

# Resolution

Number 19-0631

Adopted Date May 28, 2019

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

WHEREAS, there exists three openings for the "Eligibility Referral Specialist II" position within the Department of Job and Family Services, Human Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Eligibility Referral Specialist II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning May 29, 2019.

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
OMB-Sue Spencer

# Resolution

Number 19-0632

Adopted Date May 28, 2019

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

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

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the positions of "Protective Services Caseworker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning May 29, 2019.

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

# Resolution

Number 19-0633

Adopted Date May 28, 2019

ACCEPT RESIGNATION OF MELODI CHASTEEN, FISCAL COORDINATOR, WITHIN OHIOMEANSJOBS WARREN COUNTY, EFFECTIVE MAY 31, 2019

BE IT RESOLVED, to accept the resignation Melodi Chasteen, Fiscal Coordinator, within OhioMeansJobs Warren County, effective May 31, 2019.

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OhioMeansJobs (file)  
M. Chasteen's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 19-0634

Adopted Date May 28, 2019

AUTHORIZE THE POSTING OF "FISCAL COORDINATOR" POSITION, WITHIN OHIO MEANS JOBS WARREN COUNTY, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a).

WHEREAS, there exists one opening for "Fiscal Coordinator" position within OhioMeansJobs Warren County; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Fiscal Coordinator" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning May 29, 2019.

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OhioMeansJobs (File)  
OMB – Sue Spencer

# Resolution

Number 19-0635

Adopted Date May 28, 2019

RESCIND RESOLUTION #19-0591 WHICH AUTHORIZED THE HIRING OF KAITLYN TUCKER AS PROTECTIVE SERVICES CASEWORKER I WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS Ms. Tucker has declined the position as she has accepted an offer elsewhere; and

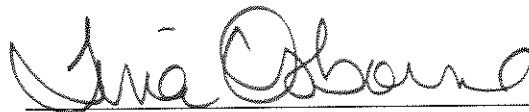
NOW THEREFORE BE IT RESOLVED, to rescind Resolution #19-0591 adopted May 21, 2019, which authorized the hiring of Kaitlyn Tucker as Protective Services Caseworker I within Warren County Job and Family Services, Children Services division.

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Children Services (file)  
K. Tucker's Personnel File  
OMB-Sue Spencer

# Resolution

Number 19-0636

Adopted Date May 28, 2019

ACCEPT RESIGNATION OF MORGAN CRAWFORD, PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE OCTOBER 1, 2019


BE IT RESOLVED, to accept the resignation of Morgan Crawford, Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, effective October 1, 2019.

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0637

Adopted Date May 28, 2019

ACCEPT RESIGNATION OF CYNDI WEST, FRAUD INVESTIGATOR, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE JUNE 6, 2019

BE IT RESOLVED, to accept the resignation, of Cyndi West, Fraud Investigator, within the Warren County Department of Job and Family Services, Human Services Division, effective June 6, 2019.

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 19-0638

Adopted Date May 28, 2019

WAIVE FEES ASSOCIATED WITH THE CONSTRUCTION OF A PARK RANGER BULLETIN BOARD AT TESTERMAN PARK ON BEHALF OF THE HAMILTON TOWNSHIP TRUSTEES

BE IT RESOLVED, to waive all fees associated with the construction of a 40' x 52' Park Ranger Bulletin Board located at Testerman Park, 8373 Maineville Road on behalf of the Hamilton Township Trustees; and

BE IT FURTHER RESOLVED, that the Hamilton Township Trustees will be responsible for any surcharge that may be required by the State of Ohio.

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

lkl/

cc: Building/Zoning (file)  
Hamilton Township (file)



# Resolution

Number 19-0639

Adopted Date May 28, 2019

REDUCE LOAD LIMIT ON BRIDGE #41-2.49 ON SPRINGBORO ROAD OVER BULL RUN FROM THE CURRENT LOAD LIMIT

WHEREAS, Bridge #41-2.49 on Springboro Road over Bull Run is inspected and maintained by the Warren County Engineer; and

WHEREAS, the Warren County Engineer has the duty and obligation to recommend weight limits for the bridges; and

WHEREAS, the Board of Warren County Commissioners and the Warren County Engineer pursuant to 5591.42 and 5577.071 of the Ohio Revised Code have determined that Bridge #41-2.49 (Clearcreek Township) is inadequate to carry its current load limit; and

WHEREAS, upon observation of recent deterioration of Bridge #41-2.49, the Warren County Engineer has determined that the posted load limit should be reduced from the current load limit of 40 tons to 15 tons for 2 axle vehicles, 23 tons for 3 axle vehicles, 27 tons for 4 axle vehicles, 30 tons for 5 axle vehicles, and 30 tons for 6 axle or more vehicles, effective immediately; and

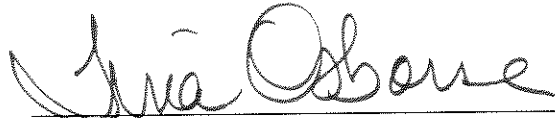
NOW THEREFORE, BE IT RESOLVED, to reduce the load limit on Bridge #41-2.49 on Springboro Road in Clearcreek Township.

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)

# Resolution

Number 19-0640

Adopted Date May 28, 2019

REDUCE LOAD LIMIT ON BRIDGE #158-0.92 ON STEPHENS ROAD OVER A BRANCH OF BEAR RUN FROM THE CURRENT LOAD LIMIT

WHEREAS, Bridge #158-0.92 on Stephens Road over a Branch of Bear Run is inspected and maintained by the Warren County Engineer; and

WHEREAS, the Warren County Engineer has the duty and obligation to recommend weight limits for the bridges; and

WHEREAS, the Board of Warren County Commissioners and the Warren County Engineer pursuant to 5591.42 and 5577.071 of the Ohio Revised Code have determined that Bridge #158-0.92 (Hamilton Township) is inadequate to carry its current load limit; and

WHEREAS, upon observation of recent deterioration of Bridge #158-0.92, the Warren County Engineer has determined that the posted load limit should be reduced from the current load limit of 40 tons to 15 tons for 2 axle vehicles, 23 tons for 3 axle vehicles, 25 tons for 4 axle vehicles, 27 tons for 5 axle vehicles, and 27 tons for 6 axle or more vehicles, effective immediately; and

NOW THEREFORE, BE IT RESOLVED, to reduce the load limit on Bridge #158-0.92 on Stephens Road in Hamilton Township.

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)

# Resolution

Number 19-0641

Adopted Date May 28, 2019

REDUCE LOAD LIMIT ON BRIDGE #33-4.92 ON UNION ROAD OVER HENDRICKSONS  
RUN FROM THE CURRENT LOAD LIMIT

WHEREAS, Bridge #33-4.92 on Union Road over Hendricksons Run is inspected and  
maintained by the Warren County Engineer; and

WHEREAS, the Warren County Engineer has the duty and obligation to recommend weight  
limits for the bridges; and

WHEREAS, the Board of Warren County Commissioners and the Warren County Engineer  
pursuant to 5591.42 and 5577.071 of the Ohio Revised Code have determined that Bridge #33-  
4.92 (Franklin Township) is inadequate to carry its current load limit; and

WHEREAS, upon observation of recent deterioration of Bridge #33-4.92, the Warren County  
Engineer has determined that the posted load limit should be reduced from the current load limit  
of 40 tons to 12 tons for 2 axle vehicles, 14 tons for 3 axle vehicles, 14 tons for 4 axle vehicles,  
15 tons for 5 axle vehicles, and 16 tons for 6 axle or more vehicles, effective immediately; and

NOW THEREFORE, BE IT RESOLVED, to reduce the load limit on Bridge #33-4.92 on Union  
Road in Franklin Township.

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Engineer (file)

# Resolution

Number 19-0642

Adopted Date May 28, 2019

REDUCE LOAD LIMIT ON BRIDGE #147-0.47 ON GROG RUN ROAD OVER GROG RUN FROM THE CURRENT LOAD LIMIT

WHEREAS, Bridge #147-0.47 on Grog Run Road over Grog Run is inspected and maintained by the Warren County Engineer; and

WHEREAS, the Warren County Engineer has the duty and obligation to recommend weight limits for the bridges; and

WHEREAS, the Board of Warren County Commissioners and the Warren County Engineer pursuant to 5591.42 and 5577.071 of the Ohio Revised Code have determined that Bridge #147-0.47 (Hamilton Township) is inadequate to carry its current load limit; and

WHEREAS, upon observation of recent deterioration of Bridge #147-0.47, the Warren County Engineer has determined that the posted load limit should be reduced from the current load limit of 40 tons to 15 tons for 2 axle vehicles, 23 tons for 3 axle vehicles, 27 tons for 4 axle vehicles, 31 tons for 5 axle vehicles, and 31 tons for 6 axle or more vehicles, effective immediately; and

NOW THEREFORE, BE IT RESOLVED, to reduce the load limit on Bridge #147-0.47 on Grog Run Road in Hamilton Township.

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Engineer (file)

# Resolution

Number 19-0643

Adopted Date May 28, 2019

APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH DANIS INDUSTRIAL CONSTRUCTION COMPANY FOR THE CONSTRUCTION OF THE SIMPSON CREEK, BEAR RUN, KINGS UNION LIFT STATION IMPROVEMENTS PROJECT, PURCHASE ORDER NO. 25089

WHEREAS, this Board on July 31, 2018 entered into a Contract with Danis Industrial Construction Company for upgrades to three existing sanitary pump stations including the Simpson Creek Pump Station (8873 Duke Blvd), the Bear Run Lift Station (1751 Fosters-Maineville Road), and the Kings Union Lift Station (adjacent to 6973 Kings Mills Road), with upgrades to the stations consisting of, pump replacement, HVAC upgrades, asphalt repairs, architectural upgrades, concrete repairs, control and electrical improvements and painting.; and

WHEREAS, Warren County Water and Sewer Department is requesting the Danis Industrial Construction Company to nonperform work identified in the Contract and perform additional work items not contained within the Contract; and

WHEREAS, a Change Order and Purchase Order modification are necessary in order to accommodate said change; and

NOW THEREFORE BE IT RESOLVED:

1. Approve Change Order No. 1 to the Contract with Danis Industrial Construction Company, decreasing Purchase Order No. 25089 by \$3,630.00 and creating a new Contract and Purchase Order price in the amount of \$ 983,370.00.
2. By said Change Order, attached hereto and made part hereof, all costs and work associated with the change shall be incorporated into the Contract.
3. That this Board execute and sign Change Order No. 1 of the Contract with Danis Industrial Construction Company for the construction of the Simpson Creek, Bear Run, Kings Union Lift Station Improvements Project.

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
c/a—Danis Industrial Construction Co.

Water/Sewer (file)  
Project file



**Warren County  
Water & Sewer Dept.**

406 Justice Drive  
Lebanon, Ohio 45036  
Phone: (513) 695-1377  
FAX (513) 695-2995

**CHANGE ORDER**

DATE: May 20, 2019

Change Order Number 1

Project Name: Simpson Creek, Bear Run, Kings Union Lift Station Improvements Project

ITEM	DESCRIPTION	ADDITIONS	DELETIONS	CONTRACT TIME IMPACT
1	<b>Delete Simpson Creek ARV #5</b> Nonperform the supply and installation of air release valve No. 5 at the Simpson Creek force main. (Attachment A)		\$1,288	None
2	<b>Alternate Pump Supplier for Simpson Creek PS</b> Furnish and install Ebara submersible pumps in lieu of the Fairbanks specified pumps at the Simpson Creek Lift Station. (Attachment B)		\$20,000	None
3	<b>Simpson Creek Valve Room Ceiling Repairs</b> Tape, repair, and spackle the existing drywall ceiling joints in the Simpson Creek Lift Station Valve Room. (Attachment C)	\$2,465.00		None
4	<b>King Union Pump Station Lightning Protection</b> Furnish and install a lightning protection system at the Kings Union Pump Station including a grounding loop and lightning rods. (Attachment D)	\$15,193.00		None

Sums of the ADDITIONS and DELETIONS

\$17,658.00

\$21,288

TOTALS FOR THIS CHANGE ORDER

-\$3,630

**Attachments:** Attachment A – Simpson Creek Air Release Valve No. 5  
Attachment B – Ebara Submersible Pumps at Simpson Creek Lift Station  
Attachment C – Simpson Creek Valve Room Ceiling Repair Email  
Attachment D – Kings Union Pump Station Lightning Protection Emails.

Original contract price \$987,000.00  
Current contract price adjusted by previous change orders \$ 987,000.00  
The Contract price due to this change order will be decreased by \$3,630.  
The New contract price including this change order will be \$ 983,370.00  
The contract time will be increased by 0 calendar days.  
The date for final completion of work will be August 31, 2019 .

Acceptance of this Change Order by the contractor constitutes final settlement of all matters relating to the change in Work that is the subject of the Change Order, including but not limited to, all direct, indirect and cumulative costs and schedule impacts associated with such change and any and all adjustments to the Contract Sum or Price and the extension of the Contract completion time.

Jerry Bruno 5/20/19  
Contractor's Signature Date  
Chas Bush 5/20/19  
Warren County Sanitary Engineer Date

Shannon Jones 5/28/19  
Warren County Commissioner Date  
Shannon Jones 5/28/19  
Warren County Commissioner Date  
Shannon Jones 5/28/19  
Warren County Commissioner Date

# **ATTACHMENT A**



**Brausch, Chris G.**

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**From:** Brian Looney [brian.looney@danis.com]  
**Sent:** Tuesday, September 11, 2018 4:03 PM  
**To:** Brausch, Chris G.  
**Cc:** Jerry Bruno  
**Subject:** RE: Simpson Creek Air Vacuum Valve Price

Chris,

I forgot to include the labor associated with the valve. Please add \$182 to the price below. The total price for the valve will be \$1288.

Let me know if you have any questions.

Thanks,

**BRIAN LOONEY**

DANIS | PROJECT ENGINEER  
3233 NEWMARK DRIVE | MIAMISBURG, OH 45342  
o. 937-228-1225 | c. 937-668-6366 | f. 937-228-7443 | [WWW.DANIS.COM](http://WWW.DANIS.COM)

**From:** Brian Looney  
**Sent:** Friday, September 7, 2018 9:14 AM  
**To:** 'Brausch, Chris G.' <[Chris.Brausch@co.warren.oh.us](mailto:Chris.Brausch@co.warren.oh.us)>  
**Subject:** Simpson Creek Air Vacuum Valve Price

Chris,

The price for the Air Vacuum Valve that was deleted (ARV #5) was \$1,106.00.

Thanks,

**BRIAN LOONEY**

DANIS | PROJECT ENGINEER  
3233 NEWMARK DRIVE | MIAMISBURG, OH 45342  
o. 937-228-1225 | c. 937-668-6366 | f. 937-228-7443 | [WWW.DANIS.COM](http://WWW.DANIS.COM)

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## **ATTACHMENT B**

## **Brausch, Chris G.**

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**From:** Jerry Bruno [jerry.bruno@danis.com]  
**Sent:** Friday, August 24, 2018 11:00 AM  
**To:** Brausch, Chris G.  
**Cc:** Brian Looney  
**Subject:** Ebara Pump Proposal confirmation Update 8-24-18

Good morning Chris-

Danis can confirm the following per your request:

1. The credit offered does not include any portion of the dewatering allowance. The allowance amount and scope remains unchanged.
2. Ebara will include one Ebara slide guide (loose) as part of this proposal. All new pumps will be provided with the Flygt slide guide adapter.
3. Field drawings and as-built record documents will be updated to reflect this change.

I trust this meets with your approval and that you will issue the appropriate change order at your earliest opportunity. In the meantime, Danis will proceed with preparation of the formal pump submittals for review and approval.

### **JERRY BRUNO**

DANIS | PROJECT EXECUTIVE

3233 NEWMARK DRIVE | MIAMISBURG, OH 45342

o. 937-228-1225 | c. 937-654-9990 | [JERRY.BRUNO@DANIS.COM](mailto:JERRY.BRUNO@DANIS.COM)

**From:** Brausch, Chris G. <[Chris.Brausch@co.warren.oh.us](mailto:Chris.Brausch@co.warren.oh.us)>  
**Sent:** Wednesday, August 22, 2018 1:48 PM  
**To:** Jerry Bruno <[jerry.bruno@danis.com](mailto:jerry.bruno@danis.com)>  
**Cc:** Sorrell, Jason <[Jason.Sorrell@co.warren.oh.us](mailto:Jason.Sorrell@co.warren.oh.us)>  
**Subject:** RE: Proposed Ebara Pump Curves for Simpson Creek Lift Station Improvement

Good afternoon Jerry,

Thank you for preparing the alternate pump proposal. We have review the proposal and find the \$20,000 credit acceptable. The County will keep the Simpson Creek guide rail replacement in the scope of work. Please confirm the following items related to your proposal:

1. The \$20,000 credit does not include any portion of the \$10,000 allowance for temporary bypass pumping at Simpson Creek Lift Station, as specified in Section 01 21 13, Paragraph 1.3.
2. Ebara's standard adapter (if removed from the pump) will be provided in addition to the Flygt base adapter, allowing the pump to be installed on an Ebara base should, in the future, the County wish to install this pump at a different station that is equipped with Ebara pumps.
3. The field drawings will be modified to reflect these changes.

Please let me know if you have questions,

Thanks,

*Chris G. Brausch, P.E.*  
*Warren County Sanitary Engineer*  
Warren County Water & Sewer Department  
Ph. (513) 695-1193 (direct line)  
Fx. (513) 695-2995

**From:** Jerry Bruno [<mailto:jerry.bruno@danis.com>]  
**Sent:** Monday, August 20, 2018 2:01 PM  
**To:** Brausch, Chris G.  
**Subject:** Proposed Ebara Pump Curves for Simpson Creek Lift Station Improvement

Hello Chris-

This is to follow-up on our conversation last week concerning our proposal to furnish Ebara submersible pumps in lieu of Fairbanks for the Simpson Creek Lift Station Improvements. Ebara is offering their model 150DSC4AOFM46075, Class 1 Division 1 explosion proof pump rated at 480V /75HP/3PH/60 HZ, with 50' of power and sensor cable standard, factory paint, an Ebara to Flygt 6" base adapter, and pump seal fail relays. The pump duty GPM 2000 @82' TDH. Attached are the performance curves you requested.

I can offer a credit of \$20,000 for this change, which includes the less expensive Ebara pumps and a credit for not having to remove and replace the pump bases. You may increase the amount of this credit to \$22,800 if the guide rail replacement is also deleted. Please discuss this with your staff and let me know if there is any interest in pursuing this further. I would like a decision by 8/27 please.

Thanks,

**JERRY BRUNO**  
DANIS | PROJECT EXECUTIVE  
3233 NEWMARK DRIVE | MIAMISBURG, OH 45342  
o. 937-228-1225 | c. 937-654-9990 | [JERRY.BRUNO@DANIS.COM](mailto:JERRY.BRUNO@DANIS.COM)

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## **ATTACHMENT C**

**Brausch, Chris G.**

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**From:** Jerry Bruno [jerry.bruno@danis.com]  
**Sent:** Thursday, January 03, 2019 12:40 PM  
**To:** Brausch, Chris G.  
**Cc:** James R. Perkins  
**Subject:** Change Request for Simpson Creek Valve Room 102 Ceiling Repairs

Hello Chris-

I discussed this with James and Danis cannot repair all the failing joints without a change order for the additional cost we would incur. I estimate that it will take 2 men 2 days to remove, re-tape, spackle, sand, and make ready for paint the drywall joints in Simpson Creek LS Valve Room 102 ceiling for a lump sum adjustment of ADD \$2,465.00 to the current contract price. No change in contract time will be required. Our breakdown of this proposal is:

1. Labor	\$1,977
2. Material	\$ 50
3. Other	\$ 116
4. Fee	<u>\$ 321</u>
Total	\$2,465

A couple factors make this work more expensive than what you would initially expect. The floor is at two different levels and having to setup scaffold/ladders around the pipe in the vault area to access the work makes this more labor intensive. Having to repair the joints around and behind existing conduits and fixtures does not help either. Clean-up is also an issue.

Please look this over and let me know how you would like to proceed.

Thanks,

**JERRY BRUNO**

DANIS | PROJECT EXECUTIVE

3233 NEWMARK DRIVE | MIAMISBURG, OH 45342

o. 937-228-1225 | c. 937-654-9990 | [JERRY.BRUNO@DANIS.COM](mailto:JERRY.BRUNO@DANIS.COM)

## **ATTACHMENT D**

## **Brausch, Chris G.**

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**From:** Jordan Smith [jordan.smith@danis.com]  
**Sent:** Friday, March 29, 2019 10:43 AM  
**To:** Brausch, Chris G.  
**Cc:** Jerry Bruno; Jordan Smith  
**Subject:** Request for Proposal - Lightning Protection System at Kings Union Lift Station

Good morning Chris-

In accordance with the request from progress meeting held on March 5<sup>th</sup>, 2019 to provide a quotation to add a lightning protection system to Kings Union Lift Station Danis offers the following for your consideration.

Danis and its subcontractors will furnish and install a lightning protection system at Kings Union Lift Station for the lump sum add of \$15,193.00 to our current contract price. Please note there are a few exclusions and qualifications for this scope of work described below:

1. All permit cost, if any, will be paid for by Warren County;
2. Since the structure is existing wire guards will be installed on the exterior of the building in lieu of 1" PVC conduit;
3. The contractor that will be installing this system highly recommends installing surge arrestors. These devices are not included in this scope of work and would need to be designed by FRC&H if desired;
4. The system will be installed in accordance with UL 96A, NFPA 780 and LPI 175 lightning protection codes. A UL master label cannot be obtained unless the existing building is up to current lightning protection codes;

If you have any additional questions please feel free to call me. We hope this proposal meets with your approval and the appropriate change order is forthcoming.

Thanks,

**JORDAN SMITH**

DANIS | PROJECT MANAGER  
3233 NEWMARK DRIVE | MIAMISBURG, OH 45342  
o. 937-228-1225 | c. 937-679-6040 | [WWW.DANIS.COM](http://WWW.DANIS.COM)

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**Brausch, Chris G.**

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**From:** Jordan Smith [jordan.smith@danis.com]  
**Sent:** Friday, April 26, 2019 2:56 PM  
**To:** Brausch, Chris G.  
**Cc:** Jordan Smith  
**Subject:** FW: Kings Union Pump Station Additional Information

Chris-

In regards to the quotation for lightning protection at KULS. Below you will find a narrative as to what they will be installing. Also here is a list of materials that will be provided.

**Approximate material includes:**

4 – 5/8" x 10" Ground Rods & Cadwelds  
450 C29/17 Copper Cable  
30 – Copper Loop Clips  
2 – ½" x 12" Copper Air Terminals & Saddle Bases  
20 – Copper 1 Bolts  
12 Bond Plates  
2 – 2" Pipe Clamps

Let me know if you need anything else for a decision on this proposal.

Thanks,

**JORDAN SMITH**

DANIS | PROJECT MANAGER  
3233 NEWMARK DRIVE | MIAMISBURG, OH 45342  
o. 937-228-1225 | c. 937-679-6040 | [WWW.DANIS.COM](http://WWW.DANIS.COM)

**From:** Adam Maxwell <lazer1252@gmail.com>  
**Sent:** Friday, April 26, 2019 2:37 PM  
**To:** Jordan Smith <jordan.smith@danis.com>  
**Cc:** Jeff Beiting <jbeiting@lakeerieelectric.com>  
**Subject:** Re: Kings Union Pump Station Additional Information

**\*\*\* Email From External Source – Please review sender information and contents closely! \*\*\***

Jordan,

My apologies I did get your original email and sent it to our estimator to respond. Sorry you never heard back.

The quote entails a ground loop around the fence housing the small building and the equipment. Also putting 2 lightning rods on the building with down conductors tying into the ground grid, bonding all the equipment in the fenced area, tying all of the bonded equipment into the outer counter poise ground loop. As well as bonding and grounding the fence. Please let me know if you have any questions.

Thank you,

# Resolution

Number 19-0644

Adopted Date May 28, 2019

APPROVE EMERGENCY REBUILD OF A FAILED HYDRAULIC CYLINDER ON BELT PRESS #1 AT LOWER LITTLE MIAMI WASTEWATER TREATMENT PLANT

WHEREAS, the Sewer Department has discovered a failed belt tension hydraulic cylinder on belt press #1; and

WHEREAS, the rebuild is critical to their operations and is a choke point for sludge production and the belt press is completely inoperable without the functioning cylinder; and

WHEREAS, a rebuild is needed to repair belt tension hydraulic cylinder; and

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 19000628 with OHIO HYDRAULICS, in the amount \$1,500.

