAGGING LICENSE	65	\$7,612.80	\$0.00	\$7,612.80
WCSO Yr 5	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
WCSO Yr 5	85144	AXON STARTER	1	\$1,990.00	\$0.00	\$1,990.00
WCSO Yr 5	BasicLicense	Basic License Bundle	27	\$5,265.00	\$0.00	\$5,265.00
WCSO Yr 5	ProLicense	Pro License Bundle	16	\$8,111.97	\$0.00	\$8,111.97
Total:				\$31,418.76	\$0.00	\$31,418.76

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

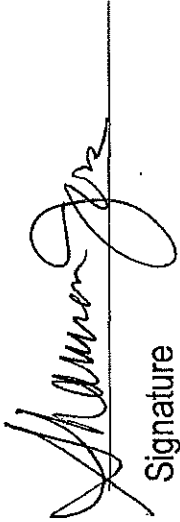
Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

 Signature

7.18.23
Date Signed

7/10/2023



*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0906

Adopted Date July 18, 2023

**AUTHORIZE ACCEPTANCE OF QUOTE FROM BUSINESS COMMUNICATION
SPECIALISTS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS**

WHEREAS, Business Communication Specialists will provide Licensing and Services to add call center functionality for Children Services per quote AAAQ18319-02 for Warren County Telecommunication, as indicated on the attached quote for purchase; and

NOW THEREFORE BE IT RESOLVED, to accept quote from Business Communication Specialists on behalf of Warren County Telecommunications for Licensing and Services to add call center functionality for Children Services; as attached hereto and a part hereof.

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

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

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Business Communication Specialists
Telecom (file)



162 Main Street, Wadsworth, OH 44281
 P: 330.335.7276 • F: 330.335.7275
 www.bcsip.com

QUOTE

Number AAAQ18319-02

Date Jun 22, 2023

Sold To:	Ship To:	Your Sales Rep:
Warren County Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States Phone (513)695-1318 Fax (513)695-2973	Warren County Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States Phone (513)695-1318 Fax (513)695-2973	Doug Domiter 330-335-7276 dougd@bcsip.com

Qty	Description	MSRP	Discount	Unit Price	Ext. Price
9	30122 ECC Inbound Voice License	\$825.00	D40	\$495.00	\$4,455.00
1	30127 ECC Supervisor License	\$825.00	D40	\$495.00	\$495.00
1	95111P Mitel Enterprise Support - Prorated until anniversary date (1 Year No Phones plan)	\$0.00		\$160.00	\$160.00
12	VOIPCONS2018 Design, Configure, Test, Train and Tweak for the Call Center team. On-site included	\$0.00		\$150.00	\$1,800.00

Source Well Contract # (022719-MBS)

This quote has been created based on the facts as Business Communication Specialists knows them regarding the environment being quoted at the time of the quote. The Client agrees to be responsible for the cost of any additional hardware, software, licenses and labor that are a result of a client change request to this quote.

Due to the rapidly changing nature of the computer and IT industry, quotes are guaranteed for 15 days.

See Standard Terms and Conditions for Payment Terms

Signature of Acceptance

Print Name: Shanna Jones

Date: 7-18-23

Signature: [Handwritten Signature]

SubTotal	\$6,910.00
Tax	\$0.00
Shipping	\$0.00
Total	\$6,910.00

Signatory has authority to execute the contract and hereby acknowledges and agrees that the terms and conditions contained within this Quote and Standard Terms and Conditions provided herewith, shall apply to all Customer-executed PO's. The parties agree that facsimile signatures shall be as effective as originals.

APPROVED AS TO FORM

[Handwritten Signature]

Adam M. Nice
 Asst. Prosecuting Attorney



**BUSINESS
COMMUNICATION
SPECIALISTS**

162 Main Street
Wadsworth, OH 44281
Phone: 330.335.7276 Fax: 330.335.7275
www.businesscommunicationspecialists.com

Warren County Standard Terms and Conditions

Thank you for considering Business Communication Specialists (BCS) for your Voice Technology needs. The following are the specific terms of this proposal, with the responsibilities of each party noted. Any of the following terms or conditions that are addressed on this Standard Terms and Conditions will be superseded by the details as specified on the face of the proposal.

Payment Terms

- 1) **Hardware and Software:** 100% of ShoreTel and Extreme hardware and software costs will be paid after delivery of the same (approximately 7 days after receipt of valid invoice).
- 2) **Maintenance, Installation, etc.:** 100% due upon project completion.

Rescheduling Fee

BCS reserves the right to charge a rescheduling fee for scheduled implementations that are postponed by the customer on short notice. If the rescheduling occurs within 7 days of the scheduled time, the fee is \$1,000. If the rescheduling occurs between 8-14 days of the scheduled time, the fee is \$500.

Warranty & Additional Notes

BCS sells only the highest quality of products. All items sold do not have a BCS warranty. Only the manufacturer's warranty will apply. Labor required to facilitate obtaining the warranty replacement will be invoiced according to current standard rates. *Keep all original boxes for the length of warranty per each manufacturer's user manual. BCS is not responsible to refund warranty items without the original box and all accessories. BCS disclaims any and all warranties, express or implied, including but not limited to all warranties of merchantability and fitness for use for a particular purpose with respect to any and all goods/services that are the subject of this contract.*

Technical Support

Additional customer support is provided in a variety of ways depending on the nature of the need. This includes personal assistance over the telephone, on-site visits, remote connection to the users system through telecommunication software, fax back communication and by written documentation. This support is invoiced weekly in 15-minute increments using the applicable rate schedule, with a minimum of one hour for onsite visits. When incidental expense, including, but not limited to, travel, lodging, meals, etc., is incurred for the additional support, customer agrees to reimburse all reasonable costs.

License Agreement

All licenses are a one-time fee with no recurring charges for use of the software as purchased and supplied.

Limit of Remedy:

BCS's entire liability is limited to the amount paid by the customer under the terms of this Agreement and customer hereby waives any and all rights to consequential and/or punitive damages. This contract shall be construed in accordance with the laws of the State of Ohio without resort to conflict of laws principles. In the event that a claim/dispute arises between the parties with respect to this contract, the jurisdiction for this event will be in the County of Warren, Ohio.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0907

Adopted Date July 18, 2023

AUTHORIZE ACCEPTANCE OF QUOTE FROM CENTRAL SQUARE ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR CAD TO ESO INTERFACE

WHEREAS Central Square will provide support for the Central Square CAD to ESO Interface per the attached quote# Q-131791 dated May 8, 2023, for Warren County Telecommunication; and

NOW THEREFORE BE IT RESOLVED, to accept above mentioned quote from Central Square on behalf of Warren County Telecommunications as attached hereto and a part hereof.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Central Square
Telecom (file)



Quote prepared on:
May 08, 2023

Quote prepared by:
Kimberly Willis

kimberly.willis@centralsquare.com

Quote #: Q-131791

Primary Quoted Solution: PSJ Enterprise

Quote expires on: June 30, 2023

Quote prepared for:

Joshua Moyer

Warren County

500 Justice Drive

Lebanon, OH 45036-1308

5136952823

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1. CentralSquare Message Switch Additional Provider (OP) Annual Subscription Fee	1	3,200.00	3,200.00
2. Enterprise CAD ASAP Interface Annual Subscription (OP) Annual Subscription Fee	1	1,750.00	1,750.00
Software Total			4,950.00 USD

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
1. Public Safety Project Management Services - Fixed Fee	1,560.00
2. Public Safety Technical Services - Fixed Fee	7,800.00
Services Subtotal	9,360.00 USD
Discount	-4,680.00 USD
Services Total	4,680.00 USD

QUOTE SUMMARY

Software Subtotal 4,950.00 USD

Services Subtotal 9,360.00 USD

Quote Subtotal 14,310.00 USD

Discount - 4,680.00 USD

Quote Total 9,630.00 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	4,950.00



Quote prepared on:

May 08, 2023

Quote prepared by:

Kimberly Willis

kimberly.willis@centralsquare.com

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

The On Premise Subscriptions purchased under this Quote shall be governed by Exhibit A attached hereto.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Go-Live

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Contract Execution

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

Travel & Living Expenses

- Due as Incurred



Quote prepared on:

May 08, 2023

Quote prepared by:

Kimberly Willis

kimberly.willis@centralsquare.com

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

CentralSquare Technologies, LLC.

Warren County

Signature: Ron A. Anderson

Signature: Shannon Jones

Name: Ron A. Anderson

Name: Shannon Jones

Date: 6/21/2023

Date: 7-18-23

Title: Chief Sales Officer

Title: President

APPROVED AS TO FORM

Derek B. Faulkner
Derek B. Faulkner
Asst. Prosecuting Attorney

ATTACHMENT A

Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote. The term of the subscription shall begin the date the interface is brought live. The subscription shall continue until 11:59 pm on the same calendar date one (1) year after the interface is brought live.

If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
3. **Termination of Access Rights.** Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, CentralSquare will send an invoice to Customer for the reimbursement of all costs related to the audit and any underpayment.

Insurance Requirements

Insurance. Vendor shall provide liability insurance coverage as follows: CentralSquare shall carry Commercial General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 /Aggregate, with no interruption of coverage during the entire term of this Agreement.

CentralSquare further agrees that if any Commercial General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, CentralSquare shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

By endorsement to the Commercial General Liability or coverage, Customer shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Commercial General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted. CentralSquare shall provide Customer with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Customer. Notice of cancellation will be provided in accordance with policy provisions. CentralSquare shall also deliver to Customer, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

CentralSquare shall carry statutory worker's compensation insurance as required by law and shall provide Customer with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement

Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.

Governing Law: This agreement is subject to, and will be governed by, and construed in accordance with the substantive laws in force of the County of Warren, State of Ohio which shall have exclusive jurisdiction over any disputes except in matters of conflict of laws.

Entire Agreement: This agreement represents the entire agreement between the CentralSquare and the Customer. This agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this agreement. this agreement may only be modified or amended in a writing signed by both CentralSquare and the Customer.



Summary of Services

Project: Warren County, OH, Enterprise CAD ASAP Interface, Q-131791

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

Project Scheduling

Parties agree a schedule will be provided for services within sixty (60) days from the execution of the above quote number.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Services Scope of Project

The project includes the following scope of services.

CentralSquare will install and configure the CAD Standard Interface: ASAP Interface in the Production Enterprise CAD system.

Interface Deployment Process

The following are the significant tasks included in this implementation:

<i>Major Task</i>	<i>Description</i>
Schedule	Central Square and the Client will schedule the Interface Implementation Tasks. Any required Code Tables, configurations and Templates must be built as a Pre-requisite for Interface testing to begin
Configuration Documentation	Central Square will provide a configuration document to the Client.
Review	An in-depth review between CentralSquare and the client SME will be held. This meeting can be recorded.
Third Party Requirements	Client will arrange Third Party meetings with Central Square and ensure provision of appropriate documentation.
Setup	Central Square will configure any servers and systems needed for the Interface Deployment.
Installation & Configuration	Central Square will install the Interface, configure the interface and dry-run test the Interface



Major Task Description

Functional Testing	Central Square will test the Interface with the client and third parties.
Sign Off	Client Signs off on the Interface
Go Live	The Interface is brought live

Roles and Responsibilities

CentralSquare:

- Central Square consultants will install and configure the Interface.
- Central Square will gather the operational requirements for each of the Custom Interfaces and develop the Configuration Document.
- Central Square will Provide the Configuration Document to the Client for review and approval for custom interfaces only.
- Central Square will Develop Custom Interfaces based on the approved Configuration Document.
- CentralSquare will work with the Client on testing interfaces.
- While not the explicit responsibility of CentralSquare to work directly with third parties on behalf of the Client, CentralSquare may aid the Client to facilitate the communication with third parties where a partnership exists; this includes working with other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be integrated.
- CentralSquare will Install interfaces listed in the Purchase Order.
- CentralSquare will provide documentation or training for Client SMEs on functionality and maintenance of each interface as installed and configured.

Client:

- Client will share with CentralSquare the planning and tasks of creating the interfaces with all third parties.
- Client will act as the primary point of contact with third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be interfaced/integrated.
- Client will provide detailed schema, protocol, query specifications, access to API as needed and available per interface.
- Client will ensure design decisions for custom interfaces are made conclusively and in a timely fashion.
- Client will provide a point of contact for each interface with knowledge and experience of the workflow and data.
- Client is responsible for validating all data transferred into or from CentralSquare Solutions to another application.
- Client will provide Subject Matter Experts (SMEs) familiar with existing data structures in the legacy system to assist with the interface process.
- Client will provide expertise in third-party data, data mapping, and data validation.
- Client will Participate in testing.
- Client will Sign off on the completed Interface.



Specific Agency Requirements for ASAP to PSAP

The state must be approved by The Monitoring Association (TMA) for ASAP and have enabled the ASAP Nlets message keys (ALQ/ALR). States which currently support ASAP to PSAP messages can be found at <https://tma.us/programs/asap/> or by contacting the State Message Switch Representative.

- The Agency must be approved by TMA for ASAP
- Fire only Agencies (defined as Fire Agencies not sharing a PSAP with a Law Enforcement Agency) must contact their State to determine if the State will allow a Fire agency to have a state connection for purposes of supporting the ASAP to PSAP messages.
- The Agency is required by TMA to contract with CommSys, Inc. for onboarding consulting and training services. The agency may contact CommSys, Inc. directly for quotation of these services.

Agencies should request an ASAP on-boarding consultation quote from:

Greg Bonner
gbonner@commsys.com

CommSys, Inc. welcomes any inquiries regarding individual state readiness for ASAP to PSAP or to engage with a customer for TMS ASAP implementation at an agency. – VF “TMS” should be TMA.

Project Management

Even in smaller, less complex projects, there needs to be a point of contact and someone driving a project to successful completion. CentralSquare’s Implementation Methodology ensures a project has the right amount of oversight needed to successfully complete the work, no more no less. A CentralSquare Project Manager will be your point of contact for the scoped work with you to develop a timeline to meet your needs, drive the timeline to completion, work to resolve any issues that may arise during the life of the project, all while keeping you up to date so you have the peace of mind your project is on track for a successful completion.

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

Resolution

Number 23-0908

Adopted Date July 18, 2023

AUTHORIZE ACCEPTANCE OF QUOTE FROM SECURE CYBER DEFENSE, LLC ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR RENEWAL OF ENDPOINT DETECTION AND RESPONSE RFP YEAR 3

WHEREAS, Secure Cyber Defense will provide services for Renewal of Endpoint Detection and Response per Quote # 001814 for Warren County Telecommunications; as indicated in the attached quote; and


NOW THEREFORE BE IT RESOLVED, to accept Quote #001814 from Secure Cyber Defense, LLC on behalf of Warren County Telecommunications for the RFP Year 3 Renewal for Endpoint Detection and Response as attached hereto and a part hereof.

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

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

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 23-0909

Adopted Date July 18, 2023

AUTHORIZE ACCEPTANCE OF QUOTE FROM SECURE CYBER DEFENSE, LLC ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR RENEWAL OF FORTIEDR AND SCD SOAR AGENT TARGETED INTELLIGENCE

WHEREAS, Secure Cyber Defense will provide services for Renewal of FortiEDR and SCD SOAR Agent Targeted Intelligence per Quote # 001813 for Warren County Telecommunications; as indicated in the attached quote; and


NOW THEREFORE BE IT RESOLVED, to accept Quote #001813 from Secure Cyber Defense, LLC on behalf of Warren County Telecommunications for the Renewal for FortiEDR and SCD Soar Agent Targeted Intelligence as attached hereto and a part hereof.

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

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

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0910

Adopted Date July 18, 2023

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE MOBILE DATA OFFICE REMODEL PROPOSAL FOR RJE BUSINESS INTERIORS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, RJE Business Interiors has provided Final Proposal 36287 for Mobile Data Office Remodel as part of the office Remodel Project; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the Mobile Data Office Remodel Proposal on behalf of Warren County Telecommunications as attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—RJE Business Interiors
Telecom (file)



Final Proposal
 Cincinnati
 623 Broadway St
 Cincinnati, OH 45202
 Phone: 513-641-3700
 www.RJEBusinessInteriors.com

Proposal Number	36287
Date	06/15/2023
Account Executive	Mark Osterman
Customer Account	WARCOU
Terms	NET 30
Page	1 of 8

B Warren County Facilities
I 430 Justice Dr
L Lebanon, OH 45036
L
T ATTN: Gary Estes
O Phone: 513-695-1810
 Gary.Estes@wcoh.net

T Warren county
O 500 Justice Center Dr
 TELECOM
 Lebanon, OH 45036
 ATTN: Jeff Cepin

Project Description: Jeff and Joseph

RJE Team:
 Workplace Consultant, Mark Osterman, mosterman@RJE-bi.com, 513-641-3700
 Sales Coordinator, Natalie Klein, Nklein@RJE-bi.com, 513-641-3700
 Designer, Genna Vu, gvu@RJE-bi.com, 513-641-3700

Line	Quantity	Description	Unit Price	Extended Amount
Group A		Monitor Arms Jeff	740.00	
1	1.00 Each	Sit On It 3210.MAA03--MAC03 Mobio, Power Block,AC/110V/USB-A, USB-C MAC03:Black Mark Line For: MONITOR ARMS JEFF	87.00	87.00
2	1.00 Each	Sit On It 3210.MAT38.MAA00--MAC03 Mobio, Single Desk Mount (Dual USB-A Passthrough), No Accessories, Power Ready MAC03:Black Mark Line For: MONITOR ARMS JEFF	151.50	151.50
3	1.00 Each	Sit On It 3210.MAT00.MAA02--MAC03 Mobio Accessories, Dual Sliders MAC03:Black Mark Line For: MONITOR ARMS JEFF	119.50	119.50
4	1.00 Each	Sit On It 3210.MAT32.MAA00--MAC03 Mobio, Triple Pole Mount (Dual USB-A Passthrough), No Accessories MAC03:Black Mark Line For: MONITOR ARMS JEFF	382.00	382.00
Group B		Monitor Arms Joseph	915.00	
5	1.00 Each	Sit On It 3210.MAA03--MAC03 Mobio, Power Block,AC/110V/USB-A, USB-C MAC03:Black Mark Line For: MONITOR ARMS JOSEPH	87.00	87.00
6	1.00 Each	Sit On It 3210.MAT39.MAA00--MAC03	302.50	302.50



Final Proposal

Cincinnati
623 Broadway St
Cincinnati, OH 45202
Phone: 513-641-3700
www.RJEBusinessInteriors.com

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Group	Description	Extended Amount
B.	Monitor Arms Joseph	915.00

Line	Quantity	Description	Unit Price	Extended Amount
		Mobio, Dual Desk Mount (Dual USB-A Passthrough), No Accessories, Power Ready MAC03:Black Mark Line For: MONITOR ARMS JOSEPH		
7	1.00 Each	Sit On It 3210.MAT34.MAA00--MAC03 Mobio, Dual Desk Mount (Dual USB-A Passthrough), No Accessories MAC03:Black Mark Line For: MONITOR ARMS JOSEPH	286.50	286.50
8	2.00 Each	Sit On It 3210.MAT00.MAA02--MAC03 Mobio Accessories, Dual Sliders MAC03:Black Mark Line For: MONITOR ARMS JOSEPH	119.50	239.00

Group	Description	Extended Amount
C.	Stations	10,226.89

Line	Quantity	Description	Unit Price	Extended Amount
9	1.00 Each	Allsteel LKFE4BLK--\$(KEYNUM)-.SEQ/-101-.2 Lock Core Kit Black - 4 Cores 2 Keys \$(KEYNUM):Key Number .SEQ/:Key Number Sequence Start 101:Key Number 101 .2:2 Mark Line For: STATIONS	56.12	56.12
10	4.00 Each	Allsteel OH1536SD--.YZ-\$(P1)-.P28-.OMT 15H x36W Sliding Single Door Overhead .YZ:Stride-DNA-Optimize \$(P1):P1 Paint Opt .P28:Fossil .OMT:omt Core to Ord key Allke Mark Line For: STATIONS OH 30	278.77	1,115.08
11	2.00 Each	Allsteel T52472S--\$(L1STD)-.LAHD-.EH-.P Primary 24Dx72W Flat Eg Lam w/Grommets \$(L1STD):Grd L1 Standard Laminates .LAHD:Handspun Dove .EH:Fossil .P:Plastic Grommet Mark Line For: STATIONS 24x54	226.31	452.62
12	2.00 Each	Allsteel T53072S--\$(L1STD)-.LAHD-.EH-.P Primary 30Dx72W Flat Eg Lam w/Grommets \$(L1STD):Grd L1 Standard Laminates .LAHD:Handspun Dove	256.20	512.40



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Group	Description	Extended Amount		
C	Stations	10,226.89		
Line	Quantity	Description	Unit Price	Extended Amount
		.EH:Fossil .P:Plastic Grommet Mark Line For: STATIONS 30x72		
13	2.00 Each	Allsteel CSL2429F--\$(P1)-.P28 Freestanding 24Dx29-1/2H Sup Leg \$(P1):P1 Paint Opt .P28:Fossil Mark Line For: STATIONS FB	65.27	130.54
14	2.00 Each	Allsteel Z5SC72 60W External Supt Channel for 72W W/S Mark Line For: STATIONS	34.77	69.54
15	3.00 Each	Allsteel T6BK--\$(P1)-.P28 Worksurface Bracket Kit \$(P1):P1 Paint Opt .P28:Fossil Mark Line For: STATIONS WBK	19.83	59.49
16	2.00 Each	Allsteel T624FB Flat Bracket 24D Mark Line For: STATIONS	19.83	39.66
17	4.00 Each	Allsteel Y629LKNP--\$(P1)-.P28 Lt Scale 29-1/2H Leg Non-handed Pntd \$(P1):P1 Paint Opt .P28:Fossil Mark Line For: STATIONS	100.96	403.84
18	2.00 Each	Allsteel TK06530WR--\$(P1)-.P28 Structural Raceway Pnl Fr-No Top Trim 65Hx30W \$(P1):P1 Paint Opt .P28:Fossil Mark Line For: STATIONS 50Hx30W	121.70	243.40
19	4.00 Each	Allsteel TK06536WR--\$(P1)-.P28 Structural Raceway Pnl Fr-No Top Trim 65Hx36W \$(P1):P1 Paint Opt .P28:Fossil Mark Line For: STATIONS 65Hx30W	126.58	506.32
20	2.00 Each	Allsteel TK330PTFK--\$(P1)-.P28	18.30	36.60



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Group	Description	Extended Amount		
C	Stations	10,226.89		
Line	Quantity	Description	Unit Price	Extended Amount
		Flat Top Trim 30W w/clips \$(P1):P1 Paint Opt .P28:Fossil Mark Line For: STATIONS TC30		
21	2.00 Each	Allsteel TK365EF--\$(P1)-.P28 E End Trim Flat ConnKit - 65"H base panel \$(P1):P1 Paint Opt .P28:Fossil Mark Line For: STATIONS 50E	39.35	78.70
22	2.00 Each	Allsteel TK365LF--\$(P1)-.P28 L 90-degree Flat ConnKit - 65"H base panel \$(P1):P1 Paint Opt .P28:Fossil Mark Line For: STATIONS 50L	64.97	129.94
23	2.00 Each	Allsteel TK365WF--\$(P1)-.P28 W Flat Wall Mount Kit - 65" Length \$(P1):P1 Paint Opt .P28:Fossil Mark Line For: STATIONS 50T	68.32	136.64
24	2.00 Each	Allsteel TK365YEB--\$(P1)-.P28 Ter Wall Track Kit 65H-Pair of Ends \$(P1):P1 Paint Opt .P28:Fossil Mark Line For: STATIONS 50T	89.37	178.74
25	4.00 Each	Allsteel TK365YM--\$(P1)-.P28 Wall Track Kit-Middle Unit \$(P1):P1 Paint Opt .P28:Fossil Mark Line For: STATIONS 50T	46.67	186.68
26	2.00 Each	Allsteel TK372PTFK--\$(P1)-.P28 Extended Flat Top Trim 72W w/clips \$(P1):P1 Paint Opt .P28:Fossil Mark Line For: STATIONS TC24	40.26	80.52
27	2.00	Allsteel	31.72	63.44



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Group	Description	Extended Amount		
C	Stations	10,226.89		
Line	Quantity	Description	Unit Price	Extended Amount
	Each	TKG41530T--\$(A)-REF-929 Ter Tackable Acoustic Tile 15H x 30W \$(A):GRD A FAB .REF:Reflections 929:Galvanized Mark Line For: STATIONS STATIONS		
28	2.00 Each	Allsteel TKG42230T--\$(A)-REF-929 Ter Tackable Acoustic Tile 22.5H x 30W \$(A):GRD A FAB .REF:Reflections 929:Galvanized Mark Line For: STATIONS STATIONS	40.87	81.74
29	4.00 Each	Allsteel TKG43036T--\$(A)-REF-929 Ter Tackable Acoustic Tile 30H x 36W \$(A):GRD A FAB .REF:Reflections 929:Galvanized Mark Line For: STATIONS STATIONS	48.50	194.00
30	4.00 Each	Allsteel TKG46530T--\$(A)-REF-929 Ter Tackable Acoustic Tile 65H x 30W \$(A):GRD A FAB .REF:Reflections 929:Galvanized Mark Line For: STATIONS STATIONS	86.93	347.72
31	8.00 Each	Allsteel TKG46536T--\$(A)-REF-929 Ter Tackable Acoustic Tile 65H x 36W \$(A):GRD A FAB .REF:Reflections 929:Galvanized Mark Line For: STATIONS STATIONS	97.91	783.28
32	2.00 Each	Allsteel TKSK30 Ter 30W Segment Kit Mark Line For: STATIONS STATIONS	7.93	15.86
33	2.00 Each	Allsteel Y330YS 30W Wall Track Tile Attachment Kit Mark Line For: STATIONS STATIONS	68.02	136.04



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Group	Description	Extended Amount		
C.	Stations	10,226.89		
Line	Quantity	Description	Unit Price	Extended Amount
34	4.00 Each	Allsteel Y336YS 36W Wall Track Tile Attachment Kit Mark Line For: STATIONS STATIONS	72.90	291.60
35	1.00 Each	Allsteel YPTP652424LFFM--BK-.B-\$(P1)-.P28-\$(MATCH)-.NA-.X Align 65x24x24 Personal Twr MetFront Plinth .BK:Flush Plinth .B:Bevel \$(P1):P1 Paint Opts .P28:Fossil \$(MATCH):Match Case .NA:Match Case .X:Omit Lock Mark Line For: STATIONS F/F	1,110.96	1,110.96
36	1.00 Each	Allsteel YPTP652424RFFM--BK-.B-\$(P1)-.P28-\$(MATCH)-.NA-.X Align 65x24x24 Personal Twr MetFront Plinth .BK:Flush Plinth .B:Bevel \$(P1):P1 Paint Opts .P28:Fossil \$(MATCH):Match Case .NA:Match Case .X:Omit Lock Mark Line For: STATIONS F/F	1,110.96	1,110.96
37	2.00 Each	Allsteel YPPSP281524BBFM--BK-.B-\$(P1)-.P28-\$(MATCH)-.NA-.X Align Ped 28x15x24 BBF MetFront Plinth .BK:Flush Plinth .B:Bevel \$(P1):P1 Paint Opts .P28:Fossil \$(MATCH):Match Case .NA:Match Case .X:Omit Lock Mark Line For: STATIONS B/B/F	314.76	629.52
38	2.00 Each	Allsteel ALED17U60 17" Daisy Chain Starter w/ Power Supply Mark Line For: STATIONS	291.28	582.56
39	2.00 Each	Allsteel ALED17UJMP30 17" Daisy Chain Light Mark Line For: STATIONS	205.57	411.14



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Group	Description	Extended Amount		
C:	Stations	10,226.89		
Line	Quantity	Description	Unit Price	Extended Amount
40	2.00 Each	Allsteel Z5SC54 42W External Supt Channel for 54W W/S Mark Line For: STATIONS SC 42	25.62	51.24
Group	Description	Extended Amount		
D:	Labor	1,339.99		
Line	Quantity	Description	Unit Price	Extended Amount
41	1.00 Each	RJE CIN Installation Services LABOR LABOR: RECEIVE, DELIVER & INSTALL. NORMAL BUSINESS HOURS. Mark Line For: XXX	1,339.99	1,339.99

SUBTOTAL : \$13,221.88

GRAND TOTAL : \$13,221.88

REQUIRED DEPOSIT 50.0% : \$6,610.94

PLEASE REVIEW THIS PROPOSAL AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED. THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE!

