

Resolution

Number 19-0945

Adopted Date July 23, 2019

HIRE KAYLA CREECH, UNIT SUPPORT WORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Kayla Creech within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #2, \$12.68 per hour, under the Warren County Job and Family Services compensation plan, effective August 12, 2019, subject a negative drug screen, background check and a 365 day probationary period.

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

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

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

Resolution

Number 19-0946

Adopted Date July 23, 2019

HIRE DOMINIQUE POWELL-SAILYKHAN, UNIT SUPPORT WORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION


BE IT RESOLVED, to hire Dominique Powell-Saidykhan within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #2, \$12.68 per hour, under the Warren County Job and Family Services compensation plan, effective August 12, 2019, subject a negative drug screen, background check and a 365 day probationary period.

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

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

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Human Services (file)
D. Powell-Saidykhan's Personnel file
OMB – Sue Spencer

Resolution

Number 19-0947

Adopted Date July 23, 2019

HIRE KELLY NAPIER, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Kelly Napier within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$14.92 per hour, under the Warren County Job and Family Services compensation plan, effective August 12, 2019, subject a negative drug screen, background check and a 365 day probationary period.

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

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

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

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

Resolution

Number 19-0948

Adopted Date July 23, 2019

HIRE IRINA BOOHER, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Irina Booher within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$14.92 per hour, under the Warren County Job and Family Services compensation plan, effective August 12, 2019, subject a negative drug screen, background check and a 365 day probationary period.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Human Services (file)
Irina Booher's Personnel file
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0949

Adopted Date July 23, 2019

AMEND RESOLUTION #19-0853, APPROVING THE HIRE OF DAVID HOUSE AS FISCAL COORDINATOR WITHIN OHIO MEANS JOBS OF WARREN COUNTY

WHEREAS, pursuant to Resolution #19-0853, adopted July 9, 2019 this Board approved the hire of David House to the position of Fiscal Coordinator with an effective start date of July 29, 2019; and

WHEREAS, Mr. House notified OMJ Director that he is able to start July 24, 2019; and

NOW THEREFORE BE IT RESOLVED, to amend resolution #09-0853, adopted July 9, 2019 the change the start date for David House to July 24, 2019.

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

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

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: D. House's Personnel file
OhioMeansJobs (file)
OMB-Sue Spencer

Resolution

Number 19-0950

Adopted Date July 23, 2019

APPROVE AND ENTER INTO CONTRACT WITH MENTAL HEALTH RECOVERY SERVICES OF WARREN AND CLINTON COUNTIES, ON BEHALF OF THE WARREN COUNTY JAIL REGARDING PSYCHIATRIC SERVICES

BE IT RESOLVED, to approve and enter into contract with Mental Health Recovery Services of Warren and Clinton Counties, 212 Cook Road, Lebanon, Ohio 45036, for grant funds for psychiatric services for the Warren County Jail; as attached hereto and made a part hereof; and


BE IT FURTHER RESOLVED, that this contract shall remain in full force and effect for a term of one (1) year beginning on July 1, 2019, and ending on June 30, 2020.

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

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

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Mental Health Recovery Services of Warren and Clinton Counties
Sheriff (file)

Service Agreement

This Service Agreement is entered into by and between Mental Health Recovery Services of Warren and Clinton Counties ("MHRS"), located at 212 Cook Road, Lebanon, OH 45036, and the Warren County Sheriff's Office ("WCSO"), located at 822 Memorial Dr., Lebanon, OH 45036, collectively "the parties."

WHEREAS, MHRS is the local alcohol, drug addiction, and mental health services board that plans, funds, monitors, and evaluates services to promote addiction and mental health treatment and recovery; and,

WHEREAS, MHRS provides grant funds to WCSO for the purpose of providing psychiatric services to inmates housed in the Warren County Jail who are in need of psychiatric medication, assessment services, community linkage services, general mental health services and maintenance of psychiatric medications; and,

WHEREAS, MHRS has consented to allow WCSO to subcontract with a provider of its choosing for the provision of such services;

NOW THEREFORE, the parties set forth the following service agreement, setting forth the mutual promises and responsibilities herein:

Overview and Services to be Provided

MHRS agrees to provide grant funds to WCSO, for the provision of mental health services and psychiatric services to inmates housed in the Warren County Jail.

WCSO agrees to subcontract for the provision of such psychiatric services, to be provided on a regular basis.

Psychiatric services include, but are not limited to, assessment, evaluation, medication management, and other services as determined by subcontractor to be clinically appropriate.

Professional Qualifications and Conduct

WCSO agrees to require appropriate licenses and/or professional certifications of the subcontractor for psychiatric services that are necessary to perform the services required by this Agreement. WCSO shall require subcontractor to conform to high professional standards of work and business ethics in rendering the services described under this Agreement.

WCSO agrees to secure from any subcontractor, certification that he/she is not suspended, debarred, or declared ineligible from entering into contracts with any department or agency of the Federal Government, or in receipt of a notice of proposed debarment or suspension.

If WCSO becomes aware of such event, WCSO agrees to provide immediate notice to MHRS if a subcontractor becomes suspended, debarred, or declared ineligible by any department or other agency of the Federal Government.

Provision of Grant Funds and Reporting Requirements

The maximum amount payable for services provided under this Service Agreement is \$152,000 to be paid in quarterly increments, up to \$38,000 per quarter. (\$30,000 for Physician services and \$122,000 for Boundary Spanner and Correction Case Manager Services).

WCSO agrees to provide quarterly documentation of the hours of psychiatric services for which WCSO has subcontracted that quarter, in the form of a billing invoice for the payment of services. Billing invoices shall be submitted by WCSO to MHRS at the end of each quarter.

MHRS agrees to make payment to WCSO within 30 days of receipt of the invoice. Invoices must be submitted to MHRS, 212 Cook Road, Lebanon, OH 45036, Attn: Karen Robinson, and should include the information listed in the table below:

<input type="checkbox"/> Billing Code	<input type="checkbox"/> Name of Code	<input type="checkbox"/> Rate/Cost Per Unit	<input type="checkbox"/> Total Cost	<input type="checkbox"/> Billing Notes
BH Services - Miscellaneous	MH-Jail (BS/CM)	\$30,500/qtr	\$122,000	Quarterly invoice
	MH-Jail (Doc Time)	\$7,500/qtr	\$30,000	Quarterly invoice

MHRS reserves the right to retain any funds for which billing documentation is not provided.

Term

The Agreement term shall commence on July 1, 2019 and shall remain in effect until June 30, 2020, unless terminated earlier by agreement of the parties. Either party may terminate the agreement with 60 days' notice to the other party, in accordance with the Breach of Agreement provisions set forth herein, or in the event of any change that effectively removes WCSO from having control over the provision of psychiatric services in the Warren County Jail.

Audit

All funds which the WCSO receives hereunder shall be subject to financial and compliance audits in accordance with state and federal requirements. In the event of a state or federal audit of the WCSO, WCSO shall submit to MHRS the letter reporting any audit findings pertinent to provision of grant funds under this Agreement, and, at the request of MHRS, WCSO shall provide a certified copy of the audit report. WCSO agrees to meet with the auditor and MHRS upon completion of the audit for the purposes of receiving and reviewing the audit reports. WCSO agrees to make such modifications to its financial records and record-keeping processes, in a timely manner, as may be recommended by the auditor and thereafter required by MHRS.

Investigation of Abuse and Neglect

In accordance with applicable law, the Client Rights Officer of MHRS or his/her designee may obtain access to information with prior written notice, including access to subcontractor staff, and individual records in the possession of WCSO, when such information is reasonably related to allegations of abuse or neglect of an inmate by the subcontractor staff and not protected from

disclosure by other applicable law. This investigation may be delegated to WCSO or other appropriate agency to complete.

Nondisclosure of Confidential Information

WCSO agrees to comply with all applicable state and federal laws relating to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), with regard to information in its possession. WCSO further agrees to enter into business associate agreements designed to comply with such confidentiality laws with any subcontractors performing the services described in this Agreement.

The requirements of this section shall survive the termination or expiration of this Agreement.

Public Records

Notwithstanding provisions of the Agreement relating to confidentiality, this Agreement is a matter of public record under Ohio public records law. By entering into this Agreement, the parties acknowledge and understand that records maintained by WCSO pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law.

If any information or records request, including but not limited to, a request by federal or state regulatory agencies having jurisdiction over the subject matter of this Agreement is made, WCSO shall notify MHRS of the request.

Equal Opportunity

WCSO agrees to comply with applicable state, federal, and civil rights laws, including nondiscrimination laws, relating to hiring and employment in selecting the subcontractor to provide the services described in this Agreement.

Autonomy

MHRS recognizes WCSO as an independent contractor fully autonomous, retaining the ultimate responsibility for the services rendered under this Agreement. MHRS recognizes that WCSO has full and sole authority to determine its governing structure and full and sole authority to select the subcontractor for the purposes of this agreement. This Agreement shall not be interpreted or construed to create an association, agency, employment, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

Responsible Party

Each party to this Agreement agrees to accept and be responsible for its own acts or omissions, as well as the authorized acts or omissions of its employees, directors, officers, subcontractors, agents, or other members of its workforce, in complying with the terms of this Agreement. Nothing in this Agreement shall be interpreted to place any such responsibility for professional acts or omissions onto the other party. All losses, costs, or damages which may

occur or be claimed with respect to any person or persons, corporation, property or chattels resulting from activities of either party pursuant to this Agreement shall be the responsibility of that Party as such liabilities may be determined by a court of law or pursuant to any other appropriate procedures. Such obligations shall survive the expiration or termination of this Agreement.

Breach of Agreement

In the event of a breach of this Agreement by WCSO and failure to cure such breach within 60 days of MHRS providing notice of the breach to WCSO, MHRS, in its sole discretion, may discontinue funding further services under this Agreement, and terminate this Agreement as of an effective date determined by MHRS. Upon such termination, MHRS shall have the right to use funds remaining under this Agreement in any way it deems appropriate and WCSO shall not be entitled to receive any further payment under this Agreement, except for reimbursement of services provided prior to the effective date of the termination, not yet compensated by MHRS.

Conflicts of Interest

The parties acknowledge that as of the signing of this Agreement, neither is aware of any conflict of interest between them in relation to the services to be provided. In the event that either party becomes aware of a conflict of interest, such party shall provide written notice to the other within two (2) working days. The parties will use reasonable and good faith efforts to obtain a mutually agreeable resolution to the conflict in accordance with applicable legal requirements.

Compliance with Applicable Law

The parties agree to perform their respective obligations under this Agreement in accordance with all applicable federal, state and local laws and requirements.

Governing Law

This Agreement and all matters relating to the validity, performance, interpretation and construction of this Agreement, or the breach thereof, shall be governed by the laws of the State of Ohio.

Dispute Resolution

The parties shall employ their best efforts to resolve any dispute or disagreements regarding the subject matter of this Agreement. The parties shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Engaging in such negotiations to resolve such disputes or disagreements does not preclude either party from taking any action available under applicable law to protect its rights.

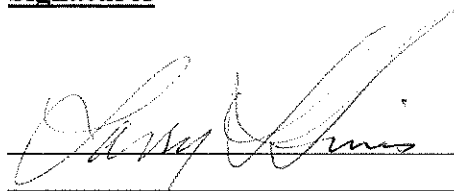
Waiver

Waiver by a party of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances, shall not be deemed to be or construed as a further or continuing waiver of any such provision, or as a waiver of any other provision of the Agreement. The failure of any party at any time to require performance of any provision of this Agreement shall in no manner affect such party's right to enforce the same at a later time.

Entire Agreement/ Amendments

It is acknowledged by the parties that this Agreement, together with all parts incorporated herein by reference or attachment hereto, represents the entire Agreement between the parties and supersedes any and all previous written or oral Agreements between the parties concerning the subject matter of this Agreement. The Agreement may be amended only with a written amendment signed by both parties.

Signatures

 7-2-19

Larry Sims, Sheriff
Warren County Sheriff's Office

Date

 7/8/19

Colleen Chamberlain, Executive Director
Mental Health Recovery Services of Warren and Clinton Counties

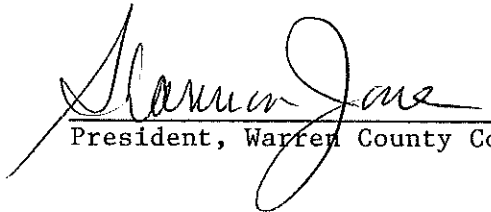
Date

Approved as to Form

By:



Assistant Prosecuting Attorney

 7/23/19
President, Warren County Commissioners

Final Review - For Internal Use Only:

<input checked="" type="checkbox"/> Originator CC	<input checked="" type="checkbox"/> Fiscal Review	<input checked="" type="checkbox"/> Administrative
Date 3/22/19	Date 4/3/19 KTR	Date 4/17/19 CC

Resolution

Number 19-0951

Adopted Date July 23, 2019

APPROVE AGREEMENT AND ADDENDUM WITH HOPE HAVEN FOR GIRLS AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

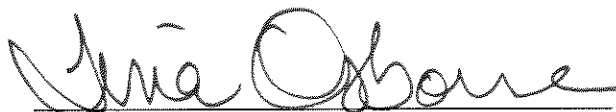
BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Hope Haven for Girls, on behalf of Warren County Children Services, for calendar year 2019, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a—Hope Haven for Girls
Children Services (file)

RECEIVED
MAY 20 2009
D.F.C.S.

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."

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

and

Provider Hope Haven for Girls		
Street/Mailing Address 4261 Wolf Rd		
City Dayton	State OH	Zip Code 45416

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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:
- Absent Without Leave (AWOL)
 - Child Alleging Physical or Sexual Abuse / Neglect
 - Death of Child
 - Illicit drug / alcohol use; Abuse of medication or toxic substance
 - Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital.
 - Perpetrator of Delinquent / Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors)
 - School Expulsion / Suspension (formal action by school)
 - Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER)
 - 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:
- The filing of any law enforcement report involving the child
 - 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

Hope Haven for Girls
4261 Wolf Rd
Dayton OH 45416

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(I) as follows:
 - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions 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.

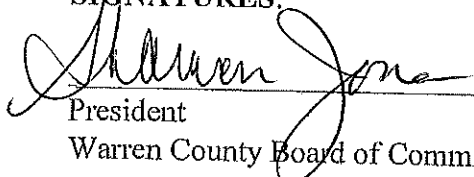
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: <u>Shanika Williams</u>	Date <u>4.30.19</u>
Printed Name Hope Haven for Girls	
Agency: <u>Warren County</u>	
Printed Name Warren County Children Services	Date <u>5/24/19</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 19-0951, dated 7/23/19.