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jad

cc: Auditor   
Water/Sewer (file)

# Resolution

Number 19-0645

Adopted Date May 28, 2019

## ADJUST SEWER BILL FOR CEDAR FAIR KINGS ISLAND SEWER ACCOUNT (306559)

WHEREAS, Cedar Fair Kings Island is a commercial customer that owns and operates a private water system and relies of Warren County for public sewer service in which flow is measured at three wastewater meters located on the Kings Island property; and

WHEREAS, as a courtesy service to Kings Island, on January 23, 2019, Warren County arranged for Stephens Instrumentation Services to perform testing of the Kings Island meters and as a result of the testing one of the meters was found to be in error reading flow in excess of actual quantities; and

WHEREAS, the Warren County Sanitary Engineer recommends that the sewer bill for Kings Island be adjusted to account for the erroneous readings based on the following quantities; and

Billing Month	Billed Flow (gallons)	Estimated Actual Flow (gallons)	Estimated Overpayment
September 2018	22,910,000	16,194,000	\$26,693.72
November 2018	14,440,000	9,702,000	\$22,126.46
January 2019	10,360,000	6,414,000	\$18,427.82
		TOTAL	\$67,248.00

NOW THEREFORE BE IT RESOLVED, to direct the Warren County Water and Sewer Department to adjust the sewer user fees for Account 306559 through a credit in the amount of \$67,248.00, effective with the next billing cycle.

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water/Sewer (file)  
Customer File  
Chris Brayton, Kings Island

# Resolution

Number 19-0646

Adopted Date May 28, 2019

## ADVERTISE FOR BIDS FOR THE 2019 STRIPING PROJECT

BE IT RESOLVED, to advertise for bids for the 2019 Striping Project for the County Engineer; 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 Internet Website, beginning the week of May 26, 2019; bid opening to be June 11, 2019 @ 9:00 a.m.

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

KH

cc: Engineer (file)  
OMB Bid file

# Resolution

Number 19-0647

Adopted Date May 28, 2019

APPROVE NOTICE OF INTENT TO AWARD BID TO JOHN R. JURGENSEN CO. FOR THE 2019 RESURFACING PROJECT

WHEREAS, bids were closed at 9:20 a.m., May 14, 2019, and the bids received were opened and read aloud for the 2019 Resurfacing Project and the results are on file in the Commissioners Office; and

WHEREAS, upon review of such bids by Neil F. Tunison, Warren County Engineer, John R. Jurgensen Co. has been determined to be the lowest and best bidder;

NOW THEREFORE BE IT RESOLVED, upon recommendation of Neil F. Tunison, that it is the intent of this Board to award the bid to John R. Jurgensen Co., 11641 Mosteller Road, Cincinnati, Ohio, for a total contract price of \$4,565,968.25. The Warren County Engineer's portion of the total bid price is \$2,175,747.25. The remainder portion of the total bid will be the responsibility of the various townships listed in Exhibit A of the bid packet.


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

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

KH

cc: Engineer (file)  
OMB Bid file

# Resolution

Number 19-0648

Adopted Date May 28, 2019

APPROVE NOTICE OF INTENT TO AWARD BID TO DDK CONSTRUCTION INC. FOR THE SOCIALVILLE-FOSTER ROAD BRIDGE #32-5.14 REHABILITATION AND RETAINING WALL REPLACEMENT PROJECT

WHEREAS, bids were closed at 9:00 a.m., May 21, 2019, and the bids received were opened and read aloud for the Socialville-Fosters Road Bridge #32-5.14 Rehabilitation And Retaining Wall Replacement Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Neil F. Tunison, Warren County Engineer, DDK Construction Inc., has been determined to be the lowest and best bidder;

NOW THEREFORE BE IT RESOLVED, upon recommendation of Neil F. Tunison, that it is the intent of this Board to award the bid to DDK Construction Inc., 7259 Dog Trot Road, Cincinnati, Ohio, for a total bid price of \$683,515.60; and

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

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

KH

cc: Engineer (file)  
OMB Bid file

# Resolution

Number 19-0649

Adopted Date May 28, 2019

APPROVE AND ENTER INTO AN AGREEMENT WITH IMPROVEDEGE, LLC FOR A LEADERSHIP DEVELOPMENT PROGRAM FOR DIRECTORS

BE IT RESOLVED, to approve and enter into an agreement with Improvedge, LLC for a leadership development program for directors, said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Improvedge, LLC  
Commissioner file  
OMB



## **AGREEMENT BETWEEN WARREN COUNTY AND IMPROVEDGE, LLC**

Warren County Board of County Commissioners ("the County"), which is located at 406 Justice Drive, Lebanon, OH 45036 and ImprovEdge, LLC ("Consultant" or "ImprovEdge"), which is located at 3982 Powell Road, #314, Powell, OH 43065 hereby enter into the Engagement Agreement as of the date last signed below, as follows:

### **A. SCOPE OF ENGAGEMENT**

The County will engage ImprovEdge to provide a Leadership Development program for up to 15 participants as follows:

#### **1. High energy Kick-off and assessment**

90-minute live virtual session: Introduction to the program, expectations, communication and its application to internal/external success for both the individual and the business. Participants will be given instructions on how to complete an ImprovEdge self-assessment on leadership skills.

#### **2. Workshop: leadership improv and collaborative communication**

Half-day Workshop: Through high-energy, engaging methods, participants will be in an intensive experience to define, develop and practice the skills that improvisers use to be successful that are also seen in high performing teams. The foundational principals of improvisation will be taught and applied throughout the program.

#### **3. Online Course: The art of leadership presence**

Basics of professional presence and influence (pre-work for presence workshop).

#### **4. Workshop: Leadership Presence**

Half-day Workshop: Participants dive deeply into communication, intentionality and how we are perceived, and be introduced to the modality and philosophy of improv as a learning tool. Leadership Presence is the differentiating point for high-performance cultures. Clients and colleagues need to feel at a high degree of comfort, familiarity, and trust in their leadership to engage in business that is meaningful and efficient. Participants will walk away understanding how to model trust-building behaviors, which in turn, build confidence and loyalty.

#### **5. Workshop: Managing Tough Conversations; Leadership Legacy and Working Across Generations**

Full-day Workshop: This session focuses on organizational agility; participants hone skills to manage difficult rooms, such as in the case of delivering difficult news will be covered. We deeply explore, discuss, and practice ways to "own a room," bring your authentic presence to your leadership, and keep calm in the worst of chaos. This final afternoon of the leadership program will delve into how we maintain momentum from the program, apply critical techniques to the enterprise and our own careers, and create clear succession and plans for integration of goals. Participants will learn important negotiation tactics, debunk myths and the explore the unexpected value of authenticity in effective compromise. This program includes role plays, simulations, discussion, and improvisational exercises.

MAY23 11:19 RCVD

RECEIVED ONB0000





The workshop will conclude with a full circle examination of the program; participants will be expected to identify areas for improvement to continue their professional development beyond the program and will develop accountability plans with one another to continue to their leadership development progress.

**Location:** TBD, Lebanon, OH

**Dates:** Kick-off webinar: June 26; Workshop 1: July 10 or 24; Workshop 2: August 7 or 14; Workshop 3: August 28 or September 4

**Investment:** \$27,000

*Travel, printing and materials are in addition to investment and billed with receipts.*

#### **B. PAYMENT OF FEES**

ImprovEdge requires a signed copy of this agreement and 25% of the engagement fee (\$6,750) to secure the date(s). The remaining three installments on the engagement fee (\$6,750/installment) and expenses will be invoiced following each in-person workshop.

ImprovEdge accepts either corporate checks or automatic transfers for payments. Credit cards may also be used, and client is responsible for paying all transaction fees.

#### **C. ENGAGEMENT REQUIREMENTS**

ImprovEdge, LLC will work with County to determine what exact engagement requirements will be needed. Typically, ImprovEdge requires a video screen and projection equipment, wireless lavalier, and wireless handheld microphone, as well as two large paper easels with markers, which the County shall provide. Our workshops require large, open rooms with plenty of space free of tables for participants to move around.

#### **D. INTELLECTUAL PROPERTY**

ImprovEdge, LLC reserves the right to use examples of the engagement materials and presentation as case studies and for marketing purposes. All ImprovEdge copyrighted and trademarked material must be used according to trademark and copyright laws. All material developed and used by ImprovEdge for the engagement may be used only with the express permission of ImprovEdge. However, ImprovEdge acknowledges that County is subject to Ohio public records laws and as such notwithstanding anything to the contrary, agrees that this contract and any material or record that meets the definition of public record may be disclosed or provided to the public. County shall have no duty to defend the rights of ImprovEdge or any of its agents or affiliates in any records requested to be disclosed. County will notify ImprovEdge of any receipt of any relevant public records request, and ImprovEdge shall have 5 business days to pursue any legal remedy to stop the release of the requested information. Said notification shall relieve the County of any further obligation of any claim by ImprovEdge or any of its agents or affiliates in any jurisdiction connection with the disclosure of such records.



ImprovEdge and its agents and affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.

**E. CANCELLATION POLICY**

If the County must postpone or cancel an engagement, ImprovEdge will work with the County to schedule a new engagement date and transferring travel arrangements if possible.

**F. TERMINATION**

COUNTY MAY CANCEL THE ENGAGEMENT AND THIS AGREEMENT FOR CONVENIENCE BY PROVIDING 30 DAYS PRIOR WRITTEN NOTICE OF CANCELLATION. COUNTY SHALL BE RESPONSIBLE FOR THE COST OF ANY ACTUAL EXPENSES INCURRED BY IMPROVEDGE RELEVANT TO THIS AGREEMENT PRIOR TO THE DATE OF CANCELLATION.

**G. HIRING OF IMPROVEDGE TALENT**

ImprovEdge will be providing the Company with trained talent during the engagement. ImprovEdge has invested heavily in training its employees and contractors and desires to retain them. The County agrees it shall not hire any ImprovEdge employee within one year of the engagement date.

**H. SEVERABILITY AND SCOPE OF OBLIGATION**

If a Court shall find any obligation under this Engagement Agreement illegal or unenforceable in any respect, such illegality or unenforceability shall not affect the other provisions of this Engagement Agreement, all of which shall remain enforceable in accordance with their terms.

If the County or ImprovEdge initiates legal proceedings against the other, such litigation must be filed in the Common Pleas Court of Warren County, Ohio. Legal proceedings may not be initiated in any other court for any reason, and such other court shall not have jurisdiction to enforce any of the terms of this Engagement Agreement and to resolve any dispute arising under this Engagement Agreement. The parties further agree to consent to personal jurisdiction before the Common Pleas Court of Warren County, Ohio and to waive any right to remove any proceeding from the Common Pleas Court of Warren County, Ohio to federal court, to challenge the venue of any proceeding in the Common Pleas Court of Warren County, Ohio, to raise a forum non conveniens arguments, or to otherwise attempt to transfer any proceeding to a different court.

[remainder of this page intentionally left blank]



## **I. INSURANCE**

ImprovEdge, LLC shall carry Commercial General Liability coverage with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, and automobile liability coverage with limits of \$1,000,000 per occurrence/aggregate, with no interruption of coverage during its entire term of this Agreement and through all phases of engagement. ImprovEdge shall carry statutory worker's compensation insurance as required by law and shall provide County with certificates of insurance evidencing such coverage simultaneous with execution of this Agreement. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.

## **J. INDEMNITY**

ImprovEdge, LLC will defend, indemnify, protect, and save County from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from negligent, reckless, or willful and wanton acts, errors or omissions by ImprovEdge, LCC, its agents, employees, licensees, contractors or subcontractors and the intentional misconduct of ImprovEdge, LLC, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage or property.

## **K. GOVERNING LAW**

This Engagement Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio.

## **L. ASSIGNMENT**

ImprovEdge may assign this Engagement Agreement to any third party or entity into which ImprovEdge merges, or which acquires or owns substantially all of the assets of ImprovEdge or at least fifty percent of the issued and outstanding voting stock of ImprovEdge.

## **M. WAIVER**

No waiver or any rights or obligations shall be effective unless in writing and signed by the Chief Executive Officer of ImprovEdge, and any such waiver shall be effective only in the specific instance and for the specific purposes stated in such writing.

## **N. BINDING EFFECT**

Except as may be otherwise provided herein, this Engagement Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective affiliates, successors, and assigns.



**O. AMENDMENTS**

No supplement, modification, or amendment to this Engagement Agreement shall be binding unless made in writing and signed by all parties hereto.

**P. NOTICES**

All notices that may be required pursuant to this Engagement Agreement shall be given to the parties by hand delivery, telecopy, facsimile, courier service or certified mail postage prepaid addressed to the address of the respective parties as set forth on the books and records of ImprovEdge, or to such changed address as such party may have fixed by notice; provided, however, that any notice or change of address shall be effective only upon receipt.

**Q. ENTIRE AGREEMENT**

This Engagement Agreement contains the entire agreement of the parties, and this Engagement Agreement supersedes and replaces all former agreements or understandings, whether oral or written, between ImprovEdge and the County.

**IN WITNESS WHEREOF**, ImprovEdge and the County execute this Engagement Agreement as of the date set forth above.

**Warren County Board of County Commissioners**

By: 

Printed Name Shannen Jones

Resolution No. 19-0649

Date: 5/28/19

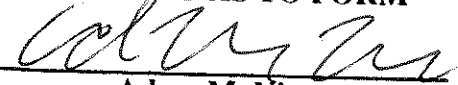


By: \_\_\_\_\_

**Karen Hough  
Founder & CEO  
ImprovEdge LLC**

Date: 5/16/2019

**APPROVED AS TO FORM**



**Adam M. Nice  
Asst. Prosecuting Attorney**

# Resolution

Number 19-0650

Adopted Date May 28, 2019

APPROVE AND AUTHORIZE COUNTY ADMINISTRATOR TO EXECUTE UNDERWRITER LETTER OF INTENT AND MSRB G-17 LETTER RELATIVE TO REFUNDING REVENUE BONDS, SERIES 2019A (OTTERBEIN SENIOR LIFE OBLIGATED GROUP)

BE IT RESOLVED, to approve and authorize County Administrator to executive underwriter letter of intent indicating Fifth Third Securities, Inc. retention as underwriter for a proposed refunding issue for Otterbein Senior Living along with a MSRB G-17 letter indicating the roles and duties of the underwriter; said letters attached hereto and made a apart hereof.

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Peter Bruton, 5/3 Securities ([Peter.Bruton@53.com](mailto:Peter.Bruton@53.com))  
Abbot Thayer ([abbot.thayer@dinsmore.com](mailto:abbot.thayer@dinsmore.com))  
Matt Nolan, Auditor  
Brenda Quillen, Deputy Auditor  
Diane Gray, Director of Financial Operations  
Bond file



May 23, 2019

County of Warren, Ohio  
406 Justice Drive  
Lebanon, OH 45036

Re: Underwriter Letter of Intent  
County of Warren, Ohio  
Refunding Revenue Bonds, Series 2019A  
(Otterbein Senior Life Obligated Group)

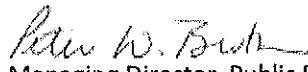
Dear Tiffany:

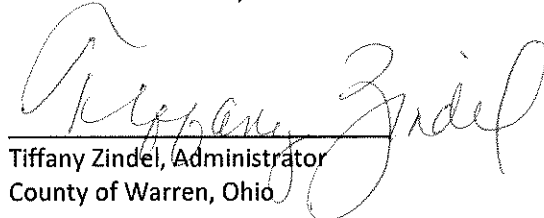
The County of Warren, Ohio ("Issuer") is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission (effective July 1, 2014) and the underwriter exclusion from the definition of "municipal advisor" for a firm serving as an underwriter for a particular issuance of municipal securities.

Issuer hereby designates Fifth Third Securities, Inc. as an underwriter for the possible Bond Issuance (the "Bonds") that Issuer currently anticipates issuing. Issuer expects that Fifth Third Securities, Inc. will provide advice on the structure, timing, terms, and other matters concerning the Bonds.

It is Issuer's intent that Fifth Third Securities, Inc. serve as an underwriter for the Bonds, subject to satisfying applicable procurement laws or policies, formal approval by Issuer finalizing the structure of the Bonds and executing a bond purchase agreement or other related document. While Issuer presently engages Fifth Third Securities, Inc. as the underwriter for the Bonds, this engagement letter is preliminary, nonbinding and may be terminated at any time by Issuer without penalty or liability for any costs incurred by Fifth Third Securities, Inc.

Furthermore, this engagement letter does not restrict Issuer from entering into the proposed municipal securities transaction with any other underwriters or selecting an underwriting syndicate that does not include Fifth Third Securities, Inc.

  
Paul W. Bush  
Managing Director, Public Finance  
Fifth Third Securities, Inc.

  
Tiffany Zindel, Administrator  
County of Warren, Ohio

Classification: Internal Use

Fifth Third Securities is the trade name used by Fifth Third Securities, Inc., member FINRA/SIPC, a wholly owned subsidiary of Fifth Third Bank, a registered broker-dealer, and a registered investment advisor registered with the U.S. Securities and Exchange Commission (SEC). Registration does not imply a certain level of skill or training. Securities and investments offered through Fifth Third Securities, Inc.

Are Not FDIC Insured

Offer No Bank Guarantee

May Lose Value

Are Not Insured By Any Federal Government Agency

Are Not A Deposit

## **Disclosures Pursuant to MSRB Rule G-17**

### **Our Role and Duties**

As an underwriter, we must deal fairly at all times with both municipal issuers and investors.

Our primary role as underwriter is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. An underwriter has financial and other interests that differ from those of the Issuer. As underwriter, we have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.

We do not have a fiduciary duty to the Issuer under the federal securities laws and, therefore, are not required by federal law to act in the best interests of the Issuer without regard to our own financial or other interests.

We will review the official statement for the Bonds in accordance with, and as part of, our respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

### **Our Compensation**

We will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement and/or other document(s) to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest because we may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary. To date we have not identified any additional potential or actual material conflicts that require disclosure.

### **Additional Conflicts Disclosures**

We may receive customary fees and reimbursement for expenses from an issuer of securities or its affiliates in the ordinary course of our financial services business. The services or products we may provide to you may include banking products and services (such as deposit taking, lending, credit card services, risk mitigation strategies and other, traditional, commercial banking products and services), investment services (such as the purchase or sale of a wide variety of securities, derivatives and other instruments and may engage in transactions with you as principal or agent, and the instruments we sell to you may be structured by us or other parties not affiliated with us. We (or our affiliated entities and persons) may also take various assets of yours as collateral in our various capacities and may have broad rights with respect to that collateral, depending upon our rights and our agreement(s) with you. We (or our affiliated entities and persons) may also provide investment recommendations, trading ideas and other information about instruments with respect to which we may at any time hold, or recommend that other clients take, long and/or short positions.



May 23, 2019

County of Warren, Ohio  
406 Justice Drive  
Lebanon, OH 45036

Re: Disclosures by Underwriter/Senior Managing Underwriter  
Pursuant to MSRB Rule G-17  
Refunding Revenue Bonds, Series 2019A  
(Otterbein Senior Life Obligated Group)

Dear Tiffany:

We are writing to provide you, as the Administrator of the County of Warren, Ohio, with certain disclosures relating to the captioned bond issue (Bonds), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25. Information about this Rule and Notice can be found on the MSRB's website at [www.msrb.org](http://www.msrb.org).

Fifth Third Securities, Inc. proposes to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds.

As part of our services as underwriter, Fifth Third Securities, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

**Our Role and Duties**

As an underwriter, we must deal fairly at all times with both municipal issuers and investors.

Our primary role as underwriter is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. An underwriter has financial and other interests that differ from those of the Issuer. As underwriter, we have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.

We do not have a fiduciary duty to the Issuer under the federal securities laws and, therefore, are not required by federal law to act in the best interests of the Issuer without regard to our own financial or other interests.

We will review the official statement for the Bonds in accordance with, and as part of, our respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

Fifth Third Securities is the trade name used by Fifth Third Securities, Inc., member FINRA/SIPC, a wholly owned subsidiary of Fifth Third Bank, a registered broker-dealer, and a registered investment advisor registered with the U.S. Securities and Exchange Commission (SEC). Registration does not imply a certain level of skill or training. Securities and investments offered through Fifth Third Securities, Inc

Are Not FDIC Insured	Offer No Bank Guarantee	May Lose Value
Are Not Insured By Any Federal Government Agency		Are Not A Deposit



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**Our Compensation**

We will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement and/or other document(s) to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest because we may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary. To date we have not identified any additional potential or actual material conflicts that require disclosure.

**Disclosures Concerning Complex Municipal Securities Financing**

Because we have recommended to the Issuer a financing structure that may be a “complex municipal securities financing” for purposes of MSRB Rule G-17, attached is a description of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at this time.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer’s own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate. Fifth Third Securities does not provide legal, accounting or tax advice.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

We are required to seek your acknowledgement that you have received this letter. Accordingly, please sign and return the enclosed copy of this letter. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you the County of Warren, Ohio in connection with the issuance of the Bonds. Thank you.

Sincerely,



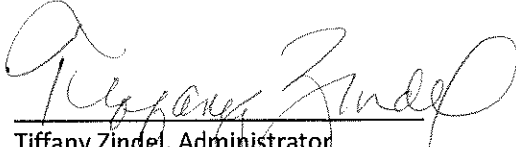
Peter Bruton  
Managing Director, Public Finance  
Fifth Third Securities, Inc.



**Fifth Third**  
Securities

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Acknowledgement:

  
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Tiffany Zindel, Administrator  
County of Warren, Ohio

Date: 5/28/19

Cc: Abbot Thayer, Dinsmore Shohl  
Lona Valentine, Dinsmore Shohl

## Fixed Rate Bonds

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds ("Fixed Rate Bonds"), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds.

### Financial Characteristics

***Maturity and Interest.*** Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

***Redemption.*** Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

### Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

#### General Obligation Bonds

"General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term "limited" tax is used when such limits exist.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

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### Revenue Bonds

“Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds (conduit revenue bonds) may be issued by a governmental issuer acting as conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

The description above regarding “Security” is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

### Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following (generally, the obligor, rather than you, will bear these risks for conduit revenue bonds):

#### Issuer Default Risk

You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

#### Redemption Risk

Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

#### Refinancing Risk

If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

#### Reinvestment Risk

You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as “negative arbitrage”.

#### Tax Compliance Risk

The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0651

Adopted Date May 28, 2019

ENTER INTO AGREEMENT WITH OHIO CSEA DIRECTORS' ASSOCIATION (O.C.D.A.)  
ON BEHALF OF WARREN COUNTY CSEA

BE IT RESOLVED, to authorize the board to execute an agreement with O.C.D.A. on behalf of Warren County CSEA for four licensed users to the Appriss Corporation for Location Services; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a – O.C.D.A.  
CSEA (file)

**PARTICIPATION AGREEMENT REGARDING THE  
USAGE OF LOCATION SERVICES FOR INCARCERATED PARENTS  
THROUGH APPRISS, INC.**

This Participation Agreement regarding the location services for incarcerated parents to be performed by Appriss, Inc. is entered into for usage of the program as of **July 1, 2019 through June 30, 2020**, by and between the County Commissioners Association of Ohio Service Corporation (“CCAOSC “), an Ohio for-profit corporation and the WARREN COUNTY, Ohio, an entity under the auspices of the political subdivision of the State of Ohio (“Participant”) and the Ohio CSEA Directors’ Association (“OCDA” or “Manager”).