Financing Options Available

Term	Monthly Payment
36 Months	\$440.29
48 Months	\$347.74
60 Months	\$290.88

If you would like to apply for financing, [Apply Here](#)

Terms and Conditions

- Rates effective 10/1/22. Subject to change without notice.
- All transactions are subject to PEAC credit approval and documentation requirements.
- Rates for businesses with at least 2 years tenure.
- Documentation Fee of \$350 due at closing



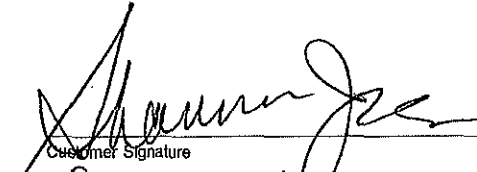
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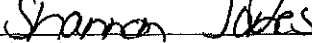
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Terms and Conditions

- Policy requires a 50% deposit on any order greater than \$10,000 unless terms state otherwise. Product orders will not be placed until RJE receives the required deposit.
- All orders are cash-based transactions. If payment is to be paid by MasterCard, Visa or American Express, a 3% processing fee will be added to the total.
- RJE will invoice Warren County Facilities the day product is received at the RJE Warehouse unless terms state otherwise. Full payment is owed 30 days from invoice date. In the event the project is delayed for reasons beyond RJE's control, and it is not possible for the product to be received at the project site, Warren County Facilities will be required to pay RJE the invoice balance 30 days from invoice date unless the terms indicate otherwise. In the event that RJE has substantially installed the furniture on the invoice (i.e., furniture with a value of at least 90% of the total invoice amount has been successfully installed), then Warren County Facilities shall pay the invoice no later than its due date, although it may withhold the value of the furniture that has yet to be successfully installed (i.e., the punch items). Notwithstanding, Warren County Facilities may not accept furniture related to this invoice which has been substantially installed and withhold payment for such furniture according to the payment terms of the invoice (i.e., within 30 days from invoice date).
- A 1.5% monthly fee will apply to late payments. Customer shall reimburse all reasonable legal fees and related costs that RJE incurs to successfully collect from customer any amount of this invoice that is not paid pursuant to its terms and conditions.
- RJE's product specifications are based on the most recent, approved electronic drawings provided by Warren County Facilities and/or designer. If the most recent approved electronic drawings provided by Warren County Facilities and/or designer do not correctly reflect the current space, and Warren County Facilities and/or designer have approved specifications for ordering based on these electronic drawings, the product might need to be conformed to fit the current space and additional charges may apply.
- All product covered in this quotation is "made to order" and will be ordered on behalf of Warren County Facilities. Items ordered are not subject to cancellation. Should cancellation be required and if it is not possible to do so, Warren County Facilities agrees to be completely responsible for any and all charges incurred as a result of said cancellation, restocking, and/or related administrative costs. In the event of a breach or threatened breach of this agreement by Buyer, Seller can recover its damages, including but not limited to its reasonable pre-litigation and post-litigation attorney fees and costs.
- All labor charges have been based on the understanding that the building facilities will accommodate all specified items without special handling, as well as having a finished space in which to work with adequate lighting and with minimal interference from other trades. In the event it is necessary to stage product in areas other than those originally intended, additional handling charges may apply.
- New product being received at RJE's Warehouse may be stored for a period of up to 30 days at no charge to Warren County Facilities. Beyond 30 days, applicable storage charges will be invoiced to Warren County Facilities. Any such charges will be indicated in advance and will be negotiated in the best interest of Warren County Facilities. If Warren County Facilities requires existing product to be held at RJE's Warehouse, additional fees will be charged on a monthly basis per cubic feet.
- The proposal is valid for 30 days. Thereafter, verification will be required.
- We are pleased to submit the above proposal for your consideration. Should an order be placed, be assured it will receive prompt attention. The signature of a representative of your firm who is authorized to obligate your firm under contract in the State of Ohio, indicates in the space provided below your firm's acceptance of the above terms, conditions, and description of items and/or labor for sale, and authorizes RJE to proceed with the order.

Thank you for the opportunity to be of service.




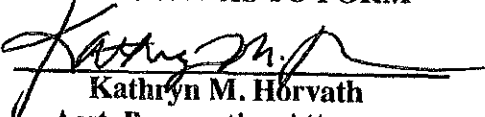
 Customer Signature


 Printed Name

7-18-23

 Date


 MARK OSTERMAN
 RJE Business Interiors
 6/15/23

APPROVED AS TO FORM

 Kathryn M. Horvath
 Asst. Prosecuting Attorney

Resolution

Number 23-0911

Adopted Date July 18, 2023

APPROVE EXTENSION TO CONTRACT FOR PROFESSIONAL SERVICES AGREEMENT WITH DIMALANTA DESIGN GROUP AND THE WORKFORCE DEVELOPMENT BOARD OF OHIO'S 12TH LOCAL WORKFORCE DEVELOPMENT AREA

WHEREAS, By Resolution 22-0023, BCW/Workforce entered into a Professional Service Agreement with Dimalanta Design Group to provide Professional Services for the Area 12 Workforce Development Board; and

WHEREAS, By Resolution 22-0023 the Board of County Commissioners and Dimalanta Design Group mutually agree to amend said services as outlined in the amended contract; and

WHEREAS, the BCW/Workforce Development Board and Dimalanta Design Group mutually agree to amend the said services for a project delivery date of July 1, 2023, through June 30, 2024, as outlined in in the extension contract to promote the outreach for BCW/Workforce; and

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners, on behalf of the Area 12 Workforce Development Board, does hereby approve the extension to the contract between BCW/Workforce and Dimalanta Design Group attached hereto and made a part hereof.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Dimalanta Design Group
Area 12 Workforce Development Board (file)

EXTENSION NUMBER 1
TO
CONSULTANT AGREEMENT
22-2301
BETWEEN
BCW/WORKFORCE
and
DIMALANTA DESIGN GROUP

Pursuant to the Steven's Amendment
Consolidated Appropriations Act of 2018, Pub. L No. 115- 141, 132 Stat. 348, div.
H, Title V, Sec. 505
(Mar. 23, 2018)

1. The percentage of the total costs of the program or project which will be financed with Federal money is 0 percent.
2. The dollar amount of Federal funds for the project or program is \$210,000.00
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources is 100% percent

EXTENSION 1
TO
CONSULTANT AGREEMENT NO. 22-0023

THIS IS THE FIRST EXTENSION TO THE CONSULTANT AGREEMENT commencing the 1st day of January, 2022 by and between the DIMALANTA DESIGN GROUP (hereinafter referred to as "Contractor"), and BCW/WORKFORCE, to begin the day this Agreement is executed by all the parties.

RECITALS

WHEREAS, the BCW/WORKFORCE issued a Request for Quotes (RFQ) for the provision of workforce outreach services; and,

WHEREAS, CONTRACTOR responded to the RFQ; and

WHEREAS, CONTRACTOR, was selected to provide the services; and

WHEREAS, BCW/WORKFORCE, received funding through a non-federal source for outreach and marketing in 2022; and

WHEREAS, BCW/WORKFORCE, entered into a Contract with CONTRACTOR;
and

WHEREAS BCW/WORKFORCE wishes to extend their contract with CONTRACTOR to continue to provide marketing and outreach services; and

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree as follows:

1. Section 3. Consultant Fee and Expenses is amended to delete paragraphs a and b and c and to add the underscored language as follows:
 - (a) Fee. In consideration of the services, to be rendered hereunder, BCW/Workforce shall pay Contractor Twelve Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents for each month (\$12,666.67) not to exceed a total fee of One Hundred Fifty-Two Thousand dollars (\$152,000.00) for the period of July 1, 2023 through June 30, 2024 for the services provided as described in **EXHIBIT A and B**.
 - (b) Contractor shall not incur billings for hours in excess of the monthly rate applicable to Exhibits A without written approval from the BCW/Workforce Executive Director. Contractor shall submit invoices monthly which shall be paid by BCW/Workforce within 30 days of receipt.
2. All provisions of this Amendment, which are not in conflict with the Contract, shall continue to be enforced in accordance with the terms and conditions therein.

3. This Amendment and all its attachments are made a part of the original Agreement.
4. The effective date of this Amendment shall be the date on which it has been signed by both parties.


EXECUTION PAGE

IN WITNESS WHEREOF, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf of
BCW/Workforce

By: Becky Chling
Name: Becky Chling
Title: Executive Director
Date: 6-28-23

Signed for and on behalf of
Dimalanta Design Group

By: 
Name: Ernie Dimalanta
Title: owner
Date: 6/28/23

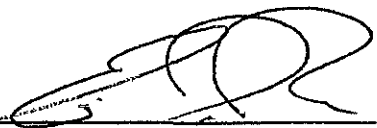
EXECUTION PAGE

IN WITNESS WHEREOF, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf of
BCW/Workforce

By: _____
Name: Becky Ehling
Title: Executive Director
Date: _____

Signed for and on behalf of
Dimalanta Design Group

By: 
Name: Ernie Dimalanta
Title: *OWNER*
Date: *6/28/23*

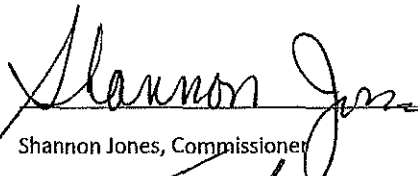
FISCAL AGENT EXECUTION

The Warren County Board of County Commissioners executes this agreement in its capacity as Fiscal Agent as agreed and memorialized in paragraph IV(a) of the Area 12 Intergovernmental Agreement between Butler, Warren, and Clermont counties. As Fiscal Agent, Warren County Board of County Commissioners is not responsible for performance of any aspect to this agreement nor bound by its terms.

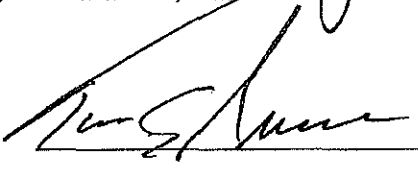
Warren County Board of County Commissioners



David Young, Commissioner




Shannon Jones, Commissioner



Thomas Grossmann, Commissioner

Approved as to form:

 7/3/23

Warren County Prosecuting Attorney

Adam M. Nice

EXHIBIT A
SCOPE OF SERVICES

A. General Requirements

1. During month one of this Contract:
 - a. Contractor and the BCW/Workforce shall agree on the goals and objectives to be realized as a result of this Contract.
 - b. Contractor shall triage any immediate communications needs.
 - c. Contractor shall review existing communications plans, including crisis communications plans, including:
 - i. COVID-related economic, labor force and/or workforce development solutions, immediately available to businesses, employers and workforce residents;
 - ii. Outreach to the area's unemployment insurance (UI) recipients (specifically, COVID-era UI recipients), to motivate their awareness of and engagement in the area OMJ's employment-related programs and services;
 - d. Contractor shall review existing communications measurement tools and systems.
 - e. Contractor shall determine an appropriate and effective measurement system for communications efforts.
 - f. Contractor shall conduct a brand audit and strategic needs analysis.
 - g. Contractor shall develop employer and job seeker profiles.
 - h. Contractor shall review and recommend key messages and strategic initiatives.
2. Contractor shall perform Continuous Quality Improvement and maintenance on the following previously completed project/tasks:
 - a. BCWorkforce.com
 - b. E-Blasts to the BCW/Workforce area residents, especially UI claimants and OMJ enrolled members
3. **Projects that are anticipated to require monthly attention include:**
 - a. Delivering measurement reports for communications efforts.
 - b. Managing and maintaining daily social media for the BCWorkforce and the OMJ One-Stop System
 - c. Drafting weekly columns for the workforce area.
 - d. Drafting four (4) BEST Monthly columns one per quarter over the course of the year.
 - e. Preparing the BCWorkforce Executive Director for interviews with media.
 - f. Drafting and distributing press releases.
 - g. Tracking media clips.
 - h. Generating board reports, and BCWorkforce in the News emails.

- i. Handling media inquiries.
- j. Managing on-going events, such as Business & Employer Solutions Team Events, Workforce Development Month, Manufacturing Month, Apprenticeship Week/Month, Hire a Vet Month; Summer Jobs Registration; In-Demand Jobs Week; and Disability Employment Month.
- k. Managing special campaigns to showcase partners and career sectors.
- l. Deliver special events, projects and programs that require communications support.
- m. Attending BCW/Workforce and OMJ Operations Meetings, as well as Committee and Solutions Group meetings, as requested.

4. Proposer shall provide a project plan for delivery of the following projects:

- a. Completing a "Decision Tree" as a BCW/Workforce.com community-based service.
- b. Developing a cooperative marketing program.
- c. Coordination and development of a Quarterly and Annual Report.
- d. Assist in planning Special Events such as an annual BCW/Workforce Employer Forum, Board Meeting & Awards events, etc.
- e. Ad-hoc BCW/Workforce or special grant program communications.

EXHIBIT B

ACTIVITY

Overview:

The goal is to execute a 3-county campaign-specific plan to increase traffic to OMJ Centers and establish one stop / American Job Center brand recognition. This plan utilizes 4 different tactics each requiring a 5-step strategic process that will steer the outreach budget towards reaching the goal.

Strategy #1:

Commercial Outreach:

Commercial ad scripted, voiced, developed, edited, managed, and executed by Dimalanta. This will highlight OMJ and or BCW/Workforce and be published on digital/streaming platforms, television and/or radio with the ideal target audience.

This Includes:

Production of 60, 30,15-second commercials including:

1. Video talent
2. Director & producer
3. Audio & video staff
4. Scripting & storyboards
5. Background audio & graphics
6. Lead generation landing page development

Strategy #2:

Digital Audio Outreach:

Audio outreach scripted, voiced, developed, edited, managed and executed by Dimalanta. This will highlight OMJ and/or BCW/Workforce and be published on the digital platforms with the ideal target audience.

Includes

1. Production of 15-30-second audio commercials
2. Scripting

3. Voice-over talent
4. Background audio
5. Lead generation landing page development

Strategy #3:

Google and Social Media Outreach Video/Display/Text Campaigns

Includes:

1. Targeting
2. In-market audience of Butler, Clermont, Warren County OMJ services
3. Users who are seeking a job or career
4. Job seeker related websites

Display Outreach

- In-market audience of employment, new job, job opportunities, job openings
- Target users who are in the market for a new job
- Google Search Keywords -
 - Field/industry
 - Location
 - Job Titles
 - Industry skills, tools, jargon
 - Company names
 - Job type

Call Only Campaign –

- Call Only Outreach- Clicking on ads that direct users to mobile dialer pad to make a call to a local center

Facebook/ Instagram.–

- Interests - Targeting based on audience interests
- Lookalike - Targeting lookalike of first-party emails (list to be provided by the client)
- FB Lead Gen Ad - FB creative ads that have a call-to action that opens a lead gen form within FB console.
- Retargeting: Retargeting website visitors across all brand-safe domains

Strategy #4:

Video vignettes-

Quick-time videos to be produced, edited, and managed by Dimalanta Design Group to

be posted on social media platforms and YouTube.

Brand Ambassador:

Jordan to be the voice and face of OMJ to bring a younger and fresh demographic.

Digital outreach campaigns including commercials (visual & audio), display, & text advertisements will be posted on various video and audio streaming services, social media platforms, and major search engines. Ernie Dimalanta, LLC, DBA Dimalanta Design Group will oversee and manage outreach and engagement ad spend for 12 months.

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

Resolution

Number 23-0912

Adopted Date July 18, 2023

APPROVE THE EXTENSION TO THE PROFESSIONAL SERVICE AGREEMENT WITH JOBWORKS, INC., dba JOBWORKS EDUCATION AND TRAINING SYSTEMS, AND THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, the Chief Elected Officials of Ohio's local workforce development area, which includes Butler, Clermont and Warren Counties, designated Warren County as the local area's Fiscal Agent; and

WHEREAS, the Fiscal Agent was able to receive WIOA funds on behalf of the area's Chief Elected Officials (CEO); and

WHEREAS, the WDB's Executive Director has recommended JobWorks, Inc., dba JobWorks Education and Training Systems to deliver Reemployment Assistance and Eligibility Assessment (RESEA) program services from July 1, 2023, to June 30, 2024, whose direct services the State transferred to its local workforce areas; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Warren County Commissioners, does hereby ratify and approve the agreement with JobWorks, Inc., dba JobWorks Education and Training Systems and authorize the local workforce development area's Fiscal Agent's expenditure of WIOA funds to honor this contract, in accordance with Office of Managements and Budgets (OMB) circulars, WIOA and corresponding federal regulations and state policies; copy of said agreement is attached hereto and made a part hereof.

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


Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – JobWorks, Inc dba JobWorks Education and Training Systems
Area 12 WIB (file)

AMENDMENT # 2
PROGRAM YEAR 2023-2024 Extension
TO
SUBGRANT AGREEMENT NO.22-2001
BETWEEN
BCW/WORKFORCE
AND
JOBWORKS, INC. D/B/A JOBWORKS EDUCATION AND TRAINING SYSTEMS

THIS IS NOT AN AGREEMENT FOR RESEARCH AND DEVELOPMENT

UEI #	GL3HQC�KBHZ5
FEDERAL AWARD IDENTIFICATION (FAIN)#	
TOTAL FEDERAL AWARD	\$334,475.00
FEDERAL AWARDCING AGENCY	DOL
ALN (CFDA) #	17.225
PASS THROUGH AGENCY	ODJFS
	Ohio Department of Job and Family Services
CONTRACTING OFFICER	Rebecca Ehling
CONTACT INFORMATION	406 Justice Dr Suite 301, Lebanon, OH 45036

Pursuant to the Steven's Amendment
Consolidated Appropriations Act of 2018, Pub. L No. 115- 141, 132 Stat. 348, div. H,
Title V, Sec. 505 (Mar. 23, 2018)

1. The percentage of the total costs of the program or project which will be financed with Federal money is 100 percent.
2. The dollar amount of Federal funds for the project or program is \$334,475.00
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources is 0 percent

Amendment # 2
to the
Subgrant Agreement # 22-2001
between
BCW/Workforce
and

JobWorks, Inc. D/B/A JobWorks Education And Training Systems

THIS IS AMENDMENT NO. TO Subgrant Agreement No. 22-2001 by and between **BCW/Workforce**, the administrative entity for the Ohio Local Area 12 Workforce Development Board and the Consortium of Warren, Butler and Clermont Counties having its principal office at 406 Justice Dr Suite 301, Lebanon, OH 45036 and JobWorks, Inc. D/B/A JobWorks Education And Training Systems (Hereinafter referred to as "Sub-Grantee") existing under and by virtue of the laws of the State of Indiana as a for profit corporation, having its principal office at 7230 Engle Rd. Suite 213, Fort Wayne, IN 46804, to begin on the date this Amendment is signed by all the parties and to terminate on June 30, 2024.

RECITALS

WHEREAS, the BCW/Workforce and the Chief Elected Officials Consortium of Butler, Clermont and Warren Counties (hereinafter the CEO Consortium) have entered into a Sub-grant Agreement with the Governor of the State of Ohio for a grant for the implementation of workforce development programs; AND

WHEREAS, the BCW/Workforce released a Request for Proposals for the delivery of services under the Re-employment Services and Eligibility Assessment (RESEA) program and selected Sub-grantee to provide RESEA program services; AND

WHEREAS, the BCW/Workforce and CEO Consortium are desirous of extending the Subgrant Agreement through June 30, 2024;

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

1. Article 3, Fiscal Management, is amended by replacing section 3.2.1 a. with the language below:

3.2 Compensation

3.2.1 Total Compensation

- a. The total funds allocated for the program to be operated under this Agreement for the renewal period shall be Three Hundred One Thousand, Twenty Eight Dollars (\$ 301,028.00), in accordance with the budget attached to this Amendment as Exhibit A.

2. Article 5, Program Requirements, Section 5.14 is amended to substitute the following for Article 5, Section 5.14.1 in the original Sub-grant Agreement as follows:

5.14 Sub-grant Agreement Term

5.14.1 The term of this Amendment shall begin on July 1, 2023, and shall end on June 30, 2024. The term of this Sub-grant Agreement may be extended for two (2) additional one-year periods, if provider is meeting performance. Renewal shall be at the option of the BCW/Workforce governing boards. The continuation of this Sub-grant Agreement beyond the end of any program year shall be subject to performance and the appropriation and availability of funds as described in this Sub-grant Agreement.

3. Article 5, Program Requirements, is amended to add a new paragraph 5.15 as follows:

5.15. Sub-grantee shall comply with 2 CFR § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

4. Article 5, Program Requirements, is amended to add a new paragraph 5.16 as follows:

5.16 Sub-grantee shall comply with 2 CFR § 200.300 Statutory and national policy requirements.

5. Article 5, Program Requirements, is amended to add a new paragraph 5.16 as follows:

5.17. Sub-grantee shall comply with 2 CFR § 200.323 Procurement of recovered material.

6 Article 5, Program Requirements, is amended to add a new paragraph 5.18 as follows:

5.18. Sub-grantee shall comply with 2 CFR § 200.322 Domestic Preferences for Procurement.

7 All provisions of said Agreement, which are not in conflict with this Amendment, shall continue to be enforced in accordance with the terms and conditions therein.

8 This Amendment and all its attachments are made a part of said Agreement.

9 The effective date of this Amendment shall be the date on which it has been signed by both parties.

EXECUTION PAGE

Page 1 of 2 Signatory Pages

In witness whereof, the parties acknowledged below have executed this Contract as of the day and year June 28, 2023

THIS SUB-GRANT AGREEMENT AMENDMENT, is entered into this 28 day of June 2023, by and between BCW/WORKFORCE Sub-grantor, having its principle office at , 406 Justice Drive, Lebanon, Ohio 45036, and JOBWORKS, INC. D/B/ A JOBWORKS EDUCATION AND TRAINING SYSTEMS (hereinafter referred to as SUB-GRANTEE), existing under and by virtue of the laws of the State of Indiana as a for profit corporation, having its principal office at 7230 Engle Rd. Suite 213, Fort Wayne, IN 46804.

~~JOBWORKS, INC. D/B/ A JOBWORKS EDUCATION AND TRAINING SYSTEMS~~
JOBWORKS, INC. D/B/ A JOBWORKS EDUCATION AND TRAINING SYSTEMS

Thomas Kavanagh

Chief Operating Officer

June 28, 2023

Date

Becky Ehling
Executive Director

6-28-23
Date

BCW/WORKFORCE

WARREN COUNTY BOARD OF COMMISSIONERS:

Mannon Jones
President

7-18-23
Date

[Signature]
Vice President

7-18-23
Date

[Signature]
Member

7-18-23
Date

Approved As To Form Only:


[Signature]
Assistant Prosecuting Attorney
Warren County

7/3/23
(Date)

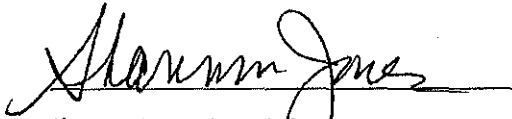
FISCAL AGENT EXECUTION

The Warren County Board of County Commissioners executes this agreement in its capacity as Fiscal Agent as agreed and memorialized in paragraph IV(a) of the Area 12 Intergovernmental Agreement between Butler, Warren, and Clermont counties. As Fiscal Agent, Warren County Board of County Commissioners is not responsible for performance of any aspect to this agreement nor bound by its terms.

Warren County Board of County Commissioners



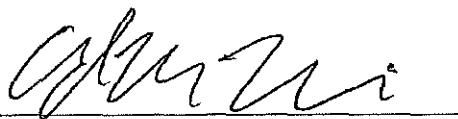
David Young, Commissioner



Shannon Jones, Commissioner

Thomas Grossmann, Commissioner

Approved as to form:



Warren County Prosecuting Attorney
Adam M. Nick 7/8/23

Resolution

Number 23-0913

Adopted Date July 18, 2023

APPROVE AGREEMENT BETWEEN EASTER SEALS TRISTATE, LLC AND THE WORKFORCE DEVELOPMENT BOARD OF OHIO'S 12TH LOCAL WORKFORCE DEVELOPMENT AREA

WHEREAS, the BCW/Workforce has entered into an Agreement with the Governor of the State of Ohio for a grant for the implementation of youth programs under the Workforce Innovation and Opportunity Act PL 113-128 WIOA); and

WHEREAS, the BCW/Workforce issued a Request for Proposals for the delivery of youth services on December 14, 2022; and

WHEREAS, following a review of the proposals received the BCW/Workforce desires to engage Sub-grant recipient to carry out activities as described in the attached agreement; and

WHEREAS, the BCW/Workforce, has approved entry into an Agreement with Sub-grant recipient at their meeting held on June 1, 2023; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Warren County Commissioners, on behalf of the Area 12 Workforce Development Board, does hereby approve the agreement, a copy of said agreement is attached hereto and made a part hereof.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Easter Seals Tristate, LLC
Area 12 WIB (file)

AGREEMENT NO. 22-2305

Program Year 2023-2024

BETWEEN

BCWI WORFORCE

AND

EASTER SEALS

(SUB-RECIPIENT)

THIS IS NOT AN AGREEMENT FOR RESEARCH AND DEVELOPMENT

UEI #	T1YMHHM36J47
FEDERAL AWARD IDENTIFICATION (FAIN) #	
FEDERAL AWARD DATE	July 1, 2023
TOTAL FEDERAL AWARD	\$3,318,085.00
FEDERAL AWARDDING AGENCY	DOL
ALN #	17.259
PASS THROUGH ENTITY	ODJFS
SUB-GRANT AGREEMENTING OFFICER	REBECCA EHLING
CONTACT INFORMATION	406 Justice Dr., Suite 301, Lebanon, Ohio 45036

Pursuant to the Steven's Amendment

Consolidated Appropriations Act of 2018, Pub. L. No. 115- 141, 132 Stat. 348, div. H, Title V, Sec. 505 (Mar. 23, 2018)

1. The % of the total costs of the program financed with Federal money is 100% percent.
2. The dollar amount of Federal funds for the project or program is \$1,299,147.00.
3. The percentage and dollar amount of the total costs of the program that will be financed by non-governmental sources is \$0.00 / 0%.

AGREEMENT NO. 22-2305

THIS AGREEMENT NO 22-2305 entered into the 30th day of June 2023 by and between BCW/Workforce, through their Fiscal Agent Warren County existing under and by virtue of the laws of Ohio as a governmental entity having its principal office at 406 Justice Dr., Lebanon, Ohio 45036, and EASTERSEALS TRISTATE LLC., a not for profit corporation, having its principal office at 2901 Gilbert Avenue, Cincinnati OH 45206, hereinafter referred to as Sub-grant recipient, to begin on July 1, 2023 and end on June 30, 2024

RECITALS

WHEREAS, the BCW/Workforce has entered into an Agreement with the Governor of the State of Ohio for a grant for the implementation of youth programs under the Workforce Innovation and Opportunity Act PL 113-128 WIOA); and

WHEREAS, the BCW/Workforce issued a Request for Proposals for the delivery of youth services on December 14, 2022; and

WHEREAS, following a review of the proposals received the BCW/Workforce desires to engage Sub-grant recipient to carry out the below described activities; and

WHEREAS, the BCW/Workforce, has approved entry into an Agreement with Sub-grant recipient at their meeting held on June 1, 2023;

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties agree as follows:

ARTICLE I

AGREEMENT PURPOSE

1.1 Purpose

It is the purpose of this Agreement to state the covenants and conditions under which the Sub-grant recipient will implement and provide youth program services, as described herein.

ARTICLE 2
FISCAL MANAGEMENT

2.1 General Terms

2.1.1 Compliance with Federal and ODJFS Requirements

Sub-recipient agrees to implement this Sub-grant Agreement in accordance with the federal, ODJFS and local laws, regulations, policies, and procedures applicable to the funding streams identified in Subrecipient's budget. Sub-recipient understands that nothing in this Subgrant Agreement will relieve Sub-recipient from adherence to applicable federal, ODJFS, and local laws and regulations. Any conflict or inconsistency between the above and this Sub-grant Agreement will be resolved in favor of those laws, regulations, policies, and procedures.

2.1.2 Use of Funds

Funds available under this sub-grant agreement must be used to support the program funded under this Sub-grant Agreement.

2.1.3 Compliance with the Uniform Guidance

Allowability and allocation of costs to the cost categories shall be governed by 2 CFR 200 et seq., the federal regulations governing federal funding streams, the ODJFS Office of Workforce Development (OWD) and BCW/Workforce policies, and the budget attached to this Sub-grant Agreement as Exhibit A. Any conflict or inconsistency between the above and this Sub-grant Agreement will be resolved in favor of those laws, regulations, policies and procedures. This section shall be construed to allow for BCW/Workforce to impose restrictions more limiting than those required by said laws, regulations, polices, and procedures.

2.1.4 Debarment and Suspension

Sub-recipient certifies that they are not on the list of the entities on the federal debarment and suspension list and agrees to execute the Debarment and Suspension certification attached to this Sub-grant Agreement as Exhibit D.

2.1.5 Allowability of Costs

Allowable costs include, but are not limited to, salaries and benefits, travel, meeting space rental, conference costs, convening partners, train the trainer expenditures, equipment, training costs, customer service costs, outreach and recruitment costs to the extent those costs are itemized in the Budget attached as Exhibit A to this agreement.

2.1.6 Costs Must Be Reasonable

Costs must be reasonable and necessary for the performance of the grant. Costs that are unreasonable or unnecessary will not be reimbursed.

2.1.7 Unallowable Costs

Unallowable costs include pre-award costs, building construction, and procuring lobbying services and all other costs not associated with the direct performance of the award. The BCW/Workforce reserves the right to disallow any costs that do not align with the approved Budget attached hereto as Exhibit A.