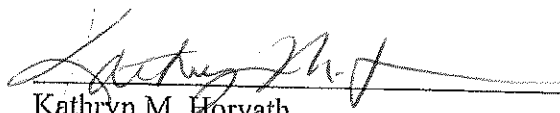
SIGNATURES:



President
Warren County Board of Commissioners
7/23/19

Date

Approved as to Form:



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

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

hereinafter "Provider," whose address is:

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

and

Provider Hope Haven for Girls		
Street/Mailing Address 4261 Wolf Rd		
City Dayton	State OH	Zip Code 45416

Contract ID : 18226426

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 : Warren County Children Services
 Run Date: 03/05/2019
 Provider / ID : Hope Haven for Girls/ 14945306
 Contract Period : 04/01/2019 - 04/30/2020
 Cost/Amendment Period :04/01/2019 -

Service Description	Service ID	Person ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Group Home	5509663			\$20.59	\$154.41							\$175.00	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 19-0951, dated 7/23/19, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners

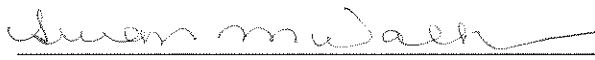
Date 7/23/19



Provider

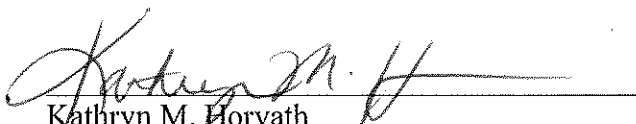
Date 4-1-19

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 C. Dungey, Director

June 19, 2018
REVISED

Sharita Williams, Board President
527 N. Williams St.
Dayton, OH 45402

RE: Issuance of an Amended Two-Year Certificate to Perform Specific Functions to: Hope Haven for Girls, 5150 Denlinger Road, Dayton, OH 45426 (Amendment – Study ID# 81788)

Dear Ms. Williams:

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing an amended 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 amended certificate that is in effect from **June 19, 2018 through November 23, 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 Group Home, with a capacity of six Female children from 11 to 18 years of age and, if mentally or physically handicapped, persons under 21 years of age, known as:

Hope Haven for Girls
5150 Denlinger Rd.
Dayton, OH 45426

To operate a Group Home, with a capacity of five Female children from 11 to 18 years of age and, if mentally or physically handicapped, persons under 21 years of age, known as:

Hope Haven for Girls II
4350 Honeybrook Ave.
Dayton, OH 45415

The amendment reflects the following change(s):

- Relocating a group home.

If you have any questions, please contact Deirdre Grennan at the Dayton Field Office, 6680 Poe Ave., Suite 350, Dayton, OH 45414, by phone at (937) 264-5739, or e-mail Deirdre.Grennan@jfs.ohio.gov.

Sincerely,

Carla K. Carpenter
Deputy Director
Office of Families and Children

Enclosure

c: Terrence Williams, Administrator
Lakeisha Hilton, OFC
Gina Velotta, OFC
Deirdre Grennan, OFC
File

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

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

**John R. Kasich
Governor**

This is to Certify that

**HOPE HAVEN FOR GIRLS
5150 DENLINGER ROAD
DAYTON, OHIO 45426
(AMENDMENT- STUDY# 81788)**

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)

This certificate is effective From June 19, 2018 To November 23, 2019

Temporary certificate expiration date To _____

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



AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF Warren

I, Sharita Williams, holding the title and position of Director at the firm Hope Haven for Girls, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

Sharita Williams

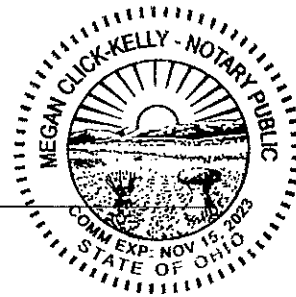
AFFIANT

Subscribed and sworn to before me this 8th day of July 2019

Megan Click-Kelly
(Notary Public),

Warren County.

My commission expires Nov. 15 2023



RECEIVED

NOV 10 2019

W.C.C.S.

Resolution

Number 19-0952

Adopted Date July 23, 2019

APPROVE VARIOUS MEMORANDUM OF UNDERSTANDING AGREEMENTS
RELATIVE TO ELECTRONIC MONITORING SERVICES TO VARIOUS COURTS WITHIN
WARREN COUNTY

BE IT RESOLVED, to approve Memorandum of Understanding with the following courts
relative to electronic monitoring services provided by Community Corrections of Warren
County; copy attached hereto and made a part hereof:

1. Warren County Court
2. Lebanon Municipal Court
3. Warren County Juvenile Court
4. Franklin Municipal Court
5. Mason Municipal Court

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

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

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

tao/

cc: Community Corrections (file)
C/A-- Warren County Court
Lebanon Municipal Court
Warren County Juvenile Court
Franklin Municipal Court
Mason Municipal Court

MEMORANDUM OF UNDERSTANDING

For Warren County Common Pleas Court and Warren County Juvenile Court

AGREEMENT

This Agreement is made on the date set out between Juvenile Court of Warren County, Ohio, and Community Corrections of Warren County, Ohio.

Warren County Common Pleas Court (Community Corrections) is authorized by Warren County Juvenile Court to serve as Probation Officers for its court ordered clients referred to Community Corrections for work release and electronic monitoring.

This memorandum of understanding supplants any previous understanding or agreement between Juvenile Court and Community Corrections of Warren County and will be reviewed annually by agency and department heads.

1. **Time and Performance**

- Agreement with both agencies will commence on **July 1, 2019** and shall be reviewed for content if requested by either part. Changes will be made through attachments or addendums. Every two years the attached terms and conditions will be reviewed, updated and distributed to all parties.
- This agreement may be extended by the authorization and agreement of both departments or updated and amended in which a new agreement and Memorandum will be discussed at the start of each fiscal year.

2. **Requirements of Community Corrections**

- Business Hours will be Monday through Friday 8:00 AM to 4:30 PM.
- Community Corrections will monitor, track and maintain client case load information.
- Community Corrections will provide detailed reports on the status of a client's progress throughout the program.
- Community Corrections will conduct work site visits and home visits and utilize the "notification process form."
- Community Corrections will monitor clients on a 24 hour, 365 day basis.
- Community Corrections will determine the appropriate level of staffing patterns, and ensure compliance of electronic monitoring.
- Community Corrections will determine the level of response when a client is ordered taken into custody based on the following: the case status, offense, concerns/issues, referring courts recommendation, and supervisor's recommendation.
- Community Corrections can change a monitor based on an inability of the referred client to maintain phone, power, and residence.
- Community Corrections will keep and maintain a spreadsheet with the total amount of drug tests administered and results of all courtesy drug testing.

3. **Requirements of Warren County Court**

- Warren County Juvenile Court will complete a Community Corrections referral form for any request to place a client onto Electronic Monitoring or Work Release.
 - The referral must indicate the referral date, case number, clients name, current address, phone number(s), city, state, zip code, monitor or program recommendation, case status, charges, bind over status, and complete victim information and specific special conditions.
- Warren County Juvenile Court may complete and provide any assessment tool utilized for all pre-trial and probationary clients. Once trained with the OYAS tool, Juvenile Court will provide the OYAS tool for probationary clients. (Referrals to Talbert House, Mental Health, CIP, drug testing, etc. when applicable).
- Warren County Juvenile Court will instruct all walk-in clients to immediately contact 513-695-2300 and to proceed to Community Corrections for installation.
- Any walk-in clients after 3:30 PM will be designated to report the following business day or to report to a designated area in the Warren County Jail for equipment installations.

designated area in the Warren County Jail for equipment installations.

- Any court orders after 3:00 PM received by e-mail or fax while the client is still in custody will remain in custody until the following business day.

Drug Testing

- Warren County Juvenile Court is responsible for the drug testing of clients referred for placement into Community Corrections that are not on the bind over process.
 - Drug testing by Community Corrections based on reasonable suspicion.
- Warren County Juvenile Court and/or the client will be financially responsible for all drug testing fees that occur through Community Corrections.
- Courtesy drug testing requested by Warren County Juvenile Court will be billed to Warren County Juvenile Court at a rate of \$20.00 per screen and will be billed at cost for all laboratory confirmations.

4. Compensation and Method of Payment

- Method of Payment: Community Corrections will bill each client individually and determine what amount the client must pay based on equipment and the ability to make payment. Determination of court pay clients will be made based on the client's court status with the referring court, court order, or inability to make the required monitoring payments. Courts with clients designated to be "court pay/bill the court" will be billed at the end of each month for monitor and amounts owed.
- Community Corrections will not hold any debt greater than \$200.00 for each supervised client. Once the debt of \$200.00 is exceeded, a report will be generated to the referring court. On time and in full payments are mandatory requirements of maintaining compliance on any assigned monitor/program.
- Juvenile Court will instruct all clients placed on any type of monitor that all fees must be paid in full at the time of equipment removal. When possible, the court entry will be updated to show paid in full.
- Owed balances of monitor costs that result from unpaid balances at the time of removal from monitoring, arrest or AWOL of a client will be held for payment from the client for 60 days. If payment in full is not received the referring agency will be billed the owed amount for payment in full. The referring agency can then collect the outstanding debt through their administrative or court proceedings.
- Warren County Juvenile Court understands and agrees that Community Corrections will determine the cost for each client on monitor. This will be determined by employment status, bond status, income, or any other means of verifiable financial income.

Type or Service	Court Costs for IDAT/IDAM/ETC
GPS General Probation/Pretrial	\$ 6.00 Daily Rate
GPS Victim Related Cases	\$ 7.50 Daily Rate
TAD RF-Curfew	\$ 10.00 Daily Rate
TAD Open Schedule	\$ 8.75 Daily Rate
Soberlink	\$ 6.50 Daily Rate
Soberlink + GPS	\$ 10.00 Daily Rate

5. Accounting / Equipment and Materials

Community Corrections of Warren County Ohio will maintain auditing of fees owed to its program. Community Corrections will maintain, select, and bid agreements with monitoring agencies and will maintain those agreements and the equipment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Warren County Representative:

Shannon Jones 7/23/19
Commissioner, Warren County Date

Warren County Juvenile Court Representative:

Ubrigano 5-23-19
Warren County Juvenile Court Date

Jennifer Burnside 5/9/19
Jennifer Burnside Date
Court Administrator
Warren County Common Pleas Court

NEED TO PRINT FORM
Kevin W. Anderson
Kevin W. Anderson
Asst. Prosec. Gen. Attorney

MEMORANDUM OF UNDERSTANDING

For Warren County Common Pleas Court and Warren County Court

AGREEMENT

This Agreement is made on the date set out between County Court of Warren County, Ohio, and Community Corrections of Warren County, Ohio.

Warren County Common Pleas Court (Community Corrections) is authorized by Warren County Court to serve as Probation Officers for its court ordered clients referred to Community Corrections for basis of work release and electronic monitoring.

This memorandum of understanding supplants any previous understanding or agreement between County Court and Community Corrections of Warren County and will be reviewed annually by agency and department heads.

1. Time and Performance

- Agreement with both agencies will commence on **July 1, 2019** and shall be reviewed for content if requested by either part. Changes will be made through attachments or addendums. Every two years the attached terms and conditions will be reviewed, updated and distributed to all parties.
- This agreement may be extended by the authorization and agreement of both departments or updated and amended in which a new agreement and Memorandum will be discussed at the start of each fiscal year.

2. Requirements of Community Corrections

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- Community Corrections will provide detailed reports on the status of a client's progress throughout the program.
- Community Corrections will conduct work site visits and home visits and utilize the "notification process form."
- Community Corrections will monitor clients on a 24 hour, 365 day basis.
- Community Corrections will determine the appropriate level of staffing patterns, and ensure compliance of electronic monitoring.
- Community Corrections will determine the level of response when a client is ordered taken into custody based on the following: the case status, offense, concerns/issues, referring courts recommendation, and supervisor's recommendation.
- Community Corrections can change a monitor based on an inability of the referred client to maintain phone, power, and residence.
- Community Corrections will keep and maintain a spreadsheet with the total amount of drug tests administered and results of all courtesy drug testing.

3. Requirements of Warren County Court

- Warren County Court will complete a Community Corrections referral form for any requests to place a client onto Electronic Monitoring or Work Release.
 - The referral must indicate the referral date, case number, clients name, current address, phone number(s), city, state, zip code, monitor or program recommendation, case status, charges, bind over status, and complete victim information and specific special conditions.
- Warren County Court may complete and provide any assessment tool utilized for all pre-trial and probationary clients. Once trained with the ORAS tool, County Court will provide the ORAS tool for probationary clients or the municipal court ORAS tool. (Referrals to Talbert House, Mental Health, CIP, Drug testing, etc, when applicable).
- Warren County Court will instruct all walk-in clients to immediately contact 513-695-2300 and to proceed to Community Corrections for installation.
- Any walk-in clients after 3:30 PM will be designated to report the following business day or to report to a designated area in the Warren County Jail for equipment installations.

- Any court orders after 3:00 PM received by e-mail or fax while the client is still in custody will remain in custody until the following business day.

Drug Testing

- Warren County Court is responsible for the drug testing of clients referred for placement into Community Corrections that are not on the bind over process.
 - Drug testing by Community Corrections based on reasonable suspicion.
- Warren County Court and/or the client will be financially responsible for all drug testing fees that occur through Community Corrections.
- Courtesy drug testing requested by Warren County Court will be billed to Warren County Court at a rate of \$20.00 per screen and will be billed at cost for all laboratory confirmations.

4. Compensation and Method of Payment

- Method of Payment: Community Corrections will bill each client individually and determine what amount the client must pay based on equipment and the ability to make payment. Determination of court-pay clients will be made based on the client’s court status with the referring court, court order, or inability to make the required monitoring payments. Courts with clients designated to be “court pay/bill the court” will be billed at the end of each month for monitor and amounts owed.
- Community Corrections will not hold any debt greater than \$200.00 for each supervised client. Once the debt of \$200.00 is exceeded, a report will be generated to the referring court. On time and in full payments are mandatory requirements of maintaining compliance on any assigned monitor/program.
- Warren County Court will instruct all clients placed on any type of monitor that all fees must be paid in full at the time of equipment removal. When possible the court entry will be updated to show paid in full.
- Owed balances of monitor costs that result from unpaid balances at the time of removal from monitoring, arrest or AWOL of a client will be held for payment from the client for 60 days. If payment in full is not received the referring agency will be billed the owed amount for payment in full. The referring agency can then collect the outstanding debt through their administrative or court proceedings.
- Warren County Court understands and agrees that Community Corrections will determine the cost for each client on monitor. This will be determined by employment status, bond status, income, or any other means of verifiable financial income.

Type or Service	Court Costs for IDAT/IDAM/ETC
GPS General Probation/Pretrial	\$ 6.00 Daily Rate
GPS Victim Related Cases	\$ 7.50 Daily Rate
TAD RF-Curfew	\$ 10.00 Daily Rate
TAD Open Schedule	\$ 8.75 Daily Rate
Soberlink	\$ 6.50 Daily Rate
Soberlink + GPS	\$ 10.00 Daily Rate

5. Accounting / Equipment and Materials

Community Corrections of Warren County, Ohio, will maintain auditing of fees owed to its program. Community Corrections will maintain, select, and bid agreements with monitoring agencies and will maintain those agreements and the equipment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Warren County Representative:

Shannon Jones 7/23/19
Commissioner, Warren County Date

Warren County Court Representative:

Suzanne L. Pley 6-4-19
Warren County Court Date

Jennifer Burnside 5/9/19
Jennifer Burnside Date
Court Administrator
Warren County Common Pleas Court

APR 11 2019
Keith W. Aub
KEITH W. AUB
Acct. Exec. of the Court

MEMORANDUM OF UNDERSTANDING

For Warren County Common Pleas Court and Franklin Municipal Court

AGREEMENT

This Agreement is made on the date set out between Franklin Municipal Court of Warren County, Ohio, and Community Corrections of Warren County, Ohio.