**RECITALS**

WHEREAS, CCAOSC wishes to continue assisting Ohio counties which are members of the County Commissioners Association of Ohio (CCAO) and which choose to participate either for themselves or on behalf of boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced location services for data regarding incarcerated parents;

WHEREAS, CCAOSC wishes to avail itself of the expertise of the Ohio CSEA Directors’ Association (“OCDA”) in relation to the administration of location services for these incarcerated parents;

WHEREAS, pursuant to procurement requirements, which can be provided upon request, Appriss, Inc. was determined to provide the best proposal based upon price and meeting the proposal data request;

WHEREAS, ORC Section 9.48(B) is the enabling statute that permits a political subdivision to participate in a joint purchasing program operated by a state association of political subdivisions in which the purchasing political subdivision is eligible for membership;

WHEREAS, ORC Section 9.48(C) exempts certain purchases by a political subdivision from competitive bidding through participation in an association program described in ORC Section 9.48(B);

WHEREAS, following a competitive procurement process, CCAOSC entered into a data use agreement with Appriss, Inc. for a period starting July 1, 2014 through June 30, 2016. This agreement was automatically renewed through June 30, 2019, and will now be automatically renewed through June 30, 2020 to provide location data for incarcerated parents;

WHEREAS, CCAOSC and the Participant(s) agree that it is necessary and desirable that this Agreement be entered into in order to provide a program that is needed to provide location services for prison data at a statewide price.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the CCAOSC, the Participant(s) and the Manager agree as follows:

### **SECTION 1. DEFINITIONS**

Agreement - This Participation Agreement as the same may be amended, modified or supplemented in accordance with Section 3 hereof.

Manager - OCDA will be responsible for all the administrative activities and expenses associated with the administration of the Agreement.

Participant(s) - An Ohio county which is a member of both the County Commissioners Association of Ohio (CCAO) and OCDA, as well as its boards, agencies, districts or other instrumentalities that are taking part in the Program. The Participants for this Agreement may be the County Job & Family Services Agency, the County Child Support Enforcement Agency or the Children's Services Agency which is taking part in the Program or any other program that is a County Based program in need of location services for incarcerated parents to fulfill their responsibilities. If another agency is providing services through contract with the local Family Services Agency that requires usage of location services for incarcerated parents, that agency may be a participant if it is requested by the County Family Services Agency contracting with the non-Family Services Agency for the services, and that entity is a Key Partner member of OCDA. A Participant must be a member of OCDA either through a full membership for a County Family Services Agency which includes the Child Support Enforcement Agency, or a Key Partner membership for a Family Services Agency which does not include a Child Support Enforcement Agency, or a contracted County Agency providing services to the Child Support Enforcement Agency.

Program - The use of the potential location leads for parents who are currently or have been incarcerated.

Program Administrative Expense(s) - All reasonable administrative costs incurred by the Manager of Agreement. The administrative expenses will be assessed at \$80.00 per user for the program term. The administrative expenses will be monitored during the year and may be adjusted accordingly on an annual basis.

Program Term - The period commencing **July 1, 2019 and ending on June 30, 2020.**



Data Use Agreement - That certain contract effective **July 1, 2019** between Appriss, Inc. and CCAOSC for location services for incarcerated parents for which the OCDA will be providing administrative support. The Agreement is attached hereto as Exhibit A. This Agreement is valid through **June 30, 2020**. Any subsequent contracts will go through a competitive procurement process.

User – A person identified by the Agency who completes an enrollment form and Confidentiality Agreement that establishes them as a user for Appriss, Inc.

Watch – An automated watch that can be placed on a particular social security number that will generate a system search for the person on a monthly basis. 100 watches per user are permitted under the monthly user license fee.

## **SECTION 2. RESPONSIBILITIES OF THE PARTIES REGARDING AGREEMENT**

### **A. Participant(s) agree;**

1. To be bound by the terms and conditions of the Agreement.
2. To monitor its service usage by confirming that said usage is for permissive purposes under the Data Use Agreement if requested to do so.
3. To pay the base rate of \$80.00 per license, per month, which includes 100 free watches. Participant(s) may also choose to pay an additional \$20.00 per month for a minimum of 100 additional watches. In addition, Participant(s) will pay a Program Administrative Expense to OCDA of \$80.00 per user for the program term. This will be invoiced during the first quarter of the program term and may be subsequently invoiced for any users added during the program term.
4. To make payment to the OCDA for any invoice received within thirty (30) days from receipt, as described in the Agreement. Participant will be invoiced for activity quarterly, unless Participant notifies OCDA of an alternate payment timeframe. Participants are not responsible for any interest on delayed payments, but agree to be as timely as possible in the processing of said payments.
5. To notify the OCDA no later than **March 15, 2020** if it determines that it: i) does not want to utilize the Agreement in future contract periods; ii) does not want to maintain its membership in CCAO; iii) does not want to maintain its membership in the OCDA. Any notices provided pursuant to this paragraph shall also be utilized in the competitive procurement process. Participant must identify the number of users for the next year.

6. If Participant has not been able to complete the signature process for the Participation Agreement by July 31, 2019, Participant agrees to notify OCDA of the expected completion date. Previous completion of the Appriss Renewal (via email) indicates that Participant can begin making payments for service usage as of July 1, 2019.

7. To maintain the list of users with access to Appriss (JusticeXchange) under the current web-based system. Any changes with users should be reported promptly to OCDA.

B. County Commissioners Association of Ohio Service Corporation agrees:

1. To be bound by the terms and conditions of the Agreement.
2. To immediately notify Participant if Appriss, Inc. proposes any modification, amendment or change to the Agreement.
3. To immediately notify Participant if a public records request is made relating to Participant records that are in the possession of CCAOSC.
4. To give Participant written notice no later than **March 15, 2020** if it determines that it will not continue the current agreement or enter into a new agreement with Appriss, Inc. for services for periods after **June 30, 2020**.
5. To immediately notify Participant if either Appriss, Inc. or CCAOSC exercise its right to terminate the Agreement under Section 7 of such agreement.
6. That CCAOSC will not seek any additional payments, compensation or remuneration for such services from Participant once payment has been made. In this same regard CCAOSC and OCDA agree to hold Participant harmless for any requests from Appriss, Inc. for payments made by Participant to OCDA and not forwarded to Appriss, Inc.
7. That in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;
8. That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against

any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

C. Ohio CSEA Directors' Association agrees:

1. To be bound by the terms and conditions of the Agreement.
2. To issue billing invoices quarterly for the monthly user fee. Additional billing may be required if a Participant user has more than 100 watches in place. OCDA agrees to provide Participant with an activity report on a quarterly basis. The invoices will be individualized to each County agency utilizing the service. Once Participant makes payment to OCDA for any charges attributable to services it has acquired under the Agreement, OCDA will credit the invoice and forward to Appriss accordingly.
3. That in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;
4. That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

**SECTION 3. AMENDMENTS**

This Agreement may not be modified, amended or supplemented, in any respect unless agreed to, in writing, by more than two-thirds (2/3) of the Participants.

**SECTION 4. MISCELLANEOUS**

This Agreement shall be construed under the laws of the State of Ohio.

If the date on which any action or payment required to be taken or made under this Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

IN WITNESS WHEREOF, the undersigned representatives of CCAOSC, Participant(s), and OCDA, pursuant to the duly adopted authorizing resolutions of their governing boards have signed this Agreement.

**COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICE CORPORATION (CCAOSC)**

By: *Kath Blaser* Address: 209 East State Street  
*Kath Blaser, Managing Director of Operations* Columbus, Ohio 43215

**COUNTY OF WARREN  
BOARD OF COMMISSIONERS / PROSECUTOR / APPROVING AUTHORITY**

By: *Shannon Jones* Address: 406 JUSTICE DR.  
*Shannon Jones, President* Lebanon, Ohio 45036

Date of Adoption of Approving Board Resolution ~~5/28/19~~ 5/28/19

**PARTICIPANT AGENCY: WARREN COUNTY CSEA**

By: *[Signature]* 5/14/2019 Address: 500 JUSTICE DR  
Lebanon, Ohio 45036

If necessary, Approved as to form:  
*[Signature]*  
Assistant Prosecutor

**OHIO CSEA DIRECTORS' ASSOCIATION (OCDA)**

By: *[Signature]* Address: 1103 Schrock Road, Suite 309  
Columbus, Ohio 43229



## Service Agreement Renewal Notice

**Date:** March 19, 2019

**Customer Name:** County Commissioners Association of Ohio Service Corp (CCAOSC/CSEA)

**Address:** 209 East State Street  
Columbus, OH 43215-4309

**Service(s):** JusticeXchange (JX)

**Original Service Agreement Date:** August 1, 2014

**Last Service Agreement Date:** July 1, 2018

**Service Agreement Renewal Date:** July 1, 2019

**Service Agreement Renewal Term:** 12 Months

**Next Service Agreement Renewal Date:** July 1, 2020

**Service Pricing:** \$80/user/month for JusticeXchange License with no less than 45 user accounts to be billed on a quarterly basis.

\$20/month for additional 100 watches in addition to watches already included. This is a per user, as requested, basis to be billed quarterly.

*Please sign & return this service agreement renewal to avoid delayed processing. Thank you.*

This Service Agreement Renewal Notice extends all service terms and other contract provisions of the prior contract period, except as modified herein. No interruptions in delivery of service will occur in relation to this Service Agreement Renewal.

### AUTHORIZATION:

APPRISS INC., BY:

Joshua P. Bruner 5/6/2019  
Signature Date

Joshua P. Bruner  
President – Appriss Safety

CUSTOMER, BY:

Keith Blosser 5/6/19  
Signature Date

Keith Blosser Managing Director, Operations  
Name Title



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0652

Adopted Date May 28, 2019

APPROVE A SUBGRANT AGREEMENT ON BEHALF OF THE CHILD SUPPORT ENFORCEMENT AGENCY

BE IT RESOLVED, to approve a subgrant agreement with the Ohio Department of Job and Family Services for State Fiscal Years (SFY) 2020 and 2021, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, in the event funding is not available through the Ohio Department of Job and Family Services, as the duly authorized state agency, the Warren County Board of Commissioners has no further obligation to fund this project.

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/vsp\

cc: c/a – Ohio Dept. of Job & Family Services  
CSEA (file)  
OGA

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

**G-2021-11-6004**

**RECITALS:**

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS") 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 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 to Warren County for the operation of the Warren Child Support Enforcement Agency (CSEA) that is a standalone agency and performs all duties assigned to a child support enforcement agency. It is not applicable to subawards relating to any duties assigned to a county department of job and family services (CDJFS) under ORC Section 329.04, or to any duties assigned to a public children services agency (PCSA), nor is it applicable to subawards funded or authorized by the Workforce Investment Act (WIA), 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's 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. "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 Investment Act (WIA), 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.
- C. "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.
- D. "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.
- E. "Subgrantee" has the same meaning as "county grantee," as that term is defined in ORC Section 5101.21 (A) (1).

- F. "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 County CSEA.
- B. This Subgrant Agreement is entered into by the Board on behalf of Warren County and of the Warren County CSEA (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).

#### **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 applicable to the duties established by ODJFS and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. 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.
- C. Promptly reimburse ODJFS the amount the Subgrantee is responsible for, pursuant to action ODJFS takes under ORC Section 5101.24 (C), of funds ODJFS 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.



- D. Promptly reimburse, to the ODJFS, the amounts of any cash overdrafts or excessive cash draws paid to Subgrantee by ODJFS.
- E. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if ODJFS, 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.
- F. Where Subgrantee identifies reimbursements or other payments due the ODJFS, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where ODJFS identifies reimbursements or other payments due to ODJFS and ODJFS notifies Subgrantee, payment shall be made in the manner specified by ODJFS.
- G. Make records available to the ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- H. 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.
- I. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Sections 5101:9-9-21, 5101:9-9-21.1 and 5101:9-9-29.
- J. 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.
- K. 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.
- L. 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.
- M. 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.

#### **ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT**

- A. This Subgrant Agreement will be in effect from July 1, 2019, through June 30, 2021, 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 ODJFS and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to ORC Section 126.07, that 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) 2020 and 2021 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. ODJFS 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 Section 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 ODJFS Director 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 ODJFS 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 ODJFS.
- 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, 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 (D) and (E), 45 CFR 75.302, 2 CFR 200 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, 2 CFR 200 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, 37<sup>nd</sup> 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.

**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 ODJFS Director 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. ODJFS 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, ODJFS 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, as applicable, 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, ODJFS may take any or all of the following actions deemed appropriate in the circumstances:
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, ODJFS will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by ODJFS of any occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS 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 ODJFS 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 ODJFS 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 ODJFS and Subgrantee with respect to all matters herein. Otherwise, only a document signed by both parties may amend this Subgrant Agreement. ODJFS 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 ODJFS 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 ODJFS 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 ODJFS 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 ODJFS 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, ODJFS, or any of the officers or employees of the State of Ohio or ODJFS.
- D. Subgrantee agrees that no agency, employment, joint venture, or partnership has been or will be created between any other party 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, ODJFS 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 ODJFS 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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# Resolution

Number 19-0653

Adopted Date May 28, 2019

## APPROVE AND SIGN AMENDMENT #1 OF THE AREA 12 WORKFORCE DEVELOPMENT SYSTEM MEMORANDUM OF UNDERSTANDING

WHEREAS, to meet the requirements of the Ohio Department of Job and Family Services, Warren County is jointly submitting, along with Butler and Clermont Counties and the OhioMeansJobs partner agencies, a Memorandum of Understanding (MOU) entered into by OhioMeansJobs partners, in accordance with the Federal Workforce Innovation and Opportunity Act of 2014; and

NOW THEREFORE BE IT RESOLVED, to approve and sign Amendment 1 of the Area 12 Workforce Development Memorandum of Understanding, as attached hereto and made a part hereof.

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Butler County  
c/a—Clermont County  
Workforce Investment Board (file)



**AMENDMENT NUMBER ONE  
TO THE  
AREA 12 WORKFORCE DEVELOPMENT SYSTEM  
MEMORANDUM OF UNDERSTANDING**

The Area 12 Workforce Development System Memorandum of Understanding, made the 5<sup>th</sup> day of February 2018, by and between the Butler County Board of Commissioners, the Clermont County Board of Commissioners, the Warren County Board of Commissioners, the Area 12 Workforce Development Board, and the Area 12 Workforce Development OhioMeansJobs System Partners, which outlined the parties' respective roles, duties, obligations, and responsibilities for the continuation of the provision of services of the Workforce Innovation and Opportunities Act (WIOA), as well as, established a cooperative and mutually beneficial relationship between the parties to prevent duplication and to ensure the effective and efficient delivery of workforce development services for the operation and funding of the local area workforce development system in Area #12, is hereby modified by the Amendment Number 1.

In consideration of the mutual promises, covenants, and agreement expressed below by executing Amendment No. 1, the parties agree to amend the Memorandum of Understanding as follows:

1. Change the physical location of the OhioMeansJobs Clermont County affiliate center to:  
2400 Clermont Center Dr.  
Batavia, OH 45103
2. A new Attachment C, entitled "Amended Attachment C: Budget and Reconciliation -FTE only", is added to the Memorandum of Agreement as stated in the attachments to this Amendment designated as "**Amended Attachment C**". The new Amended Attachment C shall supersede and be substituted for any previously existing attachment to the Memorandum of Agreement of the same or similar designation therefore.

Modifications to Attachment C include the following:

- Increased number of partners in Butler (9.3 FTE increase)
- Decreased number of partners in Warren (0.075 FTE decrease)
- Decreased number of partners in Clermont (2.9 FTE decrease)

Except as modified and changed by the Amendment Number 1, the Memorandum of Understanding made by and between the Butler County Board of Commissioners, the Clermont County Board of Commissioners, the Warren County Board of Commissioners, the Area 12 Workforce Development Board (WIBBCW), and the Area 12 Workforce Development System Partners, shall remain as written in full force and effect.

In witness, whereof, the parties hereunto set for their hands on the attached signature pages therefore.

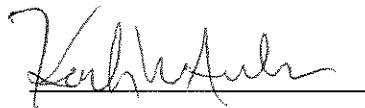
Local Area 12 MOU Signature

President, Warren County Board of Commissioners

---

 5/28/19  
Signature Date

Approved as to form only:



Assistant Prosecuting Attorney  
For Warren County Prosecutor

**Memorandum of Understanding  
for  
Local Area 12  
Workforce Development System**

**Signature Page**

**By signing, each party affirms that this MOU accurately describes the negotiated roles, responsibilities, and costs.**

**Local Area 12 Workforce Development Board**

Chairperson

Justin Conger

Chair, Area 12 Workforce Development Board

Printed Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Local Area 12 Workforce Development Board**

Stacy Sheffield, Executive Director

Printed Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Ohio Department of Job and Family Services**

*State Workforce Agency and Required Partner for Wagner-Peyser, Trade Act, Disabled Veterans' Outreach Program, Local Veterans' Employment Representative, and Unemployment Insurance*

Ryan Thompson, Workforce Administrator  
Office of Workforce Development

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Local Area 12 MOU Signature**

**President, Butler County Board of Commissioners**

*T.C. Rogers, President*

---

Printed Name & Title

---

Signature

Date

Approved as to form only:

---

Assistant Prosecuting Attorney

**Local Area 12 MOU Signature**

**President, Clermont County Board of Commissioners**

*David Painter, President,*

---

Printed Name & Title

---

Signature

Date

Approved as to form only:

---

Assistant Prosecuting Attorney

**Director, Clermont County Department of Job and  
Family Services**

*TANF, WIOA Title I Adult and Dislocated Worker*

*Judy Eschmann, Director*

---

Printed Name & Title

---

Signature

Date

**Local Area 12 MOU Signature**

**Director, Butler County Department of Job and Family Services**

*TANF, WIOA Title I Adult and Dislocated Worker*

*William Morrison, Director*

---

Printed Name & Title

---

Signature

Date

Director, Warren County Department of Job and  
Family Services/Human Services Division  
TANF

Lauren Cavanaugh, Director

Printed Name & Title

Signature

Date

*Lauren Cavanaugh* 1/25/2019



**OhioMeansJobs | Warren County**  
WIOA Title I Adult and Dislocated Worker

*Matt Fetty, Director*

Printed Name & Title

*Matt Fetty*      *11/8/18*

Signature

Date

**Local Area 12 MOU Signature**

**Hamilton City Schools**  
ASPIRE

*Larry Knapp, Superintendent*

\_\_\_\_\_  
Printed Name & Title

*Larry Knapp*      *11/26/18*  
\_\_\_\_\_  
Signature                                  Date

*Robert A Hancock, Treasurer*

\_\_\_\_\_  
Printed Name & Title

*Robert A Hancock*      *11-26-18*  
\_\_\_\_\_  
Signature                                  Date

**Local Area 12 MOU Signature**

**Warren County Aspire**  
Aspire

Karen Karnes, Director

---

Printed Name & Title

*Karen Karnes*    11-8-18

Signature

Date



**Local Area 12 MOU Signature**

**Opportunities for Ohioans with Disabilities**  
*Vocational Rehabilitation*

*Kevin Miller, Executive Director*

Printed Name & Title

*Kevin Miller* *2/28/19*

Signature

Date

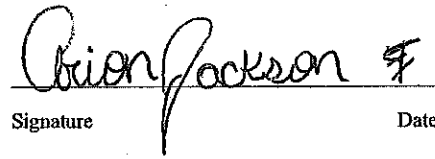
**Local Area 12 MOU Signature**

**Mature Services**

*Senior Community Service Employment Program*

*Airon Jackson,*

Printed Name & Title

*Airon Jackson* 

Signature

Date

**Local Area 12 MOU Signature**

**American Association of Retired Persons**  
Senior Community Service Employment Program

Stephen Albright

\_\_\_\_\_  
Printed Name & Title

*S Albright*      *11/28/18*  
Signature                                      Date

**Local Area 12 MOU Signature**

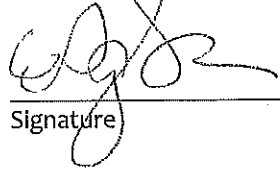
**Easterseals of Greater Cincinnati**

WIOA Title I Youth

*Pamela Green, President and CEO*

---

Printed Name & Title



11/13/18

Signature

Date



**Local Area 12 MOU Signature**

**Adult Probation, Clermont County**

Julie Frey

\_\_\_\_\_  
Printed Name & Title



*Julie Frey* 11/08/18  
\_\_\_\_\_  
Signature Date

**Local Area 12 MOU Signature**

**Greater Cincinnati Behavioral Health Services**

Jeff O'Neil, President/CEO

Printed Name & Title

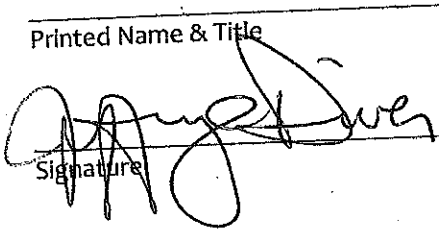
   
Signature Date

**Local Area 12 MOU Signature**

**Supports to Encourage Low-income Families**

Jeffrey Diver, Executive Director

Printed Name & Title

 1/24/19

Signature

Date

**Local Area 12 MOU  
Signature Page  
ODJFS Administration**

The signature below affirms that the content of this MOU and attachments is compliant with the requirements set forth in WIOA Section 121(c) and the corresponding regulations in 20 CFR 678.

---

Bruce Madson, ODJFS Assistant Director

Date

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

# Resolution

Number 19-0654

Adopted Date May 28, 2019

APPROVE AMENDMENT #1 TO THE CONTRACT WITH TRITON SERVICES, INC. AND AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, Warren County has entered into a contract with Triton Services, Inc. through Resolution #19-0347, for the FY18 Village of Marienville ADA Restroom CDBG project; and

WHEREAS, the County desires to amend the contract to extend its duration; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment #1 with Triton Services, Inc. and authorize the President and/or Vice President of this Board to sign documents relative thereto, as attached hereto and made a part hereof.

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a – Triton Services, Inc.  
OGA (file)

**AMENDMENT #1 TO CONTRACT FOR  
FY18 VILLAGE OF MAINEVILLE ADA RESTROOM CDBG PROJECT**

Amendment to the contract dated March 19, 2019, for the FY 18 Village of Maineville ADA Restroom CDBG Project, Resolution # 19-0347

By and between the County:

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

And the Contractor:

Triton Services, Inc.  
8162 Duke Blvd.  
Mason, OH 45040

Replace the following paragraph:

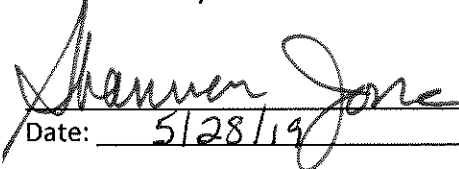
Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within sixty (60) days from the date of said notice, as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$100.00 per day for each consecutive calendar day thereafter as hereinafter provided in Paragraph 7 of the Instruction to Bidders.

With the following paragraph:

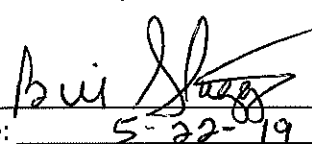
Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within **ninety (90) days** from the date of said notice, as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$100.00 per day for each consecutive calendar day thereafter as hereinafter provided in Paragraph 7 of the Instruction to Bidders.

The Amendment agreed to by:

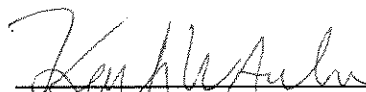
Warren County Board of Commissioners

  
Date: 5/28/19

Triton Services, Inc.

  
Date: 5-22-19

Approved as to form:

  
Keith Anderson  
Assistant County Prosecutor

# Resolution

Number 19-0655

Adopted Date May 28, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO YOUTH WORKSITE AGREEMENTS ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into Youth Worksite Agreements with the following companies, as attached hereto and made part hereof:

Harlan Township  
9120 Morrow Rossburg Rd  
Pleasant Plain, OH 45162

Village of Morrow  
150 East Pike St  
Morrow, OH 45152

Warren County Highway Department  
105 Markey Rd  
Lebanon, OH 45036

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

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 28 day of May, 2019, 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, **Harlan Township Fire & Rescue, 9120 Morrow Rossburg Rd, Pleasant Plain, OH 45162**, hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Work Experience Program from date of action by the Board of Commissioners through June 30, 2020.

**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.



- C. Timesheets, signed by the participant and the worksite supervisor, will be on file in the OMJWC office. The following information will be available in the TANF 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 Work Experience 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 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.

The Worksite agrees to maintain open communication with monitoring staff assigned to the site and to reply to requests for information in a timely manner.

Wages requested must be for hours worked (or spent in OMJWC approved training/counseling sessions scheduled during regular work hours only). Time sheets must be signed by each youth and his/her supervisor before payroll checks

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

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

1. If supervision provided is deemed inadequate;
2. If there is insufficient work for the youth;
3. If there is a lack of funds or if funding becomes unavailable to the OMJWC;
4. If the Worksite refuses to accept any additional conditions that may be imposed upon the Worksite by the Department of Labor, the State of Ohio Department of Job and Family Services or the OMJWC or if the Worksite, in the sole opinion of the OMJWC, fails to comply with any provisions of this agreement or any provision of the TANF Work Experience Program or any memorandum, policy, bulletin, etc. of the Ohio Department of Job and Family Services or the OMJWC.