2.2 Compensation

2.2.1 Total Compensation

- a. The funds allocated for the In-School Youth (ISY) program to be delivered under this Agreement for the period of July 1, 2023 – June 30, 2024, shall be \$Two Hundred Thirty-Three Thousand, Eight Hundred Forty-Six Dollars (\$233,846.00) as described in Exhibit A.
- b. The funds allocated for the Out of School Youth (OSY) program Academy program to be delivered under this Agreement for the period July 1, 2023 – June 30, 2024, shall be Nine Hundred Thirty-Five Thousand, Three Hundred Eighty-Six Dollars (\$935,386.00) as described in Exhibit A.
- c. The Budget as depicted on Exhibit A provides funds for participant support costs, work experience wages, training and tuition. Funds allocated for those activities must be spent in accordance with the line items for those activities as further described herein.
- d. Total funds awarded to Sub-grant Recipient shall be One Million, One Hundred Sixty-Nine Thousand, Two Hundred Thirty-Two Dollars (\$1,169,232.00)

- e. FUNDS MAY NOT BE TRANSFERRED BETWEEN THE AMOUNTS RESERVED for the ISY and OSY PROGRAMS
- f. Any funds not expended for the period July 1 through June 30, of each program year during which this Agreement is in effect may not be used to support the programs funded under such amendment extending this Agreement for a successive program year but shall revert back to BCW/Workforce.

2.2.2 Payments Limited to the Program and Cost Reimbursement Budget

- a. Funds will be made available to the Sub-grant recipient by the BCW/Workforce on a reimbursable basis for allowable costs as defined by ODJFS and local laws and in accordance with the line-item budget attached hereto as Exhibit A.
- b. To assure expenditure requirements are met for the various funding streams and that funds are not over obligated beyond what BCW/Workforce has available for each program year Sub-grant Recipient is responsible for obligating funds which shall be reimbursed or paid to a third party by Sub-grant Recipient. This includes but is not limited to participant support services, work experience wages, tuition payments, on-the-job training and other work-based activities. Sub-grant Recipient may be requested to provide BCW/Workforce with a quarterly report regarding the details of those obligations. The report shall be provided to the BCW/Workforce Executive Director, in a format and containing information as required by BCW/Workforce. Failure to provide the report and resultant over obligations beyond funds budgeted by BCW/Workforce for these third-party services will become Sub-grant Recipient's responsibility for payment. Sums obligated by Sub-grant Recipient in excess of the amounts budgeted by BCW/Workforce will be deducted from invoices due Sub-grant Recipient and/or will have to be reimbursed to BCW/Workforce by Sub-grant Recipient should Sub-grant Recipient's invoices be insufficient to cover the expense.
- c. Participants receiving work experience or on-the job training wages may not be paid for time not in attendance, holidays, or overtime. Sub-grant Recipients shall not certify time sheets, which provide for payment for holidays, time not in attendance, at work, or in class, as appropriate, or for overtime hours worked.

2.3 Fiscal Controls

2.3.1 Maintenance of Fiscal Records in Accordance with GAAP

Sub-grant recipients agree to maintain their books and records in accordance with Generally Accepted Accounting Principles, (GAAP), so as to be able to satisfactorily account for all monies spent under this Agreement.

2.3.2 Segregation of Sub-grant Agreement Funds

Sub-recipient shall keep program funds segregated from other funds belonging to Sub-recipient's organization by maintaining separate bank accounts and/or ledgers.

2.3.3 Prohibition Against Advances

In no case shall Sub-grant recipient be paid in advance of work performed or services rendered.

2.3.4 Sub-grant recipient Responsible for Actions of Employees and Representatives

Sub-grant recipient shall be responsible for the actions of its representatives, employees, and instructors with regard to all aspects of the Sub-grant recipient's program including, but not limited to, program implementation, the certification and submission of time and attendance records, invoices, submission and verification of financial reports, and maintenance of records.

2.3.5 Access to Records Prior to Funding

Upon demand and/or within thirty (30) days prior to funding any program or service, Sub-grant recipient shall allow BCW/Workforce to evaluate Sub-grant recipient's fiscal and personnel systems in order to be assured of Sub-grant recipient's capability to manage the program or project funded by this Agreement or any amendment hereto.

2.4 De-obligation and Failure to Perform

2.4.1 De-obligation for Non-Performance

BCW/Workforce reserves the right to adjust the outflow of funds more or less than originally anticipated up to the total amount of funds allocated to Sub-grant recipient if Sub-grant recipient is not able to perform effectively or will not be able to expend their budget within the contract term.

2.4.2 Agreement Contingent Upon BCW/Workforce 's Receipt of Funds

- a. This Agreement is subject to the appropriation of funds by ODJFS.
- b. Sub-grant recipient agrees and understands that funds allocated to the Sub-grant recipient under this Agreement or any amendment hereto are contingent upon BCW I Workforce's receipt of the grant funds under which this Agreement is funded. BCW I Workforce, therefore, reserves unto itself the right to unilaterally de-obligate, modify or amend Subgrant recipient's budget in proportion to BCW/Workforce 's funding level and at the sole discretion of BCW/Workforce or if necessary, to suspend or terminate this Agreement instantaneously and as may be necessitated by BCW/Workforce 's funding levels. Any de-obligation, modification or amendment of the funds allocated in the Sub-grant recipient's Agreement, shall be effective upon notification to the Subgrant recipient by BCW/Workforce. BCW/Workforce shall provide Subgrant recipient thirty (30) days' notice or in the event BCW/Workforce receives less than thirty (30) days' notice BCW/Workforce shall provide such notice as BCW/Workforce receives from its funding sources. In such instances, costs will be reimbursed up to the date of cancellation only; thereafter, neither BCW/Workforce nor Sub-grant recipient shall have any obligation whatsoever to complete or otherwise continue the Program.

2.5 Payments

2.5.1 Invoices

- a. In order to receive payment Sub-grant recipient shall submit an invoice to BCW/Workforce within fifteen (15) working days following the end of each month.
- b. The invoice shall be for allowable costs as described in Sub-grant recipient's budget.
- c. Invoices containing costs not supported by the proper documentation or items not detailed in Sub-grant recipient's line-item budget shall be paid minus the expenditures lacking the documentation or not included with the submission of the invoice.
- d. The final invoice must be submitted within fifteen (15) days of the end of the month for which Sub-grant recipient is seeking reimbursement. Invoices submitted more than fifteen (15) days following the

termination of the BCW/Workforce program year, which is June 30 of each year, will be honored at BCW/Workforce 's discretion.

2.5.2 Required Documentation for Submission of Invoices

- a. Sub-grant recipient agrees to maintain and provide the following documentation to BCW/Workforce, along with Sub-grant recipient's invoice in order to receive payment. Invoices submitted without the below described documentation will not be honored.
 - i. For mileage reimbursement requests, Sub-grant recipient shall use the BCW/Workforce mileage form or their own form which contains the same information. Mileage from home to work will not be reimbursed. Sub-grant recipient is limited to the IRS mileage rate for travel.
 - ii. For staff payroll reimbursement requests, Sub-grant recipients who do not have certified payroll systems in which the payroll register is supported by time sheets must establish a sign-in system and submit time sheets. Time sheets shall reflect time allocated across cost categories, contracts or other activities, whether paid for by BCW/Workforce or not.
 - iii. Sub-grant recipient must submit copies of the front and back of cancelled checks where applicable or other proof of payment such as a bank printout of an electronic transfer to substantiate expenditures in order to be reimbursed. Sub-grant recipient shall also submit all procurement documentation for purchases made with contract funds.
 - iv. For materials such as books and supplies, Sub-grant recipient shall provide signed receipts from students acknowledging delivery of the materials for which BCW/Workforce is being charged.
 - v. For reimbursement of rental and utility charges, Sub-grant recipient shall provide a copy of the lease and, as appropriate, a copy of the entire phone bill, utility bill, and/or rental Agreement along with the applicable proof of payment.

2.5.3 Capital Purchases

Purchases of capital equipment with grant funds shall require the advance and prior approval of the BCW/Workforce and shall be subject to the rules set forth in 2 CFR 200 as they apply to capital expenditures. Funds under this Sub-grant Agreement may not be used for the purchase in whole or in part of real property.

2.5.4 Participant Payments

- a. To the extent there are participant payments for a work experience or internship Participants may not be paid for time not in attendance, holidays, or overtime.
- b. Sub-grant recipient shall serve as the employer of record for all work experience participants.

2.5.5 Credits

- a. Sub-grant recipient shall inform BCW/Workforce regarding requests for reimbursement for advance payments for a good or service for which a credit is later due Sub-grant recipient such as:
 - i. A security deposit on leased equipment, or
 - ii. Space, or
 - iii. Other goods or services, or
 - iv. Receives a credit or discount such as but not limited to, an over payment or an aggregated volume purchase.
- b. Sub-grant recipient shall be responsible for returning the funds to BCW/Workforce at the time they receive reimbursement.
- c. BCW/Workforce reserves the right to deduct such credits, discounts or return payments due or paid to Sub-grant recipient, from any outstanding invoice under this Agreement or any future Agreement in force between BCW/Workforce and the Sub-grant recipient.
- d. The requirement to return these funds shall survive the termination of this Agreement.

2.5.6 Changes to the Budget

Any change to the budget requires the submission in writing by the Subgrant recipient and approval by BCW/Workforce of a Contract Amendment Request and the execution of an amendment.

2.5.7 Release of Claims Upon Final Payment

The Sub-grant recipient, upon final payment of amounts due under this Agreement, less any credits, refunds, or rebates due to BCW/Workforce,

hereby releases and discharges BCW/Workforce from any financial claims arising from this Agreement.

2.6 Property Management

2.6.1 Property Use Limited to the Program

Real or personal property leased or purchased with grant funds shall only be used in implementing the BCW/Workforce programs funded by this Agreement. Title to property purchased with funds made available through this Agreement shall vest with the ODJFS and/or BCW/Workforce and the property shall be returned to BCW/Workforce upon termination of this Agreement.

2.6.2 Sub-grant recipient shall not use contract funds to purchase a part or portion of personal property.

2.6.3 Purchases of capital property shall require the prior approval of BCW/Workforce.

2.6.4 In the event that Sub-grant recipient enters into a lease for real property with funds made available under this Agreement:

- a. Sub-grant recipient shall assure the lease contains a de-obligation clause similar to that contained in this Agreement.
- b. The lease shall not obligate BCW/Workforce.
- c. Sub-grant recipient shall not lease facilities from themselves or from a principal in their organization.

2.6.5 Inventory Tags and Inventory

- a. BCW/Workforce shall provide Sub-grant recipient with numbered inventory tags for property purchased with Contract funds. Sub-grant recipient shall affix the tags to the property.
- b. Thirty (30) days prior to the end of this Agreement, Sub-grant recipient shall present BCW/Workforce with a physical inventory of all property purchased with Contract funds or assigned to Sub-grant recipient by BCW/Workforce. The physical inventory shall contain a reference to the Contract under which funds were allocated for the purchase along with the BCW/Workforce inventory tag number.

2.6.6 Requirement to Return Property

- a. Within thirty (30) days of the termination of this Agreement Sub-grant recipient agrees to return all property purchased with funds under this Agreement to BCW/Workforce except where Sub-grant recipient and BCW/Workforce agree that Sub-grant recipient may continue to utilize such property for another grant funded activity. Any such Agreement must be in writing and signed by BCW/Workforce 's Executive Director.
- b. Sub-grant recipient shall ensure that any equipment purchased with contract funds is collected from employees who resign or are terminated prior to their departure.

2.7 Contract Closeout

2.7.1 The Sub-grant recipient shall comply with all provisions of BCW/Workforce's Contract Closeout Procedures.

2.7.2 Period for Closeout

Except as expressly waived by BCW I Workforce, closeout shall be completed prior to final payment for services performed pursuant to this Agreement. Sub-grant recipient shall provide BCW/Workforce such information and materials within such time periods as BCW/Workforce may require, necessary to complete closeout in accordance with applicable federal and ODJFS regulations and procedures.

2.8 Sub-recipient Procurement

In the event Sub-recipient must procure goods or services their procurement policies must at least be in accordance with the procurement requirements found at 2 CFR 200 et al and Warren County.

2.9 Duplicate Funding

2.9.1 Prohibition against Double Payments

Sub-grant recipient costs or earnings claimed under this Sub-grant Agreement may not also be claimed under another Agreement.

2.9.2 Multiple Funding Sources. Sub-grant recipient shall utilize a cost allocation methodology which assures that BCW/Workforce is paying only its fair share of costs for services, overhead, and staffing not solely devoted to the program funded by this Agreement.

2.10 Limitations on Expenditures

2.10.1 Merit Increases

- a. Except for public or governmental organizations, the amount budgeted for staff increases/merit may not exceed four percent (4%) of the amount of the contract budgeted for salaries. Sub-grant recipient shall not include fringe benefits in the calculation of the amount available for staff merit increases.
- b. Sub-grant recipient agrees that salaries shall not exceed the cap set by USDOL.

2.10.2 Profit

Profit is limited to commercial organizations.

END ARTICLE II

ARTICLE 3

GENERAL CONDITIONS

3.1 Sub-grant recipient's Request for Proposal Response

3.1.1 Political Activity

a. Partisan and Nonpartisan Activities

No participant or employee whose salary is funded in whole or in part by this Agreement may engage in partisan or nonpartisan political activities during the hours for which the participant or employee is paid with federal grant funds.

b. Prohibition Against Acting as a Spokesperson for BCW/Workforce

Neither sub-grant recipient nor any of their employees shall represent himself/herself as a spokesperson for BCW/Workforce or the program funded under this Agreement.

3.2 Religious Activity

3.2.1 Prohibition Against Religious Activity

There shall be no religious worship, instruction, or proselytizing as a part of or in connection with the performance of Sub-grant recipient's obligations under this Agreement.

3.2.2 Prohibition of Use of Funds for Religious Activities

Sub-grant recipient shall not use any funds received under this Agreement in support of any religious activity or anti-religious activity. Participants shall not be employed on the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

3.3 Non-Discrimination

3.3.1 Title VI and Title VII of the Civil Rights Act

Sub-grant recipient agrees to comply with Title VI and Title VII of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended.

3.3.2 Executive Order 11245

Sub-grant recipient agrees to comply with Executive Order 11246 as amended by Executive Order 11375 as well as with section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended.

3.3.3 The Age Discrimination Act

Sub-grant recipient agrees to comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.).

3.3.4 Section 504 of the Rehabilitation Act

Sub-grant recipient agrees to comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended.

3.3.5 Title IX of the Education Amendments

Sub-grant recipient agrees to comply with Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.).

3.3.6 The Americans with Disabilities Act

Sub-grant recipient agrees to comply with Title III of the Americans with Disabilities Act (42 U.S.C. § 12181 et seq.).

3.3.7 WIOA Section 188

If this contract is funded in whole or in part with WIOA funds Sub-grant recipient agrees to comply with WIOA §188 and the regulations promulgated thereunder:

- a. That they shall not discriminate regarding participation, benefits, and employment by assuring that no individual is excluded from participation in, denied benefits, subjected to discrimination, or denied employment in the administration of or in connection with the program or activity because of race, color, religion, sex (except as otherwise permitted under title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief.
- b. That they shall not discriminate against any individual because of their status as a participant.

- c. Not to discriminate on the basis of either citizenship/status as a lawfully admitted immigrant, national, permanent resident alien, refugee, or parolee authorized to work in the United States.
- d. To comply with 29 CFR Part 38, the WIOA Nondiscrimination and Equal Opportunity Regulations.
- e. To provide a harassment-free workplace and give any allegations of harassment priority attention and action by management.
- f. Sub-grant recipient agrees to insert similar provisions to those in this section in all subcontracts for services under this Agreement.

3.3.8 Faith Based

Sub-grant recipient agrees to assure Equal Treatment for Faith Based Organizations. 29 CFR 2, Subpart D.

3.3.9 Complaint Procedures

Sub-grant recipient agrees to be governed by the discrimination complaint and compliance requirements as set forth in 29 CFR parts 31, 32 and 34 with respect to discrimination and equal opportunity requirements.

3.4 Grievances and Grievance Procedures

3.4.1 Participant Grievances

Except with respect to civil rights complaints Sub-grant recipient agrees to provide program participants under this Agreement access to the BCW/Workforce Participant Grievance Procedures for non-criminal grievances or complaints arising in connection with the program provided by Sub-grant recipient. Sub-grant recipient agrees to be bound by any decision arrived at as a result of taking part in the process. With respect to WIOA participants, the final resolution of the grievance must be within sixty (60) days of the filing of the formal grievance or complaint.

3.4.2 Timely Disposition

Sub-grant recipient shall assist BCW/Workforce in the timely investigation of complaints and agrees to take appropriate action to resolve the complaint as shall be determined by BCW/Workforce.

3.4.3 Decisions Subject to ODJFS and Federal Approval

Hearings regarding grievances in which a finding is made in Sub-grant recipient's favor are subject to ODJFS and federal approval.

3.5 Communications, Program Names, Signage, Publicity and Publication

3.5.1 Publication of Program Results

Sub-grant recipient may not undertake any publicity or publish for public consumption any results or information about its program or the participants without prior review by the BCW/Workforce Executive Director

3.5.2 Coordination of Media Announcements

All newspaper, radio and television announcements, advertisements and general newspaper articles must be coordinated through BCW/Workforce's Executive Director and must indicate that the program is funded by the BCW/Workforce, through funds made available through the ODJFS and the applicable grant funding stream. This requirement includes all participant forms, announcements, manuals, handbooks and other informational materials produced by Sub-grant recipient.

3.5.3 Public and Media Outreach Approval

All public and media outreach using marketing materials such as but not limited to brochures, flyers, articles, presentations, electronic communiqués, promoting or regarding a BCW/Workforce funded program must be coordinated with and approved by the BCW/Workforce Executive Director.

3.5.4 Coordination of Communications with the BCW/Workforce Executive Director

Communications, oral or written, between Sub-grant recipient and BCW/Workforce and/or its governing boards shall be initiated through contact with the BCW/Workforce Executive Director prior to making any contact with the members of the BCW/Workforce governing boards.

3.5.5 Public Announcements and Advertising

Sub-grant recipient agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this

Agreement, Sub-grant recipient shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program in accordance with P. L. 103333 §508.

3.6 Sub-grant recipients

3.6.1 Prohibition Against Assignment and Subcontracting

Sub-grant recipient shall not assign, delegate, subcontract or in any way transfer any of its rights or responsibilities or any part of the work or services to be provided for under this Agreement without BCW/Workforce 's prior written approval.

3.6.2 Subcontracts Must Be in Writing

Services approved for subcontracting shall be specified by a written Agreement and shall be subject to each provision of this Agreement. A copy of the subcontract shall be provided to BCW/Workforce upon request.

3.6.3 Subcontracts Subject to Applicable Laws

All subcontracts shall be subject to the federal, ODJFS, and local laws and regulations governing the grant funds awarded to Sub-grant recipient under this Agreement.

3.6.4 Subcontracts Subject to Procurement Requirements

Selection of Sub-grant recipient(s) is subject to the procurement requirements described in this Agreement.

3.7 Notice

3.7.1 Notice to BCW/Workforce

All notices required to be given to BCW/Workforce under this Agreement shall be sufficient when hand delivered or mailed to BCW/Workforce at its office at 406 Justice Dr., Suite 301, Lebanon, Ohio 45036 addressed to the BCW/Workforce Executive Director.

3.7.2 Notice to Sub-grant recipient.

All notices required to be given to the Sub-grant recipient under this Agreement shall be sufficient when hand delivered or mailed to the Sub-grant recipient at its office located at 2901 Gilbert Avenue, Cincinnati OH 45206 addressed to the Program Manager.

3.8 Notice of Actions Involving Sub-grant recipients

The Sub-grant recipient shall give BCW/Workforce immediate notice in writing of any action or suit filed, or of any claim made against Sub-grant recipient by any other Sub-grant recipient or vendor which in the opinion of the Sub-grant recipient may result in litigation, related in any way to this Agreement.

3.9 Assurances and Certifications

Sub-grant recipient agrees to comply with the Assurances and Certifications appended hereto as Exhibit B.

3.10 Integration

3.10.1 Exhibits

The parties agree and understand that the words and figures contained in the following list of documents are incorporated by reference unless otherwise noted and are as fully a part of this Agreement as if such documents were set forth verbatim and at length herein.

- a. Exhibit A – The budget. This exhibit is attached to the Agreement.
- b. Exhibit B – ODJFS Assurances and Certifications. This exhibit is attached to the Agreement.
- c. Exhibit C – Drug Free Workplace Certificate. Submitted by Sub-grant recipient with their proposal response.
- d. Exhibit D – Debarment Form. Submitted by Sub-grant recipient with proposal response.
- e. Exhibit E – Lobbying Form. Submitted by Sub-grant recipient with proposal response.
- f. Exhibit F – Lobbying Certification Form. Submitted by Sub-grant recipient with proposal response.

- g. Exhibit G - Certification Regarding Environmental Tobacco Smoke
- h. Exhibit H – The Request for Proposal and Sub-grant recipient's Request for Proposal Response except as it has been modified by Article 6 Scope of Work.
- i. EXHIBIT I - WIOA 29 U.S.C. 3101 et seq. Public Law 113 – 128. Statutes and regulation
- j. Exhibit J - Child Labor Laws, as applicable. 29 USC 203 (Subparts C and E): Employment of Minors Between Fourteen (14) and Sixteen (16) Years of Age, Occupations Particularly Hazardous for the Employment of Minors Between Sixteen(16) and Eighteen(18) Years of Age or Detrimental to Their Health or Well-being (subpart E).
- k. Exhibit K - Immigration and naturalization service regulations for employers and employees Public Law 107 -124 and 107-125

3.10.2 Exhibits as Public Documents

Exhibits I, J, and K, are public laws and are not attached to this Agreement.

3.10.3 Exhibits on File

A copy of all the above documents, other than the statutes and regulations, which are public documents, shall be maintained on file at the BCW/Workforce offices. One (1) copy of the executed Agreement and Exhibits will be furnished to the Sub-grant recipient by BCW/Workforce.

3.11 Vested Powers

All powers not explicitly vested in the Sub-grant recipient by this Agreement will remain with BCW/Workforce.

3.12 Termination

3.12.1 Termination Conditions

- a. BCW/Workforce or Sub-grant recipient may request a termination for convenience upon thirty (30) days prior written notice to the other or such shorter period as may be mutually agreed to by the parties. Sub-grant recipient will be entitled to receive compensation for services

performed in accordance with the conditions set forth herein through the date of termination. BCW/Workforce shall not be liable for any expenses incurred by the Sub-grant recipient after the effective date of termination of the Agreement.

- b. BCW/Workforce may immediately terminate this Agreement if for any reason either the federal government or ODJFS fails to provide BCW/Workforce the Grant, under which this Agreement is funded.
- c. BCW/Workforce may terminate this Agreement at any time that the BCW/Workforce authorized representative, which shall be the Executive Director, determines that:
 - i. Sub-grant recipient has failed to comply with any of the provisions contained in this Agreement, or
 - ii. Sub-grant recipient has failed to perform in whole or in part under this Agreement or has failed to make sufficient progress so as to endanger Sub-grant recipient's performance of their obligations under this Agreement; or
 - iii. Sub-grant recipient has failed to comply with the Statutes or Regulations applicable to the programs/services funded by this Agreement; or,
 - iv. Sub-grant recipient has failed to take corrective action, or
 - v. Sub-grant recipient has taken an action, which in the opinion of the BCW/Workforce Executive Director, jeopardizes the program or the funds made available under this Agreement.
- iii. Sub-grant recipient has employed illegal aliens in violation of the Immigration and Nationality Act, 8 U.S.C. 1324(a).

3.12.2 Suspension and Termination

- a. If BCW/Workforce elects to terminate this Agreement under the provisions set forth in Article 4, Section 4.12.1, above, BCW/Workforce may immediately suspend the Agreement and refuse any payments due Sub-grant recipient. Sub-grant recipient shall be notified in writing of BCW/Workforce's suspension and of BCW/Workforce's termination of the Agreement.
- b. If BCW/Workforce allows Sub-grant recipient a resolution period to correct the problem, then Sub-grant recipient shall have ten (10)

working days in which to respond in writing with a corrective plan. Failure to respond with a corrective plan acceptable to BCW/Workforce shall result in a termination notice to Sub-grant recipient effective from the time of the original suspension.

3.12.3 Suspension of Payments

BCW/Workforce may immediately suspend payment to Sub-grant recipient at any time that the BCW/Workforce Executive Director has sufficient cause to seek termination of this Agreement as described in Article 3, Section 3.12. If BCW/Workforce grants the Sub-grant recipient the opportunity to correct the problem, then suspension of payments shall remain in effect until BCW/Workforce determines the problem has been resolved and the program continues, or until BCW/Workforce terminates the program, at which time no payments would be made after the date of the original suspension.

3.12.4 Payments Due Sub-grant recipient in the Event of a Termination

In the event of a termination, the Sub-grant recipient shall be paid for services rendered up to the date of termination however, from the amount due there shall be deducted:

- a. All advances or other payments on account made to the Sub-grant recipient which are applicable to the terminated portion of this Agreement; and
- b. Any credits, discounts or overpayments as described in Article 2 above; and
- c. Any claim which BCW/Workforce may have against the Sub-grant recipient in connection with this contract or any other prior Agreement; and
- d. The agreed-for-price for, or the proceeds of the sale of, any materials, supplies or other things acquired by the Sub-grant recipient or sold pursuant to the provisions of this clause and not otherwise recovered by or credited to BCW/Workforce; and
- e. Any outstanding questioned or disallowed costs attributable to the Sub-grant recipient arising out of an investigation, monitoring report or audit of this Agreement or any other Agreement Sub-grant recipient had with BCW/Workforce; and

- f. If a termination under this Agreement is partial, prior to the settlement of the terminated portion of this Agreement, the Sub-grant recipient may file with BCW/Workforce a request in writing for an equitable adjustment of the price or prices specified in the Agreement relating to the continued portion of the contract.

3.12.5 Sub-grant recipient Liability

In the event of a termination for cause, Sub-grant recipient shall be liable to BCW/Workforce for damages sustained by BCW/Workforce by virtue of any breach of the Agreement by the Sub-grant recipient including court costs and reasonable attorney's fees.

3.13 Maintenance of Effort

3.13.1 Prohibition Against Displacement

Employment funded under this Agreement shall only be in addition to employment, which would otherwise be financed by the Sub-grant recipient without assistance under this Agreement.

3.13.2 Maintenance of Effort Assurance

a. To assure maintenance of effort the program funded by this Agreement:

- i. Shall result in an increase in workforce opportunities over those which would otherwise be available.
- ii. Shall not result in the displacement of currently employed workers by either a participant or an individual employed to carry out the obligations under this Agreement, including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits.
- iii. Shall not impair current contracts for services or collective bargaining Agreements or result in the substitution of federal funds made available by this Agreement to subsidize work that would otherwise be performed by the Sub-grant recipient.
- iv. Shall not create a job in a promotional line for either a participant or an individual employed to carry out the obligations under this Agreement, which will infringe in any way upon the promotional opportunities of a currently employed individual.
- v. When Sub-grant recipient anticipates a situation, such as that described in Article 3, Section 3.13, Sub-grant recipient shall

immediately notify BCW/Workforce and await instruction prior to expending any funds as contracted for in connection with the operation of its program.

3.13.3 Participant Placement

- d. No participant shall be employed or job opening filled with an individual whose salary is funded by this Agreement when any other individual is on lay-off from the same or any substantially equivalent job.
- e. No participant shall be employed or job opening filled with an individual whose salary is funded by this Agreement when the employer/Subgrant recipient has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant or employee whose wages are subsidized by WIOA or paid for with WIOA funds.

3.13.4 Relocation

Sub-grant recipient shall not use any of the funds under this Agreement to encourage or induce the relocation of an establishment. Sub-grant recipient shall not enter into any Agreement or relationship with a relocated establishment for the conduct of customized or skill training, on the job training, or company specific assessments of job applicants for a period of one hundred and twenty (120) days after the establishment has opened its doors for business with the general public. Establishments include successors in interest. Violations of this section shall result in double damages to be repaid to BCW/Workforce.

3.14 Davis Bacon Wages

Sub-grant recipient agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the applicable US DOL regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

3.15 Copeland Anti-Kickback Act

Sub-grant recipient shall comply with the requirements of the Copeland Anti-Kickback Act (40 U.S.C. 3145), and the applicable US DOL regulations (29 CFR Part 3, "Sub-grant recipients and Sub-grant recipients on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

3.16 Prohibition Against Unallowable and Criminal Activities

3.16.1 Unallowable, Fraudulent and Criminal Activities

Sub-grant recipient shall not enroll ineligible individuals, embezzle, willfully misapply, steal or obtain by fraud any moneys, funds, assets or property which are the subject of this Agreement or amendments hereto. If Subgrant recipient violates this provision, Sub-grant recipient shall be required to refund all monies and shall be subject to the sanctions of the Act and to the criminal provisions of Title 18 of the United States Code § 665. The Sub-grant recipient shall also be subject to the immediate suspension of payments and/or termination of this Agreement.

3.16.2 Prohibition Against Solicitations and Gratuities

Sub-grant recipient certifies that neither they nor any of their officers or employees have tendered, or solicited gratuities, favors or anything of monetary value, from any BCW/Workforce employee or governing board member or otherwise exerted any undue influence in the selection process or award of this contract.