Warren County Common Pleas Court (Community Corrections) is authorized by Franklin Municipal Court to serve as Probation Officers for its court ordered clients referred to Community Corrections for work release and electronic monitoring.

This memorandum of understanding supplants any previous understanding or agreement between Franklin Municipal Court and Community Corrections of Warren County and will be reviewed annually by agency and department heads.

1. Time and Performance

- Agreement with both agencies will commence on **July 1, 2019** and shall be reviewed for content if requested by either part. Changes will be made through attachments or addendums. Every two years the attached terms and conditions will be reviewed, updated and distributed to all parties.
- This agreement may be extended by the authorization and agreement of both departments or updated and amended in which a new agreement and Memorandum will be discussed at the start of each fiscal year.

2. Requirements of Community Corrections

- Business Hours will be Monday through Friday 8:00 AM to 4:30 PM.
- Community Corrections will monitor, track and maintain client case load information.
- Community Corrections will provide detailed reports on the status of a client's progress throughout the program.
- Community Corrections will conduct work site visits and home visits and utilize the "notification process form."
- Community Corrections will monitor clients on a 24 hour, 365 day basis.
- Community Corrections will determine the appropriate level of staffing patterns, and ensure compliance of electronic monitoring.
- Community Corrections will determine the level of response when a client is ordered taken into custody based on the following: the case status, offense, concerns/issues, referring courts recommendation, and supervisor's recommendation.
- Community Corrections can change a monitor based on an inability of the referred client to maintain phone, power, and residence.
- Community Corrections will keep and maintain a spreadsheet with the total amount of drug tests administered and results of all courtesy drug testing.

3. Requirements of Franklin Municipal Court

- Franklin Municipal Court will complete a Community Corrections referral form for any request to place a client onto Electronic Monitoring or Work Release.
 - The referral must indicate the referral date, case number, clients name, current address, phone number(s), city, state, zip code, monitor or program recommendation, case status, charges, bind over status, and complete victim information and specific special conditions.
- Franklin Municipal Court may complete and provide any assessment tool utilized for all pre-trial and probationary clients. Once trained with the ORAS tool, Franklin Municipal Court will provide the ORAS tool for probationary clients or the municipal court ORAS tool. (Referrals to Talbert House, Mental Health, CIP, drug testing, etc. when applicable).
- Franklin Municipal Court will instruct all walk-in clients to immediately contact 513-695-2300 and to proceed to Community Corrections for installation.
- Any walk-in clients after 3:30 PM will be designated to report the following business day or to report to a

designated area in the Warren County Jail for equipment installations.

- Any court orders after 3:00 PM received by e-mail or fax while the client is still in custody will remain in custody until the following business day.

Drug Testing

- Franklin Municipal Court is responsible for the drug testing of clients referred for placement into Community Corrections that are not on the bind over process.
 - Drug testing by Community Corrections based on reasonable suspicion.
- Franklin Municipal Court and/or the client will be financially responsible for all drug testing fees that occur through Community Corrections.
- Courtesy drug testing requested by Franklin Municipal Court will be billed to Franklin Municipal Court at a rate of \$20.00 per screen and will be billed at cost for all laboratory confirmations.

4. Compensation and Method of Payment

- Method of Payment: Community Corrections will bill each client individually and determine what amount the client must pay based on equipment and the ability to make payment. Determination of court pay clients will be made based on the client's court status with the referring court, court order, or inability to make the required monitoring payments. Courts with clients designated to be (court pay/bill the court) will be billed at the end of each month for monitor and amounts owed.
- Community Corrections will not hold any debt greater than \$200.00 for each supervised client. Once the debt of \$200.00 is exceeded, a report will be generated to the referring court. On time and in full payments are mandatory requirements of maintaining compliance on any assigned monitor/program.
- Franklin Municipal Court will instruct all clients placed on any type of monitor that all fees must be paid in full at the time of equipment removal. When possible, the court entry will be updated to show paid in full.
- Owed balances of monitor costs that result from unpaid balances at the time of removal from monitoring, arrest or AWOL of a client will be held for payment from the client for 60 days. If payment in full is not received the referring agency will be billed the owed amount for payment in full. The referring agency can then collect the outstanding debt through their administrative or court proceedings.
- Franklin Municipal Court understands and agrees that Community Corrections will determine the cost for each client on monitor. This will be determined by employment status, bond status, income, or any other means of verifiable financial income.

Type or Service	Court Costs for IDAT/IDAM/ETC
GPS General Probation/Pretrial	\$ 6.00 Daily Rate
GPS Victim Related Cases	\$ 7.50 Daily Rate
TAD RF-Curfew	\$ 10.00 Daily Rate
TAD Open Schedule	\$ 8.75 Daily Rate
Soberlink	\$ 6.50 Daily Rate
Soberlink + GPS	\$ 10.00 Daily Rate

5. Accounting / Equipment and Materials

Community Corrections of Warren County Ohio will maintain auditing of fees owed to its program. Community Corrections will maintain, select, and bid agreements with monitoring agencies and will maintain those agreements and the equipment.

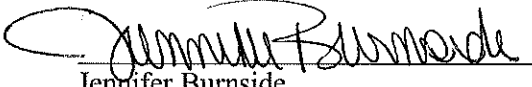
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Warren County Representative:


Commissioner, Warren County 7/23/19
Date

Franklin Municipal Court Representative:


Franklin Municipal Court 5-17-2019
Date


Jennifer Burnside 5/9/19
Date
Court Administrator
Warren County Common Pleas Court

APPROVED AS TO FORM


Keith W. Anderson
Asst. Prosecuting Attorney

MEMORANDUM OF UNDERSTANDING

For Warren County Common Pleas Court and Lebanon Municipal Court

AGREEMENT

This Agreement is made on the date set out between Lebanon Municipal Court of Warren County Ohio and Community Corrections of Warren County, Ohio.

Warren County Common Pleas Court (Community Corrections) is authorized by Lebanon Municipal Court to serve as Probation Officers for its court ordered clients referred to Community Corrections for work release and electronic monitoring.

This memorandum of understanding supplants any previous understanding or agreement between Lebanon Municipal Court and Community Corrections of Warren County and will be reviewed annually by agency and department heads.

1. Time and Performance

- Agreement with both agencies will commence on **July 1, 2019** and shall be reviewed for content if requested by either part. Changes will be made through attachments or addendums. Every two years the attached terms and conditions will be reviewed, updated and distributed to all parties.
- This agreement may be extended by the authorization and agreement of both departments or updated and amended in which a new agreement and Memorandum will be discussed at the start of each fiscal year.

2. Requirements of Community Corrections

- Business Hours will be Monday through Friday from 8:00 AM to 4:30 PM.
- Community Corrections will monitor, track, and maintain client case load information.
- Community Corrections will provide detailed reports on the status of a client's progress throughout the program.
- Community Corrections will conduct work site visits and home visits and utilize the "notification process form."
- Community Corrections will monitor clients on a 24 hour, 365 day basis.
- Community Corrections will determine the appropriate level of staffing patterns, and ensure compliance of electronic monitoring.
- Community Corrections will determine the level of response for when a client is ordered taken into custody based on the following: the case status, offense, concerns/issues, referring courts recommendation, and supervisor's recommendation.
- Community Corrections can change a monitor based on an inability of the referred client to maintain phone, power, and residence.
- Community Corrections will keep and maintain a spreadsheet with the total amount of drug tests administered and results of all courtesy drug testing.

3. Requirements of Lebanon Municipal Court

- Lebanon Municipal Court will complete a Community Corrections referral form for any request to place a client onto Electronic Monitoring or Work Release.
 - The referral must indicate the referral date, case number, clients name, current address, phone number(s), city, state, zip code, monitor or program recommendation, case status, charges, bind over status, and complete victim information and specific special conditions.
- Lebanon Municipal Court must complete and provide any assessment tool utilized for all pre-trial and probationary clients referred to Community (ORAS, Municipal Court ORAS, Referrals to Talbert House, Mental Health, CIP, drug testing, etc. when applicable).
- Lebanon Municipal Court will instruct all walk-in clients to immediately contact 513-695-2300 and to proceed to Community Corrections for installation.

- Any walk-in clients after 3:30 PM will be designated to report the following business day or to report to a designated area in the Warren County Jail for equipment installations.
- Any court orders after 3:00 PM received by e-mail or fax while the client is still in custody will remain in custody until the following business day.

Drug Testing

- Lebanon Municipal Court is responsible for the drug testing of clients referred for placement into Community Corrections that are not on the bind over process.
 - Drug testing by Community Corrections based on reasonable suspicion.
- Lebanon Municipal Court and/or the client will be financially responsible for all drug testing fees that occur through Community Corrections.
- Courtesy drug testing requested by Lebanon Municipal Court will be billed to Lebanon Municipal Court at a rate of \$20.00 per screen and will be billed at cost for all laboratory confirmations.

4. Compensation and Method of Payment

- Method of Payment: Community Corrections will bill each client individually and determine what amount the client must pay based on equipment and the ability to make payment. Determination of court pay clients will be made based on the client’s court status with the referring court, court order, or inability to make the required monitoring payments. Courts with clients designated to be (court pay/bill the court) will be billed at the end of each month for monitor and amounts owed.
- Community Corrections will not hold any debt greater than \$200.00 for each supervised client. Once the debt of \$200.00 is exceeded, a report will be generated to the referring court. On time and in full payments are mandatory requirements of maintaining compliance on any assigned monitor/program.
- Lebanon Municipal Court will instruct all clients placed on any type of monitor that all fees must be paid in full at the time of equipment removal. When possible, the court entry will be updated to show paid in full.
- Owed balances of monitor costs that result from unpaid balances at the time of removal from monitoring, arrest or AWOL of a client will be held for payment from the client for 30 days. If payment in full is not received the referring agency will be billed the owed amount for payment in full. The referring agency can then collect the outstanding debt through their administrative or court proceedings
- Lebanon Municipal Court understands and agrees that Community Corrections will determine the cost for each client on monitor. This will be determined by employment status, bond status, income, or any other means of verifiable financial income.

Type or Service	Court Costs for IDAT/IDAM/ETC
GPS General Probation/Pretrial	\$ 6.00 Daily Rate
GPS Victim Related Cases	\$ 7.50 Daily Rate
TAD RF-Curfew	\$ 10.00 Daily Rate
TAD Open Schedule	\$ 8.75 Daily Rate
Soberlink	\$ 6.50 Daily Rate
Soberlink + GPS	\$ 10.00 Daily Rate

5. Accounting / Equipment and Materials

Community Corrections of Warren County Ohio will maintain auditing of fees owed to its program. Community Corrections will maintain, select, and bid agreements with monitoring agencies and will maintain those agreements and the equipment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Warren County Representative:

Shanna Jones 7/23/19
Commissioner, Warren County Date

Lebanon Municipal Court Representative:

K. K. K... 5/23/19
Lebanon Municipal Court Date

Jennifer Burnside 5/9/19
Jennifer Burnside Date
Court Administrator
Warren County Common Pleas Court

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

REC'D
MAY 23 2019
CLERK OF COURT
WARREN COUNTY

MEMORANDUM OF UNDERSTANDING
For Warren County Common Pleas Court and Mason Municipal Court

AGREEMENT

This Agreement is made on the date set out between Mason Municipal Court of Warren County, Ohio, and Community Corrections of Warren County, Ohio.

Warren County Common Pleas Court (Community Corrections) is authorized by Mason Municipal Court to serve as Probation Officers for its court order client referred to Community Corrections for work release and electronic monitoring.

This memorandum of understanding supplants any previous understanding or agreement between Mason Municipal Court and Community Corrections of Warren County and will be reviewed annually by agency and department heads.

1. Time and Performance

- Agreement with both agencies will commence on July 1, 2019 and shall be reviewed for content if requested by either part. Changes will be made through attachments or addendums. Every two years the attached terms and conditions will be reviewed, updated and distributed to all parties.
- This agreement may be extended by the authorization and agreement of both departments or updated and amended in which a new agreement and Memorandum will be discussed at the start of each fiscal year.

2. Requirements of Community Corrections

- Business Hours will be Monday through Friday 8:00 AM to 4:30 PM.
- Community Corrections will monitor, track and maintain client case load information.
- Community Corrections will provide detailed reports on the status of a client's progress throughout the program.
- Community Corrections will conduct work site visits and home visits and utilize the "notification process form."
- Community Corrections will monitor clients on a 24 hour, 365 day basis.
- Community Corrections will determine the appropriate level of staffing patterns, and ensure compliance of electronic monitoring.
- Community Corrections will determine the level of response for when a client is ordered taken into custody based on the following: the case status, offense, concerns/issues, referring courts recommendation, and supervisor's recommendation.
- Community Corrections can change a monitor based on an inability of the referred client to maintain phone, power, and residence.
- Community Corrections will keep and maintain a spreadsheet with the total amount of drug tests administered and results of all courtesy drug testing.
- Community Corrections will appear in Mason Municipal Court, upon the courts request (verbal, written communication or subpoena), for testimony of evidence in reference to a defendant that is being monitored by WCCC per order of MMC

3. Requirements of Mason Municipal Court

- Mason Municipal Court will complete a Community Corrections referral form for any request to place a client onto Electronic Monitoring or Work Release.
 - The referral must indicate the referral date, case number, clients name, current address, phone number(s), city, state, zip code, monitor or program recommendation, case status, charges, bind over status, and complete victim information and specific special conditions.
- Mason Municipal Court shall complete and provide any assessment tool utilized for all pre-trial and probationary clients referred to Community Corrections (ORAS, Municipal Court ORAS, Referrals to Talbert House, Mental Health, CIP, drug testing, etc. when applicable).
- Mason Municipal Court will instruct all walk-in clients to immediately contact 513-695-2300 and to proceed to Community Corrections for installation.

- Any walk-in clients after 3:30 PM will be designated to report the following business day or to report to a designated area in the Warren County Jail for equipment installations.
- Any court orders after 3:00 PM received by e-mail or fax with the resulting client still in custody will remain in custody until the following business day.

Drug Testing

- Mason Municipal Court is responsible for the drug testing of clients referred for placement into Community Corrections that are not on the bind over process.
 - Drug testing by Community Corrections based on reasonable suspicion.
- Mason Municipal Court and/or the client will be financially responsible for all drug testing fees that occur through Community Corrections.
- Courtesy drug testing requested by Mason Municipal Court will be billed to Mason Municipal Court at a rate of \$20.00 per screen and will be billed at cost for all laboratory confirmations.

4. Compensation and Method of Payment

- Method of Payment: Community Corrections will bill each client individually and determine what amount the client must pay based on equipment and the ability to make payment. Determination of court-pay clients will be made based on the client’s court status with the referring court, court order, or inability to make the required monitoring payments. Courts with clients designated to be “court pay/bill the court” will be billed at the end of each month for monitor and amounts owed. When the referring court designates a grant or program to be billed through the billing statement, it will reflect that designation.
- Community Corrections will not hold any debt greater than \$200.00 for each supervised client. Once the debt of \$200.00 is exceeded, a report will be generated to the referring court. On time and in full payments are mandatory requirements of maintaining compliance on any assigned monitor/program.
- Mason Municipal Court will instruct all clients placed on any type of monitor that all fees must be paid in full at the time of equipment removal. When possible, the court entry will be updated to show paid in full.
- Owed balances of monitor costs that result from unpaid balances at the time of removal from monitoring, arrest or AWOL of a client will be held for payment from the client for 60 days. If payment in full is not received the referring agency will be billed the owed amount for payment in full. The referring agency can then collect the outstanding debt through their administrative or court proceedings.
- Mason Municipal Court understands and agrees that Community Corrections will determine the cost for each client on monitor. This will be determined by employment status, bond status, income, or any other means of verifiable financial income.