Q. INSURANCE

Vendor (worksite) shall provide liability insurance coverage as follows:

Vendor (worksite) shall carry Comprehensive 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]* Vendor (worksite) shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Vendor(worksite)further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a “claims made” basis, the policy provide that in the event this Agreement is terminated, Vendor (worksite) 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 Comprehensive 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 Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

Vendor (worksite) 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 Vendee in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the Vendee not less than 30 days prior to said cancellation date. Vendor (worksite) shall also deliver to Lessor, 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.

R. This agreement may be modified upon mutual consent of both parties.

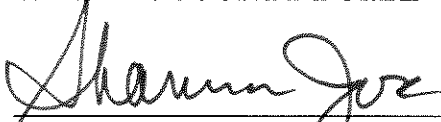
T. **GROUNDINGS FOR DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall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

Rule:	Group:

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


IN WITNESS WHEREOF, the parties have executed this Agreement on this 28  
day of May, ~~2015~~ 2019

**WARREN COUNTY BOARD OF COMMISSIONERS:**

  
\_\_\_\_\_  
Shannon Jones, President

**WORKSITE:**

HARLIAN TWP FIRE STATION  
Worksite Name

  
\_\_\_\_\_  
Signature/Worksite Administrator

5-14-19  
\_\_\_\_\_  
Date

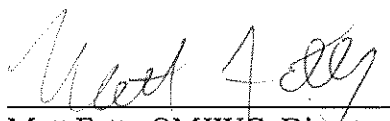
FIRE CHIEF / TWP ADMINISTRATOR  
Title of Worksite Administrator

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

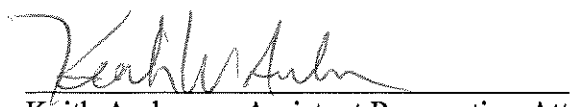
\_\_\_\_\_  
Date

**WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES**

  
\_\_\_\_\_  
Matt Fetty OMJWC, Director

5-14-19  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Keith Anderson, Assistant Prosecuting Attorney

Attachment A

Warren Co. TANF Summer Youth Employment Program  
Request Form

I. Agency Information:

Agency Name: HARLAN Township  
 Address: 9120 Morrow-Rossburg Road, Pleasant Plain 45162  
 Phone: 513-877-2727 E-mail chiefvinup@tds.net  
 Agency Administrator: DUSTY VINUP  
 Contact Person: DUSTY VINUP  
 FEIN#: 316000577

II. Program Information: Work for the youth will begin at the worksite on or about 6/1/19 and continue until on or about 6/30/20. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 40 hours per week, normally 8 hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

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

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

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
FIRE STATIONS	DUSTY VINUP	1	16	From: 8 To: 4	<input checked="" type="radio"/> Yes No
CEMETERIES/ ROADS/PARKS	DUSTY VINUP LARRY BURNETT	1	16	From: 8 To: 4	<input checked="" type="radio"/> Yes No
				From: To:	Yes No
				From: To:	Yes No

III. Job Description(s): Each worksite, even if located in the same building (i.e. clerical and custodial) should be listed as a separate worksite.

Worksite #1 Clerical - filing, typing, mailing, and sorting at FIREHOUSE!

Worksite #2 Custodial - landscaping, cleaning, maintaining grounds, and maintaining station equipment at FIREHOUSES

Worksite #3 Custodial - landscaping, cleaning, painting, maintaining grounds at Whitacre Park

Worksite #4 Landscape landscaping, weeding, mowing at cemeteries

Worksite #5 \_\_\_\_\_

IV. Additional Information:

Is your agency planning to have youth use power-driven machinery and/or perform any "hazardous occupational orders"? (Please refer to Child Labor Laws)

Yes  No If yes, please describe the type of power-driven machinery to be used and/or "Hazardous" work tasks.

Weedeater, mower, household paint

Training and safety instructions must be provided by worksite personnel if skilled or special equipment is required to perform the tasks described in this agreement. Youth work activities are governed by the applicable State and Federal Child Labor Laws.

If weather or other factors do not permit the regularly scheduled work to be done, please describe the contingency plan of work duties for youth employees.

INDOOR WORK such as clerical or custodial cleaning and painting.

Additional rules or policies to be followed at the worksite during work time are listed in the Worksite Agreement. These rules will be in addition to the disciplinary rules provided in Attachment C of the Worksite Agreement.

The undersigned individuals signify by their signatures that they have read and fully comprehend all statements in this TANF Work Experience Program request Form and that they understand and agree that this is a request form only and that it does not guarantee the placement of TANF Summer Youth at the worksite (s) requested.

[Signature] TWP ADMIN / FIRE CHIEF  
Signature of Worksite Administrator/Title

5-9-19  
Date

[Signature]

5/16/19

Matt Fetty, Director, OhioMeansJobs Warren County

Date

## Attachment B

### Minor Labor Laws

#### **In accordance with State of Ohio Child Labor Laws, 14 and 15 years olds MAY**

##### **NOT:**

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

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

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

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

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

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



## Attachment C

### GROUPS FOR DISCIPLINARY ACTIONS AND PENALTIES

#### GROUP I OFFENSES

FIRST OFFENSE- Written reprimand

SECOND OFFENSE- Written reprimand, counseling

THIRD OFFENSE – Three days suspension

FOURTH OFFENSE – Termination

1. Failure to call in about missing work – for any reason.
2. Creating or contributing to unsanitary or unsafe conditions, including risking of personal safety (spitting, hitting, etc.)
3. Failure to use reasonable care of agency property or equipment
4. Bringing a friend to the worksite during work hours
5. Not responding to a reasonable request from a supervisor

#### GROUP II OFFENSES

FIRST OFFENSE – Written reprimand, counseling

SECOND OFFENSE - Three (3) day suspension WITHOUT PAY

THIRD OFFENSE- Termination

1. Unauthorized use of agency property or equipment
2. Willful disregard of department rules
3. Use of abusive or threatening language toward supervisors, co-workers or other persons
4. Malicious mischief, horseplay, wrestling or other undesirable conduct

#### GROUP III OFFENSES

FIRST OFFENSE – Mandatory counseling sessions (determined by degree of offense)

SECOND OFFENSE – Termination

1. Being in possession of or drinking alcoholic beverages or controlled substances without a bona-fide prescription while on the job
2. Wanton or willful neglect in performance of assigned duties or in the care, use or custody of county property or equipment.
3. Abuse or deliberate destruction in any manner of county property or employees
4. Signing or altering other employees' time cards or unauthorized altering of own time card
5. Stealing or similar conduct including destroying, damaging or concealment of any property of the county or other employees
6. Fighting or attempting injury to any other persons.

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

This agreement is entered into by and between on this 28 day of May, 2019, 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, **Village of Morrow, 150 East Pike Street, Morrow Ohio, 45152** 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, 2020.

**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.

- C. Timesheets, signed by the participant and the worksite supervisor, will be on file in the OMJWC office. The following information will be available in the TANF 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.

The Worksite agrees to maintain open communication with monitoring staff assigned to the site and to reply to requests for information in a timely manner.

Wages requested must be for hours worked (or spent in OMJWC approved training/counseling sessions scheduled during regular work hours only). Time sheets must be signed by each youth and his/her supervisor before payroll checks can be issued. Records pertinent to this agreement shall be retained by the worksite for the duration of the program and thereafter delivered to OMJWC within seven days to be properly stored.

- J. The Worksite assures that no person under its employment who presently exercises any functions or responsibilities in connection with OMJWC or TANF Summer Youth funded projects or programs, has or had any financial interest, direct or indirect; in this agreement, nor will the Worksite hire any person having such financial interest.
- K. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- L. The Worksite agrees to abide by all Federal, State and local labor laws; State of Ohio and Federal Child Labor Law restrictions (Attachment B); Civil Rights Provisions which include, but are not limited to, Title VI and VII of the 1964 Civil Rights Act; Ohio Revised Code 4112; Age Discrimination Enforcement Act; Rehabilitation Act of 1973; as well as any and all amendments thereto.
- M. The Worksite agrees and understands that participation in TANF Work Experience Programs requires no compensation of any kind to either party, and that there will be no compensation of any kind made to the Worksite.
- N. The Worksite shall comply with all Federal and State Occupational Safety and Health Regulations (OSHA) dealing with safety of workers on the worksite. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, The Board of Warren County Commissioners, the Area 12 Council of Governments, Area 12 Workforce Investment Board and their employees, from any and all liability that may arise as a result of an OSHA violation.
- O. Any changes in supervision, Worksite location, work duties or schedule for youth assigned to the Worksite, or any other changes in this Agreement, will be made only with prior written notification to and written approval from the OMJWC TANF Work Experience Program Coordinator. Failure to follow this procedure may result in immediate termination of the Worksite Agreement at the sole discretion of OMJWC.
- P. The Worksite and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s).

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1. If supervision provided is deemed inadequate;
2. If there is insufficient work for the youth;
3. If there is a lack of funds or if funding becomes unavailable to the OMJWC;
4. If the Worksite refuses to accept any additional conditions that may be imposed upon the Worksite by the Department of Labor, the State of Ohio Department of Job and Family Services or the OMJWC or if the Worksite, in the sole opinion of the OMJWC, fails to comply with any provisions of this agreement or any provision of the TANF Work Experience Program or any memorandum, policy, bulletin, etc. of the Ohio Department of Job and Family Services or the OMJWC.

R. INSURANCE

Vendor (worksite) shall provide liability insurance coverage as follows:

Vendor (worksite) shall carry Comprehensive 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]* Vendor (worksite) shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Vendor(worksite)further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Vendor (worksite) 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 Comprehensive 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 Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

Vendor (worksite) 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 Vendee in writing should any of

the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the Vendee not less than 30 days prior to said cancellation date. Vendor (worksites) shall also deliver to Lessor, 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.

S. This agreement may be modified upon mutual consent of both parties.

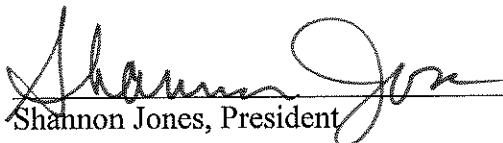
T. **GROUNDS FOR DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be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

Rule:	Group:
Follow County & Village	
Handbooks	

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 28  
day of May, 2019.

**WARREN COUNTY BOARD OF COMMISSIONERS:**

  
Shannon Jones, President

**WORKSITE:**

Village of Morrow  
Worksite Name

Tina Powell  
Signature/Worksite Administrator

5-15-19  
Date

Tina Powell  
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

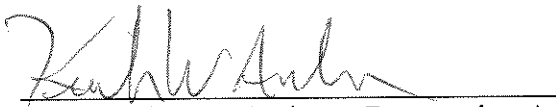
\_\_\_\_\_  
Date

Ohio Means Jobs Warren County  
~~WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES~~

  
Matt Fetty OMJWC, Director

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

  
Keith Anderson, Assistant Prosecuting Attorney

Attachment A

Warren Co. TANF Summer Youth Employment Program  
Request Form

I. Agency Information:

Agency Name: Village of Morrow

Address: 150 E. Pike Street Morrow OH 45152

Phone: 513-899-2821 E-mail tina.powell@vil.morrow.oh.us

Agency Administrator: Caroline Whitacre

Contact Person: Tina Powell

FEIN#: \_\_\_\_\_

II. Program Information: Work for the youth will begin at the worksite on or about 6/1/19 and continue until on or about 6/30/20. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 40 hours per week, normally 8 hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

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

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

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
Village of Morrow	Tina Powell 513-899-2821	No more than 5		From: To: Open 8-4:30	Yes <input checked="" type="radio"/> No
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No



III. Job Description(s): Each worksite, even if located in the same building (i.e. clerical and custodial) should be listed as a separate worksite.

Worksite #1 Maintenance

Worksite #2 Custodial

Worksite #3 Clerical

Worksite #4 Groundskeeping

Worksite #5 \_\_\_\_\_

IV. Additional Information:

Is your agency planning to have youth use power-driven machinery and/or perform any "hazardous occupational orders"? (Please refer to Child Labor Laws)

\_\_\_\_ Yes  No If yes, please describe the type of power-driven machinery to be used and/or "Hazardous" work tasks.

Training and safety instructions must be provided by worksite personnel if skilled or special equipment is required to perform the tasks described in this agreement. Youth work activities are governed by the applicable State and Federal Child Labor Laws.

If weather or other factors do not permit the regularly scheduled work to be done, please describe the contingency plan of work duties for youth employees.

Always cleaning or paperwork to be done.

Additional rules or policies to be followed at the worksite during work time are listed in the Worksite Agreement. These rules will be in addition to the disciplinary rules provided in Attachment C of the Worksite Agreement.

The undersigned individuals signify by their signatures that they have read and fully comprehend all statements in this TANF Work Experience Program request Form and that they understand and agree that this is a request form only and that it does not guarantee the placement of TANF Summer Youth at the worksite (s) requested.

Lino Buell Fiscal Officer  
Signature of Worksite Administrator/Title

5-15-19  
Date

Matt Fetty

5-16-19

Matt Fetty, Director, OhioMeansJobs Warren County

Date

## Attachment B

### Minor Labor Laws

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

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

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

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

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

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

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

Attachment C

GROUPS FOR DISCIPLINARY ACTIONS AND PENALTIES

GROUP I OFFENSES

FIRST OFFENSE- Written reprimand

SECOND OFFENSE- Written reprimand, counseling

THIRD OFFENSE – Three days suspension

FOURTH OFFENSE – Termination

1. Failure to call in about missing work – for any reason.
2. Creating or contributing to unsanitary or unsafe conditions, including risking of personal safety (spitting, hitting, etc.)
3. Failure to use reasonable care of agency property or equipment
4. Bringing a friend to the worksite during work hours
5. Not responding to a reasonable request from a supervisor

GROUP II OFFENSES

FIRST OFFENSE – Written reprimand, counseling

SECOND OFFENSE - Three (3) day suspension WITHOUT PAY

THIRD OFFENSE- Termination

1. Unauthorized use of agency property or equipment
2. Willful disregard of department rules
3. Use of abusive or threatening language toward supervisors, co-workers or other persons
4. Malicious mischief, horseplay, wrestling or other undesirable conduct

GROUP III OFFENSES

FIRST OFFENSE – Mandatory counseling sessions (determined by degree of offense)

SECOND OFFENSE – Termination

1. Being in possession of or drinking alcoholic beverages or controlled substances without a bona-fide prescription while on the job
2. Wanton or willful neglect in performance of assigned duties or in the care, use or custody of county property or equipment.
3. Abuse or deliberate destruction in any manner of county property or employees
4. Signing or altering other employees' time cards or unauthorized altering of own time card
5. Stealing or similar conduct including destroying, damaging or concealment of any property of the county or other employees
6. Fighting or attempting injury to any other persons.

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

This agreement is entered into by and between on this 28<sup>th</sup> day of MAY, 2019, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **Warren County Highway Department, 105 Markey Rd, Lebanon, OH 45036**, hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Work Experience Program from date of action by the Board of Commissioners through June 30, 2020.

**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.

- C. Timesheets, signed by the participant and the worksite supervisor, will be on file in the OMJWC office. The following information will be available in the TANF 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 Work Experience 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 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.

The Worksite agrees to maintain open communication with monitoring staff assigned to the site and to reply to requests for information in a timely manner.

Wages requested must be for hours worked (or spent in OMJWC approved training/counseling sessions scheduled during regular work hours only). Time sheets must be signed by each youth and his/her supervisor before payroll checks

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

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

1. If supervision provided is deemed inadequate;
2. If there is insufficient work for the youth;
3. If there is a lack of funds or if funding becomes unavailable to the OMJWC;
4. If the Worksite refuses to accept any additional conditions that may be imposed upon the Worksite by the Department of Labor, the State of Ohio Department of Job and Family Services or the OMJWC or if the Worksite, in the sole opinion of the OMJWC, fails to comply with any provisions of this agreement or any provision of the TANF Work Experience Program or any memorandum, policy, bulletin, etc. of the Ohio Department of Job and Family Services or the OMJWC.

R. This agreement may be modified upon mutual consent of both parties.

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

Rule:	Group:
WORKER WILL FOLLOW WARREN COUNTY ENGINEER'S PERSONNEL POLICY	
MANUAL.	

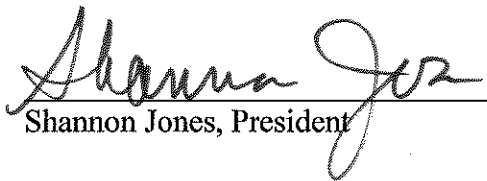
U. **CERTIFICATIONS:** The undersigned individuals have read and fully comprehend all statements in this Worksite Agreement and signify by their signatures a voluntary intent to be fully bound by the provisions of this agreement as well as any and all attachments which are explicitly merged and incorporated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





IN WITNESS WHEREOF, the parties have executed this Agreement on this 28  
day of May, 2019.

**WARREN COUNTY BOARD OF COMMISSIONERS:**

  
Shannon Jones, President

**WORKSITE:**

WARREN COUNTY HIGHWAY DEPT. (COUNTY WIDE)  
Worksite Name


  
Signature/Worksite Administrator 5-15-19  
Date

DEPUTY OF OPERATIONS  
Title of Worksite Administrator

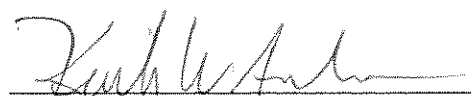
If applicable, an Organized Labor Representative should review this agreement and stipulate by his/her signature below that he/she has read, understands, and voluntarily concurs with the execution of the Worksite Agreement.

\_\_\_\_\_  
Signature of Authorized Organized Labor Representative      Date

**OhioMeansJobs Warren County**

  
Matt Fetty OMJWC, Director 5/16/19  
Date

**APPROVED AS TO FORM:**

  
Keith Anderson, Assistant Prosecuting Attorney

Attachment A

**Warren Co. TANF Summer Youth Employment Program  
Request Form**

I. Agency Information:

Agency Name: WARREN COUNTY HIGHWAY DEPT.

Address: 105 MARKEY ROAD LEBANON OHIO 45036

Phone: (513) 695-3329 E-mail MARK.DAWSON@CO.WARREN.OH.US

Agency Administrator: MARK DAWSON

Contact Person: MARK DAWSON

FEIN#: \_\_\_\_\_

II. Program Information: Work for the youth will begin at the worksite on or about 6/1/19 and continue until on or about 6/30/19. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 40 hours per week, normally 10 hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

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

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

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
COUNTY WIDE	MARK DAWSON (513) 515-3978		18+	From: 6:30 AM To: 5:00 PM	<input checked="" type="radio"/> Yes <input type="radio"/> No
	ALEX FOLTZ (513) 464-4544			From: To:	Yes No
	ROB CARTER (513) 695-3329			From: To:	Yes No
				From: To:	Yes No

Attachment B  
Minor Labor Laws

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

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

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

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

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

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

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

III. Job Description(s): Each worksite, even if located in the same building (i.e. clerical and custodial) should be listed as a separate worksite.

Worksite #1 SEE HIGHWAY WORKER 1 JOB DESCRIPTION  
ATTACHED

Worksite #2 \_\_\_\_\_

Worksite #3 \_\_\_\_\_

Worksite #4 \_\_\_\_\_

Worksite #5 \_\_\_\_\_

IV. Additional Information:

Is your agency planning to have youth use power-driven machinery and/or perform any "hazardous occupational orders"? (Please refer to Child Labor Laws)  
 Yes  No If yes, please describe the type of power-driven machinery to be used and/or "Hazardous" work tasks.

LAWN MOWERS WEED EATERS FLAGGING TRAFFIC

Training and safety instructions must be provided by worksite personnel if skilled or special equipment is required to perform the tasks described in this agreement. Youth work activities are governed by the applicable State and Federal Child Labor Laws.

If weather or other factors do not permit the regularly scheduled work to be done, please describe the contingency plan of work duties for youth employees.

Additional rules or policies to be followed at the worksite during work time are listed in the Worksite Agreement. These rules will be in addition to the disciplinary rules provided in Attachment C of the Worksite Agreement.

The undersigned individuals signify by their signatures that they have read and fully comprehend all statements in this TANF Work Experience Program request Form and that they understand and agree that this is a request form only and that it does not guarantee the placement of TANF Summer Youth at the worksite (s) requested.

Mark Lawson DEPUTY OF OPERATIONS 5-15-19  
Signature of Worksite Administrator/Title Date

Matt Fetty 5-10-19  
Date

Matt Fetty, Director, OhioMeansJobs Warren County

# WARREN COUNTY ENGINEER

An Equal Opportunity Employer  
**POSITION DESCRIPTION**

Page 1 of 3

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<b>Position Title:</b>	Highway Worker I	<b>Employment Status:</b>	Full-time
<b>Reports to:</b>	Deputy of Operations, Assistant Deputy of Operations, and Foreman		

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<b>Civil Service Status:</b>	Classified	<b>FLSA Status:</b>	Non-exempt
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**QUALIFICATIONS:** An example of acceptable qualifications:  
High school diploma or equivalent; and general knowledge of road repair and maintenance.

**LICENSURE OR CERTIFICATION REQUIREMENTS:**

Must possess a valid Class B Commercial Driver's License with airbrake endorsement and other required endorsement(s) or must obtain a Class B Commercial Driver's License within 1 year with airbrake endorsement.

**EQUIPMENT OPERATED:** The following are examples only and are not intended to be all inclusive:  
Weed eater, mower, dump truck, chain saw, jack hammer, plate compactor, DuraPatcher.

**INHERENTLY HAZARDOUS OR PHYSICALLY DEMANDING WORKING CONDITIONS:**

The employee must negotiate, use, work with, or in the vicinity of: floor and wall openings; open-sided floors; platforms and runways; stairs and scaffolding; portable metal ladders; compressed gases (e.g., oxygen, argon, acetylene); flammable and combustible liquids (e.g., gasoline, diesel fuel, propane); corrosives; air contaminants; hazardous chemicals; human blood or other potentially infectious materials; personal protective equipment including eye and face protection, respiratory protection, head protection, foot and head protection; overhead or gantry crane and other vehicles on a construction site; woodworking equipment; hand and portable tools; abrasive wheels; arc welding and cutting; electrical wiring; other construction activities; lift up to eighty (80) pounds and move a distance of thirty (30) yards.

The employee has exposure to: potentially vicious animals; hot, cold, wet, humid or windy weather conditions; hazardous driving conditions; shaking objects or surfaces; second hand smoke.

Note: In accordance with the U.S. Department of Labor physical demands strength ratings, this is considered medium work.

**JOB DESCRIPTION AND WORKER CHARACTERISTICS:**

JOB DUTIES in order of importance

**ESSENTIAL FUNCTIONS OF THE POSITION:** For purposes of 42 USC 12101:

- 50% (1) Operates dump truck to perform a variety of activities on highway road and drainage projects (e.g., hauls material to and debris from project sites, plows snow, spreads salt, etc.); performs various manual and semi-skilled labor functions (e.g., applies stone, gravel, tar, and blacktop to road surfaces; erects fences and guardrails; roadside mowing, etc.); cuts trees and shrubs, pulls fences, picks up litter and debris, installs culvert pipe; assists bridge and traffic crew and flags traffic; operates light and hand-held power tools and equipment.

# WARREN COUNTY ENGINEER

An Equal Opportunity Employer  
**POSITION DESCRIPTION**

Page 2 of 3

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<b>Position Title:</b>	Highway Worker I	<b>Employment Status:</b>	Full-time
<b>Reports to:</b>	Deputy of Operations, Assistant Deputy of Operations, and Foreman		

---

<b>Civil Service Status:</b>	Classified	<b>FLSA Status:</b>	Non-exempt
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- 30% (2) Performs routine preventative maintenance on various equipment operated (e.g., checks fluid levels, tire pressure, lights, brakes and other safety devices, washes vehicles, etc.) and reports problems and/or malfunctions to the proper authorities; maintains records reflecting fuel used to operate equipment.
- 20% (3) Ensures equipment is properly utilized and maintained; performs minor repairs on equipment as necessary; performs routine preventative maintenance on various equipment operated (e.g., checks fluid levels, tire pressure, lights, brakes and other safety devices, washes vehicles, etc.) and reports problems and/or malfunctions to the proper authorities; maintains records reflecting fuel used to operate equipment.