3.16.3 Prohibition Against the Payment of Fees

Sub-grant recipient agrees that they will not use any of the funds under this Agreement for the payment of a fee in connection with the placement or referral of an WIOA participant to training.

3.17 Child Labor Laws and the Pro Children Act

3.17.1 Child Labor Laws

Sub-grant recipient shall comply with all applicable federal, ODJFS and local child labor laws in carrying out the terms and conditions of this Agreement.

3.17.2 Pro-Children Act

Sub-grant recipient agrees to comply with the Pro-Children Act 20 U.S.C. 6083.

3.18 Collective Bargaining Agreements

3.18.1 Application of Collective Bargaining Agreements

Sub-grant recipient agrees to comply with and shall not violate the terms and conditions of any collective bargaining Agreement in effect and applicable to this Agreement during the course of this Agreement.

3.18.2 Activities Inconsistent with Collective Bargaining Agreements

If a program to be funded under this Agreement would be inconsistent with the terms of a collective bargaining Agreement, then Sub-grant recipient shall seek the written concurrence of both the labor organization and the affected employer prior to operating such program.

3.19 Unions

3.19.1 Use of Funds

Sub-grant recipient shall not use any funds under this Agreement to assist, promote, or deter union organizing.

3.19.2 Placement During a Work Stoppage

No participant may be placed into or remain working in any position which is affected by labor disputes involving a work stoppage. Sub-grant recipient shall make every effort to relocate participants who wish to remain working, into suitable positions unaffected by the work stoppage.

3.19.3 Union Membership

Sub-grant recipient shall not require any participant in a position funded by this Agreement to join a union in order to receive institutional training unless the participant is subject to a collective bargaining Agreement containing a union security provision.

3.20 Working Conditions

3.20.1 Appropriate Conditions

Sub-grant recipient agrees that conditions of employment and/or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the participants.

3.20.2 Hazardous and Dangerous Conditions

Sub-grant recipient shall not place participants at work or training sites which are or could reasonably be expected to be hazardous, dangerous, unsafe or unsanitary. Participants assigned to work in inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices.

3.20.3 Benefits and Working Conditions

Participants shall be accorded the same benefits and working conditions accorded other employees working a similar length of time and doing similar types of work.

3.20.4 Health and Safety Standards

Health and Safety Standards established by ODJFS and federal laws applicable to working conditions of employees shall be equally applicable to participants. At a minimum Sub-grant recipient shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 et seq., and 29 CFR part 5.

3.20.5 Contributions to Retirement Systems

No funds available under this Agreement may be used for contributions on behalf of any participant to a retirement system or plan.

3.21 Certification Regarding Environmental Tobacco Smoke

Sub-grant recipient agrees to comply with the Certification Regarding Environmental Tobacco Smoke.

3.22 Insurance and Bonding

The Sub-grant recipient shall maintain the insurance and bonding specified below during the term of this Agreement.

3.22.1 Third Party Liability

Third Party General Liability Insurance on a negligence basis, including injuries and accidental death to any person in an amount not less than three hundred thousand dollars (\$300,000.00) and subject to the same limit for more than one (1) person in an amount not less than one hundred thousand dollars (\$100,000.00) on account of one (1) accident.

3.22.2 Fidelity Insurance or Honesty Bond

Sub-grant recipient shall secure Fidelity Insurance or an Honesty Bond to cover fraud or employee dishonesty, in the amount awarded under this contract or in the event that Sub-grant recipient has several contracts with BCW/Workforce, for the total amount of the funding awarded to Sub-grant recipient during the same contract period. Sub-grant recipient shall be

liable for any sums not covered and/or paid by their insurer in the event of a theft, fraud or other dishonest act.

3.22.3 Property

- a. Sub-grant recipient shall provide insurance coverage for all property purchased with BCW/Workforce funds to cover loss or damage to the property.
- b. Sub-grant recipient shall maintain property insurance to cover damage or losses in an amount not less than one hundred thousand dollars (\$100,000.00) for damage on account of any one (1) accident and in an amount not less than fifty thousand dollars (\$50,000.00) for damages on account of all accidents.
- c. Sub-grant recipient agrees to report any loss, theft, or damage to BCW/Workforce property, along with the property's inventory tag number to BCW/Workforce and to the local police department as soon as possible following discovery of the loss, theft, or damage, but in any case, not later than thirty (30) days following the actual loss, theft, or damage.
- d. Sub-grant recipient shall report any recovery, following a loss, theft, or damage, from their insurer to BCW/Workforce. BCW/Workforce will inform Sub-grant recipient as to whether or not it may use the funds to replace the property or whether the monies should be returned directly to BCW/Workforce.

3.22.4 Non-Owner Coverage

Sub-grant recipient shall maintain non-owner vehicle insurance coverage and shall name BCW/Workforce as an additional insured.

3.22.5 Directors and Officers, Employment Practice Liability and Errors and Omission Coverage

Non-governmental Sub-grant recipients shall maintain Directors and Officers Liability Insurance, which shall include Employment Practice Liability and Errors and Omission Coverage. Coverage shall be in the amount of at least one million dollars (\$1,000,000.00).

3.22.6 Certificates of Insurance

The Sub-grant recipient shall make Certificates of Insurance and Bonding available to BCW/Workforce, prior to commencing operations under this

Agreement. The certificates must indicate that Sub-grant recipient has obtained insurance and bonding in the amounts, types and classifications specified in this section.

3.22.7 Addition of BCW/Workforce as a Named Insured

All insurance coverage required by BCW/Workforce under this Agreement shall cite BCW/Workforce as an additional insured under the policy. In the event the policy is cancelled BCW/Workforce shall have the right to cancel this Agreement.

3.22.8 Failure to Maintain Insurance

Sub-grant recipient shall not cancel, materially change, or not renew insurance coverages affecting this contract before final payment by BCW/Workforce is made to the Sub-grant recipient. Sub-grant recipient shall notify BCW/Workforce in writing, of any material reduction or exhaustion of aggregate limits. Any exposure realized as a result of being underinsured shall be covered by the Sub-grant recipient with non-federal funds. Failure to maintain the insurance coverages required herein, may result in termination of the contract.

3.23 Independent Sub-grant recipient

3.23.1 Agreement Does Not Create an Agency or Employment Relationship

Sub-grant recipient agrees that Sub-grant recipient is an independent Sub-grant recipient and no provision of this Agreement shall be construed as creating an agency or employment relationship between BCW/Workforce and Sub-grant recipient or Sub-grant recipient's employees.

3.23.2 Sub-grant recipient Responsible for Acts of Employees

Sub-grant recipient agrees that they are responsible for the actions of its representatives, employees, and instructors with regard to all aspects of Sub-grant recipient's program including, but not limited to, program implementation, the certification and submission of time and attendance records, invoices, submission and verification of financial reports, and maintenance of records.

3.24 Indemnification Applicable to Private-For-Profit, Public-Not-for-Profit and Private Not-for-Profit Entities

Sub-grant recipient shall at all times hereafter indemnify, hold harmless and, at BCW/Workforce's option, defend or pay for an attorney selected by

BCW/Workforce to defend BCW/Workforce, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs, and expenses, caused by a negligent act or omission of Sub-grant recipient, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by BCW/Workforce any sums due Sub-grant recipient under this Agreement may be retained by BCW/Workforce until all of BCW/Workforce's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of BCW/Workforce.

3.25 Additional Indemnification

In addition to other indemnification and assumption of liability agreed to herein, Sub-grant recipient shall be responsible for the cost of legal defense awards, damages, penalties and/or fines for claims brought against Sub-grant recipient and also naming BCW/Workforce for acts of commission and/or omissions on the part of the Sub-grant recipient in relation to employees, consultants, agents or persons providing goods and/or services under this Agreement to Sub-grant recipient.

3.26 Rights and Remedies Not Waived

No payment by BCW/Workforce to Sub-grant recipient shall be construed as a waiver of any breach or default in the performance of any condition under this Agreement or amendment hereto; nor shall such payment impair or prejudice any right of BCW/Workforce with respect to such breach or default; nor shall any assent by BCW/Workforce express or implied, to such breach or default, be construed as assent to any succeeding breach or default.

3.27 Conflict of Interest and Code of Conduct

3.27.1 Compliance with Federal Conflict Rules

Sub-grant recipient certifies that Sub-grant recipient is in compliance with the WIOA and ODJFS conflict of interest restrictions.

3.27.2 Code of Conduct

Sub-grant recipient agrees to abide by BCW/Workforce's Code of Conduct or with its own Code of Conduct so long as it meets the minimum standard set forth in the Uniform Guidance at 2 CFR 215.42.

3.27.3 Avoidance of Purchasing Conflicts

Neither Sub-grant recipient nor any individual whose salary is funded in whole or in part under this Agreement, or who is responsible for carrying out the obligations under this Agreement, shall enter into a contract, and/or purchase goods, and/or services with funds made available under this Agreement from an individual related to Sub-grant recipient or Sub-grant recipient's employees.

3.27.4 Expert Witness Prohibition

Sub-grant recipient agrees that none of its officers or employees shall during the term of this Agreement serve as an expert witness against BCW/Workforce, in any legal or administrative proceeding in which he or she is not a party unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing as an expression of his or her expert opinion which is adverse or prejudicial to the interests of BCW/Workforce, or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

3.27.5 Conflict Rules Applicable to Sub-grant recipients

In the event Sub-grant recipient is given written authorization from BCW/Workforce to utilize Sub-grant recipients to perform any services required by this Agreement Sub-grant recipient agrees to prohibit such Sub-grant recipients by written contract, from having any conflicts as within the meaning of this section.

3.28 Nepotism

3.28.1 Nepotism in Employment

- a. Sub-grant recipient may not hire a person in an administrative capacity, staff position, or on-the-job training position funded under the Act if a member of that person's immediate family is employed in an administrative capacity for BCW/Workforce or the Sub-grant recipient. Sub-grant recipient shall make full disclosure regarding any procurements which are not arm's length including small business purchases and may not enter into any Agreements or make purchases without BCW/Workforce's approval where a conflict of interest, or the appearance of a conflict of interest exists or the purchase is not arm's

length and involves a family member as described herein, or a business partner or related company.

- b. Sub-grant recipient may hire an individual related to a staff member, however, no individual employed by Sub-grant recipient shall supervise a member of their immediate family.

3.28.2 Definition of Immediate Family Member

Immediate family member for purposes of this section shall mean a wife, husband, son, daughter, son-in-law, daughter-in-law, sister, brother, sister-in-law, brother-in-law, mother, father, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, grandparent, grandchild, half-brother, half-sister and first cousin.

3.28.3 Applicability of Stricter Standards

Where the Sub-grant recipient's nepotism guidelines or ODJFS or local guidelines are more stringent than the above requirement, those guidelines shall be followed instead.

3.29 Governing Laws and Venue

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Ohio. Venue for litigation arising out of or concerning this Agreement shall be in the Twelfth District Court of Appeals, Court of Common Pleas, Warren County Court or the Municipal Courts as appropriate.

3.30 Compliance with the Clean Air Act, and the Federal Water Pollution Control Act

To the extent this contract is funded in excess of one hundred thousand dollars (\$100,000.00) of federal funds Contactor shall comply with the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, 33 U.S.C.1251 et seq., as amended.

3.31 Energy Policy and Conservation Act

Sub-grant recipient agrees to comply with the Energy Policy and Conservation Act, 12 USC 6201 and Environmental Protection Agency regulations (40CFR Part 15), and the Energy Policy and Conservation Act of 1988 as amended. (Pub. L. 94-163, 89 Stat. 871). [53 FR 8079, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

3.32 Resource Conservation and Recovery Act, 42 USC 6962.

Sub-grant recipient agrees to comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 USC 6962.

3.33 Trafficking Victims Protection Reauthorization Act of 2013

Sub-grant recipient agrees to comply with the Trafficking Victims Protection Reauthorization Act of 2013 (Title XII of the Violence Against Women Reauthorization Act of 2013). Sub-grant recipient may not 1) engage in severe forms of trafficking in persons during the term of this Agreement or 2) Procure a commercial sex act during the term of this Agreement or 3) use forced labor in the performance of this Agreement.

3.34 Veteran's Priority

In determining eligibility and enrolling participants into the program funded by this Agreement Sub-grant recipient agrees to comply with the Veteran's Priority Provisions 38 U.S.C. 4215, the regulations 20 CFR part 1010 and U.S. DOL Training Employment Guidance Letter (TEGL) No. 10-09 (November 10, 2009) which requires a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services.

3.35 Representation Regarding Quality

3.35.1 Sub-grant recipient Staff Have the Knowledge and Skills to Deliver Services

Sub-grant recipient represents that all person delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof to adequately and competently perform the duties, obligations, and services set forth in this Agreement and to provide and perform such services to BCW/Workforce's satisfaction for the agreed compensation.

3.35.2 Sub-grant recipient Shall Exercise Economic Prudence

Sub-grant recipient shall make every effort to exercise economic reasonableness in all expenditures involved in the delivery of services under this Agreement.

3.35.3 Quality of Performance

The quality of Sub-grant recipient's performance and all interim and final product(s) provided to or on behalf of BCW/Workforce shall be comparable to the best local, ODJFS and national services.

ARTICLE 4

PROGRAM REQUIREMENTS

4.1 Sub-grant recipient Monitoring

4.1.1 Sub-grant recipient's Responsibility

- a. Sub-grant recipient shall establish a protocol to monitor the program funded by this Agreement. Monitoring shall include, but is not limited to, a review of participant eligibility, data entry participant time and attendance, verification of documents and reports prepared and/or submitted to BCW/Workforce by Sub-grant recipient, participant progress reports, invoices and fiscal records.
- b. The Self-Monitoring required by this Agreement shall be in addition to the monitoring conducted by the BCW/Workforce.

4.1.2 Monitoring Schedule

Sub-grant recipient's monitoring protocol shall be conducted in accordance with a schedule approved by the BCW/Workforce. Sub-grant recipient shall submit their monitoring schedule to the BCW/Workforce by July 31 of each program year that this Agreement is in effect.

4.1.3 Sub-grant recipient's Monitoring Report and Corrective Action

Within five (5) business days following the completion of the self-monitoring protocol Sub-grant recipient shall submit a copy of their monitoring report which shall include any findings identified and Sub-grant recipient's proposed corrective action to the BCW/Workforce.

- a. The BCW/Workforce shall inform Sub-grant recipient in writing regarding acceptance of the proposed corrective action or shall provide Sub-grant recipient with additional instructions on resolving any of the findings.
- b. Failure to take the requisite corrective action as a result of any monitoring findings may result in a determination that Sub-grant recipient has failed to meet a performance element as described in Article 7, a recommendation not to renew this Agreement or nonpayment of a cost related to a fiscal finding.
- c. If ODJFS and/or federal oversight entity does not agree with the resolution of a questioned or disallowed cost as a result of a monitoring

or audit finding, Sub-grant recipient shall comply with the ODJFS or federal determination and in the event of a questioned or disallowed cost Sub-grant recipient shall be liable to BCW/Workforce for repayment of the cost which has been questioned or disallowed.

4.1.4 Coordination of Monitoring with Annual ODJFS Visit

Self-monitoring shall include a one hundred percent (100%) file review each year this contract is in effect. The file review shall be coordinated to occur thirty (30) days prior to the notice of the ODJFS's annual monitoring visit. The file review shall incorporate the current program year and the immediately preceding program year.

4.2 Access to Records

4.2.1 Availability of Records

- a. At any time during the term of this Agreement, or at any time during the record retention period following termination of this Agreement, Sub-grant recipient shall permit the Secretary of Labor, Comptroller General, the Governor, BCW/Workforce or their designated representatives to monitor, conduct on site evaluations, audits, and investigations, to ensure compliance with the terms of the Agreement and amendments hereto.
- b. Sub-grant recipient shall make original and/or certified copies of all records, related to this Agreement, such as but not limited to fiscal records, invoices, payroll records, personnel files, reports, plans, documents, maps or other data used, produced, or developed by Subgrant recipient pertaining to the program funded by this Agreement or amendment hereto, available to BCW/Workforce, the Comptroller, General of the United States, the federal government and/or the Governor or their designated representatives at any time upon reasonable notice and at no cost for the purpose of auditing, monitoring, review, investigation, survey or examination, even though, the Sub-grant recipient may at the time of the request no longer be a sub-recipient of BCW/Workforce .

4.2.2 Access to Records Prior to Funding

Upon demand and/or within thirty (30) days prior to funding Sub-grant recipient shall allow BCW/Workforce to evaluate Sub-grant recipient's fiscal and personnel systems in order to be assured of Sub-grant recipient's capability to manage the program or project funded by this Agreement.

4.3 Record Retention

4.3.1 Five Year Retention Requirement

Sub-grant recipient shall keep copies of all participant and fiscal records pertaining to this Agreement or any amendment hereto for five (5) years following the expiration of this Agreement. However, if any audit, claim, litigation, negotiation or other action involving this Agreement or amendment hereto has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

4.3.2 Title to Records Vests with BCW/Workforce

Sub-grant recipient understands and agrees that the contract records are BCW/Workforce's property and are maintained for the benefit of BCW/Workforce. Sub-grant recipient shall not dispose of any records without the prior written consent of BCW/Workforce and in the event of a termination of the Agreement shall either return all records to BCW/Workforce or shall maintain the records and make them accessible in accordance with the terms and conditions of this Agreement through the record retention period.

4.3.3 Property Records

Sub-grant recipient shall maintain all records pertaining to any property purchased with funds under this Agreement for five (5) years following final disposition of that property. For purposes of this section, final disposition shall include a return of the property to BCW/Workforce. Any property returned to BCW/Workforce must be accompanied by all original records or certified copies thereof pertaining to the property.

4.3.4 Commencement of the Record Retention Period

The retention date of records shall commence with the termination of this Agreement or any amendment hereto.

4.4 PELL Grants and Other Financial Aid

4.4.1 Application for PELL

Sub-grant recipient shall assist all BCW/Workforce participants, referred or approved to receive tuition assistance, with the application process for PELL Grants, or other federal, ODJFS, or local financial assistance.

4.4.2 Coordination of PELL, Other Awards and WIOA

- a. If Sub-grant recipient is a Title IV eligible educational institution under the Higher Education Act, or is referring participants to training with such institutions, Sub-grant recipient shall inform BCW/Workforce of the amounts and disposition of HEA Title IV awards and all other financial aid afforded to participants within fifteen (15) days of the financial award.
- b. If tuition is included in the contract budget, the budget shall be adjusted upon the participants' receipt of financial aid to avoid duplicate payments.

4.5 Enforcement of Contract Terms

4.5.1 Failure to Enforce Is Not a Waiver

- a. The failure of BCW/Workforce to strictly enforce any of the provisions of this Agreement, or to require strict performance by the Sub-grant recipient of any of the provisions herein, shall in no way be construed to be a waiver of such provisions or any other provision nor shall it in any way affect the validity of this Agreement or any part hereof, nor waive the right of BCW/Workforce to enforce each and every provision herein.
- b. Sub-grant recipient is responsible for fulfilling all terms and conditions of this Agreement.
- c. Regardless of any monitoring conducted by BCW/Workforce, Sub-grant recipient remains solely responsible for its performance.

4.6 Audit

- 4.6.1 Sub-grant recipient shall provide for the conduct of an external audit of the program funded by this Agreement if the total aggregate expenditures of federal funds received from any source total seven hundred and fifty thousand dollars (\$750,000.00) or more in any fiscal year.
 - a. The audit shall be conducted in accordance with the provisions of the Uniform Guidance 2 CFR 200 Subpart F.

- b. Audits shall be organization wide as required by the Uniform Guidance.

4.6.2 Reimbursement for Audit Expense

Sub-grant recipient agrees that although funds might be allocated in their budgets for audit expense, they will not seek reimbursement from BCW/Workforce for the costs of any audit in whole or in part, for any fiscal year in which their expenditure of federal funds regardless of the source of receipt of those federal funds does not exceed seven hundred and fifty thousand dollars (\$750,000.00).

4.6.3 Period of Performance

- a. Audits must be conducted, completed, and submitted within nine (9) months after the end of the audit period or within thirty (30) days of the receipt of the Audit Report which ever comes sooner.
- b. Failure to submit an Audit Report, as required, may result in the withholding of payments due Sub-grant recipient under this or any other Agreement with BCW/Workforce.

4.6.4 Disallowed and Questioned Costs

- a. Sub-grant recipient shall be liable to BCW/Workforce for any disallowed or questioned costs that Sub-grant recipient or BCW/Workforce incurs as a result of Sub-grant recipient expending funds in violation of this Agreement or in violation of the applicable federal, ODJFS or local statutes, regulations, rules, policies, or procedures.
- b. Disallowed or questioned costs may be identified through a monitoring report, investigation, review, or audit. Disallowed or questioned costs shall be refunded and promptly repaid to BCW/Workforce by Sub-grant recipient within thirty (30) days of the issuance of the report.

4.6.5 Audit Resolution Procedures

Sub-grant recipient agrees to be subject to the monitoring, review and audit resolution procedures established by BCW I Workforce, ODJFS or the applicable federal agency and to cooperate with BCW/Workforce in the event that resolution cannot be achieved at BCW/Workforce's level.

4.6.6 Deduction from Monies Due Sub-grant recipient

If this or any other Agreement is in effect at the time of the identification of a questioned or disallowed cost, or a credit that is due BCW/Workforce,

BCW/Workforce may deduct the amount disallowed/questioned from any reimbursements or payments due Sub-grant recipient.

4.6.7 Failure to Discover

BCW/Workforce's failure to promptly discover or demand payment for questioned or disallowed costs will not relieve Sub-grant recipient from their obligation to repay the disallowance or questioned cost at the time of identification or demand.

4.6.8 Stand-In Costs

Sub-grant recipient may with the written approval of BCW/Workforce and ODJFS substitute allowable uncharged costs or documented in-kind contributions, made from non-federal sources to support the program funded by this Agreement, to stand in for a disallowed or questioned cost. Such contributions or in-kind payments must have been documented in Sub-grant recipient's fiscal books of account as required by the federal rules. The expenditure must be supported by the Sub-grant recipient's independent Audit Report. The uncharged costs must have been incurred in the same title, cost category, and program year as the costs, which they are proposed to replace.

4.6.9 Expiration of the Contract

The expiration of the contract shall not affect BCW/Workforce's, the ODJFS's, or any federal agency's right to audit, disallow, or question a cost, or Sub-grant recipient's obligation to repay the cost.

4.6.10 Audit Requirements Upon Dissolution of Sub-grant recipient's Organization or Termination of Agreement

- a. In the event of the voluntary or involuntary dissolution of Sub-grant recipient's organization Sub-grant recipient shall inform BCW/Workforce, within twenty-four (24) hours of Sub-grant recipient's knowledge of its intent to dissolve or of the involuntary dissolution of their organization, and prior to actual dissolution, agrees to allow BCW/Workforce to arrange for an immediate audit of Sub-grant recipient's organization. BCW/Workforce may also request or make provisions for the preservation of all records pertaining to the program(s) funded by this Agreement so that an immediate audit may be performed.
- b. Notice required by this section shall be in writing and in accordance with the Notice provisions contained herein.

- c. If Sub-grant recipient is requested to provide BCW/Workforce with their records or elects to provide BCW/Workforce with all its records pertaining to this Agreement they shall be delivered to the BCW/Workforce Executive Director who is the designated custodian of the records for purposes of compliance with this section.

4.7 Amendments

4.7.1 Requests for Amendments

If either Sub-grant recipient or BCW/Workforce wishes to modify this Agreement, the proposed changes shall be submitted to the other party in accordance with the Notice section under this Agreement. No such change shall be effective until approved by BCW/Workforce and/or the Sub-grant recipient and a formal amendment to this Agreement is executed by both parties.

- a. Sub-grant recipient shall not be permitted to increase staff salaries not already provided for in the budgets attached hereto as Exhibit A and Exhibit B, add new lines items or make other adjustments to the budget without a prior written contract modification request to BCW/Workforce.
- b. Sub-grant recipient shall not make expenditures or otherwise encumber funds prior to execution of a formal amendment.
- c. Where modification requests include changes to the budget BCW/Workforce shall evaluate the cost reasonableness of the request and if appropriate justification is provided by Sub-grant recipient a written amendment shall be executed.

4.7.2 Time for Requesting Amendments

Sub-grant recipient may request an amendment to their Agreement one (1) time per program year quarter. The deadline for the last request shall be May 15th for each year this Agreement is in effect.

4.7.3 BCW/Workforce's Unilateral Rights to Amend

Sub-grant recipient agrees that BCW/Workforce may unilaterally amend this Agreement to conform to changes in any federal or ODJFS statute, regulation, or policy which is applicable to the program funded by this Agreement or any amendment hereto.

4.7.4 Amendments for Local Conditions

Sub-grant recipient agrees that BCW/Workforce may amend this Agreement as regards reduction in training slots and/or a redirection of training areas affecting and reducing total funds available to Sub-grant recipient, as a result of economic conditions and/or employment trends within the Area 12 labor market.

4.8 Copyrights, Patents, Rights in Data, Invention

4.8.1 Non-Exclusive Use and License

- a. Sub-grant recipient agrees that BCW/Workforce, the ODJFS and the federal government shall have a royalty free, nonexclusive and irrevocable license to reproduce, publish or otherwise use a copyright or patent or rights in data in any work, or invention developed in whole or in part with contract funds or purchased with contract funds.
- b. BCW/Workforce may utilize products as described in paragraphs "a" above in conjunction with fee for service activities developed or operated by BCW/Workforce.
- c. Sub-grant recipient agrees to comply with this section regardless of whether a copyright or patent has been secured or applied for in connection with the materials, products, rights in data, intellectual property or other similar materials or part thereof developed in whole or in part with funds made available under this Agreement.
- d. Any breach of this section shall entitle BCW/Workforce to damages at least equal to the fair market value of the materials, products, rights in data, intellectual property or other similar materials or part thereof and such other damages including punitive damages as a court may award.

4.8.2 Rights to Inventions

Sub-grant recipient agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency, as applicable.

4.8.3 Curriculum Materials

Curriculum materials developed and copyrighted with non-contract funds used for the program funded by the Agreement are not subject to this section.

4.9 Compliance with ODJFS and BCW/Workforce Policies and Procedures

Sub-grant recipient agrees to comply with all DOL, BCW/Workforce policies and procedures applicable to the program funded by this Agreement.

4.10 Prior Agreements

This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, and understandings applicable to the matters contained herein and Sub-grant recipient and BCW/Workforce agree that there are no commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, Sub-grant recipient and BCW/Workforce, agree that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Sub-grant recipient and BCW/Workforce.

4.11 Participant Confidentiality

4.11.1 Sub-grant recipient Employees' Confidentiality Obligations

Sub-grant recipient, its employees, and individuals under the supervision of Sub-grant recipient and Sub-grant recipients of Sub-grant recipient in the course of performing their duties who receive and utilize confidential Workforce program information shall:

- a. Maintain the confidentiality of employer, employee and participant.
- b. Identify any and all related information pursuant to state and federal law and regulations.
- c. Abide by data security measures as necessary to comply with the Health Insurance Portability and Accountability Act (HIPAA) and, if requested by BCW/Workforce, Sub-grant recipient shall execute a Business Associate Agreement if applicable for the purpose of complying with HIPAA. If required by HIPAA or other laws, Sub-grant recipient shall include in its "Notice of Privacy Practices" notice of Sub-grant recipient's and BCW/Workforce's uses of client's Public HIPAA Information (PHI). The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement.

4.12 Buy American

Any equipment or goods to be purchased under this Agreement shall be purchased in accordance with the Buy American Act P.L. 103-333 §507.

4.13 Drug Free Workplace

Sub-grant recipient certifies that it is in compliance with the Drug Free Workplace Act of 1988 41 U.S.C. 701 et seq., and all ODJFS and federal implementing regulations.

4.14 Telecommunications

Prohibition on certain telecommuting and video surveillance services or equipment 2 CFR 200.216

(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

4.15 Headings

The headings of the sections of this Agreement are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

4.16 Agreement Term

- a. The term of this Agreement shall begin on the date it is fully executed by both parties and shall end on June 30, 2024.
- b. This Agreement may be renewed for three consecutive one year terms.

4.17 Subgrantee shall adhere to 2 CFR § 200.323 Procurement of recovered materials as appropriate.

4.18 Subgrantee shall adhere to 2 CFR § 200.322 Domestic preferences for procurements.

END ARTICLE IV

ARTICLE 5

SPECIAL OBLIGATIONS

5.1 Actions to be Taken in the Event of an Emergency or Natural Disaster.

5.1.1 Emergency Service Interruptions

BCW/Workforce and Sub-grant recipient agree to keep service interruptions to a minimum following an emergency or disaster.