Type or Service	Court Costs for IDAT/IDAM/ETC
GPS General Probation/Pretrial	\$ 6.00 Daily Rate
GPS Victim Related Cases	\$ 7.50 Daily Rate
TAD RF-Curfew	\$ 10.00 Daily Rate
TAD Open Schedule	\$ 8.75 Daily Rate
Soberlink	\$ 6.50 Daily Rate
Soberlink + GPS	\$ 10.00 Daily Rate

5. Accounting / Equipment and Materials

Community Corrections of Warren County Ohio will maintain auditing of fees owed to its program. Community Corrections will maintain, select, and bid agreements with monitoring agencies and will maintain those agreements and the equipment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Warren County Representative:

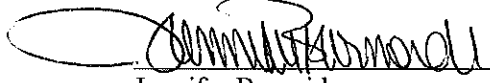

Commissioner, Warren County

7/23/19
Date

Mason Municipal Court Representative:

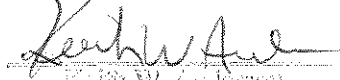

Mason Municipal Court

6-24-19
Date


Jennifer Burnside
Court Administrator
Warren County Common Pleas Court

5/9/19
Date

APPROVED AS TO FORM


Keith W. Anderson
Asst. Prosecutor / Clerks

Resolution

Number 19-0953

Adopted Date July 23, 2019

APPROVE WIOA MONITORING AGREEMENT WITH ROBERT J. HAAS, FOR THE
AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, the Area 12 Workforce Development Board requests that the Warren County Board of Commissioners enter into an agreement with Robert J. Haas., 847 Lakeland Dr. Westerville, OH 43081- 4200 (hereafter "Provider"); and

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners does hereby approve and shall execute an agreement with the Provider in order to secure the aforesaid services in furtherance of the agreement the Board authorizes expenditures of \$6,281.00. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

ap/

cc: c/a—Haas, Robert J.
Area 12 WIB (file)

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is entered into, by and between the Board of Commissioners of Warren County, Ohio (hereinafter referred to as "County"), on behalf of the Workforce Investment Board Butler | Clermont | Warren located at 406 Justice Drive, Lebanon, Ohio 45036, (hereinafter referred to as "WIBBCW") for WIOA Workforce Monitoring Services with Robert J. Haas, 847 Lakeland Drive, Westerville, Ohio 43081-4200, (hereinafter referred to as "the Contractor").

In consideration of promises herein below delineated, the parties do hereby agree as follows:

1. The County, on behalf of WIBBCW, retains the Contractor for the amount not to exceed \$6,281.00 to provide programmatic monitoring reviews of the Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker, and Comprehensive Case Management Employment Program (CCMEP) Youth services provided through the OhioMeansJobs Centers in Butler, Clermont and Warren Counties. As part of the monitoring, the WIBBCW also wants to secure programmatic feedback regarding WIOA services provided to business customers.
2. The Contractor agrees to utilize the Internal Revenue Services (IRS) standard mileage rate reimbursement. The Contractor also agrees to utilize the U.S. General Services (GSA) Per Diem Rate for Ohio, to include maximum lodging costs, as well as meals and incidental expenses. The Contractor shall provide verification of all the miles traveled, lodging expenses and meals, and incidental expenses along with each invoice submitted for payment.
3. The Contractor represents that it has sufficient training, expertise, staffing and experience to professionally provide the monitoring services.
4. The Contractor has a standardized process for consistent review of each sub-recipient's program operations, including OMJ Center management, that is compliant with federal and state laws and regulations, as well as WIBBCW Policy 12-200: Monitoring and Oversight.
5. The Contractor will conduct an initial interviews with staff from the county OMJ offices as indicated in the proposal which is included in attachment A.
6. Both the Contractor and WIBBCW staff will work, in accordance, to review randomly selected case management files for WIOA Adult, Dislocated and CCMEP. The Contractor agrees to provide monitoring guidance to WIBBCW staff on the process of reviewing case management files.
7. The Contractor agrees to review, at minimum, thirteen (13) case files for WIOA Adult and Dislocated files. Of the ten case files, five (5) case files will be pulled from Butler, Four (4) case files from Clermont and four (4) case files from Warren County.
8. The Contractor agrees to review, at minimum, thirteen (13) CCMEP WIOA files. Of the ten case files, five (5) case files will be pulled from Butler, four (4) case files from Clermont and four (4) case files from Warren County.

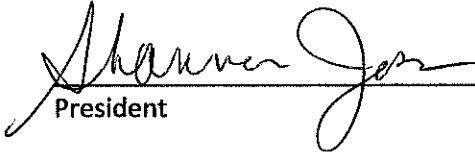
9. **The Contractor will also observe and review in person one (1) Adult, one (1) Dislocated Worker and one (1) Youth case worker client meeting.**
10. **WIBBCW will provide a temporary office space and a computer to the Contractor at 406 Justice Drive, Lebanon Ohio 45036 to conduct the monitoring.**
11. **The Contractor will use the workforce systems of record, Ohio Workforce Case Management System (OWCMS) to cross-check data during the review.**
12. **The Contractor will provide a written report to the WIBBCW within 30 days of completion of monitoring services. It will clearly identify the sub-recipient, WIOA program, and service location along with any findings, irregularities, observations, needed corrective actions, and due dates for the accomplishment of corrective actions; as well as best practices that may be occurring.**
13. **The Contractor will also complete all monitoring and provide the written report to WIBBCW no later than August 31, 2019.**
14. **The Contractor will make copies of all programmatic monitoring data collected for each program at all sites available to the WIBBCW upon request. Such information includes written notes of feedback received, during participant and business customer interviews.**
15. **The Contractor will safeguard confidential information and participants' Personal Identifying Information found within the case files as well as any confidential information obtained during business customer interviews.**
16. **Any modifications to this contract must be in writing and executed by the parties prior to such change actually being effective. There will be no reimbursement for work outside the scope of this contract, or fees and expenses beyond the stated limit in paragraph 3 unless there is an approved written change order.**
17. **The Contractor agrees to indemnify and hold harmless the County and all its officials, employees and agents as well as the WIBBCW, its officials, employees and agents from any liability arising out of any acts or conduct, whether intentional or negligent, of the Contractor, its officers, employees and agents which may give rise to liability.**
18. **The Contractor further agrees that, when using equipment or items provided by the County and WIBBCW, the Contractor will operate said equipment or property in a safe and proper manner; that when entering the property or premises owned by the County or using the County's equipment, it will further hold the County harmless from any injury, liabilities or damages which arise out of the use or misuse of said equipment or which occur while upon said property. The Contractor further agrees to be responsible for the conduct of all of its employees, and will indemnify and hold the County harmless therefrom. Further the Contractor acknowledges that it is an independent contractor, is not an employee of the County and will be responsible accordingly.**

19. The Contractor agrees to comply with all federal, state and local laws, statutes, regulations, ordinances and resolutions during the execution of the contract.
20. As a part of the consideration of this contract, the Contractor represents that it has no outstanding tax liens of any type, real or personal, in the names of the company and /or its officers or partners. Further, the Contractor has made no contributions to County Elected Officials in violation of Chapter 35, Ohio Revised Code.
21. When appropriate, the County reserves the right to require of the Contractor, contractors, sub-contractors or other persons involved in the provision of the services under this contract, appropriate affidavits in accordance with Title 1311 of the Ohio Revised Code and the parties acknowledge that if any contractor, sub-contractor, laborer or material man remains unpaid that the County may, in lieu of payment directly to the Contractor, pay such contractor, sub- contractor, laborer, material man in accordance with the money owed, any balance then being paid directly to the company.
22. In the event that the Contractor fails to perform to the satisfaction of the County and WIBBCW, the County may give, or cause to be given, notices in writing to such Contractor whereupon the Contractor shall have thirty (30) days to remedy said performance. If after thirty (30) days following such notice, the Contractor has failed to remedy the performance to the County and or WIBBCW satisfaction, all rights of the Contractor under this Contract shall thereupon terminate, and services and expenses rendered by the Contractor shall be paid through the date of termination of the contract. The parties further agree, that should the Contractor for any reason breach this contract by failing to complete it, that the Contractor will be paid for services rendered to date less any costs or damages incurred by the Contractor, including re-awarding of the contract or necessary duplication of original work. Compensation shall not exceed the maximum amount of this contract. All work shall be turned over to the WIBBCW in the event of termination of this Contract.
23. This contract shall be construed in accordance with the laws of the State of Ohio and any action on the contract shall be venued in Warren County, Ohio. In the event that any court of competent jurisdiction should determine that any provision of this contract is unenforceable or in any manner illegal, then such provision shall be deemed null and void and this contract shall be interpreted as if such provision had never been included and the exclusion of any such provision shall not be deemed a revocation or nullification of the contract in its entirety.
24. This Contract for Professional Services shall be effective upon date of signature by all parties as indicated on the signature page through September 30, 2019.
25. Any waiver by the County of a breach of this contract shall not be construed as a waiver of any subsequent breach.
26. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity of the remaining terms and conditions.

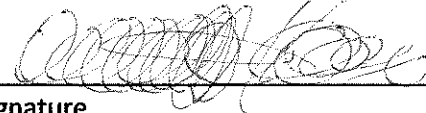
IN WITNESS WHEREOF, the parties have executed this agreement on the 23 day of July, 2019

WARREN COUNTY BOARD OF COMMISSIONERS

CONTRACTOR:



President

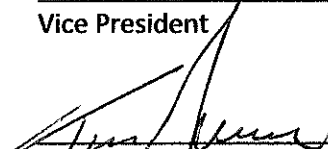


Signature

Vice President

Owner

Title



Commissioners

6/16/2019

Date

APPROVED AS TO FORM:

 6/26/19

~~Keith Anderson, Assistant Prosecuting Attorney~~
Adam M. Nice

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Franklin

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

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

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

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

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

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

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

[Signature]
AFFIANT

Subscribed and sworn to before me this 17th day of JUNE 20 19

[Signature]
(Notary Public),

Delaware County.

My commission expires 2/3 20 24



JAY SCHROEDER
Notary Public, State of Ohio
My Commission Expires
February 3, 2024

Resolution

Number 19-0954

Adopted Date July 23, 2019

APPROVE AND AUTHORIZE THE BOARD OF WARREN COUNTY COMMISSIONERS TO RENEW A PROFESSIONAL SERVICES CONTRACT TO PROVIDE SUPPORT SERVICES TO WARREN COUNTY IN ITS ROLE AS FISCAL AGENT FOR THE WORKFORCE INVESTMENT BOARD BUTLER ▪ CLERMONT ▪ WARREN (WIBBCW)

WHEREAS, the Area 12 Workforce Development Board requests that the Board of Warren County Commissioners (serving as the Administrative Entity for the Area 12 Workforce Development Board) renew an agreement with

Salvatore Consiglio, CPA, LLC
14129 State Road
North Royalton, Ohio 44133

WHEREAS, the Board of Warren County Commissioners will renew an agreement beginning July 1, 2019 and ending June 30, 2021 for the amount of \$140,000; and

WHEREAS, a monthly fixed fee of \$5,500 plus actual travel costs (not to exceed \$4,000) for the annual sum total not to exceed \$70,000;

NOW THEREFORE BE IT RESOLVED, to approve and authorize the Board of Warren County Commissioners to renew and enter into a Professional Services Contract as attached hereto and made part hereof.

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

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

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

ap/

cc: c/a – Salvatore Consiglio, CPA
Area 12 WIB(file)

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is entered into this 23 day of July, 2019, by and between the Board of Commissioners of Warren County, Ohio (hereinafter referred to as "the Board"), 406 Justice Drive, Lebanon, Ohio 45036, the Administrative Entity and Fiscal Agent for Ohio Area 12's Governing Body, the CEO Consortium, and Salvatore Consiglio, CPA, Inc., 14129 State Road, North Royalton, Ohio 44133, (hereinafter referred to as "the Company").

In consideration of promises herein below delineated, the parties do hereby agree as follows:

1. The Board retains the Company to provide professional services as the Fiscal Agent of the "Workforce Investment Board of Butler, Clermont and Warren Counties" ("WIBBCW" or "WDB"), the CEO Consortium's Workforce Development Board, in accordance with the Scope of Services attached hereto as Attachment A.
2. The Company represents that it has sufficient training, expertise, staffing and experience to professionally provide the services delineated in the Scope of Services.
3. The Board shall pay the Company a monthly fixed fee of \$5,500.00 plus actual travel costs (not to exceed \$4,000.00) for a sum total not to exceed an annual amount of \$70,000, including charges and expenses to be involved, in 30 day increments. The company agrees to utilize the Internal Revenue Services (IRS) standard mileage rate reimbursement. The Company also agrees to utilize the U.S. General Services (GSA) Per Diem Rate for Ohio, to include maximum lodging costs, as well as meals and incidental expenses. The Company shall provide verification of all the miles traveled, lodging expenses and meals and incidental expenses with said invoice.
4. Modifications to this contract must be in writing and executed by the parties prior to such change actually being effective. There will be no reimbursement for work outside the scope of this contract or fees and expenses beyond the stated limit in paragraph 3 unless there is an approved written change order.
5. The Company agrees to indemnify and hold harmless the Board, Warren County and all its officials, employees and agents, as well as Ohio's Area 12 CEO Consortium, the "WIBBCW", its officials, employees and agents from any liability arising out of any acts or conduct, whether intentional or negligent, of the Company, its officers, employees and agents which may give rise to liability.
6. The Company further agrees that, when using equipment or items provided by the Board, the Company will operate said equipment or property in a safe and proper manner; that when entering the property or premises owned by the County or using the County's equipment, it will further hold the County harmless from any injury, liabilities or damages which arise out of the use or misuse of said equipment or which occur while upon said property. The Company further agrees to be responsible for the conduct of all of its employees and will indemnify and

or in any manner illegal, then such provision shall be deemed null and void and this contract shall be interpreted as if such provision had never been included and the exclusion of any such provision shall not be deemed a revocation or nullification of the contract in its entirety.

14. This Contract for Professional Services shall be effective from July 1, 2019 through June 30, 2021.
15. Any waiver by the County of a breach of this contract shall not be construed as a waiver of any subsequent breach.
16. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity of the remaining terms and conditions.
17. Throughout this project and for not less than one year following final payment, the Company shall maintain and exhibit proof of professional liability (errors and omissions) for the amounts stated in # 8 above.

hold the County harmless therefrom. Further the Company acknowledges that it is an independent contractor, is not an employee of the County and will be responsible accordingly.