## **OTHER DUTIES AND RESPONSIBILITIES:**

- (4) Follows all of the Engineer's safety policies and procedures, proper work methods, and procedures within defined work guidelines; maintains all required licenses and/or certificates.
- (5) Performs other duties as assigned by supervisor and attends workshops or seminars related to duties performed.
- (6) Demonstrates regular and predictable attendance.

## **MINIMUM ACCEPTABLE CHARACTERISTICS:** (\*Indicates developed after employment)

**Knowledge of:** Engineer's goals and objectives; Engineer's policies and procedures; department goals and objectives; department policies and procedures; safety practices and procedures; emergency response operations for release, or threats of release, of hazardous substances (asphalt); emergency plans for evacuation purposes; fire plans for the prevention of fire hazards; first aid; two-way radio operations; road construction, maintenance, and repair; proper lifting techniques; snow and ice removal.

**Skill in:** heavy equipment operation; snowplow operation.

**Ability to:** carry out simple instructions; deal with problems involving few variables within familiar context; recognize unusual or threatening conditions and take appropriate action; exercise independent judgment and discretion; determine material and equipment needs; communicate effectively; cooperate with co-workers on group projects; develop and maintain effective working relationships; perform light manual labor for extended periods of time in often adverse conditions; travel to and gain access to work sites.

# WARREN COUNTY ENGINEER

An Equal Opportunity Employer  
**POSITION DESCRIPTION**

Page 3 of 3

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<b>Position Title:</b>	Highway Worker I	<b>Employment Status:</b>	Full-time
<b>Reports to:</b>	Deputy of Operations, Assistant Deputy of Operations, and Foreman		

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<b>Civil Service Status:</b>	Classified	<b>FLSA Status:</b>	Non-exempt
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This position description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. My (employee) signature below signifies that I have reviewed and understand the contents of my position description.

\_\_\_\_\_  
(Signature of County Representative)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
(Date)

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Date Adopted:  
Date Revised:

Developed by:  
Clemans, Nelson & Associates, Inc.  
Loveland, OH 45140

{3/26/2019 PDWAREN 00092163.DOC}

# Resolution

Number 19-0656

Adopted Date May 28, 2019

APPROVE AGREEMENTS AND ADDENDUMS WITH VARIOUS PROVIDERS 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 agreements and addendums with the following providers relative to home placement and related services for calendar year 2019 through April 30, 2020, on behalf of Warren County Children Services as attached hereto and made a part hereof:

1. Buckeye Ranch, Inc.
2. Lutheran Home Society, Inc. dba Genacross Family & Youth Services

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

jc/

cc: c/a—Buckeye Ranch, Inc.  
c/a—Lutheran Homes Society, Inc. dba Genacross Family & Youth Services  
Children Services (file)



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

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

This Agreement is between

a Title IV-E Agency, hereinafter "Agency," whose address is

hereinafter "Provider," whose address is:

Collectively the "Parties."

<b>IV-E Agency Name</b> Warren County Children Services		
<b>Street/Mailing Address</b> 416 S East St		
<b>City</b> Lebanon	<b>State</b> OH	<b>Zip Code</b> 45036

and

<b>Provider</b> Buckeye Ranch, Inc.		
<b>Street/Mailing Address</b> 5665 Hoover RD		
<b>City</b> Grove City	<b>State</b> OH	<b>Zip Code</b> 43123

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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 of the State of Ohio 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 placement and related services to children in accordance with Ohio law or the state where the placement facility or foster home 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

A. 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.

#### Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

A. Without limiting the services that the Provider will provide pursuant to 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 CONTRACTS NOT COMPETITIVELY PROCURED

A. 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

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

- 1) Exhibit I – Scope of Work;
- 2) Exhibit II – Request for Proposals (if applicable);
- 3) Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- 4) Exhibit IV – Rate Schedule.

## Article II. TERM OF AGREEMENT

This Agreement is in effect from **04/01/2019** through **04/30/2020**, 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 \_\_\_\_\_ 0 \_\_\_\_\_ additional, 0 year terms not to exceed \_\_\_\_\_ 0 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. Schedule A: Rate Schedule;
- B. Exhibit I: Scope of Work;
- C. Exhibit II: Request for Proposals (if applicable); then
- D. Exhibit III: Provider's Proposals (if applicable).

## Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement and the addenda 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. All other definitions to be resolved through Federal Regulations, OAC 5101:2-1-01 and any related cross-references.

## Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the case plan 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.
- B. 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. Failure to submit the progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.
- C. Provider agrees that children will not be moved to another foster home or other out-of-home care setting within the Provider's network of available placement services without prior approval or in the event of an emergency, simultaneous notification to the Agency. Notification will include such information as name, address, and phone number of the new foster home or other out-of-home care setting
- D. Provider agrees to notify all Agencies whose children are co-located when any child placed is critically injured or dies in that location immediately or at a minimum within 24 hours through the procedure detailed in the Addendum to the Agreement.
- E. Notification to the Agency of critical incidents must occur immediately through the procedure detailed in the Addendum to the Agreement. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified program (ODJFS 5101:2-9-23; ODMH 5122-30-16, 5122-26-13; ODADAS 3793:2-1-04; DODD 5123:2-17-02 ).
  - 1) Emergency situations include but are not limited to the following:
    - a. Absent Without Leave (AWOL)
    - b. Child Alleging Physical or Sexual Abuse / Neglect
    - c. Death of Child
    - d. Illicit drug / alcohol use; Abuse of medication or toxic substance
    - e. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital.
    - f. Perpetrator of Delinquent / Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors)
    - g. School Expulsion / Suspension (formal action by school)
    - h. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER)
    - i. Victim of assault, neglect, physical or sexual abuse
- F. 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) The filing of any law enforcement report involving the child
  - 2) When physical restraint is used/applied.
- G. Written documentation of the emergency and non-emergency situations shall be provided to the Agency within one (1) business day of the initial notification.
- H. 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.
- I. 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.
- J. The Provider agrees to provide notice of removal of a child by giving a minimum of 14 calendar days' notice, and to submit a discharge plan summary no later than thirty calendar days after the date of discharge in accordance with the applicable licensed or certified program. (ODJFS 5101:2-5-17; ODMH 5122-30-22 5122-30-04; ODADAS 3793:2-1-04, 3793:2-1-05; DODD 5123:2-7-10, 5123:2-3-05).
- K. 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.
- L. 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.
- M. When applicable, 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 5101:2-42-65 of the Administrative Code.

- N. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report 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.
- O. The Provider agrees to 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.
- P. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for Agency children, 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.
- Q. 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.
- R. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. FTMs, Treatment Team Meetings, IEPs, etc.).

#### **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 a copy of the case plan to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties. Agency agrees to also provide a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases or at placement for existing cases.
- 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 XIII of this Agreement.
- D. 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.
- E. 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.
- F. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- G. 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.
- H. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- I. The Agency represents:
  - 1) that it has adequate funds to meet its obligations under this Agreement;
  - 2) that 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) that it will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.

## 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
- 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.
  - 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.
    - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/ non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

## Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The Agency agrees to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third party payer. Payment shall not exceed the Medicaid allowable rate.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt. Failure of the Agency to comply with the prompt payment requirement will be part of the dispute resolution process contained in Article XIII.
- H. Agency reserves the right to withhold payment for any portion of an invoice in which it asserts that a discrepancy exists. In such instances, the Agency shall withhold payment only for that portion of the statement with which it disagrees. The Agency shall notify the Provider in a timely manner when there is a billing discrepancy. Once discrepancies are resolved, Provider may re-submit an invoice for the disputed charges within the specified requirements set in Article VI
- 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.

The Agency may elect to not make payment of any invoice received 60 business days after the timeframe in accordance with Article VI. Reasonable cause for late submission of an invoice will be considered by the Agency on a case by case basis. 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 XIII.

#### **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 ninety (90) 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 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 VI. 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.
- E. Notwithstanding the above, in cases of confirmed allegations of: i) improper or inappropriate activities, ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a child; iv) unethical business practices or procedures; and v) any other event that Agency deems harmful to the well-being of a child; or vi) loss of funding as set forth in Article V, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.



## **Article X. RECORDS RETENTION AND CONFIDENTIALITY 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 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 the Agency's child 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 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 Agency's Child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all of the Agency's child 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 and results obtained under the Agreement, impact of Agreement activities, and assessment of the Provider's performance 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.

## **Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS**

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC Sections 2151.86, 5103.0328, 5103.0319 and applicable OAC Sections as defined in Article XXI of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers who are involved in the care for a child and interns.
- 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 will 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. The parties will 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(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 LEP Childs through the use of an oral or written translator or interpretation services in compliance with this requirement, Childs 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 Howard M. Metzenbaum 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

### **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 Ohio Revised Code section 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 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 rule 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 sections 5101.11, 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) Rule 5101:2-47-11 of the OAC: "Reimbursement for foster care maintenance costs for child's residential centers, group homes, maternity homes, residential parenting facilities, and purchased family foster care facilities".
  - 2) Rule 5101:2-47-26.1 of the OAC: "Public child services agencies (PCSA), private child placing agencies (PCPA): Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements".
  - 3) Rule 5101:2-47-26.2 of the OAC: "Cost Report Agreed Upon Procedures Engagement".
  - 4) JFS 02911 Single Cost Report Instructions.
  - 5) For Private Agencies: 2 CFR 225, Cost Principles for Non-Profit Organizations.
  - 6) For Public Agencies: 2 CFR 230, Cost Principles for State, Local and Indian Tribal Government.

### **Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS**

- A. 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), 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. AMENDMENTS**

This Agreement and all Exhibits hereto constitutes the entire agreement and may be amended only with a written amendment signed by both parties; however, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. 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 amendment signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment 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

Buckeye Ranch, Inc.  
5665 Hoover RD  
Grove City OH 43123

**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**

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.

**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 conflicting 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 Ohio Revised Code provisions 102.03, 102.04, 2921.42, 2921.43.

## 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 Ohio Revised code.

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.

## **Article XXI. INDEMNIFICATION & HOLD HARMLESS**

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.

## **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 BCII 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 BCII report and a criminal record transcript has been obtained.
- 3) Except as provided in Section C below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

## B. Transportation of Child

- 1) Any individual transporting Childs shall possess the following qualifications:
  - a. Prior to allowing an individual to transport a Child, an initial satisfactory Bureau of Motor Vehicle ("BMV") abstract from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure must be obtained;
  - b. Thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure; and
  - c. A current valid driver's license and vehicle insurance must be maintained.
- 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 Section 5101:2-07-02(l) as follows:
  - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.
  - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions of in accordance with 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 child served by Agency.

## **Article XXIV. EXCLUDED PARTIES LIST**

The Excluded Parties List 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 identified on the list. By entering into this Agreement, Provider warrants and represents that they are not currently on the Excluded Parties List. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be placed on this Excluded Parties List during any term of the Agreement.

## **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 a contract, and prior to the time a contract is entered into, the successful bidder shall submit a statement in accordance with ORC Section 5719.042. Such statement shall affirm under oath that the person with whom the contract 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 contract, 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 or as a result of 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. WAIVER**

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

## **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. Waivers shall not be effective unless in writing.


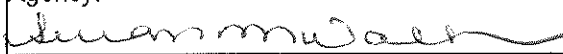
## **Article XXXII. APPLICABLE LAW AND VENUE**

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to the Agreement will be filed in the courts located in Warren County, Ohio.

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

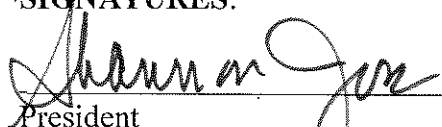


**SIGNATURES OF PARTIES:**

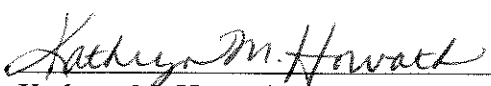
Provider:		Date	4-30-19
Printed Name	Buckeye Ranch, Inc.		
Agency:			
Printed Name	Warren County Children Services	Date	5/11/19

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0656, dated 5/28/19.

**SIGNATURES:**

  
\_\_\_\_\_  
President  
Warren County Board of Commissioners  
5/28/19  
\_\_\_\_\_  
Date

Approved as to Form:

  
\_\_\_\_\_  
Kathryn M. Horvath  
Assistant Prosecuting Attorney

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information  
 Agency : Warren County Children Services  
 Run Date: 04/30/2019  
 Provider / ID : Buckeye Ranch, Inc. / 24473  
 Contract Period : 04/01/2019 - 04/30/2020  
 Cost/Amendment Period :04/01/2019 -

Service Description	Service 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 Begin Date	Cost End Date
Intensive Care Center (20193)	373675		\$380.00	\$15.00							\$395.00	04/01/2019	04/30/2020
Level 1 - Traditional (30176)- FFH	373645		\$27.67	\$34.33							\$62.00	04/01/2019	04/30/2020
Level 2 - Specialized (30177)- Spec Need	373646		\$44.04	\$39.00				\$1.59			\$84.63	04/01/2019	04/30/2020
Level 3 - Exceptional (30178)- Spec Needs	983641		\$56.66	\$44.34						\$101.00	\$101.00	04/01/2019	04/30/2020
Level 4 - Intensive (30179)- Spec Needs	985640		\$56.40	\$36.00				\$23.23			\$115.63	04/01/2019	04/30/2020

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

**ADDENDA TO AGREEMENT**

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

This Agreement is between

a Title IV-E Agency, hereinafter "Agency," whose address is

hereinafter "Provider," whose address is:

<b>IV-E Agency Name</b> Warren County Children Services		
<b>Street/Mailing Address</b> 416 S East St		
<b>City</b> Lebanon	<b>State</b> OH	<b>Zip Code</b> 45036

and

<b>Provider</b> Buckeye Ranch, Inc.		
<b>Street/Mailing Address</b> 5665 Hoover RD		
<b>City</b> Grove City	<b>State</b> OH	<b>Zip Code</b> 43123

Contract ID : 18224410

Originally Dated :04/01/2019 to 04/30/2020

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

Amendment Number 1 :

Amendment Reason:	OTHER
Amendment Begin Date:	04/01/2019
Amendment End Date :	04/30/2020
Increased Amount:	\$0.00

Article Name:

Amendment Reason Narrative:

Addendum #1 attached. See Addendum #1 for details.

**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 and provide specific terms to certain articles 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, WHEREFORE**, the parties agree that the Agreement shall include the following Amendments, additional terms, and conditions that address Provider and Agency responsibilities.

**AMENDMENT #1**

Article V. PROVIDER RESPONSIBILITIES

The parties do hereby agree that Article V, subsection B of the Agreement shall be deleted in its entirety and replaced with the following language:

“Provider agrees to submit the SORC monthly progress report as negotiated by the parties for each child no later than the fifteenth (15th) day of each month. The SORC 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. Failure to submit the SORC progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.”

**AMENDMENT #2**

Article V. PROVIDER RESPONSIBILITIES

The parties further agree that the following provision shall be added to Article V of the Agreement:

“Provider agrees to provide additional services (e.g. transportation of the child for routine services, including, but not limited to, court hearings, visitations, family visits, Permanency Round Tables, medical appointments, school, therapies, and recreational activities).”

**AMENDMENT #3**

Article V. PROVIDER RESPONSIBILITIES

**WHEREAS**, the parties have agreed in Article V, subsections (D) and (E) of the Agreement that the Provider will notify the Agency under certain circumstances of death, critical injury, critical incidents, or emergencies involving an Agency child; and

**WHEREAS**, the parties have agreed in Article V, subsection (F) of the Agreement that the Provider will notify the Agency within 24 hours of certain non-emergency circumstances involving an Agency child; and

WHEREAS, the parties have agreed in Article V, subsection (G) of the Agreement that notification shall contain written documentation; and

WHEREAS, the parties desire to detail the procedure Provider is to follow for notification in such circumstances and for provision of written documentation;

The parties hereby agree to the following procedures:

I. NOTIFICATION OF DEATH, CRITICAL INJURY, CRITICAL INCIDENT, OR EMERGENCY INVOLVING AGENCY CHILD

A. Normal Business Hours

If notification is made during the Agency's normal business hours, Provider shall make notification by calling the main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) The Agency Director;
- (2) The Agency Deputy Director;
- (3) The supervisor assigned to the child's case;
- (4) Another supervisor; or
- (5) The caseworker assigned to the child's case.

A voicemail left during normal business hours does not constitute notification.

B. After Normal Business Hours

If notification is made after the Agency's normal business hours, Provider shall make notification by calling the Agency's after-hours hotline telephone number at (513) 695-1600. Provider shall leave a message containing the following information:

1. Name of Provider
2. Name of caller
3. Call-back number
4. Name of child
5. A statement that the caller wishes to make notification of death, critical injury, critical incident, or emergency involving an Agency child.

Notification is not complete after normal business hours until Provider is contacted by return call from an Agency representative.

Following notification, Provider shall remain immediately available for further communications from the Agency.

## II. NOTIFICATION OF NON-EMERGENCY INVOLVING AGENCY CHILD

During normal business hours and within 24 hours following the non-emergency situation, Provider shall call the Agency's main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) Supervisor assigned to child's case;
- (2) Caseworker assigned to child's case; or
- (3) Another supervisor.

A voicemail left during normal business hours does not constitute notification.

## III. WRITTEN DOCUMENTATION

Provider shall provide written documentation of emergency and non-emergency situations pursuant to Article V, subsection (G) by any of the following methods:

A. MAIL – Provider may mail documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following address:

Warren County Children's Services  
416 S. East Street  
Lebanon, Ohio 45036

B. FASCIMILE/ FAX – Provider may fax documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following fax numbers:

(513) 695-1247; or  
(513) 695-1880

C. ELECTRONIC MAIL/ EMAIL –

1. In the event of death, critical injury, critical incident, or emergency involving an Agency child, Provider may email documentation to the Agency Director, copying the Agency Deputy Director, the supervisor assigned to child's case, and the caseworker assigned to child's case.

2. In the event of a non-emergency involving an Agency child, Provider may email documentation to the supervisor assigned to child's case, copying the caseworker assigned to the child's case.

**AMENDMENT #4**

**ARTICLE VI. AGENCY RESPONSIBILITIES**

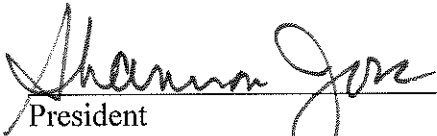
The parties further agree that Article VI, subsection (G) of the Agreement shall be amended as follows:

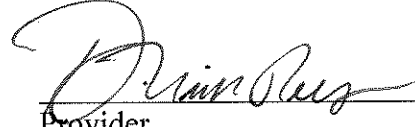
The language that states “thirty (30) calendar days” shall be replaced with “twenty-four (24) hours, not to exceed thirty (30) calendar days.”

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

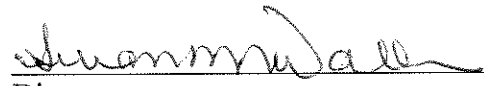
**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0656, dated 5/29/19, and by the duly authorized \_\_\_\_\_ of \_\_\_\_\_ [Provider].

**SIGNATURES OF PARTIES:**

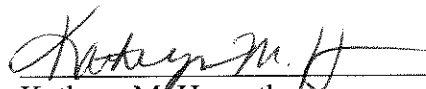
  
\_\_\_\_\_  
President  
Warren County Board of Commissioners  
Date 5/28/19

  
\_\_\_\_\_  
Provider  
Date 4-30-19

Reviewed by:

  
\_\_\_\_\_  
Director  
Warren County Children’s Services

Approved as to Form:

  
\_\_\_\_\_  
Kathryn M. Horvath  
Assistant Prosecuting Attorney





**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](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer  
00358806

Period Specified Below  
07/01/2018 to 07/01/2019

THE BUCKEYE RANCH, INC.  
5665 HOOVER RD  
GROVE CITY, OH 43123-9122



[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
Issued by: BWC

  
Administrator/CEO

You can reproduce this certificate as needed.

### **Ohio Bureau of Workers' Compensation**

#### **Required Posting**

Effective Oct. 13, 2004, 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 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 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.



Promoting wellness and recovery

John R. Kasich, Governor  
Tracy J. Plouck, Director

# License to Operate a Residential Facility

This Residential Facility has been surveyed in accordance with Section 5119.34 of the Ohio Revised Code, and the Administrative Rules of the Ohio Department of Mental Health and Addiction Services, Sections 5122-30-01 to 5122-30-31. The Residential Facility is in compliance with these rules and is hereby issued this license for the maximum number of residents specified.

Name of Facility: **The Buckeye Ranch**

Address: **5665 Hoover Road**

City: **Grove City**

Zip: **43123**

Operator: **The Buckeye Ranch**

Community Mental Health Board: **The ADAMH Board of Franklin County**

Date Issued: **07/18/2017**

Date Expires: **07/17/2019**

License Number: **06-1469**

Maximum Number of Residents: **106**

Number of Household Members: **106**

Type: **1**

Term of License: **Full**

License to Admit: **Children**

Director, Ohio Department of Mental Health and Addiction Services



Promoting wellness and recovery

John R. Kasich, Governor • Mark Hurst, M.D., Director • 30 E. Broad St. • Columbus, OH 43215 • (614) 466-2596 • mha.ohio.gov

August 29, 2018

D. Nicholas Rees, President/CEO  
The Buckeye Ranch, Inc.  
5665 Hoover Road  
Grove City, OH 43123

Re: **CERTIFICATION APPROVAL**  
**Agency Certification Number 01-0153**  
*(Former AoD Provider Numbers 3153 and 12433 have been combined under Certification Number 01-0153)*

Dear Mr. Rees:

The Department of Mental Health and Addiction Services has completed your agency's renewal application review. Based on our review, your agency is certified to provide the following Behavioral Health Service(s):

General Services  
Mental Health Day Treatment  
SUD Case Management Service  
Community Psychiatric Supportive Treatment (CPST)  
Therapeutic Behavioral Services and Psychosocial Rehabilitation  
Supplemental Behavioral Health Service: Somali Outreach Program  
Intensive Home Based Treatment (IHBT)  
Prevention

**The Buckeye Ranch, Inc.** is certified to provide the service(s) at the sites indicated on the attached certificate(s) effective **June 15, 2018 to June 14, 2021.**

This certificate is not transferable to any other location, provider site, building, corporation or other entity.

Please feel free to share this documentation as needed to verify the current programs and services of The Buckeye Ranch, Inc. If you have any questions please contact your agency's surveyor, **Teri Hill** at **614-466-9946.**

Sincerely,

Janel M. Pequignot, Chief  
Bureau of Licensure and Certification

The Buckeye Ranch, Inc.

August 29, 2018

Page 2

pc: David Royer, CEO, The ADAMHS Board of Franklin County  
Kay Spergel, Exec. Director, MHRB of Licking and Knox Counties  
Patrick Tribbe, President/CEO, Hamilton County MHRS Board  
Teri Hill, Behavioral Health Standards Surveyor, OhioMHAS  
Denise Cole, JD, MSN, RN, Program Administrator, Supervisor, OhioMHAS  
Douglas Day, Chief, Bureau of Health Integration, OhioMHAS  
Certification File



**MHAS**

Promoting wellness and recovery

John R. Kasich, Governor

Mark Hurst, M.D., Director

---

## **Behavioral Health Certification**

### **CERTIFICATE OF SERVICES**

for

**The Buckeye Ranch, Inc.**

**Certification Number: 01-0153**

**Issued: June 15, 2018**

**Expires: June 14, 2021**

**In accordance with Section 5119.36 of the Ohio Revised Code, this agency meets minimum standards and is hereby certified to provide behavioral health services and activities at the location(s) specified:**

**General Services**

**Mental Health Day Treatment**

**SUD Case Management Service**

**Community Psychiatric Supportive Treatment (CPST)**

**Therapeutic Behavioral Services and Psychosocial Rehabilitation**

**Supplemental Behavioral Health Service: Somali Outreach Program**

**Intensive Home Based Treatment (IHBT)**

**Prevention**

*Mark Hurst, M.D.*

---

**Director, Ohio Department of Mental Health and Addiction Services**

**Agency Site Location(s)**

<b>5665 Hoover Road Grove City, OH 43123</b>	<b>2440 Dawnligh Avenue Columbus, OH 43211</b>
<b>2865 West Broad Street Columbus, OH 43204</b>	<b>697 East Broad Street Columbus, OH 43215</b>
<b>600 Industrial Parkway Heath, OH 43056</b>	<b>110 Boggs Lane, Suite 270 Springdale, OH 45246</b>



Department of  
Job and Family Services

John R. Kasich, Governor  
Cynthia Callender Dungey, Director

August 2, 2017

Rick Mariotti, Board President  
Fusion Alliance  
440 Polaris Parkway, Suite 500  
Westerville, Ohio 43082

**RE: Issuance of a Full Certificate to Perform Specific Functions to: The Buckeye Ranch, 5665 Hoover Road, Grove City, Ohio 43123 (Recertification - Study ID#80372)**

Dear Mr. Mariotti:

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing a 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 certificate that is in effect from **August 4, 2017 through August 3, 2019**. The original certificate has been sent to the agency's administrator.