- a. Sub-grant recipient shall designate an individual who shall provide BCW/Workforce with cell numbers and home numbers and shall act as the designated liaison regarding all communications during the period of an emergency or natural disaster. The designated liaison will participate in BCW/Workforce's annual emergency preparedness planning process and attend required meetings on this topic.
- b. Sub-grant recipient agrees that in the event of an emergency or natural disaster, Sub-grant recipient shall take the below listed actions where advance notice permits or is provided, preceding an emergency or disaster:
 - i. The individual designated as the BCW/Workforce liaison shall contact the BCW/Workforce Executive Director regarding closure of program operations and shall close operations in accordance with Sub-grant recipient's emergency closure procedures.
 - ii. Sub-grant recipient shall protect participant files, equipment and other personal property paid for with BCW/Workforce funds.
 - iii. Sub-grant recipient agrees that immediately following an emergency or disaster the designated liaison shall contact the BCW/Workforce Executive Director to confer on the reopening of offices and the provision of services.
 - iv. Sub-grant recipient shall adopt a plan to ensure that information regarding resumption of services is communicated to all staff and participants.

END ARTICLE V

ARTICLE VI

SCOPE OF WORK OSY

6.1 Program Description Out-of-School (OSY) Youth

6.1.1 Sub-grantee shall conduct an OSY program for up to two hundred and eighteen (218) youth. This includes OSY carried forward from the previous program year. Youth shall be at least 17 years old but have not yet reached their 24th birthday at the time of enrollment into the WIOA program. A minimum of 75% of the youth enrolled shall exit meeting WIOA performance requirements during the program year in which they were enrolled, not including youth enrolled in training that will not be completed until the subsequent program year.

6.1.2 Sub-grantee shall make the 14 WIOA program elements available to all youth as appropriate, provide 360 wraparound supportive services, enroll youth into GED, or an ITA for postsecondary Occupational Skills Training, place youth into Internships/OnThe-Job Training, and/or job placement upon exit.

6.1.3 All carry forwards shall be exited prior to June 30, 2024.

6.1.4 Referrals to training or work experience shall be covered by the appropriate agreement setting forth the obligations of host work site of eligible training provider.

a. Participants referred for training may only be referred to an Eligible Training Provider:

i. On the State and BCW/Workforce list of eligible providers

ii. For courses approved by BCW/Workforce.

6.1.5 Sub-grantee shall provide BCW/Workforce with a list containing the names of youth participants carried forward from one program year to the next, thirty (30) days prior to the end of each program year this Agreement is in effect.

6.2 Recruitment

6.2.1 Sub-Grantee shall recruit sufficient OSY youth, as defined herein, to be able to serve a caseload of 218 youth throughout the term of this Amendment. The number of youth to be enrolled includes the youth

currently enrolled and carried forward from the previous program year to the new Agreement term.

- 6.2.2 Youth recruited to be enrolled in training may not be enrolled in the 4th quarter of the program year as this is the renewal quarter when BCW Workforce determines whether to approve a renewal of this agreement.
- 6.2.3 Youth shall be at least 17 years old and not have reached their 24th birthday, meet the WIOA eligibility criteria for OSY, as described below and shall be enrolled in the WIOA program.
- 6.2.4 75% of the youth to be served, including carry forwards shall be enrolled prior to December 15th each year that this program is in effect.
- 6.2.5 Sub-grantee shall not over-enroll into the program funded by this Agreement.
- 6.2.6 The youth identified and selected shall be informed of the WIOA activities and the benefit of the activities along with the expectations of the WIOA program.
- 6.2.7 Sub-grantee shall ascertain that the youth evidence a desire and the motivation to participate and attain the goals to be identified in their Individual Service Strategy and Career Pathways Plans prior to being enrolled in WIOA.
- 6.2.8 Sub-grantee shall be responsible for explaining the relationship between BCW I Workforce, Sub-grantee, and the students in this program. Youth shall be informed that guidance, support costs, tuition, and wages for their work experience is funded through BCW/Workforce. This shall be explained prior to their enrollment into the program.
- 6.2.9 Sub-grantee shall partner with the BCW/Workforce and its outreach campaigns to increase awareness of the OMJ and youth workforce programs.
- 6.2.10 Sub-grantee shall utilize social media such as Facebook, Instagram, and LinkedIn, and shall share their success, program achievements, and provide enrollment information to promote the Career Connection program. Social media will be used to promote upcoming workshops and community meetings.
- 6.2.11 Subgrantee shall attend OMJ-hosted job fairs and school career fairs to recruit participants.

6.3 Participant Eligibility, Assessment and Individual Service Strategy / Individual Opportunity Plan and Career Pathway.

6.3.1 Sub-grantee shall be responsible for participant eligibility certification, and assessment in accordance with WIOA.

6.3.2 To the extent that any of the youth in Sub-grantee's program are Veterans or their eligible spouses, they shall receive a priority of service in accordance with 20 CFR Part 1010 Priority of Service for "Covered Persons."

6.3.3 Sub-grantee shall be responsible for assisting the youth and assembling the documentation necessary for WIOA eligibility determination.

6.3.4 Eligible youth for purposes of this contract must first be determined as "out of school" and then must meet the additional WIOA eligibility criteria as described below:

- a. Only youth who are at least 17 years old, but have not reached the age of 24 years at time of enrollment, are considered OSY and may participate in the program if they meet the herein described criteria.
- b. Sub-grantee must determine OSY status prior to determining WIOA eligibility. ISY and OSY shall be determined at the time of program enrollment. School status must be based on status at the time eligibility determination is made. OSY is defined as:
 - i. Not be attending any school including post-secondary school at the time of eligibility determination.
 - ii. Youth in secondary school must not have attended for the immediately preceding school semester at the time of enrollment to be considered OSY.
 - iii. Youth enrolled during the summer in between school years, shall be considered ISY if they are registered to continue with postsecondary school in the fall. This includes registration in postsecondary education, even if the youth has not yet begun postsecondary classes at the time of WIOA program enrollment. Note enrollment in a GED program is not considered attending school.
 - iv. Youth with a high school credential who register for postsecondary education, but do not attend postsecondary education, may be considered an OSY if the eligibility

determination is made after the point that the youth decided not to attend post-secondary education.

- v. Youth enrolled in credit-bearing postsecondary education classes, including credit-bearing community college classes and credit bearing continuing education classes, are considered to be attending postsecondary education, and, therefore, an ISY and may not be enrolled as an OSY.
- vi. Youth enrolled in non-credit-bearing post-secondary classes, are not considered to be attending post-secondary school and may be enrolled into Sub-grantee's program as an OSY.
- vii. Youth enrolled in dropout re-engagement programs, funded by the public K–12 school system that are classified by the school system as still enrolled in school are considered ISY and may not be enrolled as an OSY.

6.3.5 Once a determination is made that a youth is an OSY, Sub-grantee must then determine that the youth is WIOA eligible. OSY are eligible if they meet one of the below described criteria:

- a. A high school dropout, or
- b. A youth who is within the age of compulsory school attendance, who has not attended school for at least the most recent complete school year calendar quarter (based on how the local school district defines its school year quarters), or
- c. An individual who is an offender as defined in WIOA.
- d. A homeless individual, a runaway, an individual who is in foster care or has aged out of the foster care system, a child eligible for assistance under Section 477 of the Social Security Act, or an individual who is in an out-of-home placement, or has left foster care for kinship guardianship or adoption, or
- e. An individual who is pregnant or parenting. An individual who is parenting can be a mother or father, custodial or non-custodial, or
- f. An individual with a documented disability, or
- g. A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual as defined below and is either basic

skills deficient or an English language learner. Low income for purposes of eligibility means an individual who:

- i Receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, Supplemental Nutrition Assistance under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), or
- ii Receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received WTP assistance (Temporary Assistance for Needy Families under part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.), or
- iii Receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received Supplemental Security Income under Title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or
- iv Receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received State or local income-based public assistance, or
- v Is a homeless individual pursuant to Section 41403(6) of the Violence Against Women Act of 1994 (42.S.C. 14043e-2(6)), or
- vi Is a homeless youth pursuant to Section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a (2)), or
- vii Is a foster child on behalf of whom State or local government payments are made, or
- viii Is an individual with a disability whose own income meets the income requirement of clause (ii), but who is a member of a family whose income does not meet this requirement, or
- ix Lives in a high-poverty area as defined by the USDOL and the State of Ohio; or
- x Is in a family with a total family income that does not exceed the higher of (I) the poverty line or (II) 70 percent of the lower living standard income level, or
- xi Who has a child, and the child is receiving free or reduced lunch based upon an individual determination by a school that the youth is eligible for free or reduced lunch.

xii Youth identified as a family of one for purposes of income calculations in the determination of WIOA eligibility shall be:

- A. Disabled with a documented disability, or
- B. Documented by an independent third party, and
- C. Provide corroborating documentary support from a non-family member attesting to the fact that they have direct knowledge that the youth is no longer living at home, such as a notarized statement from a pastor, group home director, or other reliable individual with direct knowledge of the youth's circumstances.
- D. Without the above documentation, the youth's entire family income must be included in the calculation of income for purposes of eligibility determination.

6.3.6 Youth determined OSY and meeting the WIOA eligibility criteria must also:

- a. Be U.S. citizens or legally permitted to work in the United States and be able to provide the requisite documentation.
- b. Be a resident of Warren, Clermont or Butler County.
- c. Be registered for the selective services, if the youth is eighteen (18) years of age and was born male. Sub-grantee shall assist youth in registering for the selective service if the youth has not registered at the time of WIOA enrollment.

6.3.7 Youth shall receive an orientation at the beginning of the program. Subgrantee's youth case manager shall be included the orientation. During orientation:

- a. Program activities and goals identified during assessment shall be reviewed with the youth to assure their agreement with the options presented and a responsibility agreement shall be signed by the youth.
- b. Program requirements and benefits will be shared with youth.
- c. Follow-up activities and expected communications shall be explained.
- d. If the youth is under eighteen (18) years of age, Sub-grantee shall assure the youth's assigned guardian approves in writing of the youth's participation in the program.

- e. A schedule of WIOA program activities shall be prepared for each youth and shall be shared with the youth so their expectations may be managed.

6.3.8 Upon enrollment into the program, Sub-grantee shall ask youth to provide current contact information. Information should include, but not be limited to: name, address, and phone/cell phone number of relative not living in youth's household, best friend's cell phone number, youth's email address, Facebook, and Twitter accounts, etc., if applicable.

6.3.9 Prior to enrollment into WIOA and as a part of the identification process Subgrantee will use to enroll youth into the WIOA program, Subgrantee shall assess each youth to determine whether they are appropriate for the program and can meet the WIOA performance objectives upon exit from the WIOA program. The assessment process which shall consist of the following:

- a. A review of all eligibility documentation to ensure that the individual is eligible for WIOA services.
- b. Completion of the WIOA registration form which must be signed by the youth participant.
- c. A determination of the youth's academic, employability and occupational interests, aptitudes and skill levels, personal development strategies and supportive service needs.
- d. Completion of a TABE or other state sanctioned basic skills assessment to determine the youth's basic skill levels unless the youth has taken a TABE or other basic skills assessment identified as acceptable by the State within twenty-four (24) months of enrollment into the WIOA program.

6.3.10 Sub-grantee shall enter participant registration for WIOA youth into the ARIES tracking system. Once a participant is entered into ARIES system this will constitute an official enrollment into the program, and the data will be used when computing Sub-grantee's performance.

6.3.11 Sub-grantee shall not register participants into ARIES until all the eligibility documentation has been collected.

6.3.12 Following eligibility determination, Sub-grantee shall develop an Individual Service Strategy Plan (ISS) / Individual Opportunity Plan (IOP) and Career Pathways plan for each youth to be enrolled in the program. The ISS / IOP

should identify the program activities to be provided to each individual youth, through WIOA as appropriate.

6.3.13 The ISS/IOP shall be developed in concert with the youth and shall be used to track each youth's progress in the individual components of the program. The ISS shall be updated and modified as needed to reflect participant's progress in program activities and their achievement of program goals.

6.4 Program Services to be Provided to the Youth

6.4.1 Youth shall be provided with a combination of WIOA, and funded activities as identified in the youth's ISS.

6.4.2 Sub-grantee shall encourage and seek out youth input into the program services through discussion between the youth and Sub-grantee shall incorporate appropriate recommendations into the program design.

6.4.3 All youth shall receive employability skills training either on a one-on-one basis or in a group setting. Employability skills training shall be provided prior to a youth being placed in a work experience or in a job.

6.4.4 Youth without a High School credential will be encouraged to complete their high school credential.

6.4.5 Youth with a High School credential will be placed into full-time employment or encouraged to enroll into post-secondary educational options.

6.4.6 Services to be delivered shall include:

- a. Paid and unpaid work experiences
- b. Career coaching
- c. Education and career training through the award of an ITA
- d. Employability skills training
- e. Tutoring
- f. Preparing for college or work credential training
- g. Supportive services
- h. Entrepreneurial Training

- i. Financial Literacy
- j. GED
- k. Counseling
- l. Mentoring
- m. Leadership Training
- n. Tuition assistance career
- o. coaching
- p. job placement,

6.4.7 As appropriate to the youth Sub-grantee will arrange for or provide:

- a. Tutoring for youth enrolled in Sub-grantee's GED preparation program and need additional assistance as evidenced by a lack of progress or inability to pass the prep/practice tests.
- b. Tutoring for youth enrolled in a post-secondary training program struggling with the program coursework as evidenced by poor grades on coursework tests or quizzes.
- c. The cost of books and course registration for youth seeking entry into an apprenticeship program that requires preliminary math courses which are not covered by the apprenticeship prior to enrollment.
- d. For youth, with a high school credential, who qualify for and are enrolled in post-secondary training but who do not qualify for a PELL grant or tuition assistance from the state, shall receive an Individual Training Account scholarship.

6.5 Work experience, Internships and On-the-Job Training.

- 6.5.1 Sufficient numbers of youth shall be enrolled in a paid work experience to assure a minimum of 25% of the funds awarded on work experience.
- 6.5.2 All youth shall be provided with employability skills training before being placed in a work experience or other work-based training activity.

- 6.5.3 Sub-grantee shall be responsible for managing the funds and committing to spend on hundred percent (100%) of the funds allocated for this activity.
- 6.5.4 Youth working at the time of their enrollment shall not replace their job with a work experience if it appears that the youth can maintain the job following program exit.
- 6.5.5 Sub-grantee shall develop a plan for expenditure of the funds on work experience and OJT activities, if permitted by ODJFS for youth scheduled to receive a work experience. Work experience shall be limited to 480 hours. The plan shall include:
- a. Whether the youth will be placed in a work experience and or OJT (if allowed by ODJFS).
 - b. The hourly wage to be paid to the youth.
 - c. The number of weeks the youth will be assigned to a work experience.
 - d. The number of days per week the youth will participate in the work experience and/or OJT.
 - e. The number of hours per day the youth will be assigned to the work experience.
- 6.5.6 Sub-grantee shall be responsible for developing a work experience opportunity that is aligned with the youth's desired career pathway for each youth in their caseload who participates in a work experience activity and shall develop a worksite agreement which shall be executed before placing a youth in a work experience site.
- 6.5.7 A training plan with the job title and which describes the skills to be learned during the work experience shall be developed for each youth. All work experiences assigned to the youth in the program must be related to the youth's chosen career path and should be case noted appropriately.
- 6.5.8 The work experience may be with a public, private not for profit or for-profit sector employer willing to serve as a host worksite.
- 6.5.9 Sub-grantee may arrange for youth not interested in post-secondary training who are not receiving GED preparation to be enrolled in a work experience for up to twenty-eight (28) hours per week with a job aligned with the youth's career pathway. The work experience may be followed sequentially with an on-the-job training (OJT) where an employer is willing to hire the youth. In such instance the employer shall be reimbursed up to

fifty percent (50%) of the youth participant's wage for up to five hundred and twenty (520) hours, after which the youth shall be considered placed and shall be exited from the WIOA program.

6.5.10 Sub-grantee shall be responsible for tracking and monitoring participants' hours of work on a weekly basis so that:

- a. Properly completed and signed time sheets are maintained.
- b. Sub-grantee shall assure youth are paid on a regular schedule and are paid on time.
- c. Sub-grantee may not exceed the funds budgeted and allocated to them for youth wages.
- d. Youth who receive a work experience payment may not be paid for holidays, overtime, leave time, vacation time, sick time, or other leave. Youth must not work on holidays. Time sheets must be monitored to assure that pay is only requested for allowable time actually worked. All other time worked will be the responsibility of the Sub-grantee. Youth may not make up vacation, holiday, or sick time hours. Sub-grantee shall assure the youth and worksites are aware of this rule.
- e. Sub-grantee shall develop and maintain a spreadsheet which may be digital and shall contain the name of each youth as they are enrolled in the program along with their work experience scheduled start date, hours scheduled per week, name and address of the host work site/employer.
- f. Sub-grantee shall instruct the youth regarding wage expectations so that they know when they will be paid and whether they are paid a week in arrears, and that timesheets must be accurate and contain all required signatures or their pay checks may be delayed.
- g. Sub-grantee may serve as a host worksite for work experience. In such instance Sub-grantee shall complete a training plan document and assure timesheets are properly completed A host agreement will not need to be executed.
- h. Sub-grantee shall ensure that worksites have and display the Child Labor Law posters where you assigned to the employer are eighteen (18) or under.

6.5.11 Youth for whom placement into unsubsidized employment is the goal and where an employer is willing to make a hiring commitment may be placed directly into OJT, if allowed by ODJFS.

6.5.12 Placement and Program Outcomes

- a. To obtain performance and exit the youth from the WIOA program, the Subgrantee shall be responsible for placement of the youth into employment, advanced training, post-secondary school, or the military upon exit from the program.
- b. Youth who are enrolled in a GED preparation activity must be awarded their High School credential which shall be considered the program outcome, and which must be followed by an exit from WIOA into unsubsidized employment or post-secondary training or military to be successfully exited from the program.
- c. Youth enrolled in a post-secondary education program must complete a minimum of twelve (12) credits over the course of two (2) sequential semesters. Successful completion and exit from the WIOA program will require the applicable credential and placement into unsubsidized employment or the military upon exit from the program.
- d. Sixty (60) days prior to exit from the program, Sub-grantee shall work with youth being placed into unsubsidized employment to develop resumes and begin the job application process.

6.6 Twelve (12) Month Follow-Up

- 6.6.1 Following program exit, Sub-Grantee shall maintain weekly and/or monthly on-going communication with participants as deemed appropriate for each youth through the end of the fourth (4th) quarter after participant's exit from the program.
- 6.6.2 Sub-Grantee shall provide assistance as necessary with any identified issues through the fourth (4th) quarter after exit.
- 6.6.3 Follow-up may be conducted using the internet, phone conversations, email, texting, and other social media to confirm the youth is continuing in the last known positive post-secondary environment. If not in an acceptable activity, counseling and employment related support shall be provided to assist the youth in returning to their post-secondary activity or finding another job. It should be stated in the case notes that the youth is informed that all services are still available to them.

6.6.4 Sub-Grantee shall record follow up for each youth in a case note entered into ARIES on a monthly basis.

6.6.5 If during follow- up it is determined that a youth has lost their job or is no longer attending a post-secondary education program, Sub-Grantee shall immediately re-engage youth and offer employment support services to youth to assist them in returning to school or employment as appropriate. Any services provided shall be entered into the OWCMS follow-up screens with the follow-up codes.

6.6.6 Sub-Grantee will continue to provide follow-up to students for up to twelve (12) months from their date of exit from the program.

6.7 Participant Counseling

6.7.1 Sub-grantee shall assure that case managers advise all participants of all aspects of the program prior to enrollment.

6.7.2 There shall be at least weekly contact and engagement with each youth such that the contact coincides and supports their activity schedule. Contacts may be recorded in ARIES.

6.7.3 Case management notes shall be entered:

- a. Weekly for each participant in the program based upon counselor/case manager contact with the participant.
- b. More often than weekly to document events, progress, challenges, and activities as they occur.
- c. Case notes shall record all direct customer service activities including but not limited to assessment, career training and planning, development of the youth's employment plan and individual service strategy, support services provided as well as justification of need for the support services, job matching, placement and follow-up.
- d. It is not expected that all youth will be provided every allowable WIOA activity or WIOA youth element. The case manager's determination of which services are appropriate for the youth in their caseload shall be documented.

6.8. Participant Support

6.8.1 Each participant shall be awarded a certificate of participation and completion.

- 6.8.2 Sub-grantee shall justify support payments to youth in their case notes.
- 6.8.3 Youth shall be provided with a variety of support and program services such as:
 - a. Monthly bus passes and/or pick up and transportation to program activities on a daily basis.
 - b. Gas cards for youth who have vehicles, valid insurance and vehicle registration so they can get to school, work, daycare, and program activities.
 - c. Youth support services shall be in accordance with the BCW/Workforce Support Services Policy and based upon the needs of the youth. All WIOA support services shall be entered into ARIES.

6.9 Participant Time, Data Entry, File Maintenance, Attendance, Wages and Maintenance

- 6.9.1 For youth enrolled in a work experience/internship who will receive payments for hours worked, Sub-grantee shall be responsible for keeping verified time and attendance documentation and for coordinating payroll distribution to the youth.
- 6.9.2 Sub-grantee shall be the employer of record for the youth and shall maintain workers compensation to cover the youth during their work experience.
- 6.9.3 Sub-grantee shall have internal controls and employ a separation of duties in managing the payroll for the youth.
- 6.9.4 Sub-grantee shall be responsible for timely data entry, which is defined to mean within fifteen (15) days of any entry requiring a date to be entered into the State of Ohio data tracking system.
- 6.9.5 All barriers as defined by WIOA and eligibility information shall be recorded in ARIES.
- 6.9.6 Mistakes made in reporting youth information will be corrected in compliance with state guidelines. If the mistake is not correctable internally or on the state level, they will be documented with a case note to assure a clear audit trail.
- 6.9.7 All program sites shall be accessible to people with disabilities.

6.9.8 In calculating expenditures on work experience staff developing worksites for the youth and managing the work experience activities shall be included in the calculation of work experience expenditures.

6.9.9 Self-Monitoring

- a. Sub-grantee shall develop a protocol and process for monthly monitoring of their program operations and deliverables under this Agreement.
- b. Self-monitoring shall include a one hundred percent (100%) file review. The file review shall be coordinated to occur thirty (30) days prior to the notice of the State's monitoring visit. The file review shall incorporate the current program year and the immediately preceding program year.
- c. Sub-grantee correct all findings within five (5) days of the completion of the report.
- d. The Self-Monitoring required by this Agreement shall be in addition to the monitoring conducted by the BCW/Workforce.

6.9.10 Sub-grantee shall perform customer satisfaction surveys. Copies of the surveys must be shared with the BCW/Workforce.

6.10 Performance

6.10.1 Sub-grantee shall be required to meet all the performance elements described below to be considered as having met performance:

- a. Enrollment Goals – Sub-grantee shall ensure the enrollment of 218 OSY in accordance with the enrollment schedule provided for herein.
- b. For youth enrolled in a GED program Fifty percent (50%) of the youth enrolled in GED preparation must complete their GED and obtain a High School credential.
- c. Fifty percent (50%) of youth enrolled in an ITA scholarship must complete their course and obtain their credential.
- d. Forty-Nine percent (49%) of youth enrolled in post-secondary education which will extend over two (2) program years, or which requires more than twelve months of participation to attain the certificate or degree must take a minimum of twelve (12) credits over the course of two sequential

semesters and be receiving passing grades to be considered as making progress under the WIOA performance measures.

- e. Seventy percent (70%) of the youth enrolled shall be exited from the program by being placed in the military or post-secondary education or unsubsidized employment at the time of their exit from the WIOA program and shall be retained in the military or post-secondary education or unsubsidized employment through the second (2nd) quarter after exit from the program so as to be considered as having met the "employment measure."
- f. Of the youth exited from the program into a post-secondary training program must either be retained (still attending training) in the fourth (4th) quarter after exit from the program or in the alternative be employed or in the military in the fourth (4th) quarter after exit and earning a median of \$3,100.00 dollars (\$17.88) an hour.
- g. Sixty-nine percent (69%) of the youth placed into employment, education or the military by the second (2nd) quarter after exit shall be retained in employment, the military, education or unsubsidized employment through the fourth (4th) quarter after exit.
- h. All employment verification forms submitted as proof of employment must be signed by employers and/or include the source used as proof of income and a copy of the document.
- i. Sub-grantee's performance calculation shall include all youth entered into the state's data systems. Once youth have been entered into the state's data system, youth may not be excluded from a determination of Sub-grantee's performance.

END OF ARTICLE VI

ARTICLE VII IN-SCHOOL YOUTH (ISY)

7.1 Program Description

Sub-Grantee shall recruit and enroll Twenty-Two (22) WIOA eligible in-school youth, who are high school seniors in their program.

7.2 Recruitment

Sub-Grantee shall recruit sufficient youth as they complete their junior year of high school during July and August who are scheduled to receive their High School Diploma in May / June 2024 to result in 22 senior youth enrollments.

7.3 Participant Certification, Assessment and Development of the Individual Service Strategy/ Individual Opportunity Plan

7.3.1 Sub-Grantee shall be responsible for participant eligibility determination and assessment in accordance with WIOA.

7.3.2 A WIOA eligible ISY is defined as:

- a. A youth who is attending school as defined by state law including post-secondary school. However, for purposes of this Agreement youth must be enrolled and attending high school; and
- b. Is a resident of Butler, Clermont or Warren County, and
- c. Is a citizen or has an I-9 documentation indicating they are eligible to work in the United States; and
- d. Meeting the federal definition of economically disadvantaged, or be documented as disabled or be documented as receiving free or reduced lunch, or if declaring themselves independent of their family for purposes of income must present documentation of their status from an independent third party, or provide corroborating documentary support from a non-family member attesting to the fact that they have direct knowledge that the youth is no longer living at home, such as a notarized statement from a pastor, group home director, or other reliable individual with direct knowledge of the youth's circumstances, or live in a high poverty census tract as defined by the State; and
- e. Have one (1) or more of the following WIOA youth barriers:

- i. Deficient in basic literacy skills
- ii. An English Language Learner
- iii. A homeless individual as defined by WIOA
- iv. A runaway
- v. In foster care, aged out of foster care, in an out of home placement or eligible for foster care
- vi. Pregnant or a parent
- vii. An Offender (justice involved youth)
- viii. An individual with a disability including a documented learning disability.

7.3.3 Sub-Grantee shall assist the youth in assembling the documentation necessary for WIOA eligibility determination. During recruitment Sub-Grantee shall inform participants of the required documentation needed to determine program eligibility.

- a. Sub-Grantee shall perform a review of all eligibility documentation to ensure that the individual is eligible for WIOA services.
- b. Sub-Grantee shall have youth complete the WIOA registration form which must be signed by the participant and entered into ARIES. Youth shall not be considered enrolled until they receive a program service. Once a participant is enrolled and entered into ARIES this will constitute an official enrollment into the program, and the data will be used when computing Sub-Grantee's performance.
- c. Sub-Grantee shall inform youth enrolled into the WIOA program of their responsibility regarding training, post-tests, attendance, work experience, and unsubsidized employment and post-secondary education upon exit.

7.3.4 Sub-Grantee shall ask youth to provide contact information. Information should include, but not be limited to: name, address, and phone/cell phone number of a parent as well as a relative not living in youth's household, best friend's cell phone number, youth's email address, Facebook, and Twitter accounts, if applicable.

7.3.5 Sub-Grantee shall assess the youth to determine their career interests and academic goals.

7.3.6 Sub-Grantee shall complete a Career Pathways Plan for each youth registered and enrolled in the program. As a part of assessment Sub-Grantee shall identify any of the 14 WIOA youth elements appropriate and needed by the youth and shall include the element(s) in the youth's ISS/IOP. The WIOA fourteen elements are:

- a. Leadership skills
- b. Employability skills training
- c. Tutoring, study skills training, instruction, and dropout prevention services
- d. Alternative secondary school services and dropout recovery services
- e. A work experience aligned with the youth's career plan.
- f. Comprehensive guidance and counseling
- g. Adult mentoring
- h. Tutoring
- i. Occupational skills training
- j. Education offered concurrently with workforce preparation and training
- k. Supportive services
- l. Follow-up
- m. Financial literacy education
- n. Entrepreneurial skills training
- o. Labor Market Information
- p. Post-secondary preparation and transition activities

7.3.7 Sub-Grantee shall develop an ISS/IOP for each youth which will be used as a guide to program services for the participant.

7.3.8 Youth shall receive an orientation at the beginning of the program and the youths' parents/guardians/relatives shall be informed of the youths' participation in the program.

7.4 Program Services to be Provided to the Youth

7.4.1 To encourage youth to complete high school and to keep them attached to their academic studies and environment youth shall be placed in a work experience to learn the connection between education and work.

- a. All youth shall be provided leadership and employability skills training prior to being assigned to a work experience.
- b. Youths' work experience activities shall be aligned with the youth's career and academic goals and shall be noted in the case file.
 - i. Sub-Grantee shall be responsible for the development of the worksites for the youth receiving a work experience.
 - ii. Sub-Grantee shall assure that each youth assigned to a work experience has a detailed training plan, which outlines the participant's job duties on the worksite and the skills to be learned.
 - iii. Sub-Grantee shall assure that Case Managers enter case notes that describe the timeframe, placement, and progress of the youth.
 - iv. Youth shall receive a wage of up to \$15.00 an hour for their work experience. Youth attending classes shall be limited to up to 20 hours a week of work experience.
 - v. The work experience may be with a public, private not for profit or for-profit sector employer willing to serve as a host worksite.
 - vi. All worksites shall be covered by a worksite agreement.
 - vii. Sub-Grantee shall be responsible for tracking and monitoring participants' hours of work on a weekly basis, maintaining signed time sheets for the participants.