7. The Company agrees to comply with all federal, state and local laws, statutes, regulations, ordinances and resolutions during the execution of the contract.
8. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.
9. The Company shall provide and maintain such insurance as will protect the Company from claims under Workers Compensation, occupational sickness or disease, disability benefit and other similar mandatory employee benefit acts.
10. As a part of the consideration of this contract, the Company represents that it has no outstanding tax liens of any type, real or personal, in the names of the company and /or its officers or partners. Further, the Company and its principals have made no contributions to County Elected Officials in violation of Chapter 35, Ohio Revised Code.
11. When appropriate, the Board reserves the right to require of the Company, contractors or sub-contractors or other persons involved in the provision of the services under this contract, appropriate affidavits in accordance with Title 1311 of the Ohio Revised Code and the parties acknowledge that if any contractor, sub-contractor, laborer or material man remains unpaid that the Board may, in lieu of payment directly to the Company, pay such contractor, sub- contractor, laborer, material man in accordance with the money owed, any balance then being paid directly to the company.
12. In the event that the Company fails to perform to the satisfaction of the Board, the Board may give or cause to be given, notices in writing to such Company whereupon the Company shall have thirty {30} days to remedy said performance. If after thirty (30) days following such notice the Company has failed to remedy the performance to the Board's satisfaction, all rights of the Company under this Contract shall thereupon terminate and services and expenses rendered by the Company shall be paid through the date of termination of the contract. The parties further agree that should the Company for any reason breach this contract by failing to complete it, that the Company will be paid for services rendered to date less any costs or damages incurred by the County, including re-awarding of the contract or necessary duplication of original work. Compensation shall not exceed the maximum amount of this contract. All work shall be turned over to the County in the event of termination of this Contract.
13. This contract shall be construed in accordance with the laws of the State of Ohio and any action on the contract shall be venued in Warren County, Ohio. In the event that any court of competent jurisdiction should determine that any provision of this contract is unenforceable

SCOPE OF SERVICES

Scope of Services:

Consiglio, LLC, will receive and manage all formula WIOA funds for the Area, including but not limited to: Adult, Dislocated Worker, and Youth and other private, federal or state funds targeted to the Area. The organization will provide services related to grants management, general accounting and , financial services, oversight for fund integrity, annual fiscal monitoring of WIBBCW contractors, and technical assistance. The fiscal agent will work closely with the Direct Service Provider(s) and/or OhioMeansJobs American Job Centers Operator throughout the period of the contract. The Board's fiscal agent sub-contractee shall comply with all relevant federal and state confidentiality laws.

Primary Contact for Area 12's WDB and the WIBBCW Administration

- Direct report of the WIBBCW Executive Director, and primary point of contact to all sub-grant areas, to ensure that federal, state and/or local rules and regulations are followed;
- Monitor inventory of property and assets;
- Monitor administrative procurement plans for compliance with local, state and federal laws and regulations;
- Monitor administrative travel policies for compliance with local, state and federal laws and regulations;
- Coordinate the WIBBCW's billing for the Area and for County reimbursement, to also include defining/maintaining a cost allocation methodology for costs associated with Area 12's WDB and primary Fiscal Agent;
- Forecast activities throughout the calendar year to establish any needs for budget realignment, reductions, and/or increases and offer recommendations to the WIBBCW for use of funds when excess funds exist;
- Maintain worksheets that complement CFIS reports to illustrate Area's budget account allocations; track expenditures, draws, ceiling excess, over/under by grant for the Area and each Sub-area;
- Point person for distributing budget allocation communications and/or letters; also provide budget modifications via ODJFS or internal communications;
- Coordinate all draws for ODJFS;
- Process financial report for uploading to ODJFS;
- Perform monthly and quarterly consolidation of financial activity for the Area, to include the Fiscal Agent fund and all Sub-Area funds; perform monthly/quarterly entry of financial activity into CFIS Web and prepare quarterly close-outs;
- Perform final review of financial reports, including certification of financial to the Administrative Entity for approval and final submission to ODJFS;
- Utilizing CFIS Web Reports to perform quarterly reconciliations of cash draws, expenditures and budgets for the Area to include the Fiscal Agent funds and all Sub-Area funds and provide documentation of such to the Area 12 WDB and each Sub-Area quarterly; work with Area 12

- WDB and Sub-Areas to remedy any fiscal discrepancies, errors and/or issues;
- Act as primary contact for quarterly closeout reports and responsibilities;
- Enter and process financial report for uploading to ODJFS;
- Act as primary contact for quarterly close-out reports and responsibilities;
- Maintain fiscal files to support audits and reviews; follow all federal, state and /or local requirements pertaining to proper record retention;
- Work with Workforce Board Fiscal Committee on establishing fiscal policies;
- Host quarterly (local) WIA/WIOA meetings using virtual (i.e. GoTo Meeting) or other electronic means to save on time and travel expense;
- Conduct financial monitoring of service providers, and ensure independent audit of all employment and training programs;
- Provide FY and PY allocation breakdowns to each Sub-Area and WDB Administrator;
- Provide financial status/activities report of the WDB prior to each full WDB meeting;
- Provide technical assistance and training assistance to local staff;
- Review the monthly invoices from the Area 12 WDB procured *OhioMeansJobs* American Job Centers Operator, WIOA Adult and Dislocated Worker Career Services Provider, and WIOA Youth Provider for the purpose of determining that expenditures are allowable, in accordance with WIOA regulations, contract agreement and approved for payment. This will include a review of monthly One-Stop Operator, WIOA Adult and Dislocated Worker Career Services, and WIOA Youth Services Contract invoices from Providers for the 3 counties. Invoices will include all supporting documentation to determine that the expenditures has been incurred; properly authorized; recorded by correct period; county and category; and allowable in accordance with WIOA Regulations.
- Performing, at a minimum, one on-site fiscal monitoring visit of Area 12's *OhioMeansJobs* American Job Centers Operator, WIOA Adult and Dislocated Worker Career Services Provider, and WIOA Youth Provider. Company will prepare and provide the WIBBCW with a copy of the report, summarizing the result of the monitoring visit and follow-up to ascertain that any findings and recommendations have been properly implemented and resolved.

Primary Contact for Ohio Department of Job and Family Services (ODJFS) Fiscal Staff

- Serve as primary contact on all communications, policies, allocations, system upgrades;
- Serve on and attend the WIOA Fiscal Workgroup, which meets quarterly in Columbus with ODJFS officials, to set goals and review pending and ongoing issues with the hopes of finding resolutions;
- Act as primary contact for reporting and communications for WIOA funded grants.
- Act as primary contact for reporting and communications (e .g. NEG's, RR, ARRA and any other grant with special reporting requirements)
- Perform monitoring and reviewing of WIOA-related fiscal functions; primary contact for financial reviews and audits, responsible for site visits, providing technical assistance and coordinating responses or Corrective Action Plan (CAP)

IN WITNESS WHEREOF, the parties have executed this agreement on the 23rd day of

July, 2019

WARREN COUNTY BOARD OF COMMISSIONERS

Shannon Jones
President

Vice President

[Signature]
Commissioners

COMPANY:

Salvatore Consiglio
Signature

PRESIDENT
Title

7/1/2019
Date

WITNESS:

[Signature]
Signature

Bermaine M Butler
Printed Name and Title

APPROVED AS TO FORM:

Keith Anderson

Keith Anderson, Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Cuyahoga

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

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

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

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

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

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

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

Salvatore Consiglio
AFFIANT

Subscribed and sworn to before me this 1st day of July 20 19

Veronica L. Campbell
(Notary Public),

Cuyahoga County.

My commission expires 5 20 23



VERONICA L. CAMPBELL
Notary Public, State of Ohio
My Comm. Expires 05/20/2023

Resolution

Number 19-0955

Adopted Date July 23, 2019

APPROVE CHANGE ORDER NO. 2 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. 2 to the Contract with Danis Industrial Construction Company, in creasing Purchase Order No. 25089 by \$66,466.00 In addition to Change order No. 1 approved May 28, 2019 decreasing Purchase Order No. 25089 by \$3,630.00 which will create a net increase of \$62,836.00. The new Contract and Purchase Order price in the amount of \$ 1,049,836.00.
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. 2 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 Mr. Young. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 23rd day of July 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 NO. 2

DATE: July 17, 2019

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

ITEM	DESCRIPTION	ADDITIONS	DELETIONS	CONTRACT TIME IMPACT
1	<u>Simpson Creek Breaker Replacement</u> Remove and replace the eight 18.0kaic breakers in electrical panel DP-1 with new 25kaic breakers to ensure the equipment is adequate for the calculated short circuit conditions. The results of the power system study reveal that the short circuit rating of the eight breakers is not adequate for the calculated short circuit conditions. The new breakers will be rated higher than the supply fault current of 20,732 amps. The breakers for the VFD's in panel DP-1 are rated for 25kaic and are adequate for the calculated short circuit conditions. (Attachment A)	\$6,465		None
2	<u>Kings Union Lift Station Painting</u> The exterior paint at the Kings Union pump station building and rolling gantry is old and weathered and needs a new coating system. Power wash exterior façade, foundation, and aluminum/vinyl fascia. Paint entire exterior of concrete masonry unit building walls and concrete foundation to match existing. Paint the rolling gantry to match the existing. (Attachment B)	\$6,701		None
3	<u>Simpson Creek Discharge Pipe Replacement</u> The discharge piping at the Simpson Creek Pump Station is in poor condition and needs replaced. Remove the existing piping including the 6"x8" reducer, 8" discharge pipe, 8" 90-degree bend, and pipe support brackets. Replace with new at all four discharge lines. The replacement materials shall be: <ul style="list-style-type: none"> Ductile iron pipe: Class 56 (0.45-inch thick) with polyamide epoxy exterior coating (2 coat with a dry film thickness of 8 mils) and polyethylene interior coating (Polylined by U.S. Pipe or equal). Pipe shall be flanged and installed with 304 stainless steel hardware. Existing fittings shall be replaced with similar size flanged fittings and installed with 304 stainless steel hardware. New support brackets shall be stainless steel. (Attachment C)	\$53,300		Additional 27 calendar days
4	Modify the exterior Door 102B enabling the door to be locked. Replace the Falcon Lever Trim (510L-BE) with Pull Trim (512TP). Provide and install Schlage lock cylinder (20-061) that is patterned to open with a County key.	0.00		None

Sums of the ADDITIONS and DELETIONS

\$66,466

TOTALS FOR THIS CHANGE ORDER

\$66,466

Attachments: Attachment A – Simpson Creek Breaker Replacement Email from Danis dated June 20, 2019
Attachment B – Kings Union Lift Station Painting Email from Danis dated June 13, 2019
Attachment C – Danis letter dated July 1, 2019

Original contract price \$987,000.00
Current contract price adjusted by previous change orders \$ 983,370.00
The Contract price due to this change order will be increased by \$66,466.00
The New contract price including this change order will be \$ 1,049,836.00
The contract time will be increased by 27 calendar days.
The date for final completion of work will be September 27, 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.

Bernard Bruno 7/17/19
Contractor's Signature Date
Phyllis Bush 7/18/19
Warren County Sanitary Engineer Date

Sharon Jones 7/23/19
Warren County Commissioner Date
Ann Farmer 7/23/19
Warren County Commissioner Date

ATTACHMENT A

Brausch, Chris G.

From: Jordan Smith [jordan.smith@danis.com]
Sent: Thursday, June 20, 2019 3:14 PM
To: Brausch, Chris G.
Cc: Sorrell, Jason; Osterday, Adam; Davis, Connor; Jerry Bruno; Jordan Smith
Subject: Simpson Creek Breaker Replacement

Chris-

In accordance with your request on item 2 of "Request for Quotation Items" Danis proposes to furnish materials, tools, labor, equipment and supervision to replace (8) existing breakers that conform with the power systems study for the Lump Sum of \$6,465. We hope this quotation meets with your approval and the necessary change order is forthcoming. Danis kindly request a response by 7/05/2019.

Thanks,

JORDAN SMITH

DANIS | PROJECT MANAGER
3233 NEWMARK DRIVE | MIAMISBURG, OH 45342
o. 937-228-1225 | c. 937-679-6040 | WWW.DANIS.COM

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ATTACHMENT B

Brausch, Chris G.

From: Jordan Smith [jordan.smith@danis.com]
Sent: Thursday, June 13, 2019 8:54 AM
To: Brausch, Chris G.
Cc: Osterday, Adam; Davis, Connor; Sorrell, Jason; Brewer Jr., Donald R.; Jerry Bruno; Jordan Smith
Subject: Kings Union Lift Station Painting

Chris-

In accordance with your request on item 4 of "Request for Quotation Items" Danis proposes to furnish materials, tools, labor, equipment and supervision to pressure wash and paint the control building and gantry crane at Kings Union Lift Station for the Lump Sum of \$6,701. We hope this quotation meets with your approval and the necessary change order is forthcoming. Danis kindly request a response by 6/26/2019.

Thanks and let me know if you have any questions,

JORDAN SMITH

DANIS | PROJECT MANAGER
3233 NEWMARK DRIVE | MIAMISBURG, OH 45342
o. 937-228-1225 | c. 937-679-6040 | WWW.DANIS.COM

From: Brausch, Chris G. <Chris.Brausch@co.warren.oh.us>
Sent: Monday, June 10, 2019 3:28 PM
To: Jordan Smith <jordan.smith@danis.com>; Jerry Bruno <jerry.bruno@danis.com>
Cc: Osterday, Adam <Adam.Osterday@co.warren.oh.us>; Davis, Connor <Connor.Davis@co.warren.oh.us>; Sorrell, Jason <Jason.Sorrell@co.warren.oh.us>; Brewer Jr., Donald R. <Donald.BrewerJr@co.warren.oh.us>
Subject: Simpson Creek Punch List

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

Jordan,

Attached is the punch list generated from last week's walk-thru. The last page of the document contains a list of items that are outside of the project's scope of work. Please provide pricing for these items.

Thanks,

Chris G. Brausch, P.E.
Warren County Water & Sewer Department
Ph. (513) 895-1193 (direct line)
Fx. (513) 895-2905

The information contained in this email and any attachments is confidential and may be subject to copyright or other intellectual property protection. If you are not the intended recipient, you are not authorized to use or disclose this information, and we request that you notify us by reply mail or telephone and delete the original message from your mail system.

ATTACHMENT C



July 1, 2019

Warren County Water and Sewer Department
406 Justice Dr.
Lebanon, OH 45036
Attn: Chris G. Brausch, P.E.

Re: Simpson Creek Lift Station
PCO - Discharge Pipe Replacement

Chris:

In accordance with item 1 of the "Request for Quotation Items" issued with the final punch list on June 10th, 2019, Danis is providing a quotation to replace the discharge piping in the wet well of Simpson Creek Lift Station. This quotation includes the labor, material, tools, equipment and supervision required to replace the discharge piping with cement lined Class 56 ductile iron pipe with 2 coats of 8 mil DFT polyamide epoxy coating and a polyethylene (Protecto 401) interior lining. The piping will include replacing the vertical risers, reducers and 90-degree fittings and specifically exclude the pump discharge bases and wall pipes into the valve room. The risers will be connected to the 90-degree fittings with flanged coupling adapters. Bolts and nuts will be 304 stainless steel and gaskets will be full face red rubber. The risers will include one stainless steel intermediate riser clamp and support bracket for each pump with stainless steel anchors.

Provided acceptance is received by no later than July 10th, 2019 and a fully executed changed order received by July 31st, 2019 Danis request an extension in contract time of 27 calendar days and the lump sum addition of FIFTY-THREE THOUSAND AND THREE HUNDRED DOLLARS (\$53,300) to the current contract amount and time.