1. To act as a representative of ODJFS in recommending Family Foster Homes for certification;
2. To act as a representative of ODJFS in recommending Treatment Foster Homes for certification; and
3. To participate in the placement of children in Foster Homes.
4. To operate or provide independent living arrangements
5. To participate in the placement of children for adoption

The full certificate to perform the above listed functions extends to the agency's branch office(s) located at:

697 East Broad Street  
Columbus, Ohio 43215  
Franklin County

600 Industrial Parkway  
Heath, Ohio 45246  
Licking County

110 Boggs Lane, Suite 270  
Springdale, Ohio 45246  
Hamilton County

2440 Dawnligh Avenue  
Columbus, Ohio 43211  
Franklin County

1625 East Mount Street  
Columbus, Ohio 43205  
Franklin County

30 East Broad Street  
Columbus, Ohio 43215  
[jfs.ohio.gov](http://jfs.ohio.gov)

The ODJFS recertification review showed your agency to be in acceptable compliance with applicable OAC rules.

Although the review completed by ODJFS showed your agency to be in acceptable compliance with applicable OAC rules, the following noncompliance areas were cited. A Corrective Action Plan has been submitted and approved for each of the following areas:

**Review Noncompliance**

<b>RULE</b>	<b>RULE TITLE</b>
5101:2-5-33 (C) (2) (3) (G) (5)	Foster Caregiver Preplacement and Continuing Training
5101:2-48-12 (U)	Completion of the Adoption Homestudy
5101:2-48-12.1 (I)	Adoption Homestudy Updates

If you have any questions, please contact Amber Huber, Licensing/Certification Specialist at the Columbus Field Office at Post Office Box 183204 Columbus, Ohio 43218-3207 or telephone at 614-387-7803 or e-mail at [Amber.Huber@jfs.ohio.gov](mailto:Amber.Huber@jfs.ohio.gov).

Sincerely,



Carla K. Carpenter  
Deputy Director  
Office of Families and Children

Enclosure

c: Nick Rees, Executive Director  
Lakeisha Hilton, OFC  
Renee Williams, OFC  
Amber Huber, OFC  
File



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

**John R. Kasich  
Governor**

**This is to Certify that**

**THE BUCKEYE RANCH  
5665 HOOVER ROAD  
GROVE CITY, OHIO 43123  
(RECERTIFICATION – STUDY# 80372)**

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.

**To operate or provide Independent Living arrangements**

**To act as a representative of ODJFS in recommending Family Foster homes for certification**

**To act as a representative of ODJFS in recommending Treatment Foster homes for certification**

**To participate in the placement of children in Foster homes**

**To participate in the placement of children for Adoption**

This certificate is effective From August 4, 2017 To August 3, 2019

Temporary certificate expiration date To \_\_\_\_\_

Unless sooner revoked or amended by the Ohio Department of Job and Family Services





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

<b>IV-E Agency Name</b> Warren County Children Services		
<b>Street/Mailing Address</b> 416 S East St		
<b>City</b> Lebanon	<b>State</b> OH	<b>Zip Code</b> 45036

a Title IV-E Agency, hereinafter "Agency," whose address is

and

<b>Provider</b> Lutheran Homes Society, Inc. dba Genacross Family & Youth Services		
<b>Street/Mailing Address</b> 2411 Seaman ST		
<b>City</b> Toledo	<b>State</b> OH	<b>Zip Code</b> 43605

hereinafter "Provider," whose address is:

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 of the State of Ohio 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 placement and related services to children in accordance with Ohio law or the state where the placement facility or foster home 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

A. 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.

#### Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

A. Without limiting the services that the Provider will provide pursuant to 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 CONTRACTS NOT COMPETITIVELY PROCURED

A. 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

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

- 1) Exhibit I – Scope of Work;
- 2) Exhibit II – Request for Proposals (if applicable);
- 3) Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- 4) Exhibit IV – Rate Schedule.

## Article II. TERM OF AGREEMENT

This Agreement is in effect from **04/01/2019** through **04/30/2020**, 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 \_\_\_\_\_ 0 \_\_\_\_\_ additional, 0 year terms not to exceed 0 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. Schedule A: Rate Schedule;
- B. Exhibit I: Scope of Work;
- C. Exhibit II: Request for Proposals (if applicable); then
- D. Exhibit III: Provider's Proposals (if applicable).

## Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement and the addenda 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. All other definitions to be resolved through Federal Regulations, OAC 5101:2-1-01 and any related cross-references.

## Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the case plan 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.
- B. 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. Failure to submit the progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.
- C. Provider agrees that children will not be moved to another foster home or other out-of-home care setting within the Provider's network of available placement services without prior approval or in the event of an emergency, simultaneous notification to the Agency. Notification will include such information as name, address, and phone number of the new foster home or other out-of-home care setting
- D. Provider agrees to notify all Agencies whose children are co-located when any child placed is critically injured or dies in that location immediately or at a minimum within 24 hours through the procedure detailed in the Addendum to the Agreement.
- E. Notification to the Agency of critical incidents must occur immediately through the procedure detailed in the Addendum to the Agreement. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified program (ODJFS 5101:2-9-23; ODMH 5122-30-16, 5122-26-13; ODADAS 3793:2-1-04; DODD 5123:2-17-02 ).
- 1) Emergency situations include but are not limited to the following:
    - a. Absent Without Leave (AWOL)
    - b. Child Alleging Physical or Sexual Abuse / Neglect
    - c. Death of Child
    - d. Illicit drug / alcohol use; Abuse of medication or toxic substance
    - e. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital.
    - f. Perpetrator of Delinquent / Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors)
    - g. School Expulsion / Suspension (formal action by school)
    - h. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER)
    - i. Victim of assault, neglect, physical or sexual abuse
- F. 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) The filing of any law enforcement report involving the child
  - 2) When physical restraint is used/applied.
- G. Written documentation of the emergency and non-emergency situations shall be provided to the Agency within one (1) business day of the initial notification.
- H. 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.
- I. 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.
- J. The Provider agrees to provide notice of removal of a child by giving a minimum of 14 calendar days' notice, and to submit a discharge plan summary no later than thirty calendar days after the date of discharge in accordance with the applicable licensed or certified program. (ODJFS 5101:2-5-17; ODMH 5122-30-22 5122-30-04; ODADAS 3793:2-1-04, 3793:2-1-05; DODD 5123:2-7-10, 5123:2-3-05).
- K. 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.
- L. 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.
- M. When applicable, 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 5101:2-42-65 of the Administrative Code.

- N. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report 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.
- O. The Provider agrees to 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.
- P. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for Agency children, 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.
- Q. 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.
- R. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. FTMs, Treatment Team Meetings, IEPs, etc.).

#### **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 a copy of the case plan to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties. Agency agrees to also provide a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases or at placement for existing cases.
- 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 XIII of this Agreement.
- D. 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.
- E. 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.
- F. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- G. 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.
- H. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- I. The Agency represents:
  - 1) that it has adequate funds to meet its obligations under this Agreement;
  - 2) that 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) that it will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.



## 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
- 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.
  - 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.
    - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/ non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

## Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The Agency agrees to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third party payer. Payment shall not exceed the Medicaid allowable rate.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt. Failure of the Agency to comply with the prompt payment requirement will be part of the dispute resolution process contained in Article XIII.
- H. Agency reserves the right to withhold payment for any portion of an invoice in which it asserts that a discrepancy exists. In such instances, the Agency shall withhold payment only for that portion of the statement with which it disagrees. The Agency shall notify the Provider in a timely manner when there is a billing discrepancy. Once discrepancies are resolved, Provider may re-submit an invoice for the disputed charges within the specified requirements set in Article VI
- 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.

The Agency may elect to not make payment of any invoice received 60 business days after the timeframe in accordance with Article VI. Reasonable cause for late submission of an invoice will be considered by the Agency on a case by case basis. 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 XIII.

#### **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 ninety (90) 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 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 VI. 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.
- E. Notwithstanding the above, in cases of confirmed allegations of: i) improper or inappropriate activities, ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a child; iv) unethical business practices or procedures; and v) any other event that Agency deems harmful to the well-being of a child; or vi) loss of funding as set forth in Article V, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider.
- 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 AND CONFIDENTIALITY 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 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 the Agency's child 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 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 Agency's Child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all of the Agency's child 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 and results obtained under the Agreement, impact of Agreement activities, and assessment of the Provider's performance 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.

## **Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS**

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC Sections 2151.86, 5103.0328, 5103.0319 and applicable OAC Sections as defined in Article XXI of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers who are involved in the care for a child and interns.
- 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 will 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. The parties will 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(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 LEP Childs through the use of an oral or written translator or interpretation services in compliance with this requirement, Childs 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 Howard M. Metzenbaum 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

### **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 Ohio Revised Code section 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 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 rule 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 sections 5101.11, 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) Rule 5101:2-47-11 of the OAC: "Reimbursement for foster care maintenance costs for child's residential centers, group homes, maternity homes, residential parenting facilities, and purchased family foster care facilities".
  - 2) Rule 5101:2-47-26.1 of the OAC: "Public child services agencies (PCSA), private child placing agencies (PCPA): Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements".
  - 3) Rule 5101:2-47-26.2 of the OAC: "Cost Report Agreed Upon Procedures Engagement".
  - 4) JFS 02911 Single Cost Report Instructions.
  - 5) For Private Agencies: 2 CFR 225, Cost Principles for Non-Profit Organizations.
  - 6) For Public Agencies: 2 CFR 230, Cost Principles for State, Local and Indian Tribal Government.

### **Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS**

- A. 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), 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. AMENDMENTS**

This Agreement and all Exhibits hereto constitutes the entire agreement and may be amended only with a written amendment signed by both parties; however, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. 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 amendment signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment 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

Lutheran Homes Society, Inc. dba Genacross Family & Youth Services  
2411 Seaman ST  
Toledo OH 43605

**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**

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.

**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 conflicting 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 Ohio Revised Code provisions 102.03, 102.04, 2921.42, 2921.43.

## 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 Ohio Revised code.

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.

## **Article XXI. INDEMNIFICATION & HOLD HARMLESS**

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.

## **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 BCII 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 BCII report and a criminal record transcript has been obtained.
- 3) Except as provided in Section C below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.



## B. Transportation of Child

- 1) Any individual transporting Childs shall possess the following qualifications:
  - a. Prior to allowing an individual to transport a Child, an initial satisfactory Bureau of Motor Vehicle ("BMV") abstract from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure must be obtained;
  - b. Thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure; and
  - c. A current valid driver's license and vehicle insurance must be maintained.
- 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 Section 5101:2-07-02(l) as follows:
  - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.
  - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions of in accordance with 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 child served by Agency.

## **Article XXIV. EXCLUDED PARTIES LIST**

The Excluded Parties List 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 identified on the list. By entering into this Agreement, Provider warrants and represents that they are not currently on the Excluded Parties List. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be placed on this Excluded Parties List during any term of the Agreement.

## **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 a contract, and prior to the time a contract is entered into, the successful bidder shall submit a statement in accordance with ORC Section 5719.042. Such statement shall affirm under oath that the person with whom the contract 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 contract, 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 or as a result of 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. WAIVER**

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

## **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. Waivers shall not be effective unless in writing.

## **Article XXXII. APPLICABLE LAW AND VENUE**

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to the Agreement will be filed in the courts located in Warren County, Ohio.

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

**SIGNATURES OF PARTIES:**

Provider: <u>Kate Jaworski MA LPCC-S</u>	Date <u>4/17/19</u>
Printed Name <b>Lutheran Homes Society, Inc. dba Genacross Family &amp; Youth Services</b>	
Agency: <u>Genacross</u>	
Printed Name <b>Warren County Children Services</b>	Date <u>5/16/19</u>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-0656, dated 5/28/19.

**SIGNATURES:**

Shannon Jones  
President  
Warren County Board of Commissioners  
5/28/19  
Date

Approved as to Form:

Kathryn M. Horvath  
Kathryn M. Horvath  
Assistant Prosecuting Attorney

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

**ADDENDA TO AGREEMENT**

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

This Agreement is between

<b>IV-E Agency Name</b> Warren County Children Services		
<b>Street/Mailing Address</b> 416 S East St		
<b>City</b> Lebanon	<b>State</b> OH	<b>Zip Code</b> 45036

a Title IV-E Agency, hereinafter "Agency," whose address is

and

hereinafter "Provider," whose address is:

<b>Provider</b> Lutheran Homes Society, Inc. dba Genacross Family & Youth Services		
<b>Street/Mailing Address</b> 2411 Seaman ST		
<b>City</b> Toledo	<b>State</b> OH	<b>Zip Code</b> 43605

Contract ID : 18226418

Originally Dated :04/01/2019 to 04/30/2020

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

Amendment Number 1 :

Amendment Reason:	OTHER
Amendment Begin Date:	04/01/2019
Amendment End Date :	04/30/2020
Increased Amount:	\$0.00
Article Name:	

Amendment Reason Narrative:

Addendum #1 attached. See Addendum #1 for details.

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information  
 Agency : Wairren County Children Services  
 Run Date: 04/17/2019  
 Provider / ID : Lutheran Homes Society, Inc. dba Genacross Family & Youth Services/ 24323  
 Contract Period : 04/01/2019 - 04/30/2020  
 Cost/Amendment Period : 04/01/2019 -

Service Description	Service 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 Begin Date	Cost End Date
Anthony Wayne Group Home(20031)	107799		\$491.38	\$1.43		\$1.44	\$0.03	\$0.47		(\$96.75)	\$398.00	04/01/2019	04/30/2020
East Toledo Group Home (20422)	44799		\$395.29	\$0.12		\$1.86				\$0.73	\$398.00	04/01/2019	04/30/2020
Maumee Youth Center(20560)	107797		\$340.77	\$16.14		\$1.91		\$0.42		\$38.76	\$398.00	04/01/2019	04/30/2020
Oregon Group Home(20030)	107798		\$305.80	\$0.07		\$1.49		\$0.62		\$90.02	\$398.00	04/01/2019	04/30/2020
Wynn Group Home(20259)	107800		\$305.80	\$0.07		\$1.49		\$0.62		\$90.02	\$398.00	04/01/2019	04/30/2020

**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 and provide specific terms to certain articles 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, WHEREFORE**, the parties agree that the Agreement shall include the following Amendments, additional terms, and conditions that address Provider and Agency responsibilities.

**AMENDMENT #1**

Article V. PROVIDER RESPONSIBILITIES

The parties do hereby agree that Article V, subsection B of the Agreement shall be deleted in its entirety and replaced with the following language:

“Provider agrees to submit the SORC monthly progress report as negotiated by the parties for each child no later than the fifteenth (15th) day of each month. The SORC 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. Failure to submit the SORC progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.”

**AMENDMENT #2**

Article V. PROVIDER RESPONSIBILITIES

The parties further agree that the following provision shall be added to Article V of the Agreement:

“Provider agrees to provide additional services (e.g. transportation of the child for routine services, including, but not limited to, court hearings, visitations, family visits, Permanency Round Tables, medical appointments, school, therapies, and recreational activities).”

**AMENDMENT #3**

Article V. PROVIDER RESPONSIBILITIES

**WHEREAS**, the parties have agreed in Article V, subsections (D) and (E) of the Agreement that the Provider will notify the Agency under certain circumstances of death, critical injury, critical incidents, or emergencies involving an Agency child; and

**WHEREAS**, the parties have agreed in Article V, subsection (F) of the Agreement that the Provider will notify the Agency within 24 hours of certain non-emergency circumstances involving an Agency child; and

WHEREAS, the parties have agreed in Article V, subsection (G) of the Agreement that notification shall contain written documentation; and

WHEREAS, the parties desire to detail the procedure Provider is to follow for notification in such circumstances and for provision of written documentation;

The parties hereby agree to the following procedures:

I. NOTIFICATION OF DEATH, CRITICAL INJURY, CRITICAL INCIDENT, OR EMERGENCY INVOLVING AGENCY CHILD

A. Normal Business Hours

If notification is made during the Agency's normal business hours, Provider shall make notification by calling the main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) The Agency Director;
- (2) The Agency Deputy Director;
- (3) The supervisor assigned to the child's case;
- (4) Another supervisor; or
- (5) The caseworker assigned to the child's case.

A voicemail left during normal business hours does not constitute notification.

B. After Normal Business Hours

If notification is made after the Agency's normal business hours, Provider shall make notification by calling the Agency's after-hours hotline telephone number at (513) 695-1600. Provider shall leave a message containing the following information:

1. Name of Provider
2. Name of caller
3. Call-back number
4. Name of child
5. A statement that the caller wishes to make notification of death, critical injury, critical incident, or emergency involving an Agency child.

Notification is not complete after normal business hours until Provider is contacted by return call from an Agency representative.

Following notification, Provider shall remain immediately available for further communications from the Agency.



## II. NOTIFICATION OF NON-EMERGENCY INVOLVING AGENCY CHILD

During normal business hours and within 24 hours following the non-emergency situation, Provider shall call the Agency's main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) Supervisor assigned to child's case;
- (2) Caseworker assigned to child's case; or
- (3) Another supervisor.

A voicemail left during normal business hours does not constitute notification.

## III. WRITTEN DOCUMENTATION

Provider shall provide written documentation of emergency and non-emergency situations pursuant to Article V, subsection (G) by any of the following methods:

A. MAIL – Provider may mail documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following address:

Warren County Children's Services  
416 S. East Street  
Lebanon, Ohio 45036

B. FASCIMILE/ FAX – Provider may fax documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following fax numbers:

(513) 695-1247; or  
(513) 695-1880

C. ELECTRONIC MAIL/ EMAIL –

1. In the event of death, critical injury, critical incident, or emergency involving an Agency child, Provider may email documentation to the Agency Director, copying the Agency Deputy Director, the supervisor assigned to child's case, and the caseworker assigned to child's case.

2. In the event of a non-emergency involving an Agency child, Provider may email documentation to the supervisor assigned to child's case, copying the caseworker assigned to the child's case.

**AMENDMENT #4**

**ARTICLE VI. AGENCY RESPONSIBILITIES**

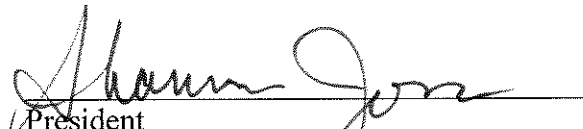
The parties further agree that Article VI, subsection (G) of the Agreement shall be amended as follows:

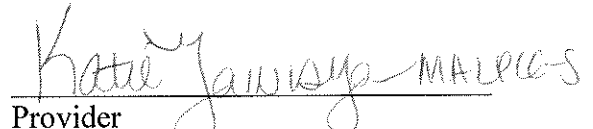
The language that states “thirty (30) calendar days” shall be replaced with “twenty-four (24) hours, not to exceed thirty (30) calendar days.”

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 19-0636, dated 5/28/19, and by the duly authorized \_\_\_\_\_ of \_\_\_\_\_ [Provider].

**SIGNATURES OF PARTIES:**

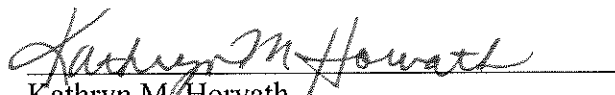
  
\_\_\_\_\_  
President  
Warren County Board of Commissioners  
Date 5/28/19

  
\_\_\_\_\_  
Provider  
Date 4/17/19

Reviewed by:

  
\_\_\_\_\_  
Director  
Warren County Children’s Services

Approved as to Form:

  
\_\_\_\_\_  
Kathryn M. Horvath  
Assistant Prosecuting Attorney



Department of  
Job and Family Services

John R. Kasich, Governor  
Cynthia Callender Dungey, Director

February 6, 2018

Rev. Keith Hunsinger, Board Chairman  
Lutheran Homes Society, Inc. dba Genacross Family & Youth Services  
710 Chippewa Dr.  
Defiance, OH 43512

**RE: Issuance of a Full Certificate to Perform Specific Functions to: Lutheran Homes Society, Inc. dba Genacross Family & Youth Services, 2411 Seaman St., Toledo, Ohio 43605 (Recertification - Study ID # 80774)**

Dear Rev. Hunsinger:

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing a two-year 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 certificate that is in effect from **November 7, 2017 through November 6, 2019**. The original certificate has been sent to the agency's administrator.

The following functions are hereby under two-year certification:

1. To operate a Children's Residential Center with a capacity of 27 children (Male and Female) from 6 to 18 years of age, and if mentally or physically handicapped persons under 21 years of age, known as:

Maumee Youth Center  
U-469 County Line Road 1-D  
Liberty Center, Ohio 43532

2. To operate a Group Home, with a capacity of 10 children (Male and Female) from 6 to 18 years of age, and if mentally or physically handicapped persons under 21 years of age, known as:

Anthony Wayne Group Home  
10424 Obee Road  
Whitehouse, Ohio 43571

To operate a Group Home, with a capacity of 10 children (Male and Female) from 6 to 18 years of age, and if mentally or physically handicapped persons under 21 years of age, known as:

Wynn Group Home  
901 S. Wynn Rd.  
Oregon, Ohio 43616

To operate a Group Home, with a capacity of 10 children (Male and Female) from 6 to 18 years of age, and if mentally or physically handicapped persons under 21 years of age, known as:

30 East Broad Street  
Columbus, Ohio 43215  
jfs.ohio.gov

An Equal Opportunity Employer and Service Provider

Oregon Group Home  
313 Crestway Drive  
Oregon, Ohio 43613

To operate a Group Home, with a capacity of 5 children (Male and Female) from 6 to 18 years of age, and if mentally or physically handicapped persons under 21 years of age, known as:

East Toledo Group Home  
2405 Seaman St.  
Toledo, Ohio 43605

3. To operate or provide Independent Living arrangements.

The two-year certificate to perform the above listed functions extends to the agency's branch office(s) for administrative activities located at:

2411 Seaman Street  
Toledo, Ohio 43605  
Lucas County

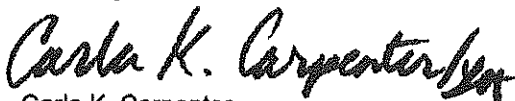
Although the review completed by ODJFS showed Lutheran Homes Society, Inc. dba Genacross Family & Youth Services to be in acceptable compliance with applicable OAC rules, the following noncompliance areas were cited. A Corrective Action Plan has been submitted and approved for each of the following areas:

Review Noncompliance

RULE	RULE TITLE
OAC 5101:2-5-34	PCPA and PNA Case Plans and Administrative Case Reviews for Direct Placements
OAC 5101:2-9-14	Medications
OAC 5101:2-5-17	Discharge Summary
OAC 5101:2-9-22	Isolation, Seclusion and Restraint
OAC 5101:2-9-08	Fire Safety
OAC 5101:2-5-07	Denial or Revocation of an Agency's Certificate or Certification to Perform Specific Functions; Temporary Certificates

If you have any questions, please contact Amanda Fenimore, Licensing Specialist at the Toledo Field Office (TFO), by phone at (419) 247-0530, or e-mail [Amanda.K.Fenimore@jfs.ohio.gov](mailto:Amanda.K.Fenimore@jfs.ohio.gov).

Sincerely,



Carla K. Carpenter  
Deputy Director  
Office of Families and Children

Enclosure

c: Katie Zawisza, Executive Director  
Lakeisha Hilton, OFC  
Renee Williams, OFC  
Amanda Fenimore, OFC  
File

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

**John R. Kasich  
Governor**

**This is to Certify that**

**LUTHERAN HOMES SOCIETY, INC. DBA GENACROSS FAMILY AND YOUTH SERVICES  
2411 SEAMAN STREET  
TOLEDO, OHIO 43605  
(RECERTIFICATION – STUDY# 80774)**

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.