- viii. Sub-Grantee may serve as a host worksite for work experience. In such instance Sub-Grantee shall complete the training plan document and assure timesheets are properly completed.
 - ix. Sub-Grantee shall be responsible for determining the length of the work experience however the duration of these activities shall not exceed five (5) months or the date of graduation whatever is sooner.
 - x. In calculating expenditures on work experience staff developing worksites for the youth and managing the work experience activities shall be included in the calculation of work experience expenditures.
 - xi. Sub-Grantee shall ensure each worksite has and displays the Child Labor Laws poster.
- c. Sub-Grantee shall provide a work experience report to BCW/Workforce on a monthly basis listing the name of each youth assigned to a work experience, the total hours assigned to each youth's work experience, the hours worked, the wage and the name/location of the host work site.

7.4.2 Sub-Grantee shall observe and counsel the youth and as appropriate shall direct the youth to dropout prevention services consisting of tutoring, study skills and instruction.

7.4.3 Twelve (12) Month Follow-Up

- a. Following program exit, Sub-Grantee shall maintain weekly and/or monthly on-going communication with participants as deemed appropriate for each youth through the end of the fourth (4th) quarter after participant's exit from the program.
- b. Sub-Grantee shall provide assistance as necessary with any identified issues through the fourth (4th) quarter after exit.
- c. Follow-up may be conducted using the internet, phone conversations, e-mail, texting, and other social media to confirm the student is continuing in the last known positive post-secondary environment. If not in an acceptable activity, counseling and employment related support shall be provided to assist the youth in returning to their postsecondary activity or finding another job. It should be stated in the case notes that the youth is informed that all services are still available to them.

- d. Sub-Grantee shall record follow up for each youth in a case note entered into ARIES on a monthly basis.
- e. If during follow-up it is determined that a youth has lost their job or is no longer attending a post-secondary education program, Sub-Grantee shall immediately re-engage youth and offer employment support services to youth to assist them in returning to school or employment as appropriate. Any services provided shall be entered into the OWCMS follow-up screens with the follow-up codes.
- f. Sub-Grantee will continue to provide follow-up to students for up to twelve (12) months from their date of exit from the program.

7.4.4 Youth Program Design Participation

- a. Youth and parent input shall be sought through questionnaires, surveys, focus groups or such other tools as Sub-Grantee deems appropriate, and suggestions received shall be considered in delivery of the program design.
- b. Sub-Grantee may incorporate appropriate recommendations into the program design during future cohorts.
- c. Youth shall be provided with the WIOA 14 program elements as appropriate.

7.4.5 Graduation

- a. One hundred percent (100%) of the youth enrolled in the program shall receive a measurable skills gain prior to June 30 of the program year during which they are enrolled.
- b. Ninety percent (90%) of the youth enrolled in the program shall graduate and receive their high school diploma prior to June 30 of the program year during which they are enrolled.

7.4.6 Placement

- a. Sub-Grantee shall be responsible for placing all youth exiting the program into unsubsidized employment, post-secondary school, or the military.

- b. Sixty (60) days prior to graduation Sub-Grantee shall work with youth to develop resumes and begin the job application process if they are not going on to post-secondary school.

7.5 Participant Counseling

7.5.1 Sub-Grantee shall advise all participants of all aspects of the program.

- a. The eligibility requirements.
- b. Program participation requirements.
- c. Program commitment.
- d. Requirements for credentialing.
- e. Requirements for completion of the program.
- f. Follow-up services
- g. Services to be provided.

7.5.2 Sub-Grantee shall work to forge a bond with the youth as "caring adults," willing to deliver holistic services that support the entire family unit, whenever possible.

7.5.3 Staff shall serve as a liaison between the participants and the school and shall intercede on their behalf as necessary.

7.5.4 Sub-Grantee shall provide each student with case management, counseling, mentoring and follow-up services and monitor each student's academic progress. If a student is not progressing satisfactorily, intervention strategies will be implemented.

7.5.5 In the event a student is absent for three (3) consecutive days, the Sub-Grantee shall make every effort to follow-up with the student and provide counseling and/or parent contacts.

7.5.6 Sub-Grantee shall refer youth to community resources according to their needs. Sub-Grantee shall maintain open lines of communication with providers of other community services.

7.5.7 Case management and counselor contacts shall be documented through case notes in ARIES.

7.5.8 Staff will be responsible for monitoring graduation requirements.

7.6 Participant Support

7.6.1 Support services not available through other resources may be offered to the youth depending upon individual needs.

7.6.2 Sub-grantee shall document and case note all support service payments.

7.6.3 Subgrantee shall employ a separation of duties in the accounting and distribution of support services.

7.7 Participant Time, Data Entry, File Maintenance, Attendance, and Wages

7.7.1 Sub-Grantee shall be responsible for keeping verified time and attendance documentation and for coordinating payroll distribution for the youth.

7.7.2 Sub-grantee shall be the employer of record for the youth and shall maintain workers compensation to cover the youth during their work experience.

7.7.3 Sub-grantee shall have internal controls and employ a separation of duties in managing the payroll for the youth. The staff collecting time and attendance documentation may not be the same staff as those approving/certifying participant time and attendance.

7.7.4 Sub-Grantee shall be responsible for monitoring and making sure that students fill out time sheets while at the worksite. Sub-Grantee staff must approve and co-sign participant time sheets before submitting them for payment.

7.7.5 Sub-Grantee shall assure that individuals approving time sheets are not responsible for the distribution of any youth payments.

7.7.6 Youth shall be informed regarding their wages and the payment schedule.

7.7.7 Youth in a work experience may not be paid for holidays, overtime, leave time, vacation time, sick time, or other leave. Youth must not work on holidays. Time sheets must be monitored to assure that pay is only requested for allowable time actually worked. All other time worked will be the responsibility of the Sub-Grantee. Students may not make up vacation, holiday, or sick time hours.

7.7.8 Sub-Grantee shall be responsible for timely data entry, which is defined to mean within fifteen (15) days of any entry requiring a date to be entered into the ARIES Tracking System.

7.7.9 Sub-Grantee shall assure staff are trained and understand the state's policies with respect to data entry so as to avoid unintended exits of participants.

7.7.10 Mistakes made in reporting youth information will be corrected in compliance with state guidelines. If the mistake is not correctable internally or on the state level, they will be documented with a case note to assure a clear audit trail.

7.8 General Program Requirements

7.8.1 Youth enrolled under this Agreement shall be adequately supervised during training hours and be provided with safe training conditions, which at a minimum, shall conform to the health and safety regulations established by the State of Ohio.

7.8.2 All individuals employed in subsidized jobs shall be provided benefits and working conditions at the same level and the same extent as other employees working a similar length of time and doing the same type of work, except that no fund available under this Agreement may be used for contributions on behalf of any trainee to retirement systems or plans.

7.8.3 All program sites shall be accessible to people with disabilities.

7.8.4 Self-Monitoring

- a. Sub-Grantee shall develop a protocol and process for self-monitoring their fiscal and program operations and deliverables under this Agreement.
- b. Sub-Grantee shall conduct monthly monitoring of its program
- c. Within five (5) business days following the completion of the self-monitoring protocol, Sub-Grantee shall initiate corrective action that may be required.
- d. Failure to take the requisite corrective action as a result of findings identified through monitoring shall be considered when evaluating Sub-Grantee's performance.
- e. The Self-Monitoring required by this Agreement shall be in addition to the monitoring conducted by the BCW/Workforce.

7.8.5 Sub-Grantee shall perform annual student customer satisfaction surveys. Copies of the surveys must be submitted to the BCW/Workforce.

7.9 Performance

7.9.1 Sub-Grantee shall be required to meet all the performance elements described below to be considered as having met performance:

- a. Within 60 days of the contract execution the provider will recruit and enroll no fewer than 22 youth.
- b. 100% of the youth must be exited from the program by June 30, 2024.
- c. Ninety percent (90%) of the seniors enrolled in Sub-Grantee's program must complete high school and obtain a High School Diploma.
- d. One hundred percent (100%) of the seniors enrolled in Sub-Grant recipient's program must obtain a measurable skills gain prior to the end of the June 30 of the program year during which they were enrolled.
- e. Ninety percent (90%) of the graduating seniors shall be placed in the military or post-secondary education or in unsubsidized employment by the second quarter after exiting the program.
- f. Ninety percent (90%) of the youth exited from the program into a post-secondary training program, must either be retained (still attending training) in the fourth (4th) quarter after exit from the program or in the alternative be employed or in the military in the fourth quarter after exit and earning the wage as described below.
- g. Sub-Grantee shall place youth in employment at a wage of \$13.00 an hour.
- h. All employment verification forms submitted as proof of employment must be signed by employers and/or include the source used as proof of income and a copy of the document.
- i. Sub-Grantee's performance calculation shall include all youth entered into the state's data systems. Once youth have been entered into the state's data system, youth may not be excluded from a determination of Sub-Grantee's performance.

END OF ARTICLE 7

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature:

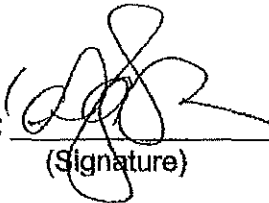
The Easterseals/Redwood, (Sub-grant recipient) signing by and through its President and CEO following board approval on the 30th day of June, 2023, and the BCW/Workforce, signing by and through its Executive Director, following Board Action on June 1, 2023.

AS TO: EASTER SEALS / REDWOOD

ATTEST:

_____ L.S.

_____ L.S.

BY:  _____
(Signature)

Pamela Green
(Printed Name)

TITLE: President & CEO

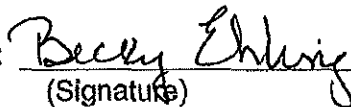
DATE: 06/30/2023

AS TO BCW/WORKFORCE:

ATTEST:

_____ L.S.

_____ L.S.

BY:  _____
(Signature)

Becky Ehling
(Printed Name)

TITLE: Executive Director

DATE: 6/30/23

EXECUTION PAGE

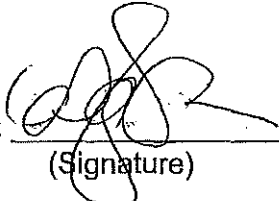
IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature:

The Easterseals/Redwood, (Sub-grant recipient) signing by and through its President and CEO following board approval on the 30th day of June, 2023, and the BCW/Workforce, signing by and through its Executive Director, following Board Action on June 1, 2023.

AS TO: EASTER SEALS / REDWOOD

ATTEST: _____ L.S.

_____ L.S.

BY:  _____
(Signature)

Pamela Green
(Printed Name)

TITLE: President & CEO

DATE: 06/30/2023

AS TO BCW/WORKFORCE:

ATTEST: _____ L.S.

_____ L.S.

BY: _____
(Signature)

Becky Ehling
(Printed Name)

TITLE: Executive Director

DATE: _____

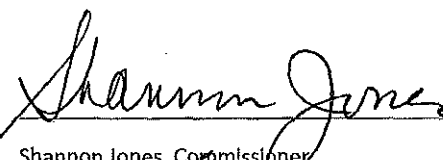
FISCAL AGENT EXECUTION

The Warren County Board of County Commissioners executes this agreement in its capacity as Fiscal Agent as agreed and memorialized in paragraph IV(a) of the Area 12 Intergovernmental Agreement between Butler, Warren, and Clermont counties. As Fiscal Agent, Warren County Board of County Commissioners is not responsible for performance of any aspect to this agreement nor bound by its terms.

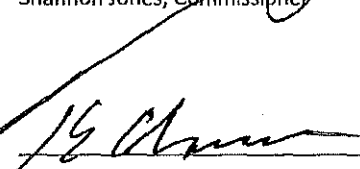
Warren County Board of County Commissioners



David Young, Commissioner

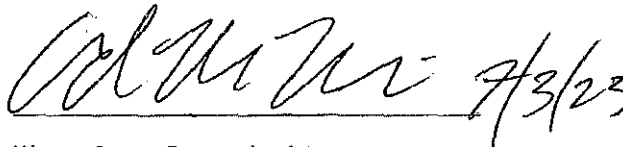


Shannon Jones, Commissioner



Thomas Grossmann, Commissioner

Approved as to form:



7/3/23

Warren County Prosecuting Attorney



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

Resolution

Number 23-0914

Adopted Date July 18, 2023

DECLARE VARIOUS ITEMS WITHIN FACILITIES MANAGEMENT AS SURPLUS AND
AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

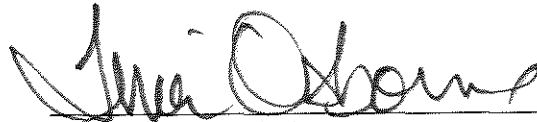
BE IT RESOLVED, to authorize disposal of various items from Facilities Management in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tm

cc: 2023 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

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[Advanced Search](#)



BAD BOY ZERO TURN MOWER - 54" CUT

Auction Ends	ET
Starting Bid	\$0.00

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Make/Brand	Model	
BAD BOY	BMG5425KO	
Condition	Category	Inventory ID
Used/See Description	Mowing Equipment	FAC230085

Bad Boy Magnum Zero Turn Mower. 54" mower deck. Kohler 725cc. 3 gallon fuel capacity. 22 horsepower. 1" to 4" cutting height. Model #BMG5425KO 128 hours

Front wheel spindle slightly bent.

As is.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

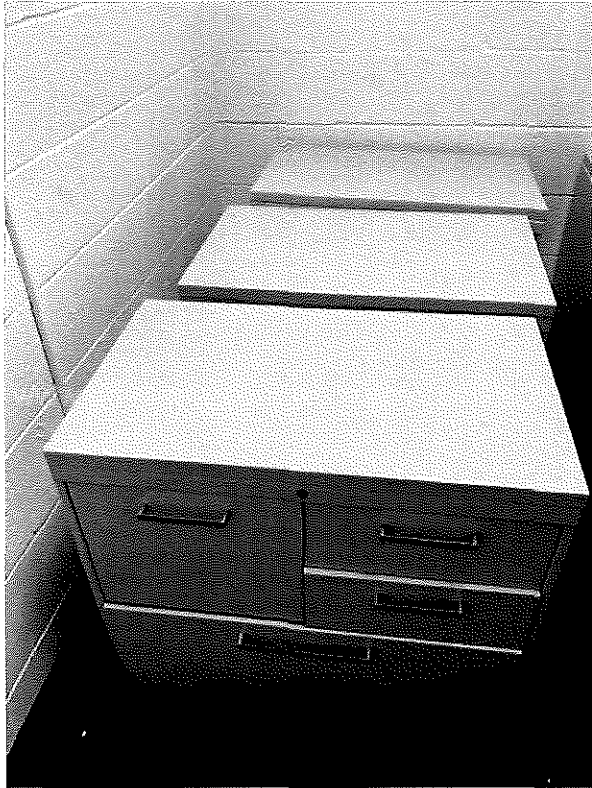
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[Advanced Search](#)



3 Filing Cabinets

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	FAC230086

3 filing cabinets as pictured. 29" tall x 18" deep x 30" wide As is.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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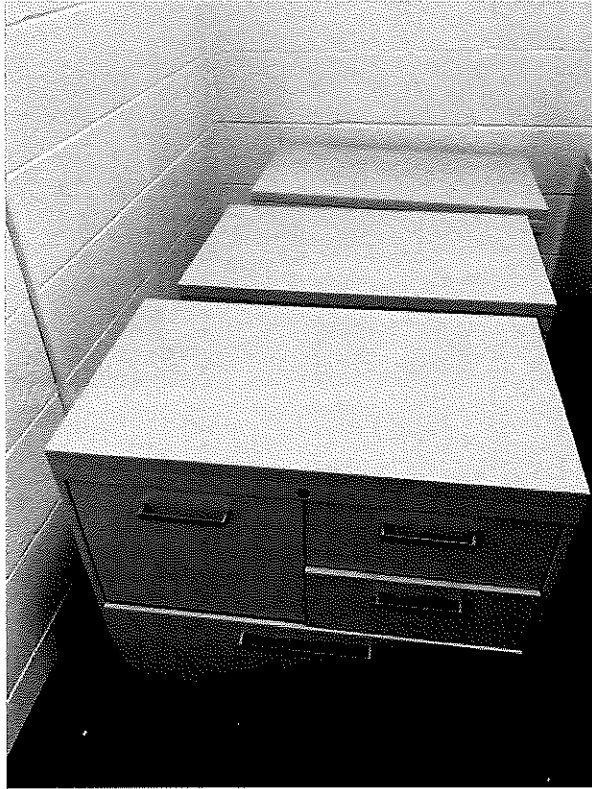
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3 Filing Cabinets

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

FAC230087

3 filing cabinets as pictured. 29" tall x 18" deep x 30" wide As is.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

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4 Filing Cabinets (3 letter, 1 legal)

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	FAC230088

3 letter sized filing cabinets and 1 legal sized filing cabinet. All 4 drawer. As is.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH [\[view seller's other assets\]](#)

Asset Contact [Tammy May](#) (Phone: 513-695-1463)

Asset Location 430 Justice Dr
Lebanon, Ohio 45036-2384
[Map to this location](#)

Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

\$ Payment

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

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Set of 3 Tall Lockers

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC230089

Set of 3 tall metal lockers. 36.25" wide x 72" tall x 12" deep. As is.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

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Set of 3 Tall Lockers

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC230090

Set of 3 tall metal lockers. 36.25" wide x 72" tall x 12" deep. As is.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

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Set of 3 Tall Lockers

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Furniture/Furnishings

FAC230091

Set of 3 tall metal lockers. 36.25" wide x 72" tall x 12" deep. As is.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

Resolution

Number 23-0915

Adopted Date July 18, 2023

ACKNOWLEDGE RECEIPT OF JUNE 2023 FINANCIAL STATEMENT

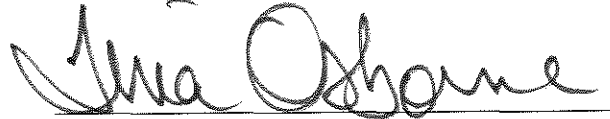
BE IT RESOLVED, to acknowledge receipt of the June 2023 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file)
S. Spencer
Tina Osborne

Financial Statement for 2023 Period 6



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	79,832,996.41	7,170,154.75	5,988,620.27	81,014,530.89	207,309.57	81,221,840.46
2201	SENIOR CITIZENS SERVICE LEVY	7,596,947.41	55.00	621,736.61	6,975,265.80	0.00	6,975,265.80
2202	MOTOR VEHICLE	10,230,964.87	1,076,862.48	586,364.69	10,721,462.66	216,202.03	10,937,664.69
2203	HUMAN SERVICES	1,165,002.61	428,121.33	330,911.04	1,262,212.90	10,921.93	1,273,134.83
2204	COVID19 EMERGENCY RENTAL ASSIS	4,591,591.86	0.00	0.00	4,591,591.86	0.00	4,591,591.86
2205	BOARD OF DEVELOPMENTAL DISABIL	31,592,793.50	224,405.03	1,116,538.36	30,700,660.17	321,975.01	31,022,635.18
2206	DOG AND KENNEL	806,940.00	12,055.10	107,736.38	711,258.72	14,568.30	725,827.02
2207	LAW LIBRARY RESOURCES FUND	92,176.44	30,999.44	30,117.68	93,058.20	25,268.01	118,326.21
2208	CO&TRANSIT MEDICAID SALES TAX	0.00	0.00	0.00	0.00	0.00	0.00
2209	BOE ELECTIONS SECURITY GRANTS	0.01	0.00	0.00	0.01	0.00	0.01
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	19,795,797.47	0.00	44,289.17	19,751,508.30	7,297.55	19,758,805.85
2212	ONEOHIO OPIOID SETTLEMENT FUND	317,265.10	62,409.84	0.00	379,674.94	0.00	379,674.94
2215	VETERAN'S MEMORIAL	9,878.84	0.00	0.00	9,878.84	0.00	9,878.84
2216	RECORDER TECH FUND 317.321	236,597.00	8,755.25	255.96	245,096.29	207.00	245,303.29
2217	BOE TECHNOLOGY FUND 3501.17	1,833,096.19	0.00	0.00	1,833,096.19	0.00	1,833,096.19
2218	COORDINATED CARE	552,769.20	46,937.13	29,329.86	570,376.47	29,329.86	599,706.33
2219	WIRELESS 911 GOVERNMENT ASSIST	463,632.20	0.00	13,536.84	450,095.36	0.00	450,095.36
2220	CP INDIGENT DRVR INTRLK/MONITG	11,332.09	276.36	0.00	11,608.45	0.00	11,608.45
2221	CC/MC INDIGENT DRIVER INTERLOC	123,772.08	569.45	0.00	124,341.53	0.00	124,341.53
2222	JUV INDIGENT DRIVER INTERLOCK	2,621.91	0.00	0.00	2,621.91	0.00	2,621.91
2223	PROBATE/JUVENILE SPECIAL PROJ	328,145.19	3,075.45	0.00	331,220.64	0.00	331,220.64
2224	COMMON PLEAS SPECIAL PROJECTS	168,408.70	6,842.08	2,218.61	173,032.17	117.40	173,149.57
2227	PROBATION SUPERVISION 2951.021	754,303.53	12,071.58	14,911.15	751,463.96	200.00	751,663.96
2228	MENTAL HEALTH GRANT	170,148.69	0.00	0.00	170,148.69	0.00	170,148.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	3,333,508.51	49,673.00	20,163.51	3,363,018.00	0.00	3,363,018.00
2231	CO LODGING ADD'L 1%	106,806.64	95,086.92	106,806.64	95,086.92	0.00	95,086.92
2232	COUNTY LODGINGS TAX (FKA 7731)	320,419.69	285,309.31	320,419.69	285,309.31	0.00	285,309.31
2233	DOMESTIC SHELTER	14,127.00	3,823.00	0.00	17,950.00	0.00	17,950.00
2237	REAL ESTATE ASSESSMENT	5,701,273.08	25.00	143,647.68	5,557,650.40	88,208.10	5,645,858.50
2238	WORKFORCE INVESTMENT BOARD	488,463.30	70,660.00	368,287.84	190,835.46	11,825.00	202,660.46

Financial Statement for 2023 Period 6



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2243	JUVENILE GRANTS	337,253.41	0.00	1,385.00	335,868.41	0.00	335,868.41
2245	CRIME VICTIM GRANT FUND	21,531.00	2,808.24	3,609.91	20,729.33	0.00	20,729.33
2246	JUVENILE INDIGENT DRIVER ALCOH	21,334.35	48.00	0.00	21,382.35	0.00	21,382.35
2247	FELONY DELINQUENT CARE/CUSTODY	299,918.92	256,298.30	105,052.97	451,164.25	3,495.35	454,659.60
2248	TAX CERTIFICATE ADMIN FUND	28,070.23	0.00	34.00	28,036.23	0.00	28,036.23
2249	DTAC-DELINQ TAX & ASSESS COLLE	816,349.91	7,785.42	16,820.08	807,315.25	228.00	807,543.25
2250	CERT OF TITLE ADMIN FUND	3,757,433.09	214,771.89	370,816.69	3,601,388.29	542.35	3,601,930.64
2251	COAP GRANT - OPIOD ABUSE PROG	0.00	0.00	0.00	0.00	0.00	0.00
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	91,138.23	15,784.93	68,006.91	38,916.25	1,800.74	40,716.99
2255	MUNICIPAL VICTIM WITNESS FUND	118,562.80	0.00	6,760.18	111,802.62	0.00	111,802.62
2256	WARREN COUNTY SOLID WASTE DIST	1,120,644.96	16,846.00	12,947.73	1,124,543.23	250.00	1,124,793.23
2257	OHIO PEACE OFFICER TRAINING	117,954.32	0.00	2,650.00	115,304.32	0.00	115,304.32
2258	WORKFORCE INVESTMENT ACT FUND	110,803.27	73,527.00	79,121.44	105,208.83	25,476.89	130,685.72
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	200.01	96,621.48	96,621.48	200.01	0.00	200.01
2262	COMMUNITY CORRECTIONS MONITORI	847,529.42	19,790.25	23,589.35	843,730.32	240.00	843,970.32
2263	CHILD SUPPORT ENFORCEMENT	1,646,940.97	170,544.80	228,010.93	1,589,474.84	268.39	1,589,743.23
2264	EMERGENCY MANAGEMENT AGENCY	290,411.82	14,118.83	20,565.76	283,964.89	50.00	284,014.89
2265	COMMUNITY DEVELOPMENT	601,792.01	0.00	8,142.72	593,649.29	0.00	593,649.29
2266	COMM DEV-ENT ZONE MONITOR FEES	113,063.00	0.00	0.00	113,063.00	0.00	113,063.00
2267	LOEB FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00	0.00
2268	INDIGENT GUARDIANSHIP FUND	272,720.89	1,700.00	456.19	273,964.70	0.00	273,964.70
2269	INDIGENT DRIVER ALCOHOL TREATM	774,445.42	5,414.19	0.00	779,859.61	0.00	779,859.61
2270	JUVENILE TREATMENT CENTER	360,624.54	40,306.47	106,800.65	294,130.36	0.00	294,130.36
2271	DTAC-PROSECUTOR ORC 321.261	374,643.95	0.00	15,171.86	359,472.09	0.00	359,472.09
2272	CP INDIGENT DRVR ALC TREATMT	56,002.00	0.00	0.00	56,002.00	0.00	56,002.00
2273	CHILDREN SERVICES	10,852,435.96	377,081.49	687,708.85	10,541,808.60	298,824.22	10,840,632.82
2274	COUNTY COURT COMPUTR 1907.261A	81,588.70	1,028.80	34.01	82,583.49	0.00	82,583.49

Financial Statement for 2023 Period 6



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2275	COUNTY CRT CLK COMP 1907.261B	80,073.66	163,193.00	75,586.48	167,680.18	0.00	167,680.18
2276	PROBATE COMPUTER 2101.162	101,452.63	681.00	0.00	102,133.63	0.00	102,133.63
2277	PROBATE CLERK COMPUTR 2101.162	285,961.01	2,270.00	0.00	288,231.01	0.00	288,231.01
2278	JUVENILE CLK COMPUTR 2151.541	51,350.92	1,075.46	0.00	52,426.38	0.00	52,426.38
2279	JUVENILE COMPUTER 2151.541	48,854.08	323.86	0.00	49,177.94	0.00	49,177.94
2280	COMMON PLEAS COMPUTER 2303.201	88,503.74	1,347.00	0.00	89,850.74	0.00	89,850.74
2281	DOMESTIC REL COMPUTER 2301.031	8,265.15	156.00	0.00	8,421.15	0.00	8,421.15
2282	CLERK COURTS COMPUTER 2303.201	44,479.52	121,743.00	0.00	166,222.52	0.00	166,222.52
2283	COUNTY CT SPEC PROJ 1907.24B1	2,098,980.89	20,669.81	4,255.83	2,115,394.87	775.00	2,116,169.87
2284	COGNITIVE INTERVENTION PROGRAM	424,972.93	4,563.00	1,708.98	427,826.95	0.00	427,826.95
2285	CONCEALED HANDGUN LICENSE	801,328.82	4,778.75	5,974.01	800,133.56	479.88	800,613.44
2286	SHERIFF-DRUG LAW ENFORCEMENT	2,919.51	410.00	584.42	2,745.09	784.89	3,529.98
2287	SHERIFF-LAW ENFORCEMENT TRUST	307,827.07	0.00	1,924.57	305,902.50	471.73	306,374.23
2288	COMM BASED CORRECTIONS DONATIO	9,451.42	0.00	0.00	9,451.42	0.00	9,451.42
2289	COMMUNITY BASED CORRECTIONS	38,250.28	0.00	38,250.28	0.00	295.00	295.00
2290	HAZ MAT EMERG PLAN SPEC FUND	5.12	0.00	0.00	5.12	0.00	5.12
2291	SHERIFF-D.A.R.E. PROGRAM	1,904.32	0.00	0.00	1,904.32	0.00	1,904.32
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	3,912.00	0.00	0.00	3,912.00	0.00	3,912.00
2294	SHERIFF DARE LAW ENFORC GRANT	18,887.00	0.00	0.00	18,887.00	0.00	18,887.00
2295	TACTICAL RESPONSE UNIT	30,200.08	4,250.00	0.00	34,450.08	0.00	34,450.08
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCMENT & EDUCATN 4511.19G5A	140,204.83	754.00	0.00	140,958.83	0.00	140,958.83
2298	REHAB INC FUNDS	100,457.46	0.00	0.00	100,457.46	0.00	100,457.46
2299	COUNTY TRANSIT	1,539,115.04	7,995.73	82,146.21	1,464,964.56	0.00	1,464,964.56
3327	BOND RETIREMENT SPECIAL ASSMT	105,592.49	0.00	0.00	105,592.49	0.00	105,592.49
3360	STATE OPWC LOAN	56,357.85	0.00	0.00	56,357.85	0.00	56,357.85
3368	2013 RADIO SYSTEM BONDS	0.00	0.00	0.00	0.00	0.00	0.00
3384	TAX INCREMENT FINANCING - P&G	0.00	0.00	0.00	0.00	0.00	0.00
3393	RID BOND GREENS OF BUNNEL	3,237,317.08	0.00	0.00	3,237,317.08	0.00	3,237,317.08
3395	JAIL BONDS 2019	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2023 Period 6