We trust this quotation meets with your approval and the appropriate Change Order is forthcoming. If you have any questions, or wish to confer, please contact me.
Sincerely,

Jordan Smith

JORDAN SMITH
PROJECT MANAGER

cc: 4082 PCO file
Jerry Bruno – Danis Industrial Construction Co.

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

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 28th day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Water/Sewer (file)
Project file

Resolution

Number 19-0956

Adopted Date July 23, 2019

RATIFY CHANGE ORDER 1 AND 2 TO THE CONSTRUCTION MANAGER AT RISK SERVICES CONTRACT WITH GRANGER CONSTRUCTION COMPANY FOR THE NEW JAIL AND SHERIFF'S ADMINISTRATION OFFICE PROJECT RELATIVE TO THE CONSTRUCTION OF THE RELOCATED JUSTICE DRIVE (AKA NEW MEMORIAL DRIVE)

WHEREAS, pursuant to Resolution #19-0627 adopted May 21, 2019 this Board authorized Granger Construction Company to award the road relocation work to Miller Brothers in the amount of \$1,371,581.83; and

WHEREAS, during the excavation for the new road and soil testing it was discovered that soil stabilization would be necessary to ensure the integrity of the road; and

WHEREAS, Miller Brothers has provided pricing for the stabilization which are subject to open book pricing and shall be paid as Costs of the Work in the amounts set forth in Change Order 1 and 2; as attached hereto and made a part hereof; and

NOW THEREFORE BE IT RESOLVED, to ratify Change Order 1 and 2 with Granger Construction Company, in the total amount of \$72,424 creating a new contract amount of \$1,444,006.00; and

BE IT FURTHER RESOLVED, that the contingency dollars shall be used to accommodate this change and there shall be no new dollars needed.

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

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

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Tz/

cc: c/a—Granger Construction Co.
Sheriff (file)
Commissioners file

Project file
S Spencer

✓



OWNER CHANGE ORDER

Granger Construction Company
1822- 00 Warren County Jail

CHANGE ORDER DATE:
07/17/2019
CHANGE ORDER #: 1

TO (CONTRACTOR): Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

DISTRIBUTION: Granger Construction Company
 Wachtel & McAnally Architects/Planners, Inc
 Warren County

CHANGE ORDER INFORMATION

You are directed to make the following changes to this Contract:

PROJECT	ACO	DESCRIPTION	PCO TYPE	PCO	CONTRACT CHANGE
1822- 00	1	Cement Stabilization Southern Roadway	COR	1	\$38,212.00

TOTAL: \$ 36,212.00

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was	\$1,371,582.00
The net change by previously authorized Change Orders was	
The Contract Sum prior to this Change Order was	\$ 0.00
The Contract Sum will be increased by this Change Order	\$ 36,212.00
The new Contract Sum will be	\$ 36,212.00
The Contract Time will be unchanged	\$1,407,794.00

AUTHORIZED BY OWNER:
Warren County
406 Justice Drive
Lebanon, OH 45036

By: Regan Zind
Date: 7-19-19

ACCEPTED BY CONTRACTOR
Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

By: [Signature]
Date: 7/18/19

ARCHITECT/ENGINEER
Wachtel & McAnally Architects/Planners, Inc
35 South Park Place, Ste 350
Newark, OH 43055

By: [Signature]
Date: 7/18/19



1613 S Defiance St.
P.O Box 30
Archbold, Ohio
419-445-1015
Fax 419-446-2626

July 17, 2019

Jason Woehrle, *Regional Director*
Granger Construction Company
400 Lazelle Rd., Suite 18A
Columbus, Ohio 43240

RE: COR 001 – Cement Stabilization

Miller Bros. Construction, Inc. is submitting this Change Order Request, at a unit rate of \$16.46 a SY, to supply labor, material and equipment to cement stabilize the top 16"-18" of the new road subgrade at a 6% application rate for the Justice Drive Relocation Project in Lebanon, Ohio.

Scope of Work:

1. Pre-stabilization fine-grading of the roadway subgrade
2. Cement Stabilized subgrade processing in the roadway at a 6% application rate to the top 16"-18".
3. Post-stabilization compaction and fine-grading of the roadway subgrade

Pricing Breakdown:

1. Pricing for cement stabilization of the proposed roadway subgrade can be broke-out and performed in two areas, the Northern half, and southern have. The total roadway area is 4,400 SY.
 - a. **Southern Roadway Area: 2,200 SY at \$16.46 a SY..... \$36,212.00**
 - b. **Northern Roadway Area: 2,200 SY at \$16.46 a SY..... \$36,212.00**
2. The Southern half of the roadway is of the most concern, however it is strongly recommended that the entire roadway be stabilized for subgrade uniformity throughout the proposed roadway.
 - a. Without subgrade uniformity, there is a higher chance of failure in the areas not stabilized

Attachments:

1. Mt. Carmel Letter of Recommendation for Stabilization Measures
2. Alt & Witzig Engineering, Inc. Lab Testing Results of Subgrade Sample(s)

Clarifications & Exclusions:

1. Pricing does not include:
 - a. Permits or bonding
 - b. Testing or inspections of any kind
2. Stabilization measures cannot be performed over existing gas, electrical or tele-data lines for risk of damaging these utilities.
3. MBC to contact OUPS and any other local utilities prior to excavation
4. Resolution time for this matter could impact the schedule of the project
5. Does not include traffic control measures for the open roads around the site
6. Must allow subgrade up to 72 hours for curing

If you have any questions or concerns, please do not hesitate to contact me.

Thank you,

Braden Martinez

Miller Bros. Construction, Inc.

SUBGRADE OBSERVATION REPORT

Report Number: N1191333.0012
Service Date: 07/11/19
Report Date: 07/12/19

Terracon

611 Lunken Park Dr
Cincinnati, OH 45226-1813
513-321-5816

Client

Warren County OH
Bldg. Inspections
Attn: Bill Williams
406 Justice Dr Rm 167
Lebanon, OH 45036

Project

Warren County Jail
550 Justice Drive
Lebanon, OH

Project Number: N1191333

A Terracon representative was on-site at 7:45 AM today to meet with Jason Kaminiski (Megen Encore Construction) and Eric (Miller Brothers) regarding weak soils at locations along the proposed roadway at the Warren County Jail project. The proposed roadway alignment was at proposed design subgrade elevation. The pavement section (9 ½ inches of stone and 10 ½ inches of asphalt) is scheduled to be placed in early August.

Multiple locations along the roadway subgrade were observed to have high moisture content and rutting. Seepage was observed at multiple locations within the water line trench located within the south-bound lane of the new road. Based on the geotechnical report and discussions with on-site personnel, the soil profile contains a silty, sandy water-bearing layer at or within 12 to 24 inches of the pavement subgrade elevation. A proof roll was not performed. Rutted areas were anticipated to fail a proof roll and the site-grading contractor (Miller Brothers) was reluctant to risk getting stranded at the soft locations along the road cut.

At some of the northern portions of the roadcut, a yellow clay was observed at the exposed subgrade. Based on the boring logs, this material may have a liquid limit above 50%. Where the new roadway intersects an existing roadway, the water-bearing layer is very close to the roadway subgrade and is anticipated to be at a minimum 7-ft thickness. Based on comments by others, this water bearing layer was completely undercut during construction of the presently-existing road.

Recommendations:

At locations where the subgrade has been rutted and/or disturbed, the weak material should be undercut to expose approved material. The undercut should be backfilled with suitable lean clay structural fill. Consideration could be given to the use of chemically stabilized cohesive structural fill. Due to the presence of a shallow water-bearing layer, compacted stone and geogrid is not recommended as a backfill option. Once the rutted and/or disturbed weak locations have been remediated, the upper 16 inches to 18 inches of the roadway subgrade should be cement stabilized per ODOT Item 206. The roadway subgrade should be proof-rolled within 24 hours of pavement construction.

Services:

Terracon Rep.: Dendramis, Nancy

Reported To:

Contractor:

Report Distribution:

(1) Warren County OH, Bill Williams

(1) Granger Construction Company, Kyle
Rosinski

(1) Granger Construction Company, Jason
Wochrle
(1) Megen Construction Co Inc, Jason
Kaminski

Reviewed By:



Deron Buchanan
Project Manager

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

Jason Woehrle

From: Jason Woehrle
Sent: Friday, July 12, 2019 9:23 AM
To: James M. Hahn; jkaminski@megenconstruction.com; Kyle Rosinski; Dendramis, Nancy C.; 'Timothy S. Foster'; 'Buchanan, Deron S.'; 'Braden Martinez'
Cc: Rob Train
Subject: Warren County Jail - Soft Soil Notes

Below are my notes from our call today:

- Upon initial visual inspection, Terracon noted that areas between borings R3 and R4 seem to need the most stabilization work. Boring R4 has the highest moisture content at 3.5' although no water table was noted on the geotechnical report for either boring R3 or R4. Granger noted that the initial geotechnical report noted that 3' of fill was required in this area. The final road drawings show 3' of cut required. IDE noted that the grading plan was in flux at the time the geotechnical report was published. Terracon noted that if 3' of fill was required above the existing soil, the need for remediation could have been reduced or eliminated.
- Terracon concerned with the wet areas currently observed onsite. Although it is possible to only chemically treat (stabilize) just the soft areas, it might be wise to treat all soils as inclement weather can introduce new soft soils.
- Miller Brothers stabilization subcontractor, Mt Carmel, is onsite today to take samples of the soil in multiple locations. In addition to the soft/wet soils currently observed, Terracon cautions that there may be an area of fat clay on the south end of the road. If the sample identifies as fat clay, and is not chemically treated, it could cause heaving at the road in the future. Mt Carmel will be providing their stabilization recommendation later today. To test for fat clay, a liquid limit test will need to be run that takes approximately 3 days to complete.
- Terracon noted 3 possible options but stated that cement stabilization is the most appropriate for this application:
 - a. Lime kiln dust – used to dry small areas, very unpredictable. Good for drying soil but quickly deteriorates. Not recommended
 - b. Lime stabilization – should take air out of most of the voids and dry soil but does not always yield high strength. No recommended
 - c. Cement stabilization – robust layer of cement that is compacted into the soils – provides high strength and consistency. Highly recommended
- Based on the chemical treatment options above, Granger/Megen proposed to the group 3 possible options for soil stabilization and requested Miller Brothers provide a price for each by 7/12:
 1. Cement stabilization of entire road – highest cost option, most reliable option, most expedient option.
 2. Cement stabilization of only soft areas – if new areas are discovered during road construction, stabilization contractor will need to come back out – adding costs and days to schedule.
 3. Spread soils out to dry, then recompact – lowest cost, least expedient option, highly weather dependent. Contractor spreads out the unsuitable soils to all for proper drying (weather permitting). Once soils have been dried out, they are moved back into position and compacted in lifts prior to road work. Adds weeks to schedule.
- Terracon wants to look into the storm backfill profile (stone up to subgrade) sitting next to wet trench. Terracon may require alternative backfill for these trenches. Will advise by COB 7/15.
- Proposed recovery schedule based on approval of option #1 above
 1. 7/17 – 7/17 Cement stabilization full road
 2. 7/18 – 7/19 Recompact and regrade
 3. 7/20 – 7/21 48 hour cure period over the weekend
 4. 7/22 – 7/26 Storm sewer installation
 5. 7/29 – 8/13 Road prep, asphalt, and striping

6. 8/14 Road opens to traffic (Miller working on options to open road on Tuesday 8/12 ahead of groundbreaking and students first day at Donovan)
7. 8/13 – 8/23 Landscaping

Once I have pricing information from Miller and Terracon input on storm backfill material, I will present to Warren County.

Please advise by the end of the day today if there are any additions or corrections needed.

Jason Woehrle | Regional Director

GRANGER | ADVANCE THE ART OF BUILDING
400 Lazelle Rd, Suite 18A | Columbus, OH 43240
o. 614.705.2280 | c. 614.595.7909



OWNER CHANGE ORDER

Granger Construction Company
1822-00 Warren County Jail

CHANGE ORDER DATE:
07/17/2019
CHANGE ORDER #: 2

TO (CONTRACTOR): Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

DISTRIBUTION: Granger Construction Company
 Wachtel & McAnally Architects/Planners, Inc
 Warren County

CHANGE ORDER INFORMATION

You are directed to make the following changes to this Contract:

PROJECT	ACO	DESCRIPTION	PCO TYPE	PCO	CONTRACT CHANGE
1822-00	2	Northern Roadway Stabilization	GOR	2	\$36,212.00

TOTAL: \$ 36,212.00

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was	\$1,371,587.00
The net change by previously authorized Change Orders was	\$ 36,212.00
The Contract Sum prior to this Change Order was	\$ 36,212.00
The Contract Sum will be increased by this Change Order	\$ 36,212.00
The new Contract Sum will be	\$ 72,424.00
The Contract Time will be unchanged	\$1,444,006.00

AUTHORIZED BY OWNER:

Warren County
406 Justice Drive
Lebanon, OH 45036

By: [Signature]
Date: 7-19-19

ACCEPTED BY CONTRACTOR

Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

By: [Signature]
Date: 7/18/19

ARCHITECT/ENGINEER

Wachtel & McAnally Architects/Planners, Inc
35 South Park Place, Ste 350
Newark, OH 43055

By: [Signature]
Date: 7/18/19



1613 S Defiance St.
P.O Box 30
Archbold, Ohio
419-445-1015
Fax 419-446-2626

July 17, 2019

Jason Woehrle, *Regional Director*
Granger Construction Company
400 Lazelle Rd., Suite 18A
Columbus, Ohio 43240

RE: COR 001 – Cement Stabilization

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If you have any questions or concerns, please do not hesitate to contact me.

Thank you,

Braden Martinez

Miller Bros. Construction, Inc.

SUBGRADE OBSERVATION REPORT

Report Number: N1191333.0012
Service Date: 07/11/19
Report Date: 07/12/19

Terracon

611 Lunken Park Dr
Cincinnati, OH 45226-1813
513-321-5816

Client

Warren County OH
Bldg. Inspections
Attn: Bill Williams
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Services:

Terracon Rep.: Dendramis, Nancy

Reported To:

Contractor:

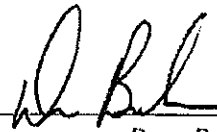
Report Distribution:

(1) Warren County OH, Bill Williams

(1) Granger Construction Company, Kyle
Rosinski

(1) Granger Construction Company, Jason
Wuehler
(1) Megen Construction Co Inc, Jason
Kaminiski

Reviewed By:



Deron Buchanan
Project Manager

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

Jason Woehrle

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To: James M. Hahn; jkaminski@megenconstruction.com; Kyle Rosinski; Dendramis, Nancy C.; 'Timothy S. Foster'; 'Buchanan, Deron S.'; 'Braden Martinez'
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Subject: Warren County Jail - Soft Soil Notes

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7. 8/13 – 8/23 Landscaping

Once I have pricing information from Miller and Terracon input on storm backfill material, I will present to Warren County.

Please advise by the end of the day today if there are any additions or corrections needed.