**To operate a Group Home(s)**

**To operate a Children's Residential center(s)**

**To operate or provide Independent Living arrangements**

This certificate is effective From November 7, 2017 To November 6, 2019

Temporary certificate expiration date To \_\_\_\_\_

Unless sooner revoked or amended by the Ohio Department of Job and Family Services





# Resolution

Number 19-0657

Adopted Date May 28, 2019

## **RESOLUTION OF INTENTION TO ISSUE MORTGAGE REVENUE BONDS (ALCORESENIOR, LLC) AND AUTHORIZING EXECUTION OF PRELIMINARY AGREEMENT**

**WHEREAS**, the County of Warren, Ohio, a county organized and existing under the laws of the State of Ohio (the "County"), pursuant to the authority of Article VIII, Section 16, of the Constitution of the State of Ohio and Chapter 133 of the Ohio Revised Code, is empowered and authorized and desires to take certain necessary actions toward the issuance of its mortgage revenue bonds (the "Bonds") to finance the costs of the acquisition, construction, installation and equipping of an approximately 60- to 70-unit assisted living facility and approximately 47 independent living units, all for the elderly, which facilities are to be located on an approximately 12-acre site on Oregonia Road, adjacent to the Cedarville Nursing Home, located between Oregonia Road and State Route 48, within Warren County, Ohio (the "Project"), which will be owned by AlcoreSenior, LLC, an Ohio limited liability company (the "Borrower"), or a successor or affiliated entity; and

**WHEREAS**, the County has determined that an Agreement between the County and the Borrower in the form attached hereto (the "Agreement"), which is incorporated by reference herein, adequately sets forth the general terms and conditions upon which the County is willing to proceed with the financing of the Project; and

**WHEREAS**, the County and the Borrower anticipate that the Project will create jobs within the County and will assist and provide for housing for residents of the County, and that the Project will improve the economic welfare of the County and its people;

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of the County that:

Section 1. The County will undertake to authorize and issue its Bonds from time to time, in one or more series, in a principal amount currently estimated not to exceed \$22,000,000 for the purpose of financing the Project, and both the County and its officers will take all further action necessary or desirable for that purpose, all subject, however, to the conditions stated in the Agreement, and upon the terms therein provided.

Section 2. The County intends that this Resolution, including the Agreement, shall constitute "official action" with respect to the issuance of Bonds to finance the costs of the Project, within the meaning of Treasury Regulations Section 1.150-2.

Section 3. The law firm of Dinsmore & Shohl LLP is appointed as Bond Counsel in connection with the issuance of the Bonds.

RESOLUTION #19-0657  
MAY 28, 2019  
PAGE 2

Section 4. The Agreement be and is hereby approved and that at least two members of this Board of County Commissioners be and hereby are authorized to execute the Agreement on behalf of the County in the form attached hereto.

Section 5. This resolution was adopted, and all actions and deliberations of the Board of County Commissioners of the County of Warren, Ohio relating thereto were conducted, in meetings open to the public, in compliance with all applicable legal requirements including Section 121.22 of the Ohio Revised Code.

Section 6. This Resolution shall take effect and be in force upon its adoption.

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in black ink, appearing to read "Tina Osborne", written over a horizontal line.

Tina Osborne, Clerk

cc: c/a—AlcoreSenior, LLC  
Commissioners' file  
Bond file  
Abbot Thayer – Dinsmore & Shohl



RESOLUTION #19-0657  
MAY 28, 2019  
PAGE 3

CERTIFICATE

I hereby certify that the foregoing is a true and correct excerpt from the minutes of a meeting of the Board of County Commissioners of the County of Warren, Ohio, held on May 28, 2019.

A handwritten signature in black ink, appearing to read "Tina Osborne". The signature is written in a cursive style with a large, prominent "O" in the last name.

---

Clerk, Board of County Commissioners,  
County of Warren, Ohio

**AGREEMENT**

**THIS AGREEMENT** is entered into as of the 29<sup>th</sup> day of May, 2019, between the County of Warren, Ohio, a county organized and existing under the laws of the State of Ohio (the "County"), and AlcoreSenior, LLC, an Ohio limited liability company (the "Borrower"), under the following circumstances:

A. The Borrower desires to acquire, construct, install and equip an approximately 60- to 70-unit assisted living facility and approximately 47 independent living units, all for the elderly, which facilities are to be located on an approximately 12-acre site on Oregonia Road, adjacent to the Cedarville Nursing Home, located between Oregonia Road and State Route 48, within Warren County, Ohio (the "Project").

B. The Borrower has evidenced a desire to have the costs of the Project financed with the proceeds of mortgage revenue bonds (the "Bonds") issued by the County pursuant to the authority of Article VIII, Section 16 of the Constitution of the State of Ohio and Chapter 133 of the Ohio Revised Code, in a principal amount currently estimated not to exceed \$22,000,000.

C. The parties anticipate that the Project will create jobs within the County and will assist and provide for housing for residents of the County, and that the Project will improve the economic welfare of the County and its people.

D. In order to assist and provide for housing for the residents of the County, the County desires to encourage and induce the Borrower to proceed with the Project.

**NOW, THEREFORE**, the County and the Borrower agree as follows:

1. At the request of the Borrower, and subject to fulfillment of the public hearing requirement under Section 147(f) of the Internal Revenue Code of 1986, the County will enact the necessary resolutions to authorize the issuance of the Bonds and execution on its behalf of

the Financing Agreement, as hereafter defined, and other necessary documents. The Bonds, the Financing Agreement, the resolutions and other necessary documents shall have such terms as shall be approved by Dinsmore & Shohl LLP and by the County, the purchaser(s) of the Bonds and the Borrower, and the County will deliver the Bonds to the purchaser(s) thereof and will cooperate to the fullest extent in consummating the transaction.

2. Pending issuance of the Bonds, the Borrower will provide without expense to the County any necessary interim financing for the Project. The Borrower also agrees that upon issuance of the Bonds for the Project it, or a successor or affiliated entity, will enter into an agreement (the "Financing Agreement") with the County providing for the payment by the Borrower of amounts sufficient to pay when due the principal of and premium, if any, and interest on the Bonds. The County shall have no financial responsibility with respect to the Bonds or the Project except from the proceeds of the Bonds or revenues produced pursuant to the Financing Agreement.

3. If the Borrower abandons the Project, it shall notify the County, whereupon this Agreement shall terminate. In addition, this Agreement shall terminate one year after completion of the Project if for any reason the Borrower has not by then requested the County to issue the Bonds. Upon any termination of this Agreement under this paragraph, neither the County nor the Borrower shall have any further rights or obligations hereunder, except that the obligations of the Borrower under paragraph 4 hereof shall survive any such termination.

4. In order to induce the County to execute and deliver this Agreement, the Borrower hereby agrees to defend, indemnify and hold the County and its officials harmless from and against any and all loss, cost, expense, claims or actions arising out of or connected with the execution and delivery of this Agreement and the consummation of the transactions

provided for herein and contemplated hereunder, including but not limited to, reasonable attorneys' fees. The provisions of this paragraph shall be superseded by a similar agreement by the Borrower in the Financing Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

[Signature Page to Agreement]

IN WITNESS WHEREOF, this document has been executed by at least two of the County's Commissioners, and the Borrower has caused this Agreement to be duly executed, as of the day and year first above written.

**ALCORESENIOR, LLC**

By: \_\_\_\_\_  
Title:

**COUNTY OF WARREN, OHIO**

By: *Shawn Jones*  
County Commissioner

By: \_\_\_\_\_  
County Commissioner

By: *[Signature]*  
County Commissioner

14990894

**Approved as to Form:**  
*Bruce A. McGary*  
**Bruce A. McGary**  
**Assistant Prosecutor**

# Resolution

Number 19-0658

Adopted Date May 28, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO CROP RENTAL AGREEMENT WITH JEFF WEAVER

BE IT RESOLVED, to approve and authorize the President of the Board to enter into Crop Rental Agreement with Jeff Weaver relative to Parcel Numbers 08-13-400-035 and 08-13-400-036 in Turtlecreek Township; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: C/A—Weaver, Jeff  
Bruce McGary  
Airport Authority (file)  
Tiffany Zindel

**CROP RENTAL AGREEMENT, 2019  
OF PART OF LANDS KNOWN AS THE MEYER FARM**

---

This Rental Agreement is made by and between the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter "Owner"), and **Jeff Weaver**, whose address is 1854 Hart Rd., Lebanon, OH 45036 (hereinafter "Tenant Farmer").

**I. SUBJECT PROPERTY:**

Owner rents to Tenant Farmer, and Tenant Farmer rents from Owner, upon the terms and conditions set forth in this Rental Agreement, *a part of* the real estate situated in Turtle Creek Township, Warren County, Ohio formerly described as 45 acres and identified as Parcel No. 08-13-400-036 & Auditor Acct. No. 5308062, but is now identified as follows and illustrated in Attachment "A" due to certain new surveys and off-conveyances:

<u>Acreage</u>	<u>Parcel No.</u>	<u>Auditor's Acct. No.</u>
13.445	08-13-400-035	5332478
27.0091	08-13-400-036	5308062

all located at **1360 Mabrey Road, Lebanon, Ohio 45036**. Tenant Farmer acknowledges that the two off-conveyance identified as follows and illustrated in Attachment "B" are not owned by Owner and are not a part of this agreement:

<u>Acreage</u>	<u>Parcel No.</u>	<u>Auditor's Acct. No.</u>
2.3154	08-13-400-032	5332475
2.2305	08-13-400-033	5332476

Unless otherwise provided herein, the only lands to be farmed consists of 25.5 acres of the aforementioned 27.0091 acre parcel.

**II. TERM:**

This Rental Agreement is for a term of one (1) year beginning on April 1, 2019 and ending on November 1, 2019. This term shall not be renewed or extended, nor shall the Tenant Farmer hold over, without the parties entering into a new Rental Agreement.

**III. RENT:**

Tenant Farmer, without prior demand and without deduction or setoff whatsoever, shall

pay an annual rental payment hereinafter set forth. Said obligation to pay the rent shall survive the termination of this Rental Agreement. For and during the term of this Rental Agreement, Tenant Farmer shall pay a rate of NINETY DOLLARS (**\$90.00**) per acre for **25.5 acres** farmed for a total annual rent in the amount of **TWO THOUSAND TWO HUNDRED NINETY-FIVE DOLLARS (\$2,295.00)**, in the form of cash, money order, bank certified or cashier's check, on the **1<sup>st</sup> day of November, 2019**. If rent is not received by Owner within thirty (30) days of the due date, a late charge of ten percent (10%) of the past due amount shall be added to the rental payment every thirty (30) days until paid in full. This obligation to pay rent, however, shall survive any election of default or eviction and the rent due shall remain due and owing even in the event of forfeiture of crops.

#### **IV. LAND USE AND RESTRICTIONS ON USE OF PROPERTY:**

Tenant Farmer shall use the Property only for agricultural purposes limited to the planting, cultivating and harvesting of row crops. Tenant Farmer agrees to furnish all his own materials (including but not limited to fertilizers, herbicides, insecticides, pesticides and seed), tools, equipment and machinery for the farming operations and to keep any buildings, fences, and other improvements in as good repair as they now are except for ordinary wear, loss by fire and other casualty.

Tenant Farmer agrees to take good care of the Property, to cultivate, fertilize, maintain, and manage the Property and the soil in a careful and prudent manner, to control soil erosion as completely as practicable and to comply with all applicable laws, including, but not limited to, laws pertaining to the protection of the environment.

Tenant Farmer shall not identify the Subject Property for purposes of, nor shall Tenant Farmer allow any lender, vendor, supplier or materialmen to cause an artisan, crop, materialmen or mechanic's lien to be filed of public record.

Tenant Farmer shall not be entitled to use any buildings located on the farm located at 1316 Mabrey Road. Nor shall Tenant Farmer use the farm located at 1316 Mabrey Road or even the tillable land subject of this agreement for storage of any equipment, materials, supplies or any other items for longer than the minimum period of time reasonably necessary for purposes of planting, cultivating or harvesting crops.

#### **V. INSURANCE AND LIABILITY:**

Tenant Farmer shall maintain general liability insurance suitable and customary for farming operations for personal injury, death and property damage, and adequate workers' compensation and unemployment insurance in compliance with the laws, statutes, and regulations of the State of Ohio. Tenant Farmer will provide Owner with certificates of all such insurance at the time of execution of this Rental Agreement. Any personal property kept on the Property by Tenant Farmer shall be at Tenant Farmer's



sole risk and it shall be Tenant Farmer's responsibility to insure such personal property. Owner shall maintain casualty insurance on the structures in such amount as Owner deems adequate, however, such insurance shall not provide coverage to any farm equipment or other personal property kept therein.

**VI. TAXES:**

During the term of this Rental Agreement, Owner shall pay all real estate taxes and assessments on the Property, if any. Owner shall be solely responsible for filing the annual CAUV application, but Tenant Farmer shall cooperate with Owner in providing information, supporting documentation and affidavits, if requested by the County Auditor.

**VII. INDEMNIFICATION:**

Tenant Farmer shall indemnify, defend and save Owner harmless against any and all judgments, orders, claims, liabilities, losses, damages, insurance deductibles, costs to remove liens and other costs and expenses (including court costs, experts and attorneys fees) made against, imposed upon or incurred by Owner and which arise directly or indirectly out of or in connection with any occurrence on or about the Property, the use and occupancy of the Property by Tenant Farmer, his invitees, employees, agents, contractors, lenders, vendors, suppliers, materialmen, or the breach of any of Tenant Farmer's obligations under this Rental Agreement.

**VIII. RESERVATION OF RIGHT OF ENTRY:**

Owner and its agents reserve the right to enter upon the Property to inspect the same, to make improvements, to make abatements of the terms of this Rental Agreement, and for any and all other lawful purposes.

**IX. TERMINATION FOR CAUSE:**

Either party to this Rental Agreement may terminate the Agreement for cause.

**X. DEFAULT:**

It is agreed that any violation of this Rental Agreement by either party shall, after thirty (30) days written notice (during which the default may be cured), be just cause for immediately terminating this Rental Agreement and for immediately yielding possession of the Subject Property to Owner. Such termination shall be in addition to any other remedies that may be available at law or in equity.

**XI. YIELDING POSSESSION AT END OF RENTAL AGREEMENT:**

At the expiration of this Rental Agreement, Tenant Farmer will yield possession of the Subject Property to Owner without further notice, and in as good order and condition as when the same was entered upon by Tenant Farmer, loss by fire, other casualty, and ordinary wear and tear excepted.

**XII. ASSIGNMENT AND SUBLEASING:**

Tenant Farmer shall not assign this Rental Agreement or sublet the Subject Property in whole or in part without Owner's prior written consent. Subject to this limitation, this Rental Agreement shall be binding upon and inure to the benefit of Owner and Tenant Farmer and their respective heirs, personal representatives, successors and assigns.

**XIII. RELATIONSHIP:**

This Rental Agreement shall not be construed as giving rise to a partnership, and neither party shall be liable for debts or obligations of the other. The parties agree that Tenant Farmer is an independent contractor and not an employee of Owner and all work performed pursuant to this Rental Agreement will be performed according to his own methods and practices and shall not be subject to Owner's control in any manner.

Nothing in this agreement shall be construed to require Owner to pay compensation to Tenant Farmer of any third party for any investment, labor or cash outlay.

**XIV. NOTICES:**

All notices required or permitted pursuant to the terms herein, shall be given by certified mail, return receipt requested, to the parties at the address set forth above unless such party gives written notice to the other party of a different address to which to direct such notice.

**XV. MISCELLANEOUS:**

This Rental Agreement sets forth the entire agreement of the parties and supersedes any prior understandings. This Rental Agreement may be modified only by written agreement of both parties. No waiver of any provision of this Rental Agreement shall be effective unless in writing, and no waiver on one occasion shall constitute a waiver on any further occasion. The provisions of this Rental Agreement shall be severable and the invalidity of one provision shall not affect any others. Any dispute arising out of or relating to this Rental Agreement shall be governed by the laws of the State of Ohio and the parties stipulate to venue being Warren County. This agreement shall not be recorded of public record.

**XVI. EXECUTION:**

**IN WITNESS WHEREOF, Jeff Weaver, the Tenant Farmer herein, has hereunto set his hand, on the date stated below.**

**TENANT FARMER:**

Linda L. Mercer  
Signature of Witness  
Linda L. Mercer  
Print Name of Witness

SIGNATURE: Jeff Weaver  
NAME: Jeff Weaver  
DATE: 5-16-19

**IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Owner herein, has caused this Rental Agreement to be executed by Shannon Jones, its President, on the date stated below, pursuant to the authority of Resolution No. 19-0658 adopted on the 28 day of May, 2019.**

**OWNER:**  
SIGNATURE: Shannon Jones  
NAME: Shannon Jones  
TITLE: President  
DATE: 5/28/19

Approved as to form:

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

Bruce A. McGary  
By: Bruce A. McGary, Assistant Prosecutor  
Date: 4/4/19

# Resolution

Number 19-0659

Adopted Date May 28, 2019

DECLARE VARIOUS ITEMS WITHIN AUDITOR, COMMON PLEAS COURT- DOMESTIC RELATIONS, FACILITIES MANAGEMENT, PLANNING, SHERIFF'S OFFICE AND TELECOMMUNICATIONS AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items from Auditor, Common Pleas Court - Domestic Relations, Facilities Management, Planning, Sheriff's Office and Telecommunications 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 Mrs. Jones. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sr

cc: 2019 Auction file  
Facilities Management (file)  
Brenda Quillen, Auditor's Office



# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals

AUD19002

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Auditor

Date:

May 21, 2019

002



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	Hon		Y	Hon Black 2 door supply cabinet
1	Hon		Y	Hon Silver 2 door supply cabinet

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Wes Gorsuch

Title: Deputy Auditor

Phone Number 513-695-2617

Location of Item: Room 210

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals #

DOM19013

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date:

May 15, 2019

013

### Chair



Select Item Type

Single Item

Category

Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service

5/1/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Common Pleas Building

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals #

FAC19026

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Facilities Management

Date:

May 13, 2019

026

### DODGE RAM 2500 & SNOW PLOW



Select Item Type

Vehicle

Vin #

3B7KF26Z11M563596

Title restriction?  
 Yes  No

Odometer Reading

120,764

Accurate?  
 Yes  No  Unknown

Year

2001

Make

DODGE

Model

RAM 2500

Does it Start?  
 Yes  No  With Boost

Does it run?  
 Yes  No

Color

MANROON

Exterior Condition?  
 Good  Minor Dents, Dings  
Scratches or rust

Sever dents, Dings  
Scratches or Rust

Interior

Cloth  Leather  Other

Interior Condition?

Good  Fair  Poor

#### Additional Comments

ENGINE IS 5.9L V8 MAGNUM. AUTOMATIC TRANSMISSION, FOUR WHEEL DRIVE, SINGLE CAB, HAS HOOK UP FOR SNOW PLOW ON THE FRONT, SIDE TUBE STEP RAIL, THE TRUCK NO LONGER RUNS. THERE IS SOME ALONG THE WHEEL WELL AND ALONG THE LOWER PART OF THE BODY. PAINT HAS LOST CLEAR COAT IN SOME AREAS. THERE IS A WEATHER GUARD TOOL BOX INSTALLED. SNOW PLOW IS INCLUDED CONDITION IS UNKNOWN. DOES HAVE SOME RUST.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: SAM ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: ARMCO PARK, LEBANON, OHIO 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).

Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*



# Warren County Facilities Management

GovDeals #

FAC19027

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Facilities Management

Date:

May 13, 2019

027

### 2 IPAD & CANON CAMERA



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	APPLE	A1475		HAS LOGITECH KEYBOARD
1	APPLE	A1403		HAS ZAGG KEYBOARD / CASE
1	CANON	PC1431		CANON POWERSHOT SX120 IS

Additional Comments

- CANON POWERSHOT SX120 IS, 10x OPTICAL ZOOM, LENS 6.0-60.0 mm, 10.0 MEGA PIXELS, USES 2 AA BATTERIES FOR POWER SOURCE. SD CARD FOR MEMORY STORAGE. HAS A SMALL POP UP FLASH, NO: 8926005785  
 - IPAD 3RD GEN, 32GB, MODEL A 1403, SERIAL #: DMPJ51JDDNQT, CONDITION IS UNKNOWN, NO CHARGING CORD. 9.7 INCH DISPLAY  
 - IPAD AIR, 32 GB, MODEL: A1475, SERIAL #: DMPLN2D6F4YJ, IS IN WORKING CONDITION, NO CHARGING CORD,



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: SAM ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 430 JUSTICE DRIVE, LEBANON, OHIO 45036- MY OFFICE

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
 Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals #

PLN19001

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

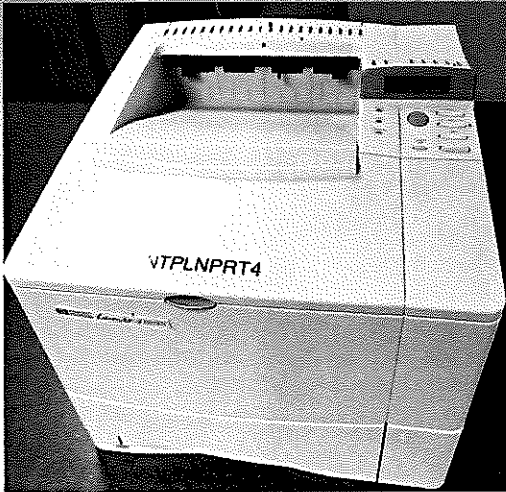
Planning

Date:

May 15, 2019

001

### LaserJet Printer



Select Item Type

Single Item

Category

Printing and Binding Equipment

Brand

Hewlett Packard

Model #

4100TN

Serial #

14129

Date Removed From Service

5/1/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Sharon Coffman

Title: Office Manager

Phone Number 513-695-1224

Location of Item: Regional Planning Commission

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

# GovDeals Item Inspection Form

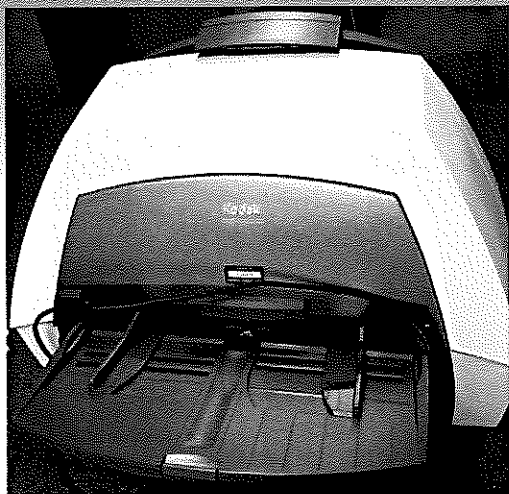
Planning

Date:

May 15, 2019

002

## Scanner



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Kodak

Model #

i440

Serial #

04660

Date Removed From Service

5/1/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Sharon Coffman

Title: Office Manager

Phone Number 513-695-1224

Location of Item: Regional Planning Commission

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

GovDeals #

PLN19003

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

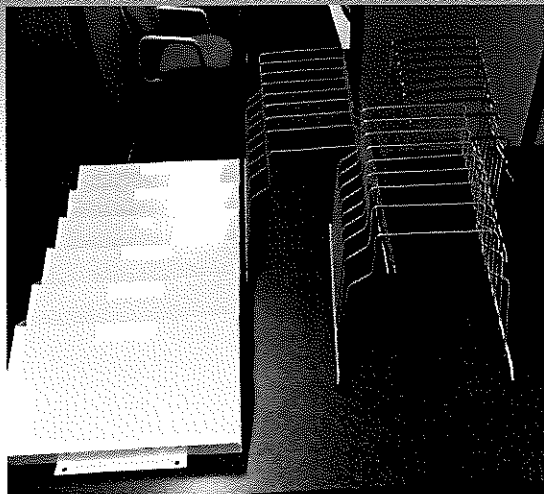
Planning

Date:

May 15, 2019

003

### Office Supplies



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
3				wire racks
1				hanging file holder

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Sharon Coffman

Title: Office Manager

Phone Number 513-695-1224

Location of Item: Regional Planning Commission

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.