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4401	COUNTY WIDE FINANCIAL SOFTWARE	212,155.46	0.00	0.00	212,155.46	0.00	212,155.46
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	0.00	0.00	0.00	0.00	0.00	0.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	725,258.57	1,094,208.48	1,169,086.73	650,380.32	0.00	650,380.32
4438	NB COLUMBIA/3C RIGHT TURN LN	0.00	0.00	0.00	0.00	0.00	0.00
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	22,883,149.00	0.00	3,272,530.00	19,610,619.00	0.00	19,610,619.00
4452	STEPHENS RD BRIDGE REPLACEMENT	0.00	0.00	0.00	0.00	0.00	0.00
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	613,431.01	0.00	25,632.58	587,798.43	0.00	587,798.43
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4456	MAS MOR MIL PIKE ST BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4457	HENDRICKSON RD BRIDGE PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4458	MAS MOR MIL RD BRIDGE-MASON	0.00	0.00	0.00	0.00	0.00	0.00
4459	ROACHESTER COZADDALE RD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4460	MCCLURE RD BRIDGE PROJ	0.00	0.00	0.00	0.00	0.00	0.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	5,421,507.22	0.00	52,213.15	5,369,294.07	26,115.68	5,395,409.75
4479	AIRPORT CONSTRUCTION	911,618.73	0.00	15,480.00	896,138.73	12,210.00	908,348.73
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	735,432.32	0.00	0.00	735,432.32	0.00	735,432.32
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	4,086,874.04	0.00	241,463.10	3,845,410.94	68,046.50	3,913,457.44
4493	REDEVELOPMENT TAX EQUIV FUND	379,522.10	0.00	0.00	379,522.10	0.00	379,522.10

Financial Statement for 2023 Period 6



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4494	COURTS BUILDING	9,066,221.45	0.00	0.00	9,066,221.45	0.00	9,066,221.45
4495	JAIL CONSTRUCTION SALES TAX	2,081,397.48	0.00	0.00	2,081,397.48	0.00	2,081,397.48
4496	JUVENILE DETENTION ADDN & RENO	259,785.28	0.00	0.00	259,785.28	0.00	259,785.28
4497	JAIL CONSTRUCTION & REHAB	8,668,154.13	0.00	0.00	8,668,154.13	0.00	8,668,154.13
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00
4499	JUVENILE/PROBATE CT EXPANSION	472,507.59	0.00	0.00	472,507.59	0.00	472,507.59
5510	WATER REVENUE	25,571,167.41	2,150,904.69	861,640.88	26,860,431.22	49,244.92	26,909,676.14
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	3,655,699.86	5,036.06	527,693.42	3,133,042.50	30,513.29	3,163,555.79
5580	SEWER REVENUE	28,659,742.72	1,957,121.41	744,530.14	29,872,333.99	244,842.55	30,117,176.54
5581	SEWER IMPROV-WC VOCATIONAL SCH	287,636.09	0.00	0.00	287,636.09	0.00	287,636.09
5583	WATER CONST PROJECTS	3,054,601.09	4,207.99	132,939.37	2,925,869.71	63,067.78	2,988,937.49
5590	STORM WATER TIER 1	335,049.73	0.00	0.00	335,049.73	0.00	335,049.73
6619	VEHICLE MAINTENANCE ROTARY	113,392.15	54,959.01	61,723.79	106,627.37	26,458.12	133,085.49
6630	SHERIFF'S POLICING REVOLV FUND	778,795.14	1,198,097.17	422,321.46	1,554,570.85	0.00	1,554,570.85
6631	COMMUNICATIONS ROTARY	305,399.85	2,179.69	3,690.55	303,888.99	802.00	304,690.99
6632	HEALTH INSURANCE	1,894,953.00	878,701.88	1,215,228.87	1,558,426.01	600.00	1,559,026.01
6636	WORKERS COMP SELF INSURANCE	1,809,162.28	63,002.87	27,975.30	1,844,189.85	15,187.73	1,859,377.58
6637	PROPERTY & CASUALTY INSURANCE	260,741.25	36,208.56	100.00	296,849.81	0.00	296,849.81
6650	GASOLINE ROTARY	145,579.52	90,146.38	105,716.69	130,009.21	0.00	130,009.21
7707	P.E.R.S. ROTARY	2,637.72	0.00	0.00	2,637.72	0.00	2,637.72
7708	TOWNSHIP FUND	0.00	897,688.83	506,688.83	391,000.00	0.00	391,000.00
7709	CORPORATION FUND	7,834.60	851,684.07	235,888.93	623,629.74	0.00	623,629.74
7713	WATER-SEWER ROTARY FUND	249,436.56	4,468,460.95	4,215,648.75	502,248.76	41,591.06	543,839.82
7714	PAYROLL ROTARY	1,173,338.65	3,554,367.88	4,281,581.49	446,125.04	855,330.97	1,301,456.01
7715	NON PARTICIPANT ROTARY	14,658.48	2,316.96	1,544.64	15,430.80	7,337.04	22,767.84
7716	SCHOOL	0.00	10,012,000.00	0.00	10,012,000.00	0.00	10,012,000.00
7717	UNDIVDED GENERAL TAX	11,293,679.13	72,448,651.65	11,167,158.54	72,575,172.24	8,842.23	72,584,014.47
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	12,405.54	6,316.97	0.00	18,722.51	0.00	18,722.51
7720	LOCAL GOVERNMENT FUND	0.00	500,851.83	500,851.83	0.00	0.00	0.00

Financial Statement for 2023 Period 6



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7721	SPECIAL DISTRICTS	0.00	0.00	0.00	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	16,639.35	500.00	16,629.34	510.01	0.00	510.01
7723	GASOLINE TAX	0.00	530,039.64	530,039.64	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	306,867.93	0.00	0.00	306,867.93	0.00	306,867.93
7725	UNDIVIDED WIRELESS 911 GOV ASS	19,848.96	39,255.40	19,848.96	39,255.40	0.00	39,255.40
7726	MOTOR VEHICLE LICENSE TAX	0.00	1,046,262.72	1,046,262.72	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	4,008.81	28,914.75	-77.83	33,001.39	42,867.04	75,868.43
7729	CORONAVIRUS RELIEF DIST FUND	0.00	0.00	0.00	0.00	0.00	0.00
7731	COUNTY LODGING TAX	0.00	0.00	0.00	0.00	0.00	0.00
7734	REAL ESTATE ADVANCE PAYMENT	250,249.05	0.00	0.00	250,249.05	0.00	250,249.05
7738	WIB PASS THRU OHIO TO WORK	0.00	0.00	0.00	0.00	0.00	0.00
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00
7741	LIFE INSURANCE	18,260.91	10,489.50	11,421.31	17,329.10	0.00	17,329.10
7742	LIBRARIES	0.00	587,940.45	587,940.45	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	3,365.63	2,042.58	3,345.41	2,062.80	0.00	2,062.80
7746	MIAMI CONSERVANCY DISTRICT FUN	0.00	0.00	0.00	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	0.00	722,873.64	722,873.64	0.00	0.00	0.00
7754	OHIO ELECTIONS COMMISSION FUND	0.00	560.00	560.00	0.00	560.00	560.00
7756	SEWER ROTARY	41,811.00	15,680.00	2,012.00	55,479.00	0.00	55,479.00
7757	MERCY PASS THROUGH TO TID	0.00	0.00	0.00	0.00	0.00	0.00
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	185,339.33	185,339.33	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	30,243.98	1,765.00	1,344.00	30,664.98	0.00	30,664.98
7766	ESCROW ROTARY	894,247.93	0.00	11,492.42	882,755.51	11,492.42	894,247.93
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	3,106.69	1,768.33	0.00	4,875.02	0.00	4,875.02
7769	BANKRUPTCY POST PETITION CONDU	9,281.28	4,435.89	0.00	13,717.17	0.00	13,717.17
7772	LEBANON MUN ORD VIOLATION INDI	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2023 Period 6



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7773	SEX OFFENDER REGISTRATION FEE	0.00	100.00	100.00	0.00	225.00	225.00
7774	ARSON OFFENDER REGISTR FEE	317.00	0.00	0.00	317.00	0.00	317.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	12,675.87	11,250.75	13,699.75	10,226.87	13,875.75	24,102.62
7776	UNDIVIDED EVIDENCE SHERIFF	42,139.34	0.00	20.00	42,119.34	0.00	42,119.34
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	148,530.81	498,525.00	384,850.00	262,205.81	458,793.31	720,999.12
7779	UNDIVIDED DRUG TASK FORCE SEIZ	169,633.00	0.00	5,470.00	164,163.00	0.00	164,163.00
7781	REFUNDABLE DEPOSITS	399,319.79	12,937.98	10,311.18	401,946.59	2,861.94	404,808.53
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	23,981.00	23,981.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	0.00	0.00	0.00	0.00	0.00	0.00
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	143,683.70	84,630.10	228,313.80	0.00	226,030.66	226,030.66
7795	UNDIVIDED INDIGENT FEES	0.00	1,840.00	1,840.00	0.00	368.00	368.00
7796	MASON MUN ORD VIOLATION INDIGE	11,418.82	1,895.25	1,066.25	12,247.82	60.00	12,307.82
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	3,891.51	3,891.51	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	712,468.34	0.00	12.00	712,456.34	0.00	712,456.34
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	9,916,558.56	238,303.63	494,472.17	9,660,390.02	4,110.18	9,664,500.20
9912	FOOD SERVICE	273,086.50	7,198.50	27,701.46	252,583.54	613.70	253,197.24
9915	PLUMBING BOND-HEALTH DEPT.	0.00	0.00	0.00	0.00	0.00	0.00
9916	STATE REGULATED SEWAGE PROGRAM	161,143.67	23,041.00	9,326.00	174,858.67	2,100.00	176,958.67
9925	SOIL & WATER CONSERVATION DIST	886,619.11	4,559.95	84,347.05	806,832.01	2,879.56	809,711.57
9928	REGIONAL PLANNING	419,298.50	122,892.41	37,653.89	504,537.02	0.00	504,537.02
9938	WARREN COUNTY PARK DISTRICT	1,342,668.83	121,076.17	125,274.72	1,338,470.28	2,720.44	1,341,190.72
9944	ARMCO PARK	213,210.46	195,713.21	140,085.19	268,838.48	15,755.54	284,594.02

Financial Statement for 2023 Period 6



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
9953	WATER SYSTEM FUND	42,511.02	1,245.00	914.80	42,841.22	218.00	43,059.22
9954	MENTAL HEALTH RECOVERY BOARD	16,528,988.90	185,722.80	1,004,403.12	15,710,308.58	210,952.74	15,921,261.32
9961	HEALTH GRANT FUND	461,941.55	284,907.85	26,248.73	720,600.67	0.00	720,600.67
9963	CAMPGROUNDS	4,460.80	0.00	2,179.70	2,281.10	0.00	2,281.10
9976	HEALTH - SWIMMING POOL FUND	224,585.11	5,496.25	29,991.34	200,090.02	0.00	200,090.02
9977	DRUG TASK FORCE COG	729,094.47	200,683.70	19,483.29	910,294.88	2,159.68	912,454.56
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		374,597,506.88	116,721,726.82	47,514,626.85	443,804,606.85	3,716,246.03	447,520,852.88

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for June 2023 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

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

Resolution

Number 23-0916

Adopted Date July 18, 2023

ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTIONS

WHEREAS, pursuant to Resolutions #10-0948 and #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

WHEREAS, it is necessary to approve various financial transactions in order to make timely payments; and

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

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

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

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor ✓
Appropriation Adj. file
Supplemental App. file
Operational Transfer file
Juvenile (file)
Board of Elections (file)
Sheriff (file)
Engineer (file)
Building/Zoning (file)
OMB (file)
Developmental Disabilities (file)
Common Pleas (file)
CSEA (file)
Airport (file)
Garage (file)
Prosecutor (file)
Coroner (file)
Dog & Kennel (file)
Clerk of Courts (file)
Emergency Services (file)

APPROVE APPROPRIATION ADJUSTMENT WITHIN MARY HAVEN FUND #2270

BE IT RESOLVED, to approve the following appropriation adjustments within Mary Haven Fund #2270.

\$1,800.00 from 22701240-5102 ✓ (Regular Salaries) ✓

\$1,800.00 into 22701240-5882 ✓ (Vacation Leave Payout) ✓

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 th day of 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor____
Appropriation Adj. file
Mary Haven(file)

Tina Osborne
ratified
7-11-23

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE DETENTION CENTER FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Juvenile Detention Center Fund #11012600 in order to process a vacation leave payout for Luke O'Toole former employee of the Juvenile Detention Center:

\$1,200.00 from #11011110-5882 ✓ (Commissioners - Vacation Leave Payout) ✓
into #11012600-5882 ✓ (Juvenile Detention Center - Vacation Leave Payout) ✓

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

Mr.
Mr.
Mr.

Resolution adopted this day of July 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adjustment file
JDC (file)
OMB

A Zindel
to be ratified
7-11-23

APPROVE APPROPRIATION ADJUSTMENTS FOR DD FUND

BE IT RESOLVED, to approve the following appropriation adjustments:

APPROPRIATION ADJUSTMENTS

\$15,000.00	From	2205-22056710-5830	Workers Compensation
\$15,000.00	To	2205-22056710-5855	Clothing Personal Equipment

BOARD OF COUNTY COMMISSIONERS

Tina Davis, Clerk

cc: Auditor _____
Supplemental App. file
Operational Transfer file
MR/DD (file)
OMB

*P. Zindel to be ratified
7-18-23*

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COMMON PLEAS
COMMUNITY CORRECTIONS 22271220

BE IT RESOLVED, to approve the following supplemental adjustment:

\$ 6,000.00	from	BUDGET-BUDGET 22271220 5400	Purchased Services
\$ 2,000.00	into	BUDGET-BUDGET 22271220 5911	Non Taxable Meal Fringe
\$ 4,000.00	into	BUDGET-BUDGET 22271220 5940	Travel Expenses

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 July 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

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

*9 Indil to the
ratified* 7-18-23

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APPROVE APPROPRIATION ADJUSTMENT WITHIN WARREN COUNTY GARAGE
FUND #11011620

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,886.00 from #11011620-5317 (Garage Non Capital Purchase)
into #11011620-5318 (Data BD Approv Non Cap)

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 6th day of July 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

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

*Approved to be ratified
7-18-23*

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMISSIONERS GENERAL FUND #11011110

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 8,168.56 from #11011110-5830 (Genl BOCC Workers Comp)
into #11011110-5370 (Genl BOCC Software)

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 July 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/js

cc: Auditor
Appropriation Adj. file
OMB (file)

Handwritten note: 9 Budget to be ratified 7-18-23

APPROVE SUPPLEMENTAL APPROPRIATION INTO AIRPORT FUND #44793850

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 370,000.00 into #44793850-5320 (Airport – Capital Purchases)

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

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

Resolution adopted this day of July 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor _____
 Supplemental Appropriation file
 Airport (file)
 OMB – S. Spencer

*9 Zindel to be ratified
 7-18-23*

APPROVE APPROPRIATION ADJUSTMENTS FROM BOARD OF ELECTIONS FUND
#11011300 TO #11011300

BE IT RESOLVED, to approve the following appropriation adjustments:

\$15,000 from #11011300-5320 (CAP PURCH OVER 10K)
 into #11011300-5210 (OFFICE 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 JULY 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

Appropriations adj

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

*9 Zindil to be
revised 7-18-23*

08

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND
11011150

BE IT RESOLVED, to approve the following appropriation adjustment:

\$950.00 from #11011150-5400 (GENL PROS PURCHASED SERVICES)
 into #11011150-5910 (GENL PROS OTHER EXPENSE)

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 July, 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

MRB/Adjustment/1101

cc: Auditor _____
 Appropriation Adjustment file
 Prosecutor (file)

*P Zindel to be ratified
7-18-23*

09

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF OFFICE FUND #11012200

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Sheriff Office Fund #11012200 in order to process vacation leave payouts for Brian M Lewis and Donna Hoover, former employees of the Sheriff Office:

\$24,022.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
into #11012200-5882 (Sheriff - Vacation Leave Payout)

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

Mr.
Mr.
Mr.

Resolution adopted this day of July 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adjustment file
SHE (file)
OMB

*↑ Zindel to be relieved
7-18-23*

July 13, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustment:

\$770.00	from	#11012100-5820	(Coroner – Health Insurance)
	into	#11012100-5310	(Coroner – Vehicles Capital Outlay)

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 13th day of July 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adjustment file
Coroner (file)
OMB

*Findel to be ratified
7-18-23*

20

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS
COMMUNITY CORRECTIONS MENTAL HEALTH 22281220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 6,000.00	from	BUDGET-BUDGET 22281220 5102	Regular Salaries
	into	BUDGET-BUDGET 22281220 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 July 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

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

*Final to be ratified
7-18-23*

TL

APPROVE OPERATIONAL TRANSFER FROM COUNTY COMMISSIONERS' FUND #1101-1112 INTO MARY HAVEN YOUTH TREATMENT CENTER FUND #2270

WHEREAS, the Mary Haven Youth Center has requested that the Third Quarter of their 2023 operating contribution be transferred from the County Commissioners Fund #1101 into the Mary Haven Youth Treatment Center Fund #2270; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from County Commissioners Fund #1101 into Mary Haven Youth Treatment Center Fund #2270:

\$278,750.00 from #11011112-5744 (GENL BOCC OT Mary Haven Home)
into #2270-49000 (Distributions & Transfers)

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 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor _____
Probate/Juvenile (file)
Operational Transfer file
OMB

*9 Zndil to the
ratified
7-18-23*

RECEIVED OMB0000

JUL 5 '23 RCVD

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 second quarter of their 2023 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:

\$44,305.00	from	#11011112-5748	(Commissioners Transfers - CSEA)
	into	#2263 49000	(CSEA - County Share)

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

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

Resolution adopted this day of July 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

- cc: Auditor _____
 Operational Transfer file
 CSEA (file)
 OMB

T. Zindel
to be ratified
7-18-23

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

Prosecuting Attorney
David P. Fornshell

Director, CSEA
Thomas E. A. Howard

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

June 29, 2023

Attn: Sue Spencer
Warren County Commissioners
406 Justice Drive
Lebanon, Ohio 45036

Re: Second Quarter Draw for 2023

Dear Commissioners:

The Warren County Child Support Enforcement Agency requests our 2023 second quarter draw in the amount of \$44,305.00. We appreciate and thank you for the financial support you provide to our Agency.

Sincerely,



Thomas E. A. Howard, Director

✓

ACCEPT AN AMENDED CERTIFICATE, CREATE FUND #4457, AND APPROVE A SUPPLEMENTAL APPROPRIATION FOR THE HENDRICKSON ROAD BRIDGE PROJECT FUND #4457

WHEREAS, in order for the Warren County Engineer's Office to be able to encumber funds for the Hendrickson Road Bridge Project, an amended certificate, create a new fund number, and a supplemental appropriation needs to be approved; and

NOW THEREFORE BE IT RESOLVED, to create Fund #4457, accept an amended certificate from the Budget Commission in the amount of \$447,338.00 for the Hendrickson Road Bridge Project; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation for the Engineer's Fund #4457 Hendrickson Road Bridge Project:

Supplemental Appropriation

\$447,338.00 ✓ into 44573130-5320 ✓ (Capital Purchases) ✓

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 11th day of July 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

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

T. Zindel
to be ratified
7-18-23

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

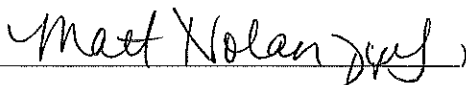
Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, July 5, 2023

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2023, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Capital Projects	Jan. 1st, 2023	Taxes	Other Sources	Total
Hendrickson Rd Bridge Proj	\$0.00		\$447,338.00	\$447,338.00
Fund 4457				
TOTAL	\$0.00	\$0.00	\$447,338.00	\$447,338.00


 _____)
 _____)
 _____) Budget
 _____) Commission

APPROVE APPROPRIATION ADJUSTMENT WITHIN DOG AND KENNEL FUND #2206

BE IT RESOLVED, to approve the following appropriation adjustment:

\$770.00 ✓ from #2206 2700 5210 ✓ (Material/Supply) ✓
into #2206 2700 5310 ✓ (Vehicle Cap. Outlay) ✓

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 26th day of February 2015.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adj. File
Dog & Kennel (file)
OMB

A Zindel
to be ratified
7-18-23

38

2023 JUL 18 11:04 AM
CLERK'S OFFICE

✓

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO BUILDING AND ZONING FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Building and Zoning Fund #11012300 in order to process vacation leave payouts for Stephanie Austin, former employee of the Building and Zoning Office:

\$ 1,659.00 ✓ from #11011110-5882 ✓ (Commissioners - Vacation Leave Payout) ✓
into #11012300-5882 ✓ (Building Reg - Vacation Leave Payout) ✓

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

Mr.
Mr.
Mr.

Resolution adopted this day of July 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adjustment file
B/Z (file)
OMB

*A Zindel
to the Recorder
7-18-23*

41

APPROVE APPROPRIATION ADJUSTMENTS WITHIN CLERK OF COURTS TITLE FUND #22501260

BE IT RESOLVED, to approve the following appropriation adjustment;

\$ 800.00 ' from #22501260-5830 ✓ (Title – Workers Comp) ✓
into #22501260-5940 ✓ (Title – Travel). ✓

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

- Ms Jones
- Mr Young
- Mr Grossmann

Resolution adopted this day of July, 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/js

cc: Auditor _____
Appropriation Adj. file
Clerk of Courts(file)

*A Zindel
to me reviewed
7-18-23*

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#1011240

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

\$ 1,500.00 ✓ from 11011240-5415 ✓ (Juv CT Attorney-Indigent) ✓
into 11011240-5940 ✓ (Juv CT Travel) ✓

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 th day of 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

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

T Zindell
to the supervisor
7-18-23

123

✓

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE DETENTION CENTER FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Juvenile Detention Center Fund #11012600 in order to process a vacation leave payout for Chad Hoeffler former employee of the Juvenile Detention Center:

\$1,050.00 ✓ from #11011110-5882 ✓ (Commissioners - Vacation Leave Payout) ✓
into #11012600-5882 ✓ (Juvenile Detention Center - Vacation Leave Payout) ✓

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

Mr.
Mr.
Mr.

Resolution adopted this day of July 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adjustment file
JDC (file)
OMB

T. Zindell
to be reviewed
7-18-23

✓

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

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

\$1,066.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
into #11012850-5882 (Emergency Services - Vacation Leave Payout)

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

Mr.
Mr.
Mr.

Resolution adopted this day of July 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

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

Tina Osborne
to be ratified
7-18-23

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0917

Adopted Date July 18, 2023

ACKNOWLEDGE PAYMENT OF BILLS

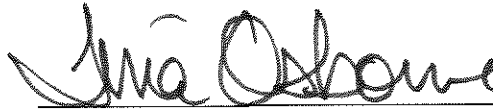
BE IT RESOLVED, to acknowledge payment of bills from 6/27/23, 6/29/23, 7/6/23, 7/11/23, and 7/13/23 as attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 23-0918

Adopted Date July 18, 2023

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN, SECTION TWELVE, PHASE A SITUATED IN TURTLECREEK TOWNSHIP

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

SECURITY AGREEMENT

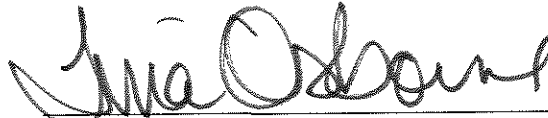
Bond Number	: 23-006 (P/S)
Development	: Shaker Run, Section Twelve, Phase A
Developer	: Grand Communities, LLC
Township	: Turtlecreek
Amount	: \$190,563.10
Surety Company	: RLI Insurance Company (CMS0352550)

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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

STREETS AND APPURTENANCES
(including Sidewalks)

Security Agreement No.

23-006 (P/S)

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

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in _____
Shaker Run _____ **Subdivision, Section/Phase** Twelve/A (3) (hereinafter the "Subdivision") situated in
Turtlecreek _____ (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$709,692.50,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$146,587.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum
of \$190,563.10 to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County subdivision
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is
inserted herein, the **minimum performance security** shall be twenty percent (20%) of the
total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$141,938.50 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

Grand Communities, LLC
ATTN: Casey Schlensker
3940 Olympic Blvd. Suite 400
Erlanger, KY 41018
Ph. (859) 344 - 4709

D. To the Surety:

RLI Insurance Company

525 W Van Buren Street, Suite 350

Chicago, IL 60607

Ph. (312) 833 - 1413

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

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

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

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

 Original Escrow Letter (attached)

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

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

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

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

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

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

DEVELOPER:

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

SIGNATURE: Michael Kady
PRINTED NAME: Michael Kady
TITLE: President
DATE: ~~06/14/23~~ 06/14/23

SURETY:

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

SIGNATURE: Dustin Stevens
PRINTED NAME: Dustin Stevens
TITLE: Attorney in Fact
DATE: 6/14/2023

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 23-0918, dated 7-18-23.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: _____

PRINTED NAME: Sharon Jones

TITLE: President

DATE: 7-18-23

RECOMMENDED BY:

By: _____

Neil F. Tunison / K W
COUNTY ENGINEER

APPROVED AS TO FORM:

By: _____

Bruce A. Melby Asst. Pros.
COUNTY PROSECUTOR

Key:

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

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

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

Know All Men by These Presents:

Bond No. CMS0352550

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

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company and Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Dustin Stevens in the City of Cincinnati, State of OH

it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000) for any single obligation, and specifically for the following described bond.

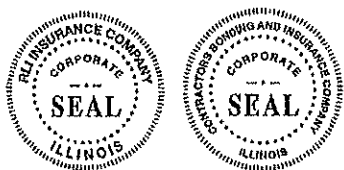
Principal: Grand Communities, LLC

Obligee: Warren County Board of Commissioners

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

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

IN WITNESS WHEREOF, **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 21st day of January, 2021.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 21st day of January, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 14th day of June, 2023.

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

**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018, as Principal, and RLI Insurance Company, 525 W Van Buren Street, Suite 350, Chicago, IL 60607, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of One Hundred Ninety Thousand Five Hundred Sixty Three and 10/100 Dollars (\$190,563.10) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

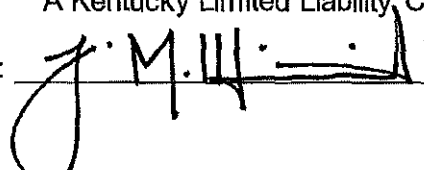
WHEREAS, the Principal has agreed to construct and dedicate for public purpose and maintenance Street, Sidewalks, Storm in Shaker Run Section 12A Subdivision in Turtlecreek Township, Warren County, OH.

NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Street, Sidewalks, Storm in Shaker Run Section 12A Subdivision in Turtlecreek Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of One Hundred Ninety Thousand Five Hundred Sixty Three and 10/100 Dollars (\$190,563.10) and no more.

SIGNED AND DATED THIS 14th day of June, 2023.

Principal: Grand Communities, LLC
A Kentucky Limited Liability Company

By: _____



Surety: RLI Insurance Company

By: _____



Dustin Stevens, Attorney-in-Fact



Resolution

Number 23-0919

Adopted Date July 18, 2023

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN SUBDIVISION, SECTION 12, PHASE A, SITUATED IN TURTLECREEK TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	23-007 (W/S)
Development	:	Shaker Run Subdivision, Section 12, Phase A
Developer	:	Grand Communities, LLC.
Township	:	Turtlecreek
Amount	:	\$18,536.10
Surety Company	:	RLI Insurance Company (CMS0352549)

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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Grand Communities, Ltd., Casey Schlensker, 3940 Olympic Blvd, Suite 400, Erlanger KY 41018
RLI Insurance Company, 525 W VanBuren Street, Suite 350, Chicago, IL 60607
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

23-007 (w/s)

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

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Shaker Run Subdivision, Section/Phase 12A (3) (hereinafter the "Subdivision") situated in Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$185,361.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$0.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$0.00 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$18,536.10 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 23-0919, dated 7-18-23.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]

PRINTED NAME: Garra Jones

TITLE: President

DATE: 7-18-23

RECOMMENDED BY:

By: [Signature]
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
COUNTY PROSECUTOR

Key:

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

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

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

Know All Men by These Presents:

Bond No. CMS0352549

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

That this Power of Attorney may be effective and given to either or both of RLI Insurance Company and Contractors Bonding and Insurance Company, required for the applicable bond.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Dustin Stevens in the City of Cincinnati, State of OH

it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000) for any single obligation, and specifically for the following described bond.

Principal: Grand Communities, LLC

Obligee: Warren County Board of Commissioners

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

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

IN WITNESS WHEREOF, RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 21st day of

January, 2021.



RLI Insurance Company
Contractors Bonding and Insurance Company

B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 21st day of January, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 14th day of June, 2023.