Jason Woehrle | Regional Director

GRANGER | ADVANCE THE ART OF BUILDING
400 Lazelle Rd, Suite 18A | Columbus, OH 43240
o. 614.705.2280 | c. 614.595.7909

Resolution

Number 19-0957

Adopted Date July 23, 2019

APPROVE CHANGE OF TOWNSHIP BOUNDARIES OF LEBANON TOWNSHIP TO MAKE THEM, IN PART, IDENTICAL TO THOSE OF THE CITY OF LEBANON

WHEREAS, this Board of County Commissioners is in receipt of a petition by the City of Lebanon, Ohio to change the boundaries of Lebanon Township to make them identical, in part, with the boundaries of the City of Lebanon; and

WHEREAS, pursuant to Ohio Revised Code Section 503.07, the Board of County Commissioners, upon presentation of such petition, with the proceedings of the legislative authority authenticated, shall upon petition of a City change the boundaries of the township when the limits of such corporation include territory lying in more than one township; and

NOW THEREFORE BE IT RESOLVED, that the prayer of the City of Lebanon be granted for such changes in and extensions of the boundary lines of Lebanon Township as may be necessary so that it may include therein, those portions of Turtlecreek Township, Warren County, Ohio, which has, by successive orders of the Warren County Board of Commissioners, been annexed to the City of Lebanon, said territory having been accepted by the City pursuant to ordinance number 2019-048 and Ordinance Number 2019-040 to make the boundary lines of Lebanon Township co-extensive with the corporate limits of the City of Lebanon; copy of petition attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: City of Lebanon (file)
Auditor _____ (certified)
RPC (file)
Dispatch

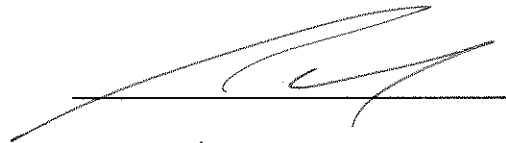
Turtlecreek Township
Map Room
GIS
Board of Elections

PETITION FOR A CHANGE IN TOWNSHIP BOUNDARIES

Now comes the City of Lebanon, Ohio, a municipal corporation, by its City manager, and petitions the Board of County Commissioners of warren County, Ohio, pursuant to Ohio Revised Code Section 503.07, for an order changing the boundaries of Lebanon Township so as to include therein certain parts of the City of Lebanon, and for such other actions which may be proper in this matter. The portions of the City of Lebanon, Ohio not now included within the limits of Lebanon Township include the following: those portions of Turtlecreek Township, Ohio annexed by the City of Lebanon, Ohio by Ordinance number 2019-048, passed June 25, 2019, and approved by the Warren County Board of County Commissioners by Resolution No. 19-0405, adopted April 2, 2019 (copies of said Ordinance and Resolution are attached hereto as Exhibits "A" and "B" respectively).

A complete and accurate description of the additional area of the City of Lebanon, Ohio which is now to be included in Lebanon Township is attached hereto, marked Exhibit "C" and incorporated herein by reference as if fully set forth.

This petition is filed through the authority of Ordinance No. 2019-040, passed May 28, 2019. A true copy of said Ordinance is attached hereto as Exhibit "D" made a part hereof and incorporated herein as if fully set forth.



Scott Brunka
City Manager,
Lebanon, Ohio

WARREN COUNTY
COMMISSIONERS

2019 JUL 18 PM 2:59

RECEIVED

I hereby certify that this is a true and correct copy of the petition directed to be filed by the City Council of Lebanon, Ohio by Ordinance 2019-2019-040.

A handwritten signature in black ink, reading "Daniel Burke", is written above a horizontal line.

Daniel Burke

City Auditor,

Lebanon, Ohio

Exhibit A

ORDINANCE NO. 2019-048

AN ORDINANCE ACCEPTING APPLICATION FOR ANNEXATION- 1 ACRE PARCEL KNOWN AS THE CARDINAL LANDSCAPING ANNEXATION AND DECLARING AN EMERGENCY

WHEREAS, on May 14, 2019 this Council enacted Resolution No. 2019-041, indicating municipal services are to be provided to certain real property proposed to be annexed to the City of Lebanon from Turtlecreek Township, Warren County, Ohio, known as the "Cardinal Landscaping Annexation"; and,

WHEREAS, on April 2, 2019, the Warren County Commissioners enacted their Resolution No. 19-0405, authorizing the annexation of said territory, which Resolution was delivered to the Agent for the Petitioners and the Clerk of the Lebanon City Council on April 4, 2019, with a certified transcript of proceedings pursuant to R.C. 709.022 and R.C. 709.033;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Lebanon, State of Ohio:

SECTION 1. That the annexation of real estate in Warren County and adjacent to the City of Lebanon, an accurate map of which territory, together with a petition for its annexation and other documents related thereto, and a certified transcript of the proceedings of the Warren County Commissioners in relation thereto are and have been on file for more sixty (60) days with the Clerk of this Council, is hereby accepted pursuant to R.C. 709.04.

SECTION 2. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, welfare and morals of the City of Lebanon and further immediate adoption is necessary for the timely completion of a business expansion that shall enhance employment opportunities and economic development within the City of Lebanon, Ohio by the owners of the property to be annexed, then this ordinance shall take effect immediately upon its adoption.

Mayor [Signature]
Mayor

Passed: June 25, 2019

Attest:

[Signature]
Clerk of Council

Sponsor

Mr. Messer
Council member

City
Manager

[Signature]

City
Auditor

[Signature]

City
Attorney

[Signature]

CERTIFICATE

The undersigned, Clerk of Council, Lebanon, Ohio hereby certifies the foregoing to be a true and correct copy of Ordinance 2019-048, adopted June 25, 2019.

[Signature]
Clerk of Council

Exhibit B

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

Resolution

Number 19-0405

Adopted Date April 02, 2019

APPROVE ANNEXATION OF 1.00 ACRE TO THE CITY OF LEBANON, MARK S. YURICK, AGENT, PURSUANT TO OHIO REVISED CODE SECTION 709.022 [A.K.A. EXPEDITED TYPE 1 ANNEXATION]

WHEREAS, this Board is in receipt of an annexation petition from Mark S. Yurick, Agent to annex 1.00 acre to the City of Lebanon filed on the 22nd of March 2019; and

WHEREAS, said petition for annexation was filed pursuant to and specifically requests that the Board follow ORC §709.022 [a.k.a. Expedited Type 1 Annexation]; and,

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

- Signatures of all of the property owners in the territory proposed to be annexed.
- Accurate legal description of the perimeter of the territory proposed to be annexed.
- Accurate map and plat of the territory
- Name of person or persons to act as the agent for the petitioners.

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

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

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

Resolution adopted this 2nd day of April 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/to

cc: Mark Yurick, Agent
RZC
Auditor _____
City of Lebanon

RPC
Map Room
Annexation file
Turtlecreek Township

Exhibit C

Description

1.000 Acres
Turtlecreek Township
Warren County, Ohio

Situated in the State of Ohio, Warren County, Turtlecreek Township, Section 11, Town 4 Range 3 and being a part of a 0.943 acre tract and a 0.340 acre tract conveyed to A.W. Cardinal, Inc., recorded in O.R. 5483, Page 368 of the Warren County Recorder's Office and being more particularly described as follows:

Commencing at the intersection of the centerline of ^{HAMILTON} ~~McClure~~ Road with the centerline of State Route 63 and being the northwest corner of said Section 11; thence along the centerline of State Route 63 and the north line of Section 11, N89°00'23"E a distance of 699.90 feet to the northwest corner of said 0.340 acre tract, thence along the west line of said 0.340 acre tract S13°12'43"E a distance of 66.48 feet to the Point of Beginning; thence along the south Right of Way line of State Route 63 as shown on the R/W Plan, Warren County, War-63-(5.01 - 5.24), for the following two (2) courses and distances

- 1) S88°03'00"E a distance of 93.34 feet;
- 2) N89°17'00"E a distance of 111.99 feet;

Thence along the lines of said 0.943 acre tract and said 0.340 acre tract for the following three courses and distances;

- 1) S03°13'00"E a distance of 240.97 feet;
- 2) S86°47'00"W a distance of 164.08 feet;
- 3) N13°12'43"W a distance of 236.39 feet to the point of beginning

Containing 1.000 acres more or less.

This description was prepared from the deed of record and Right of Way Plan and not the result of a field survey.

Exhibit D

ORDINANCE NO. 2019-040

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AND PRESENT A PETITION FOR A CHANGE OF TOWNSHIP BOUNDARIES TO THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS 1.0 ACRE PARCEL KNOWN AS THE CARDINAL LANDSCAPING ANEXATION

WHEREAS, the City of Lebanon is situated in Lebanon Township; and,

WHEREAS, the City Council of the City of Lebanon, Ohio has determined that it is in the best interests of the City of Lebanon for the municipal limits to be situated in a single township; and,

WHEREAS, Ohio revised code section 503.07 directs a procedure whereby, due to a change of the limits of a municipal corporation, said corporation includes territory lying in more than one township, a city may petition the Board of County Commissioners for a change in township lines in order to make them identical, in whole or in part, with the limits of the municipal corporation, and said Board of County Commissioners shall upon the petition of a city change the boundaries of the township.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Lebanon, Ohio:

SECTION 1. That the City Manager is hereby authorized and directed to present to the Board of County Commissioners of Warren County a Petition praying for such change and extensions of eth boundary lines of Turtlecreek Township which have been annexed to the City of Lebanon as so to include within the boundary lines of Lebanon Township the limits of the City of Lebanon as set out in the Petition attached hereto as exhibit "A" and incorporated herein by reference as if fully set forth.

SECTION 2. That the City Manager of the City of Lebanon is hereby authorized and directed to execute a Petition for a change of Township boundaries in accordance with the form attached hereto and marked as "Exhibit A."

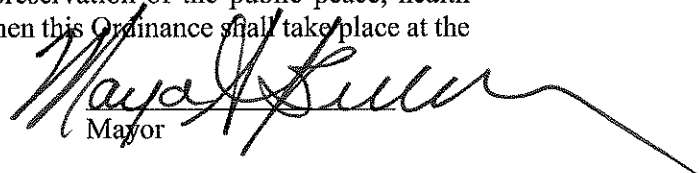
Section 3. This Ordinance is necessary for the preservation of the public peace, health safety, morals and welfare of the City of Lebanon, Ohio, then this Ordinance shall take place at the earliest period allowable by law.

Passed:
Attest:

May 28, 2019



Clerk of Council

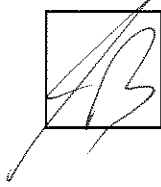

Mayor

Sponsors

Mr. Aylor, Mr. Messer

Council members

City
Manager



City
Auditor



City
Attorney



Resolution

Number 19-0958

Adopted Date July 23, 2019

ADVERTISE FOR BIDS FOR THE FY19 FRANKLIN TOWNSHIP ROAD PAVING PROJECT

BE IT RESOLVED, to advertise for bids for the FY19 Franklin Township Road Paving Project to be funded under the County's Community Development Block Grant Program for the Warren County Office of Grants Administration; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County website, beginning the week of August 4, 2019; bid opening to be August 20, 2019 @ 9:00 a.m.

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

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

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KHV

cc: OGA (file)
OMB Bid file

Resolution

Number 19-0959

Adopted Date July 23, 2019

AUTHORIZE THE WARREN COUNTY ENGINEER TO COOPERATE WITH THE BUTLER COUNTY ENGINEER TO CONSTRUCT IMPROVEMENTS AT THE INTERSECTION OF BUTLER-WARREN ROAD AND SOCIALVILLE-FOSTERS ROAD AND WEST CHESTER ROAD, TO SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the Butler County Engineer's Office is planning to make capital improvements to reduce traffic congestion and improve safety at the intersection of Butler-Warren Road at West Chester Road in West Chester Township and Socialville-Fosters Road in Deerfield Township, in cooperation with the Warren County Engineer's Office, and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs, and

WHEREAS, the Butler County Engineer and the Warren County Engineer agree to a total construction cost estimate of \$2,225,348 with Butler County's share of the project as 50% of the total being an amount of \$1,112,674 and Warren County's share of the project as 50% of the total cost being an amount of \$1,112,674 and to pay for costs exceeding the project estimate within their jurisdiction; and

WHEREAS, Butler County will apply for OPWC funding for their portion of the project and Warren County will apply for OPWC funding for their portion of the project based on their portions of estimated costs mentioned above; and

WHEREAS, the Board of Warren County Commissioners agrees to have the Butler County Engineer act as project manager,

NOW THEREFORE BE IT RESOLVED, by the Board of Warren County Commissioners, State of Ohio:

Section 1: To agree to share costs of the project and to assignment of project management duties as described above.

Section 2: To authorize the Warren County Engineer to submit the OPWC application as attached hereto and made a part hereof.

RESOLUTION #19-0959
JULY 23, 2019
PAGE 2

Section 3: To authorize the Warren County Engineer to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

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

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

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in cursive script that reads "Tina Osborne". The signature is written in black ink and is positioned above a horizontal line.

Tina Osborne, Clerk

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

**COOPERATIVE AGREEMENT
BETWEEN BUTLER COUNTY AND WARREN COUNTY
FOR THE BUTLER-WARREN ROAD/WEST CHESTER ROAD/SOCIALVILLE-
FOSTER ROAD INTERSECTION IMPROVEMENT PROJECT**

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

WHEREAS, BUTLER COUNTY and WARREN COUNTY desire to improve the Butler-Warren Road at the intersection of West Chester Road/Socialville-Foster Road in order to realign the intersection with the addition of a roundabout, in accordance with the specifications of BUTLER COUNTY's contract for the Butler-Warren Road/West Chester Road/Socialville-Foster Road Intersection Improvement Project hereinafter referred to as "PROJECT";

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

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

NOW THEREFORE, the parties do agree as follows:

BUTLER COUNTY and/or the BUTLER ENGINEER will:

- 1) be responsible to complete the necessary design work for the PROJECT using Palmer Engineering per Resolution 18-07-01311 (Adopted on July 16, 2018) and be responsible for one half of the PROJECT design costs, estimated to be \$165,932 based on the total design of the PROJECT of \$331,863.
- 2) at the conclusion of the PROJECT's design with the participation of WARREN COUNTY and/or the WARREN ENGINEER complete the following PROJECT CONSTRUCTION TASKS:
 - a) prepare Bid Documents for construction of PROJECT and advertise for Bids in a newspaper of general circulation within Butler County.

- b) receive and open sealed Bids in accordance with rules established by the Board of County Commissioners of Butler County.
 - c) evaluate Bids and make recommendation for award.
 - d) be responsible for the execution of a Contract with the successful Bidder, hereinafter referred to as "CONTRACTOR."
 - e) administer a Contract with the CONTRACTOR and/or any approved and properly executed Change Orders to the Contract.
 - f) after receiving an invoice from the CONTRACTOR, verify that the invoiced work has been completed and directly reimburse the CONTRACTOR.
 - g) upon approving an invoice from the CONTRACTOR, invoice WARREN ENGINEER for WARREN COUNTY's portion of the PROJECT.
 - h) after receiving any request from the CONTRACTOR for changes/modifications to the Contract, evaluate the proposed scope of work and the additional compensation, if any, for the changes/modifications, prepare the appropriate Change Order and submit the Change Order to WARREN COUNTY and/or the WARREN ENGINEER for approval.
 - i) as may become necessary due to any approved Change Order with the CONTRACTOR, invoice the WARREN ENGINEER for Warren County's portion of any Change Order.
 - j) supervise, monitor and inspect construction of the PROJECT. BUTLER COUNTY and/or BUTLER ENGINEER further agree to ensure that the Contractor complies with all of the terms and conditions of the contract.
- 3) be responsible to apply to the Ohio Public Works Commissioner (OPWC) for 50% of the local match. The total local match for both Butler and Warren Counties is estimated to be \$625,216. Butler County will be responsible for an estimated amount of \$312,608. Total PROJECT construction costs are estimated to be approximately \$2,170,605 of which \$1,545,390 will be federal funds with the balance being comprised of the local match.