# Warren County Facilities Management

GovDeals

TEL19029

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

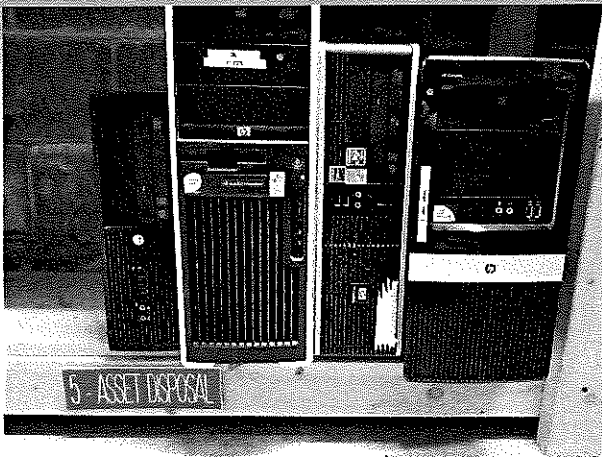
Telecommunications

Date:

May 16, 2019

029

### HP Work Station/HP Compaqdx2400/dc5750/Pro4300



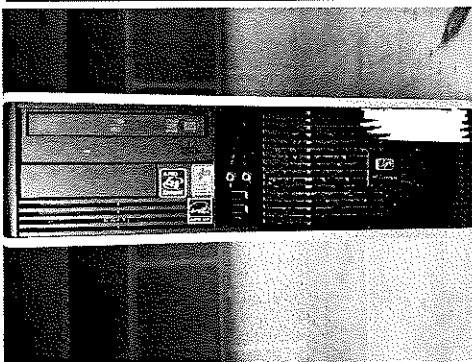
Select Item Type

Lot of Multiple Items

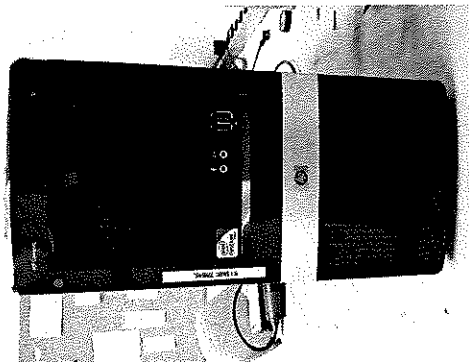
Qty	Brand	Model	Working Condition Y/N	Description
1	HP	xw4400	UNK	CAC8010008
1	HP	dx2400	UNK	MXL9361D6D
1	HP	dc5750	UNK	MXL7360L1W
1	HP	PRO4300	UNK	2UA3160RDO

Additional Comments

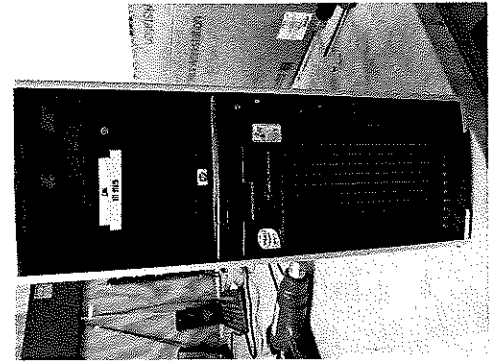
1 - HP Work Station: xw4400, 1 HP Compaq dx2400, 1 HP compaq dc5750 Small form factor and 1 HP compaq Pro4300 Small form factor



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr, Telecom, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Resolution

Number 19-0660

Adopted Date May 28, 2019

## ACKNOWLEDGE PAYMENT OF BILLS


BE IT RESOLVED, to acknowledge payment of bills from 5/21/19 and 5/23/19 as attached hereto and made a part hereof.

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Auditor



# Resolution

Number 19-0661

Adopted Date May 28, 2019

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH M/I HOMES OF CINCINNATI, LLC FOR RIVERCREST, SECTION 2 SITUATED IN HAMILTON TOWNSHIP

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

## SECURITY RELEASE

Bond Number	:	16-012 (W/S)
Development	:	Rivercrest Subdivision, Section 2
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$7,570.83
Surety Company	:	Berkley Insurance Company

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd. #100, Cincinnati OH 45249  
Berkley Insurance Company, 475 Steamboat Rd., Greenwich, CT 06830  
Water/Sewer (file)  
Bond Agreement file

# Resolution

Number 19-0662

Adopted Date May 28, 2019

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE FOR M/I HOMES OF CINCINNATI, LLC FOR RIVERCREST SECTION THREE, PHASE B SITUATED IN HAMILTON TOWNSHIP

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

## RELEASE

Bond Number	:	16-017 (W/S)
Development	:	Rivercrest Section Three, Phase B
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$7,323.57
Surety Company	:	Argonaut Insurance Company (SUR0035905)

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Suite 100, Cincinnati OH 45249  
Argonaut Insurance Company, PO Box 469011, San Antonio TX 78246  
Water/Sewer (file)  
Bond Agreement file

# Resolution

Number 19-0663

Adopted Date May 28, 2019

ENTER INTO A SIDEWALK SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC, FOR INSTALLATION OF SIDEWALK ALONG STILLWATER DRIVE BETWEEN THE PATHWAY AND US 22/SR 3 IN RIVERCREST, SECTION ONE SITUATED IN HAMILTON TOWNSHIP

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

## SECURITY AGREEMENT

Bond Number	:	19-010 (S)
Development	:	Rivercrest, Section One – Stillwater Drive
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$20,277.40
Surety Company	:	Berkley Insurance Company (#0222652)

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

**SIDEWALKS**

Security Agreement No.

Bond #0222652 19-010 (S)

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

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain Sidewalks in Rivercrest (Along Stillwater Dr. & US 22/3C Highway) **Subdivision, Section/Phase 1** (3) (hereinafter the "Subdivision") situated in Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter the "Sidewalks"); and,

**WHEREAS**, it is estimated that the total cost of the Sidewalks is \$15,598.00 and that the Sidewalks that have yet to be completed and approved may be constructed in the sum of \$15,598.00; 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 Sidewalks to secure the performance of the construction of uncompleted or unapproved Sidewalks 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 Sidewalks after the completion of the Sidewalks and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Sidewalks as may be required between the completion and tentative acceptance of the Sidewalks 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 \$20,277.40 to secure the performance of the construction of the uncompleted or unapproved Sidewalks 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 Sidewalks.

2. The County Commissioners will, upon approval of the County Engineer of all Sidewalks in the Subdivision, tentatively accept all Sidewalks.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within One (1) years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Sidewalks 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 Sidewalks 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 Sidewalks, 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 Sidewalks 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 Sidewalks in accordance with Warren County subdivision regulations and that upon the Sidewalks 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 \$3,119.60 to secure the performance of all maintenance upon the Sidewalks 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 Sidewalks as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Sidewalks 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 Sidewalks 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 Sidewalks, 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 Sidewalks 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 Sidewalks 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 Sidewalks by the County Commissioners and upon satisfactory completion of any required maintenance upon the Sidewalks to bring the Sidewalks into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Sidewalks. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Sidewalks 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 & 4 or 8 & 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Sidewalks 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 Sidewalks or the performance of maintenance upon the same in the case of default pursuant to Items 3 & 4 or 8 & 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's Office  
Attn: County Engineer  
105 Markey Road  
Lebanon, OH 45036  
Ph. (513) 695-3336

C. To the Developer:

M/I Homes of Cincinnati, LLC

---

9349 Waterstone Blvd., Suite 100

---

Cincinnati, OH 45249

---

Ph. (513 ) 248 - 5400

---

D. To the Surety:

Berkley Insurance Company  
475 Steamboat Road  
Greenwich, CT 06830  
\_\_\_\_\_  
\_\_\_\_\_  
Ph. ( 866 ) 768 - 3534

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 from Surety 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: M. Gump

PRINTED NAME: Mania G. Gump

TITLE: VP & Assistant General Counsel

DATE: 5/23/19

**SURETY:**

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

SIGNATURE: Denise Nelson

PRINTED NAME: Denise Nelson

TITLE: Attorney-In-Fact

DATE: May 23, 2019

**[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 19-0663, dated 5/28/19.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: \_\_\_\_\_

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 5/28/19

RECOMMENDED BY:

By: \_\_\_\_\_

Neil F. Tunison / Kue  
**COUNTY ENGINEER**

APPROVED AS TO FORM:

By: \_\_\_\_\_

Kathy Auler  
**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



# Resolution

Number 19-0664

Adopted Date May 28, 2019

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN RIVERCREST, SECTION FOUR, PHASE C SITUATED IN HAMILTON 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	:	19-009 (P/S)
Development	:	Rivercrest, Section Four, Phase C
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$112,069.75
Surety Company	:	Berkley Insurance Company (Bond #0222653)

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

**STREETS AND APPURTENANCES**

Security Agreement No.

Bond #0222653 19-009 (P/S)

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

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Rivercrest Subdivision, Section/Phase 4C (3) (hereinafter the "Subdivision") situated in Hamilton (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 \$245,749.32, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$86,207.50; 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 \$112,069.75 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within One (1) years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$49,149.86 \_\_\_\_\_ to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

M/I Homes of Cincinnati, LLC

9349 Waterstone Blvd., Suite 100

Cincinnati, OH 45249

Ph. (513 ) 248 - 5400



D. To the Surety:

Berkley Insurance Company  
475 Steamboat Road  
Greenwich, CT 06830  
\_\_\_\_\_  
\_\_\_\_\_  
  
Ph. ( 866 ) 768 - 3534

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: M. Garrava

PRINTED NAME: Maria J. Garrava

TITLE: Assistant General Counsel

DATE: 5/23/19

**SURETY:**

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

SIGNATURE: Denise Nelson

PRINTED NAME: Denise Nelson

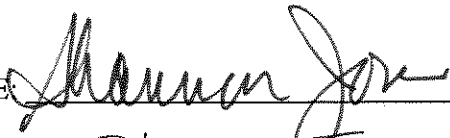
TITLE: Attorney-In-Fact

DATE: May 23, 2019

**[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 19-0664, dated 5/28/19.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 5/28/19

RECOMMENDED BY:

By:   
COUNTY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

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



# Resolution

Number 19-0665

Adopted Date May 28, 2019

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN RIVERCREST, SECTION FOUR, PHASE C SITUATED IN HAMILTON TOWNSHIP

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

## SECURITY AGREEMENT

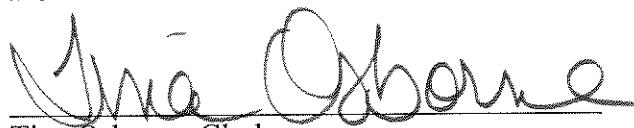
Bond Number	:	19-008 (W/S)
Development	:	Rivercrest, Section Four, Phase C
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$28,180.00
Surety Company	:	Berkley Insurance Co. (#0222651)

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Suite 100, Cincinnati OH 45249  
Berkley Insurance Company, 475 Streamboat Road, Greenwich, CT 06830  
Water/Sewer (file)  
Bond Agreement file

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

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

Bond #0222651 19-008 (wis)

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

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Rivercrest  
Subdivision, Section/Phase 4C (3) (hereinafter the "Subdivision") situated in  
Hamilton (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 \$281,800.75,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
Zero (\$0); and,

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

**NOW, THEREFORE**, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within One (1) years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$28,180.00 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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



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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

M/I Homes of Cincinnati, LLC

---

9349 Waterstone Blvd., Suite 100

---

Cincinnati, OH 45249

---

Ph. (513) \_\_\_\_\_ ) 248 \_\_\_\_\_ - 5400 \_\_\_\_\_

D. To the Surety:

Berkley Insurance Company

475 Steamboat Road

Greenwich, CT 06830

Ph. (866 ) 768 - 3534

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.**

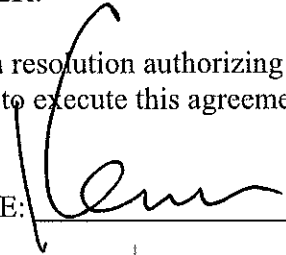
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

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:  \_\_\_\_\_

PRINTED NAME: Kevin Hake

TITLE: SVP of Finance

DATE: 5/22/19

**SURETY:**

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

SIGNATURE:  \_\_\_\_\_

PRINTED NAME: Denise Nelson

TITLE: Attorney-In-Fact

DATE: May 22, 2019

**[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 19-0665, dated 5/28/19.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 5/28/19

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  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Denise Nelson; Michael D. Ward; Deborah L. Williams; or Stephanie A. McQuillen of Huntington Insurance, Inc. of Columbus, OH* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of January, 2018.

Attest:

Berkley Insurance Company

(Seal)

By Ira S. Lederman  
Executive Vice President & Secretary

By Jeffrey M. Hafter  
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT )

COUNTY OF FAIRFIELD )

ss:

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of January, 2018, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
APRIL 30, 2019

Maria C. Rundbaken  
Notary Public, State of Connecticut.

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 22ND day of MAY, 2019

(Seal)

Vincent P. Forte  
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

# Resolution

Number 19-0666

Adopted Date May 28, 2019

## APPROVE RECORD PLAT

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

- Rivercrest Section Four Phase C– Hamilton Township

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC

# Resolution

Number 19-0667

Adopted Date May 28, 2019

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 2019 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:

\$73,500.00	from	#11011112-5748	(Commissioners Transfers - CSEA)
	into	#2263 49000	(CSEA - County Share)

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

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

Resolution adopted this 28th day of May 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Operational Transfer file  
CSEA (file)  
OMB

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

# Resolution

Number 19-0668

Adopted Date May 28, 2019

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO CHILDREN SERVICES FUND #2273

WHEREAS, the Warren County Children Services has requested that the first and second quarters of their 2019 local share be transferred into the Children Services Fund #273; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer:

\$1,418,392.00	from	#11011112-5749	(Commissioners Grants - Children Services)
	into	#2273-49000	(Children Services - Operating Transfers)

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓  
Operational Transfer file  
Children Services (file)  
OMB



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0669

Adopted Date May 28, 2019

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

BE IT RESOLVED, to approve the following supplemental appropriation:

\$10,000.00 into 22892326-AAEXPENSE 22891224-5400 (Purchased Services)

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental Adjustment file  
Common Pleas (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0670

Adopted Date May 28, 2019

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO COMMON PLEAS COURT  
COMMUNITY BASED CORRECTIONS FUND #2289

BE IT RESOLVED, to approve the following supplemental adjustment:

\$500.00 into 22892326-AAEXPENSE 22891224-5850 (Training-Education)

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental Adjustment file  
Common Pleas (file)

# Resolution

Number 19-0671

Adopted Date May 28, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO FAIRGROUNDS CONSTRUCTION  
PROJECT FUND #4498

BE IT RESOLVED, to approve the following supplemental appropriation:


\$3,008.00 into BUDGET-BUDGET 44983740-5320 (Capital Projects)

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental Appropriation file  
Fairgrounds (file)  
T Zindel

# Resolution

Number 19-0672

Adopted Date May 28, 2019

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 Robert Anson and Andrew Jackson former employee of Emergency Services:

\$9,544.00      from    #11011110-5882      (Commissioners - Vacation Leave Payout)  
                         into    #11012850-5882      (Emergency Services - Vacation Leave Payout)

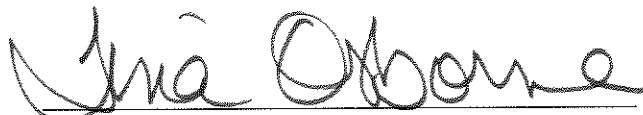
\$9,216.00      from    #11011110-5881      (Commissioners - Sick Leave Payout)  
                         into    #11012850-5881      (Emergency Services - Sick Leave Payout)

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

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

Resolution adopted this 28th day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 19-0673

Adopted Date May 28, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #11012812

BE IT RESOLVED, to approve the following appropriation adjustment:


\$20,383.23	from	#11012812-5317	(Non-Capital Purchases)
	into	#11012812-5321	(Capital purchases needing Data Board Approval)

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 19-0674

Adopted Date May 28, 2019

## APPROVE APPROPRIATION ADJUSTMENT WITHIN COMPREHENSIVE OPIOID ABUSE PROGRAM (COAP) FUND #2251

BE IT RESOLVED, in order to process vouchers with the appropriate object code, it is necessary to approve the following appropriation adjustment:

\$1,000.00	from	#22511111-5102	(Reg Salaries)
	into	#22511111-5940	(Travel)

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor   
Appropriation Adj. file  
Transit (file)

# Resolution

Number 19-0675

Adopted Date May 28, 2019

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

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 8,000.00 from 22892327-AAEXPENSE 22891224-5850 (Training-Education)  
into 22892327-AAEXPENSE 22891224-5400 (Purchased Services)

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0676

Adopted Date May 28, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN TRANSIT FUND #22997000

BE IT RESOLVED, in order to process vouchers with the appropriate object code, it is necessary to approve the following appropriation adjustment:

\$1,000.00      from    #22997000-5400      (Purchased Services)  
                         into    #22997000-5940      (Travel)

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor              
Appropriation Adj. file  
Transit (file)



# Resolution

Number 19-0677

Adopted Date May 28, 2019

DECLARE THE NECESSITY TO RENEW A LEVY OF TAX IN EXCESS OF THE TEN MILL LIMITATION

WHEREAS, the amount of taxes which may be raised within the ten mill limitation will be insufficient to provide an adequate amount for the necessary requirements of the Warren County Combined Health District; and

NOW THEREFORE BE IT RESOLVED, by this Board of Warren County Commissioners, two-thirds of all members elected thereto concurring, that it is necessary to levy a tax in excess of the ten mill limitation pursuant to Ohio Revised Code Sections 3709.29 and 5705.191 for the benefit of the Warren County Combined Health District, for the purpose of providing the Warren County Combined Health District with sufficient funds to carry out its health programs and to supplement the general fund of the Warren County Combined Health District for the purpose of making appropriations to carry out its health programs within the Health District and that this is a renewal of an existing tax at a rate not to exceed five-tenths (0.5) mills on each one dollar (\$1.00) of valuation being five cents (\$0.05) on each one hundred dollars (\$100.00) of tax valuation of the taxable property within the Warren County Combined Health District for a period of ten years beginning with the tax year 2020 and that the tax rate proposed herein is the same as the tax rate of the existing levy, to be collected in tax year 2021; and

BE IT THEREFORE RESOLVED, that said levy be placed upon the tax list of the current year in compliance with Ohio Revised Code Section 5705.34 if a majority of the electors voting therefore vote in favor thereof, and

BE IT THEREFORE RESOLVED, that the Clerk of Board of Warren County Commissioners be, and hereby is, directed to certify a copy of this Resolution to the Board of Elections of Warren County, Ohio, immediately after its adoption but not less than 90 days prior to the general election to be held on the 5<sup>th</sup> day of November 2019 and to notify said Board of Elections to cause notice of the election on the question of levying said tax to be given by law.

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Board of Elections (certified) (file)  
Auditor's Office (M. Nolan, D. Gray, B. Quillen)  
Adam Nice  
Health Department (file)

# Resolution

Number 19-0678

Adopted Date May 28, 2019

## APPROVE APPOINTMENT TO THE WARREN COUNTY PORT AUTHORITY

WHEREAS, Dave Bolton desires to resign his board position on the Warren County Port Authority expiring on March 6, 2023; and

WHEREAS, this Board desires to fill one (1) appointment for the time remaining on the term; and

NOW THEREFORE BE IT RESOLVED, to approve the following appointment to the Warren County Port Authority:

### Appointment

James S. Wolfe  
Director, Corporate Planner  
ADVICS North America  
4842 White Blossom Blvd.  
Mason, OH 45040  
(513) 492-9066

term to expire on March 6, 2023

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Port Authority (file)  
Appointment file  
Appointee  
L. Lander

# Resolution

Number 19-0680

Adopted Date May 28, 2019

## APPROVE WITH CONDITIONS THE SITE PLAN APPLICATION OF BOARD OF GATES INVESTMENT LLC IN FRANKLIN TOWNSHIP

**WHEREAS**, an Application for Site Plan Review (“Application”) was filed with the Zoning Department on April 3, 2019, by property owners, Gates Investment, LLC (“Owner”), and their agent, Nicholas Kosing (“Agent”), or jointly referred to as “Applicant”, relating to the property located at 9762 N. Dixie Highway, that consists of .878 acres, identified as Parcel # 04-27-152-002 and #04-27-152-003 in Franklin Township, Warren County, Ohio (“the Site”); and,

**WHEREAS**, the Application was supported by filings in accordance with Section 1.303.3 (C) of the Warren County Rural Zoning Code (“Zoning Code”) including:

- The Application for Site Plan Review;
- Drawings marked Dixie Site Plan
- A List of Property Owners With-In 500 Feet of Property Lines;
- An Authorization of Agent by Owner(s);
- A Temporary License/Right of Entry for Posting Sign; and,

**WHEREAS**, the Site Plan drawing provides details and illustrates the proposed used car lot on two parcels with office space, storage, 2 garages (for 3 cars), 14 vehicle inventory spaces and 4 parking spaces.; and

**WHEREAS**, the said Application was assigned Case # 102-2019 and in accordance with Zoning Code Section 1.303.3 (C), the Zoning Inspector, Mike Yetter (“Zoning Inspector”) posted a sign on the Site on April 18, 2019, stating the property is the subject of a public process and where to obtain additional information about the public process; and,

**WHEREAS**, the Board scheduled the Application for a quasi-judicial hearing on May 21, 2019 and continue again to this 28<sup>th</sup> day of May 2019; and

**WHEREAS**, in accordance with Zoning Code Section 1.303.3 (C), the Zoning Inspector mailed written notice, by first class mail, on May 1, 2019, being more than ten (10) days prior to the scheduled hearing, describing the Application, enclosing the Order and Rules for how the Board would conduct the hearing, giving notice of the date, time and place of the hearing, and providing an internet link to view the Site Plan to: all owners of property within five hundred (500) feet from the property lines of the Site by regular U.S. mail, as well to the Applicant and the Agent by certified mail; and,

**WHEREAS**, the hearing was reopened on May 28, 2019, and the Board requested the Zoning Inspector to identify: 1) the applicant and the agent; 2) the township where the Site is located; 3) the size of the Site; 4) the Site’s current zoning designation on the official zoning map; 5) the existing land uses of the Site; 6) the designation of the Site on the Future Land Use Map; 7) each document the Applicant filed in support of the Application; 8) whether the Applicant had complied with the application requirements in Article 1, Section 1.303.3 and the review process requirements in Article 1, Section 1.303.5 of the Zoning Code; and, 9) any comments, deficiencies, problems, concerns or recommendations the Zoning Inspector had based

on his review and communications he had with any other authorities or departments from which the Zoning Inspector solicited comments; and,

**WHEREAS**, after considering all of the testimony and evidence weighing and balancing the Review Criteria from the Zoning Code applicable to the Site Plan including but not limited to Section 1.303.1 and 1.303.6, the Board finds that Applicant presented substantial, reliable and probative evidence into the Record that requires conditional approval of the Site Plan Application.

**NOW THEREFORE BE IT RESOLVED**, the Site Plan Application of Gates Investments, LLC is hereby APPROVED; and

**BE IT FURTHER RESOLVED** that the said conditional approval is contingent upon the development and operation of the Site fully and continuously complying with all of the following conditions:

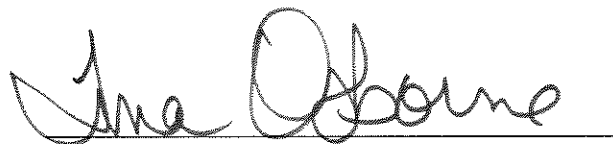
1. Signage shall comply with Warren County Zoning Code Article 3, Chapter 6;
2. All exterior lighting shall meet the requirements of Zoning Code Article 3, Chapter 5;
3. A Flood Development Permit is required if any additions to the existing structure or site improvements such as gravel, blacktop, and light poles are needed.
4. The right-of-way is the jurisdiction of the City of Franklin and they are stating that sixty-six (66) feet of right of way is adequate and the vehicle placement shall follow the proposed site plan.
5. Rear access to be maintained for the dwelling to the rear of the property for the north side;
6. No inventory shall be parked in the right-of-way.
7. The vehicle inventory is limited to the existing paved area

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

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

Resolution adopted this 28<sup>th</sup> day of May 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/to

cc: Site/Plat file  
RZC  
RPC