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

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



Bond No. CMS0352549

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and RLI Insurance Company, a corporation organized under the laws of the Illinois with principal place at 525 W buren Street, Suite 350, Chicago, IL 60607, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive Lebanon, OH 45036 (hereinafter called Obligee) in the penal sum of Eighteen Thousand Five Hundred Thirty Six and 10.100 Dollars, (\$ 18,536.10), for payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

DATED this 14 day of June, 2023.

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

Water Main in Shaker Run Section 12A

located in, Warren County, Ohio

and

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

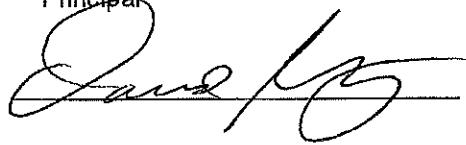
NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That is said Principal shall, for a period of 1 year(s) from and after the 14 day of June, 2023, indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date hereof shall be delivered facts showing such default and the date thereof shall be delivered to the Surety by certified mail, at its Home Office in 525 W buren Street, Suite 350, Chicago, IL 60607 promptly an in any event within thirty (30) days after the Obligee or his representative shall learn of such default; and that no claim suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.

Grand Communities, LLC
A Kentucky Limited Liability Company

Principal

By:



Its: David Stroup, VP Land Development

RLI Insurance Company

Surety

By:



Dustin Stevens

Its:

Attorney-in-Fact

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

Resolution

Number 23-0920

Adopted Date July 18, 2023

APPROVE BOND RELEASE FOR HT CROSSING LLC FOR COMPLETION OF IMPROVEMENTS IN HUNTERS CROSSING, SECTION 1 SITUATED IN CLEARCREEK 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	:	Hunters Crossing, Section 1
Developer	:	HT Crossing LLC
Township	:	Clearcreek
Amount	:	\$25,512.50
Surety Company	:	Certified Check #845073 – Peoples Bank

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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
OMB – J. Stilgenbauer
Soil & Water (file)
Bond Agreement file

Resolution

Number 23-0921

Adopted Date July 18, 2023

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR SALT RUN LAND DEVELOPMENT, INC, FOR COMPLETION OF IMPROVEMENTS IN CRANE MEADOW, PHASE ONE SITUATED IN HAMILTON TOWNSHIP

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

BOND RELEASE

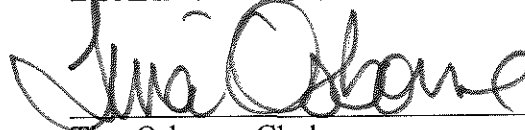
Bond Number	: 05-043 (P)
Development	: Crane Meadow, Phase One
Developer	: Salt Run Land Development, Inc
Township	: Hamilton
Amount	: \$20,176.96
Surety Company	: 1 st National Bank

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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Cc: Salt Run Land Dev. Inc, Attn: Mark Hildebrant, 4238 Beeline Rd, Holland, MI 49423
1st National Bank, PO Box 119, 1000 E. Main, Lebanon, OH 45036
Engineer (file)
Bond Agreement file

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

Resolution

Number 23-0922

Adopted Date July 18, 2023

APPROVE SANDHILL DRIVE IN CRANE MEADOW, PHASE ONE FOR PUBLIC MAINTENANCE BY HAMILTON TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Sandhill Drive has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2339-T	Sandhill Drive	5'-24'-5"	0.123

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Hamilton Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS

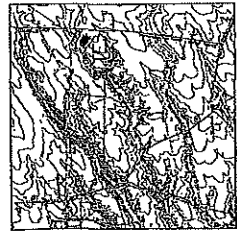


Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Engineer (file)
Developer
Bond Agreement file

CRANE MEADOWS, PHASE ONE

PLAT NO. 2006
 HAMILTON TOWNSHIP, WARREN COUNTY, OHIO



VICINITY MAP
 NOT TO SCALE

CLD# 19732, 17-27-100-025

LOT	ACRES	DEED
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177	1.778	O.R. 2885/688
178	1.778	O.R. 2885/688
179	1.778	O.R. 2885/688
180	1.778	O.R. 2885/688
181	1.778	O.R. 2885/688
182	1.778	O.R. 2885/688
183	1.778	O.R. 2885/688
184	1.778	O.R. 2885/688
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253	1.778	O.R. 2885/688
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400	1.778	O.R. 2885/688

CURVE TABLE

STATION	CHORD	ARC	ANGLE	CHORD	ANGLE	CHORD
1+00.00	100.00	100.00	180.00	100.00	180.00	100.00
1+05.00	95.11	95.11	171.43	95.11	171.43	95.11
1+10.00	90.22	90.22	162.86	90.22	162.86	90.22
1+15.00	85.33	85.33	154.29	85.33	154.29	85.33
1+20.00	80.44	80.44	145.71	80.44	145.71	80.44
1+25.00	75.55	75.55	137.14	75.55	137.14	75.55
1+30.00	70.66	70.66	128.57	70.66	128.57	70.66
1+35.00	65.77	65.77	120.00	65.77	120.00	65.77
1+40.00	60.88	60.88	111.43	60.88	111.43	60.88
1+45.00	55.99	55.99	102.86	55.99	102.86	55.99
1+50.00	51.10	51.10	94.29	51.10	94.29	51.10
1+55.00	46.21	46.21	85.71	46.21	85.71	46.21
1+60.00	41.32	41.32	77.14	41.32	77.14	41.32
1+65.00	36.43	36.43	68.57	36.43	68.57	36.43
1+70.00	31.54	31.54	60.00	31.54	60.00	31.54
1+75.00	26.65	26.65	51.43	26.65	51.43	26.65
1+80.00	21.76	21.76	42.86	21.76	42.86	21.76
1+85.00	16.87	16.87	34.29	16.87	34.29	16.87
1+90.00	11.98	11.98	25.71	11.98	25.71	11.98
1+95.00	7.09	7.09	17.14	7.09	17.14	7.09
2+00.00	2.20	2.20	8.57	2.20	8.57	2.20

LOT/AC.	OWNER	DEED
LOT 165	LUIGI JAMES	O.R. 3307/866
LOT 166	FLEMING MICHAEL	O.R. 2885/688
LOT 167	DEWILLER JOSEPH	O.R. 3235/986
LOT 168	JULLERAT AARON	O.R. 2512/784
LOT 169	WILCHER TODD	O.R. 3615/835
LOT 170	CALLAHAN TROY	O.R. 3769/911
LOT 171	SANDY COVE CORP.	O.R. 1096/686
LOT 172	THOMAS HEATHER	O.R. 3720/646
LOT 173	FETTE MATTHEW	O.R. 2569/807
LOT 174	BIRKE PAUL	O.R. 9336/130
LOT 175	BIRGO PHILIP	O.R. 477/420
LOT 176	SANDY COVE CORP.	O.R. 1066/686

DEVELOPER AND OWNER:
 PA ROBERTS AND ASSOCIATES, INC.
 212 MARK HANCOCK
 212 MARK HANCOCK
 HOLLAND, OH 43022

PREPARED BY:
 PA ROBERTS AND ASSOCIATES, INC.
 212 MARK HANCOCK
 212 MARK HANCOCK
 HOLLAND, OH 43022

APPROVALS

COUNTY COMMISSIONERS
 WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO, DO HEREBY APPROVE THIS PLAT ON THIS 11th DAY OF AUGUST, 2006.

[Signature]
 COMMISSIONER

WARREN CO. REGIONAL PLANNING COMMISSION
 THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 11th DAY OF AUGUST, 2006.

[Signature]
 EXECUTIVE DIRECTOR

HAMILTON TOWNSHIP ZONING INSPECTOR
 I HEREBY APPROVE THIS PLAT ON THIS 11th DAY OF AUGUST, 2006.

[Signature]
 ZONING INSPECTOR

COUNTY HEALTH DISTRICT
 I HEREBY APPROVE THIS PLAT ON THIS 11th DAY OF AUGUST, 2006.

[Signature]
 WARREN COUNTY HEALTH COMMISSIONER

COUNTY ENGINEER
 I HEREBY APPROVE AND ACCEPT THIS PLAT ON THIS 11th DAY OF AUGUST, 2006.

[Signature]
 WARREN COUNTY ENGINEER

COUNTY AUDITOR
 RECEIVED AND TRANSCRIBED ON THIS DAY OF AUGUST, 2006 AT HAMILTON, OHIO.

[Signature]
 COUNTY AUDITOR

COUNTY RECORDER
 FILE NO. 2006-11. DAY OF AUGUST, 2006 AT HAMILTON, OHIO.
 RECORDED ON THIS DAY OF AUGUST, 2006 AT PAGE NO. 3274.

[Signature]
 COUNTY RECORDER

WARREN COUNTY SANITARY ENGINEER
 I HEREBY APPROVE AND ACCEPT THIS PLAT ON THIS 11th DAY OF AUGUST, 2006.

[Signature]
 WARREN COUNTY SANITARY ENGINEER

CERTIFICATE OF ENGINEER & SURVEYOR
 I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SET AS SHOWN, AND THAT ALL MONUMENTS AND LOT CORNER PINS ARE

[Signature]
 ENGINEER & SURVEYOR

SURVEYOR

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on July 5, 2023, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Darryl Cordrey - Trustee
Joseph P. Rozzi – Trustee
Mark Sousa - Trustee

Mr. Sousa introduced the following resolution and moved its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 23-0705D**

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND
SETTING SPEED LIMITS ON PHASE ONE, IN THE CRANE MEADOW
SUBDIVISION, HAMILTON TOWNSHIP, DISPENSING WITH THE SECOND
READING AND DECLARING AN EMERGENCY**

WHEREAS, Warren County Commissioners have accepted the following streets in the Crane Meadows subdivision and approved them for maintenance by Hamilton Township and Hamilton Township is accepting the same for maintenance Phase One shown on the attached Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Hamilton Township, Warren County, Ohio:

SECTION 1. Hamilton Township accepts Phase One as shown on the attached Exhibit A of the Crane Meadows subdivision for maintenance.

SECTION 2. The speed limit in Phase One of the Crane Meadows subdivision, Hamilton Township is hereby established at twenty-five (25) miles per hour.

SECTION 3. The Trustees of Hamilton Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

SECTION 4. This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Hamilton Township. The reason for the emergency is to provide for the immediate establishment of a safe speed limit.

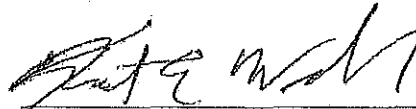
SECTION 5. This Resolution shall take effect on the earliest date allowed by law.

Mr. Rozzi seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

Darryl Cordrey –	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Joseph P. Rozzi –	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Mark Sousa –	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>

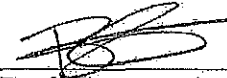
Resolution adopted this 5th day of July 2023.

Attest:



Kurt E. Weber, *Fiscal Officer*

Approved as to form:

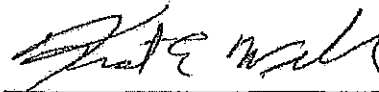


Brodi Conover, *Asst. Law Director*

I, Kurt E. Weber., Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on July 5, 2023.

Date:

7/10/2023



Kurt E. Weber, *Fiscal Officer*

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

Resolution

Number 23-0923

Adopted Date July 18, 2023

APPROVE VARIOUS RECORD PLATS

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

- Craig and Martin Subdivision – Hamilton Township
- Shaker Run Section 12, Phase A – Turtlecreek Township
- Kings Mill Road, Columbia Road, Wilson Avenue, Kings Island Drive, Right-Of-Way Dedication – Deerfield Township

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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 23-0924

Adopted Date July 18, 2023

ACCEPT AN AMENDED CERTIFICATE AND APPROVE A SUPPLEMENTAL APPROPRIATION AND APPROPRIATION ADJUSTMENTS FOR THE COUNTY WIDE FINANCIAL SOFTWARE FUND #4401

WHEREAS, in order for the Warren County Auditor's Office to be able to encumber funds for the SaaS Project related to the County Wide Financial Software, an amended certificate, a supplemental appropriation, and appropriation adjustments need accepted; and

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate from the Budget Commission in the amount of \$50,781.00 for the County Wide Financial Software; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation and appropriation adjustments for the Auditor's Fund #4401 County Wide Financial Software.

Supplemental Appropriation

\$87,936.00 into 44011120-5370 (Software)

Appropriation Adjustments

\$18,000.00 from 44011120-5317 (Non-Capital Purchases)

\$18,000.00 from 44011120-5320 (Capital Purchase)

\$18,000.00 from 44011120-5850 (Training & Education)

\$1,000.00 from 44011120-5911 (Non Taxable Meal Fringe)

\$55,000.00 into 44011120-5370 (Software)

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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file)
Amended Certificate file
Supplemental App. file
Appropriation Adj. file

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

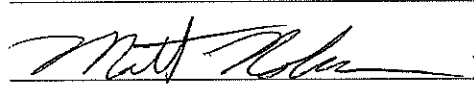
Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, July 14, 2023

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2023, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Capital Projects	Jan. 1st, 2023	Taxes	Other Sources	Total
County Wide Financial Software	\$212,155.46		\$50,781.00	\$262,936.46
Fund 4401				
TOTAL	\$212,155.46	\$0.00	\$50,781.00	\$262,936.46

_____)
 _____)
)
 _____) Budget
 _____) Commission
 _____)

AMEND 23 07
Fund 4401 49000 +50,781.00

JUL 14 '23 RCWC
RECEIVED 0NE0000

Resolution

Number 23-0925

Adopted Date July 18, 2023

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 June 2023:

\$ 50,188.87	from #11011112 5997	(Operational Transfers)
	into #5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 5,854.11	from #11011112 5997	(Operating Transfers)
	into #5575 44100 55753300 AAREVENUE	(Sewer Construction Project - Interest Earnings)
\$ 55,816.63	from #11011112 5997	(Operational Transfers)
	into #5580 44100 55803300 AAREVENUE	(Sewer Revenue - Interest Earnings)
\$ 5,467.00	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 Mr. Young. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 18th day of July 2023.

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 23-0926

Adopted Date July 18, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO AIRPORT FUND #4479

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 50,000.00 into #44793850-5317 (Airport – Non-Capital Purchases)

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

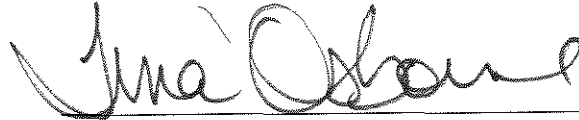
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Airport (file)
OMB – S. Spencer

Resolution

Number 23-0927

Adopted Date July 18, 2023

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

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

\$2,266.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012210-5882	(WCSO - Corrections - Vacation Leave Payout)

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

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

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adjustment file
Sheriff (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0928

Adopted Date July 18, 2023

APPROVE REQUISITIONS AND AUTHORIZE DEPUTY COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO


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

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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc:


Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
FAC	RJE BUSINESS INTERIORS CINCINNATI OH INC	FAC TRAINING ROOM FURNITURE	\$ 25,511.56
WAT	M/I HOMES OF CINCINNATI, LLC	WAT REIMB TO RELOCATE 12" WATER LINE	\$ 153,114.00
TEL	MARKETING SALES SOLUTIONS INC	TEL BCS ECC ADD ON FOR CHILDRE	\$ 6,910.00
WAT	CINCYAUTOS INC	2023 FORD RANGER XLT SUPERCAB	\$ 38,935.00
WAT	SMITHCORP INC	WAT MORELAND ACRES WATER REPLACEMENT	\$ 607,119.80
ENG	HARVEYSBURG CORP	ENG CVT VILLAGE OF HARVEYSBURG STORM	\$ 20,848.16
ENG	DONNA D FRIES	ENG TEMP EASE ROACH COZ RD BRDG	\$ 599.00
BOC	FORD DEVELOPMENT CORP	BOC AIRPORT RUNWAY & APRON PROJECT	\$ 369,217.78

Department	Vendor Name	Description	Amount
TEL	MOTOROLA SOLUTIONS INC	RADIO PARTS FOR RESALE	\$ 2,196.00 INCREASE
ENG	LBJ INC	STEPHENS RD BRIDGE REPLACEMENT PROJECT	\$ 34,097.10 DECREASE
ENG	EAGLE BRIDGE CO	KING AVENUE BRIDGE IMPROVEMENT PROJECT	\$ 1,686,677.56 DECREASE

7/18/2023 APPROVED:



Martin Russell, Deputy County Administrator

Resolution

Number 23-0929

Adopted Date July 18, 2023

AMEND RESOLUTION NO. 23-0858 TO FURTHER AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE A JOINT APPLICATION WITH THE COUNTY PROSECUTOR TO APPLY FOR AN ORDER FROM THE COURT OF COMMON PLEAS AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS TO EMPLOY LEGAL COUNSEL ON A CONTINGENT FEE BASIS FOR PFAS LITIGATION

WHEREAS, on June 27, 2023, this Board adopted Resolution No. 23-0858 approving and authorizing the County Administrator to execute a legal services agreement with Baron & Budd PC, Cossich Sumich Parsiola & Taylor LLC, Markovits Stock & DeMarco LLC, McNamee and McNamee LLP, and Oths Heiser Miller Waigand & Clagg LLC; and

WHEREAS, upon further consideration, the County Prosecutor has recommended that he and the Board should apply to the Court of Common Pleas, pursuant to R.C. 305.14(A), for an order authorizing the Board to employ the aforementioned legal counsel. A copy of the Joint Application is attached hereto and made a part hereof; and

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Warren County, Ohio, at least a majority of all its members casting a vote concur as follows:

- 1) The Board approves and further authorizes the County Administrator to execute the joint application with the County Prosecutor, pursuant to R.C. 305.14(A), to apply for an Order from the Warren County Court of Common Pleas authorizing this Board to employ the aforementioned legal counsel on a contingent fee basis for PFAS litigation.
- 2) The findings made by the Board in the above whereas clauses are adopted as a part of these resolving paragraphs.
- 3) All action taken relating hereto and this Resolution is an administrative act.
- 4) All action taken relating hereto to and this Resolution occurred in an open meeting of the Board in compliance with the Ohio Open Meetings Act, Section 121. 22, et seq. of the Ohio Revised Code.

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

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

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

**STATE OF OHIO, WARREN COUNTY
IN THE COURT OF COMMON PLEAS
GENERAL DIVISION**

IN RE: APPLICATION FOR AN ORDER : Case No. _____
AUTHORIZING THE BOARD OF : (JUDGE _____)
COUNTY COMMISSIONERS TO :
EMPLOY LEGAL COUNSEL :
PURSUANT TO R.C. 305.14(A) : **APPLICATION FOR AN ORDER**
: **AUTHORIZING THE BOARD OF COUNTY**
: **COUNTY COMMISSIONERS TO EMPLOY**
: **LEGAL COUNSEL PURSUANT TO**
: **R.C. 305.14(A)**

Now come DAVID P. FORNSHELL, Warren County Prosecuting Attorney (the “County Prosecutor”) and the Board of County Commissioners of Warren County, Ohio (the “Board of County Commissioners”), or jointly the “Applicants”, pursuant to R.C. 305.14, and hereby jointly apply for an Order from this Court authorizing the Board of County Commissioners to employ legal counsel [1] on a contingency fee basis to prosecute an action and proceeding in which the Board of County Commissioners will be a party and has an interest in an official capacity.

1 Baron & Budd, P.C., 3102 Oak Lane Ave. Suite 100, Dallas, TX 75319; Cossich, Sumcuh, Parsiola & Taylor, LLC, 8397 Highway 23, Suite 100, Belle Chasse, LA 70037; Markovits, Stock & DeMarco, LLC, 119 E. Court Street, Suite 530, Cincinnati, OH 45202; McNamee & McNamee, LLP, 2625 Common Blvd., Beavercreek, OH 45231; and, Oths, Heiser, Miller, Waigand & Clagg, LLC, 16 E. Broadway Street, Wellston, OH 45692.

The following memorandum is offered in support hereof.

MEMORANDUM

Pursuant to R.C. 309.09(A), the county prosecuting attorney serves as statutory legal advisor to the board of county commissioners and all other county officers and boards, and “shall prosecute and defend all suits and actions that any such officer * * * is a party, and no county officer may employ any other counsel or attorney at the expense of the county, except as provided in [R.C. 305.14.]” In accordance with R.C. 305.14(A), the court of common pleas, upon the application of the prosecuting attorney and the board of county commissioners, may authorize the board of county commissioners to employ legal counsel to assist the board of county commissioners in the prosecution of any action or proceeding in which such board is a party or has an interest, in its official capacity.

The necessity for this application involves a matter of public health and safety. The Board of County Commissioners owns and operates five public water systems that supply potable water to over 34,000 customers across the service area in Warren County. These systems include two water treatment plants that treat water from wells along the Little Miami and Great Miami Buried Valley aquifers, and five different well fields with 24 production wells. The Board of County Commissioners has been notified by the U.S. EPA that test results have indicated there are levels of per- and polyfluoroalkyl substances (PFAS) in Warren County’s potable water supply that exceed the U.S. EPA guidelines. The Board of County Commissioners hired a consultant to evaluate what measures Warren County will be required to take to comply with U.S. EPA guidelines. A preliminary assessment by the consultant estimates the cost to Warren County will be \$30 million for construction of needed technology, and \$300,000 to \$600,000 annual operating costs to manage and dispose of the toxic chemicals as such toxins do not biodegrade and pose a

significant risk to human health and safety.

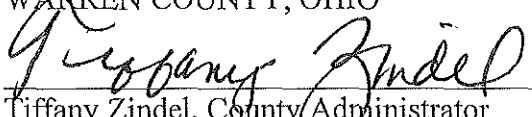
Presently, there is multi-district litigation (MDL) being filed in courts across the United States against the manufacturers of PFAS. Some of the largest manufacturers are anticipated to settle these cases imminently and others will litigate. The law firms of Barron & Budd of Dallas Texas, and Cossich, Sumcih, Parsiola & Taylor of Belle Chasse, LA have been retained by approximately 200 clients from the east to the west coasts to represent such clients including governmental entities and public water suppliers to pursue litigation against the manufactures of these toxic chemicals. Barron and Budd's lead attorney, Scott Summy, is a member of the Executive Committee in the multi-district litigation (MDL) and one of three attorneys appointed to be lead counsel for plaintiffs in the MDL. The law firms of Markovits Stock & DeMarco LLC of Cincinnati Ohio, McNamee & McNamee of Beavercreek Ohio, and Oths, Heiser, Miller, Waigand & Clagg of Wellston Ohio, are serving as local counsel for the aforementioned out of state firms in several cases filed in common pleas courts in Ohio. The employment of the aforementioned law firms will be on a contingency fee in the event of recovery by Warren County. No fee or costs of litigation would be paid out of the County treasury.

It is in the best interest of the citizens of Warren County and the County treasury to pursue all available legal recourse against the responsible manufacturers of the PFAS contamination in the Warren County potable water supply. The Board of County Commissioners has determined it is prudent to employ the aforementioned law firms given their expertise and experience in PFAS litigation. Accordingly, Applicants request that this Court grant an order authorizing the Board of County Commissioners to employ the said legal counsel to prosecute an action and proceeding in which the Board of County Commissioners will be a party and has an interest in its official capacity.

Respectfully submitted,

DAVID P. FORNSHELL (0071582)
WARREN COUNTY PROSECUTING ATTORNEY
Warren County Prosecutor's Office
570 Justice Drive, 2ND Floor
Lebanon, OH 45036
Ph. (513) 695-1325
Fax (513) 695-2962

BOARD OF COUNTY COMMISSIONERS:
WARREN COUNTY, OHIO


Tiffany Zindel, County Administrator
Per authorizing Resolution No. 2023- 0929

Resolution

Number 23-0930

Adopted Date July 18, 2023

AMEND WARREN COUNTY ASSIGNED COUNSEL FEE SCHEDULE TO ESTABLISH CAPITAL CASE RATE OF \$140 PER HOUR PURSUANT TO OHIO REVISED CODE SECTION 120.33(D)

WHEREAS, this Board has received notice that pursuant to ORC 120.33(D), the Capital Case Attorney Fee Council has increased the hourly rate for time in and out of court for death penalty (Capital) cases from \$125 per hour to \$140 per hour; and

WHEREAS, it is necessary to amend the Warren County Assigned Counsel Fee Schedule to comply with the established rate; and

NOW THEREFORE BE IT RESOLVED, to amend the Warren County Assigned Counsel Fee Schedule as attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Probate-Juvenile Court (file)
Common Pleas Court (file)
Auditor
Martin Russell

WARREN COUNTY ASSIGNED COUNSEL FEE SCHEDULE

Counsel shall be compensated at the hourly rate of \$75.00 for time In Court and Out of Court. Death Penalty trial will be compensated at the hourly rate \$140 for both In Court and Out of Court services.

Maximum fee at the above stated hourly rates for the types of cases listed below are as follows:

1. Aggravated Murder (capital cases) Counsel must submit fee form quarterly	Two Attorneys	\$ NO CAP
2. Aggravated Murder (non-capital case)	One Attorney Two Attorneys	\$ 7,000.00 \$ 9,000.00
3. Murder Felony with possible life sentence/Repeat violent offender Major Drug defender		\$4,000.00 \$ 5,000.00
4. Felony 1, 2, 3		\$2,500.00
5. Felonies 4, 5		\$2,000.00
6. Misdemeanors/pre-indictment felony		\$ 1,000.00
7. Probation, parole violations, etc.		\$ 500.00
8. Contempt proceedings		\$ 500.00
9. Juvenile proceedings – felony		\$ 1,000.00
10. Juvenile proceedings – misdemeanor		\$ 1,000.00
11. Juvenile proceedings- abuse, dependency, & neglect Per 12 month period		\$ 1,000.00
12. Juvenile proceedings – Guardian As Litem Per 12 month period		\$ 1,000.00
13. Probate proceedings-termination of parental rights		\$ 1,000.00
14. Appeals		
A. Aggravated Murder (death sentence imposed) Two Attorneys		\$NO CAP
B. Aggravated Murder (sentence other than death)		\$ 4,500.00
C. Murder (or any felony with life sentence)		\$2,000.00
D. Felony		\$ 1,500.00
E. Misdemeanor		\$ 1,000.00

All fees are subject to review and approval by the courts of Warren County.

June 2023



Office of the Ohio Public Defender

Timothy Young, State Public Defender

MEMORANDUM

DATE: June 28, 2023
TO: County Commissioners, County Public Defenders, Court
Appointed Counsel, Judges, Auditors
FROM: State Public Defender Tim Young
RE: Capital Fee Rate

I write today to provide notice that the Capital Case Attorney Fee Council has conducted their annual review of the compensation rate for attorneys who represent indigent defendants, pursuant to Ohio Revised Code 120.33(D), and the Council has changed the rate for capital representation to \$140 per hour effective July 17, 2023. The \$140 per hour rate is to be paid to counsel representing indigent defendants in death penalty cases at all stages of a capital case, including but not limited to trial, appeal, and post-conviction proceedings.

The Office of the Ohio Public Defender (OPD) will be updating our Standards and Guidelines on Reimbursement in the coming months, including the State Fee Schedule. In the interim, this memo will serve as confirmation that the State Fee Schedule is updated effective July 17, 2023 to reflect the new \$140 per hour rate in capital cases.

If you have any questions, please contact the OPD's Policy & Outreach Division via email (outreach@opd.ohio.gov) or by phone (614.466.5394). Thank you.

Resolution

Number 23-0931

Adopted Date July 18, 2023

HIRE JENNA BOUR AS WATER AND SEWER UTILITY CLERK I, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Jenna Bour within the Warren County Water and Sewer Department classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #12, \$18.88 per hour, under the Warren County Commissioners compensation plan, effective July 24, 2023, subject a negative drug screen, background check, and a 365-day probationary period.

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

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

Resolution adopted this 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

Resolution

Number 23-0932

Adopted Date July 18, 2023

SET PUBLIC HEARING RELATIVE TO THE ADOPTION OF TEXT AMENDMENTS TO THE REQUIREMENTS AND STANDARDS FOR THE DESIGN AND CONSTRUCTION OF STREETS AND ROADWAY FACILITIES IN WARREN COUNTY

WHEREAS, pursuant to O.R.C. 711.101, this Board may adopt general rules setting standards and requiring and securing the construction of improvements shown on the plats and plans required under R.C. 711.10, et seq., and

WHEREAS, before adopting such amendments, in accordance with O.R.C. 711.101, a public hearing shall be held by the Board; and

WHEREAS, on July 14, 2023, this Board received, from the County Engineer, proposed text amendments to the existing Requirements and Standards for the Design and Construction of Streets and Roadway Facilities in Warren County, and this Board desires to set the public hearing necessary for the adoption of said amendments; and

NOW THEREFORE BE IT RESOLVED, to set a public hearing relative to the adoption of text amendments to the Requirements and Standards for the Design and Construction of Streets and Roadway Facilities in Warren County to be held on August 22, 2023, at 9:00 a.m. in the Commissioners' Meeting Room, County Administration Bldg., Rm. 128, 406 Justice Drive, Lebanon, Ohio 45036; and


BE IT FURTHER RESOLVED, that prior to the public hearing, the County Engineer shall send a copy of the proposed text amendments and a request for written comments to various elected officials, government agencies and professional groups.

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 18th day of July 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Engineer (certified) (file)
Streets and Roadway Facilities Public Hearing file