WARREN COUNTY and/or the WARREN ENGINEER will:

- 1) participate in the design review of the PROJECT and be responsible for one half of the PROJECT design costs, estimated to be \$165,932 based on the total design of the PROJECT of \$331,863.
- 2) participate with the BUTLER ENGINEER in the PROJECT CONSTRUCTION TASKS (as listed in Butler County Item No. 2) and authorize BUTLER COUNTY and/or the BUTLER ENGINEER to execute and administer a Contract and/or any

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

- 3) supervise, monitor and inspect the portion of the PROJECT construction located within Warren County in coordination and cooperation with the BUTLER ENGINEER.
- 4) after a Construction Change Order to the Contract with the CONTRACTOR is received from the BUTLER ENGINEER, promptly review and approve the Construction Change Order for any work completed within Warren County. Said approval is not to be unreasonably withheld.
- 5) as may become necessary due to a Construction Change Order and upon proper invoicing by the BUTLER ENGINEER, pay to the BUTLER COUNTY TREASURER the additional amount for WARREN COUNTY's portion of Construction Change Order.
- 6) be responsible to apply to the Ohio Public Works Commissioner (OPWC) for 50% of the local match. The total local match for both Butler and Warren Counties is estimated to be \$625,216. Warren County will be responsible for an estimated amount of \$312,608. Total PROJECT construction costs are estimated to be approximately \$2,170,605 of which \$1,545,390 will be federal funds with the balance being comprised of the local match.
- 7) upon proper invoicing by the BUTLER ENGINEER, pay to the BUTLER COUNTY TREASURER the total amount of WARREN COUNTY'S share of the PROJECT Construction Costs.

BUTLER COUNTY and WARREN COUNTY further agree that:

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

BUTLER COUNTY:

IN WITNESS WHEREOF, upon written recommendation of the Butler County Engineer, the Butler County Board of County Commissioners has adopted its Resolution No. 19-07-01151 on July 8, 2019 approving and authorizing the execution of this Agreement.

RECOMMENDED BY:
BUTLER COUNTY ENGINEER

BOARD OF COUNTY COMMISSIONERS
OF BUTLER COUNTY, OHIO

BY: Gregory J. Wilkens

[Signature]
President

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

[Signature]
Vice President

TITLE: County Engineer

DATE: 6/15/2019

Cindy Carpenter
Commissioner

DATE: July 8, 2019

Approved as to Form Only:

BY: [Signature]
Dan Ferguson, Assistant Prosecuting Attorney
Butler County, Ohio
Date: 6/21/19

WARREN COUNTY:

IN WITNESS WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has adopted its Resolution No. 19-0959 on July 23, 2019~~6~~ approving and authorizing the execution of this Agreement.

RECOMMENDED BY:
WARREN COUNTY ENGINEER

BOARD OF COUNTY COMMISSIONERS
OF WARREN COUNTY, OHIO

BY: Neil F. Tunison

BY: Shannon Jones

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

NAME: Shannon Jones

TITLE: County Engineer

TITLE: President

DATE: 6/11/2019

DATE: 7/23/19

Approved as to Form:

DAVID P. FORNSHELL, PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

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

Resolution

Number 19-0960

Adopted Date July 23, 2019

SET PUBLIC HEARING TO CONSIDER AMENDMENTS TO THE WARREN COUNTY THOROUGHFARE PLAN

BE IT RESOLVED, to set the public hearing to consider the attached amendments to the Warren County Thoroughfare Plan; said public hearing to be held August 20, 2019, at 9:45 a.m. in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio; and

BE IT FURTHER RESOLVED, to advertise notice thereof in a newspaper of general circulation, at least (10) days prior to said public hearing.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: RPC
RZC (file)
Public Hearing file
Bruce McGary
Township Trustees
County Engineer

Resolution

Number 19-0961

Adopted Date July 23, 2019

SET PUBLIC HEARING TO CONSIDER AMENDMENT TO THE WARREN COUNTY COMPREHENSIVE PLAN TO AMEND THE WAYNE TOWNSHIP FUTURE LAND USE MAP

BE IT RESOLVED, to set the public hearing to consider an amendment to the Warren County Comprehensive Plan to amend the Wayne Township Future Land Use Map; said public hearing to be held August 20, 2019, at 10:00 a.m. in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio 45036; and

BE IT FURTHER RESOLVED, to advertise notice thereof in a newspaper of general circulation, at least (10) days prior to said public hearing.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: RPC
RZC (file)
Public Hearing file
Bruce McGary
Wayne Township Trustees

Resolution

Number 19-0962

Adopted Date July 23, 2019

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 7/16/19 and 7/18/19 as attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 19-0963

Adopted Date July 23, 2019

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE FOR M/I HOMES OF CINCINNATI, LLC FOR HUDSON HILLS, SECTION 2 SITUATED IN DEERFIELD TOWNSHIP

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

RELEASE

Bond Number	:	17-020 (W/S)
Development	:	Hudson Hills, Section 2
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$48,072.54
Surety Company	:	Capitol Indemnity Corporation (60123321)

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

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

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Suite 100, Cincinnati OH 45249
Capitol Indemnity Corporation, PO Box 5900, Madison WI 53705
Water/Sewer (file)
Bond Agreement file

Resolution

Number 19-0964

Adopted Date July 23, 2019

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE FOR THE TRAILS OF SHAKER RUN HOLDINGS LLC FOR THE TRAILS OF SHAKER RUN, SECTION ELEVEN SITUATED IN TURTLECREEK TOWNSHIP

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

RELEASE

Bond Number	:	17-021 (W/S)
Development	:	Trails of Shaker Run, Section Eleven
Developer	:	Trails of Shaker Run Holdings LLC
Township	:	Turtlecreek
Amount	:	\$11,464.00
Surety Company	:	North Side Bank and Trust Company (LOC #759)

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

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

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Trails of Shaker Run Holdings LLC, 5780 State Route 128, Cleves OH 45002
North Side Bank and Trust Co., 4125 Hamilton Ave., Cincinnati OH 45223
Water/Sewer (file)
Bond Agreement file

Resolution

Number 19-0965

Adopted Date July 23, 2019

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE FOR FLYING R RANCH, LLC FOR AFTON FALLS SECTION 5 SITUATED IN DEERFIELD TOWNSHIP

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

RELEASE

Bond Number	:	18-004 (W/S)
Development	:	Afton Falls, Section 5
Developer	:	Flying R Ranch, LLC
Township	:	Deerfield
Amount	:	\$19,219.50
Certified Check	:	Merrill Lynch Check #915500486

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

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

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

CGB

cc: Flying R Ranch, LLC, 2710 Western Row Road, Maineville, OH 45039
OMB – Sue Spencer
Water/Sewer (file)
Bond Agreement file

Resolution

Number 19-0966

Adopted Date July 23, 2019

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE FOR GRAND COMMUNITIES, LTD FOR SHAKER RUN, SECTION 5, PHASE C SITUATED IN TURTLECREEK TOWNSHIP

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

RELEASE

Bond Number	:	18-010 (W/S)
Development	:	Shaker Run, Section 5, Phase C
Developer	:	Grand Communities, Ltd.
Township	:	Turtlecreek
Amount	:	\$4,608.73
Surety Company	:	RLI Insurance Company (CMS0330489)

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

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

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Grand Communities, Ltd., Dave Stroup, 3940 Olympic Blvd, Suite 100, Erlanger KY 41018
RLI Insurance Company, 525 W. Van Buren, Suite 350, Chicago, IL 60607
Water/Sewer (file)
Bond Agreement file

Resolution

Number 19-0967

Adopted Date July 23, 2019

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE FOR GRAND COMMUNITIES, LTD. FOR SHAKER RUN, SECTION FOUR, PHASE B SITUATED IN TURTLECREEK TOWNSHIP

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

RELEASE

Bond Number	:	14-001 (W/S)
Development	:	Shaker Run, Section Four, Phase B
Developer	:	Grand Communities, Ltd.
Township	:	Turtlecreek
Amount	:	\$8,195.80
Surety Company	:	Westchester Fire Insurance Company (K0901858A)

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

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

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Grand Communities, Ltd., Attn: Paul A Metzger, 3940 Olympic Blvd., Ste 100, Erlanger KY 41018
Westchester Fire Insurance Co., 525 West Monroe Street, Suite 700, Chicago IL 60661
Water/Sewer (file)
Bond Agreement file

Resolution

Number 19-0968

Adopted Date July 23, 2019

APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the first of their mandated share for SFY 2020 be transferred into the Human Services Public Assistance Fund #2203; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #1101 into Human Services Fund #2203:


\$15,799.88	from	#11011112-5742	(Commissioners Grants - Public Assistance)
	into	#2203-49000	(Human Services - Public Assistance)

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

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

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Operational Transfer file
Human Services (file)
OMB

Resolution

Number 19-0969

Adopted Date July 23, 2019

APPROVE OPERATIONAL TRANSFER FROM COUNTY COMMISSIONERS' FUND #11011112 INTO MARY HAVEN YOUTH TREATMENT CENTER FUND #2270

WHEREAS, the Mary Haven Youth Center has requested that the third quarter of their 2019 operating contribution be transferred from the County Commissioners Fund #1101 into the Mary Haven Youth Treatment Center Fund #2270; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from County Commissioners Fund #1101 into Mary Haven Youth Treatment Center Fund #2270:

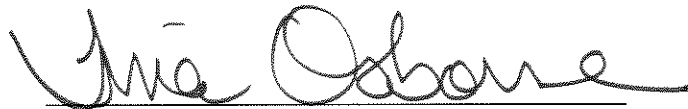
\$234,500.00 from #11011112-5744 (County Commissioners, Grants-Mary Haven)
into #2270-49001 (Mary Haven - County Grant Transfers)

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

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

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Operational Transfer file
Probate/Juvenile (file)
OMB

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

Resolution

Number 19-0970

Adopted Date July 23, 2019

APPROVE OPERATING TRANSFERS FROM SEWER 5580 (SURPLUS) INTO 5575 SEWER REVENUE PROJECTS

WHEREAS, it has previously been determined that all of the projects in Fund 5575 are going to be financed fully or partially through sewer revenue funds (surplus); and

WHEREAS, a portion of those funds are necessary to pay current and anticipated obligations within Fund 5575; and

NOW THEREFORE BE IT RESOLVED, to approve the following Operating Transfers:

\$1,700,000	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753380-AAREVENUE-5583-49000	(Waynesville Regional WWTP Project)
\$637,838	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753381-AAREVENUE-5583-49000	(Simpson Creek & Bear Run Lift Station Project)
\$119,526.41	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753384-AAREVENUE-5583-49000	(Waynesville Sewer Collection System Improvements Project)
\$55,000	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753386-AAREVENUE-5583-49000	(Sycamore Trails WWTP Upgrades Project)
\$500,000	from	#E-55803319-AAEXPENSE-55803319-5997	(Operational Transfers)
	into	#F-55753385-AAREVENUE-5583-49000	(LLMWWTP Improvements Project)

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

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

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mz

cc: Auditor
Operational Transfer file

Water/Sewer (File)

Resolution

Number 19-0971

Adopted Date July 23, 2019

APPROVE A SUPPLEMENTAL APPROPRIATION INTO HUMAN SERVICES FUND 2203

BE IT RESOLVED, to approve the following supplemental appropriation:

\$100,000.00 into 22035310 5410 (Contracts – BOCC approved)

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

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

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Human Services (file)

Resolution

Number 19-0972

Adopted Date July 23, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO BOARD OF ELECTIONS
TECHNOLOGY FUND #2217

BE IT RESOLVED, to approve the following supplemental appropriation:

\$100,675.26 into #22171300- -5317 (Non-Capital Purchase)

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

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

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 19-0973

Adopted Date July 23, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN COURT OF COMMON PLEAS
COURT SERVICES FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 1,200.00 from #11011223-5850 (Training-Education)
into #11011223-5855 (Clothing Personal Equipment)

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

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

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 19-0974

Adopted Date July 23, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN BOARD OF ELECTIONS FUND
11011300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$6,347.01 from #11011300-5210 (Material & Supplies)
 into #11011300-5830 (Workers Comp)

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

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

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 19-0975

Adopted Date July 23, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFFS OFFICE FUNDS
#11012210 AND 11012211

BE IT RESOLVED, to approve the following appropriation adjustments:

\$100,000	from	11012210 5102	(Salaries)
	into	11012210 5114	(Overtime)

\$5,000	from	11012211 5102	(Salaries)
	into	11012211 5114	(Overtime)

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 19-0976

Adopted Date July 23, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

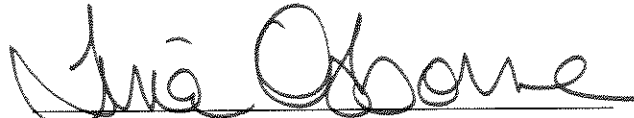
\$500.00 from #11012810-5910 (Telecom Other Expense)
 into #11012810-5855 (Telecom Clothing/Pers Equip)

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

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

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

Resolution

Number 19-0977

Adopted Date July 23, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation adjustment:

\$163,198.40 from #44923819-5400 (Purchased Services)
Into #44923823-5320 (Capital Purchases)

BE IT FURTHER RESOLVED, to authorize the County Administrator, Deputy County Administrator, or Clerk of the Board to approve the accompanying Purchase Order.

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

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

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

Resolution

Number 19-0978

Adopted Date July 23, 2019

GRANT TWELVE (12) MONTH EXTENSION OF THE PLANNED DEVELOPMENT COMPANY OF OHIO (CASE#101-2010) AKA GLENMORE SUBDIVISION SITE PLAN APPROVAL

WHEREAS, on August 30, 2016, (Resolution #16-1384) this Board approved the site plan review application of Planned Development Company of Ohio (Case#101-2016) AKA Glenmore Subdivision in Turtlecreek Township subject to certain conditions; and

WHEREAS, pursuant to Section 1.303.7 (C) of the Warren County Rural Zoning Code:

If development has not commenced within two (2) years following the site plan approval, the approval shall become null and void, requiring re-application. The applicant may only request an extension prior to the site plan approval expiration date. A written request for an extension shall be submitted to the Zoning Inspector. The Approving Authority may grant up to twelve (12) months in extension of its initial approval of the plan and entertain subsequent extensions thereafter.

WHEREAS, pursuant to Resolution #18-0737, this Board granted the first 12 month extension and is in receipt of a request for an additional twelve (12) month extension of approval pursuant to the Warren County Rural Zoning Code Section 1.303.7 (G); and

WHEREAS, this Board has considered the request presented by the Zoning Supervisor on behalf of the property owner; and

NOW THEREFORE BE IT RESOLVED, to grant a twelve (12) month extension of the Planned Development Company of Ohio (Case #101-2010) AKA Glenmore Subdivision Site Plan Approval, said extension shall expire August 30, 2020.

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

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

Resolution adopted this 23rd day of July 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: RZC (file)
RPC
Applicant (rarnold@mispdesign.com)