

Resolution

Number 19-1215

Adopted Date September 24, 2019

APPROVE PROMOTION OF JAMES BREWER TO THE POSITION OF WATER DISTRIBUTION WORKER III WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Brewer has successfully completed his 150 hours of backhoe training and is eligible to be promoted to a Water Distribution Worker III classification; and

WHEREAS, it is the desire of the Board to promote James Brewer to said position in accordance with the Sanitary Engineer's staffing plan; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of James Brewer to the position of Water Distribution Worker III within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #17, \$21.45 per hour, effective pay period beginning September 28, 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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 19-1216

Adopted Date September 24, 2019

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR ANDREW NAPIER WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Andrew Napier, Water Distribution Worker I within the Warren County Water and Sewer Department, has successfully completed a 365-day probationary period, effective September 17, 2019; and

NOW THEREFORE BE IT RESOLVED, to approve Andrew Napier's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$15.94 per hour effective pay period beginning September 28, 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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water and Sewer (file)
A. Napier's Personnel File
OMB – Sue Spencer

Resolution

Number 19-1217

Adopted Date September 24, 2019

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR OLIVIA ELTER WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Olivia Elter, Investigative Caseworker I within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective September 17, 2019; and

NOW THEREFORE BE IT RESOLVED, to approve Olivia Elter's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$16.46 per hour effective pay period beginning September 28, 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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 19-1218

Adopted Date September 24, 2019

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR TAMARA THOMAS WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Tamara Thomas, Case Aide within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective September 17, 2019; and

NOW THEREFORE BE IT RESOLVED, to approve Tamara Thomas' completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$15.67 per hour effective pay period beginning September 28, 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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
T. Thomas' Personnel File
OMB – Sue Spencer

Resolution

Number 19-1219

Adopted Date September 24, 2019

AUTHORIZE VICE PRESIDENT OF THE BOARD TO SIGN PERMIT APPLICATIONS FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL FOR A FUNDRAISING EVENT AT THE WARREN COUNTY FAIRGROUNDS

WHEREAS, the Love Tattoo Foundation is holding an event at the Warren County Fairgrounds on November 9, 2019, and November 30, 2019, in order to raise funds for various programs benefitting veterans; and

NOW THEREFORE BE IT RESOLVED, to authorize the Vice President of the Board to sign an F-2 Permit Application from the Ohio Department of Commerce, Division of Liquor Control, on behalf of the Love Tattoo Foundation for the purpose of obtaining a liquor license during the event being held at the Warren County Fairgrounds; copy of said application is attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Warren County Agricultural Society (file)
Randy Hayford
C/A—Ohio Department of Commerce, Division of Liquor Control

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1220

Adopted Date September 24, 2019

DECLARE VARIOUS ITEMS WITHIN BOARD OF ELECTIONS, DRUG TASK FORCE, FACILITIES MANAGEMENT, JUVENILE DETENTION CENTER AND TELECOMMUNICATIONS AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items from Board of Elections, Drug Task Force, Facilities Management, Juvenile Detention Center and Telecommunications in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sr

cc: 2019 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

Warren County Facilities Management

GovDeals # BOE19012

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Board of Elections

Date:

Aug 5, 2019

012

40- 8 Foot Folding Tables



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service

8/5/19

Did Item Work When Removed?

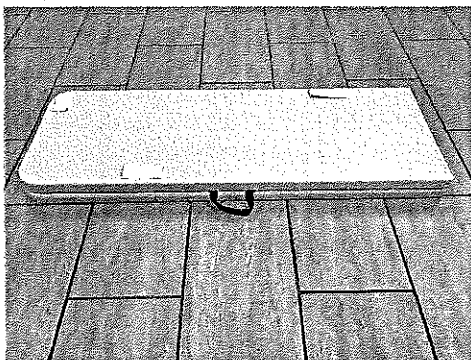
Yes

No

Unknown

Additional Comments

Lot of 40 - 8 foot folding tables with extendable legs. Most tables have several pieces of Velcro Strips on the tops. Tables have been used for years and some have small dents and scratches. All tables are usable.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Brian Sleeth

Title: Director

Phone Number x2682

Location of Item: Board of Elections

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

GovDeals # 80E19013

430 South East Street
513-695-1463

Michael D. Shodaan
Director

GovDeals Item Inspection Form

Board of Elections

Date:

Aug 5, 2019

013

40- 8 Foot Folding Tables



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service 8/5/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Lot of 40 - 8 foot folding tables with extendable legs. Most tables have several pieces of Velcro Strips on the tops. Tables have been used for years and some have small dents and scratches. All tables are usable.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Brian Sleeth

Title: Director

Phone Number x2682

Location of Item: Board of Elections

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

GovDeals # 80E19014

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

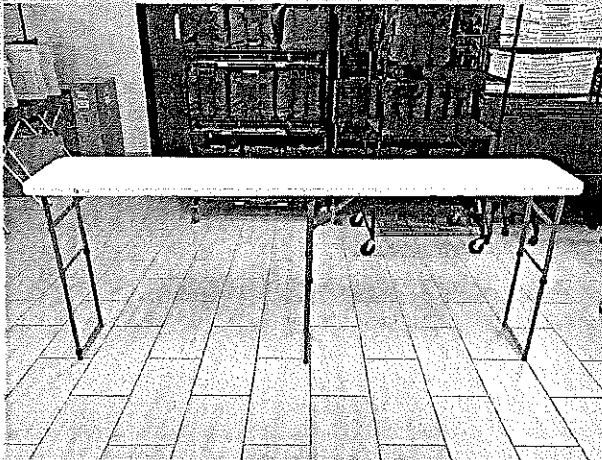
Board of Elections

Date:

Aug 5, 2019

014

40- 8 Foot Folding Tables



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service 8/5/19

Did Item Work When Removed?

Yes

No

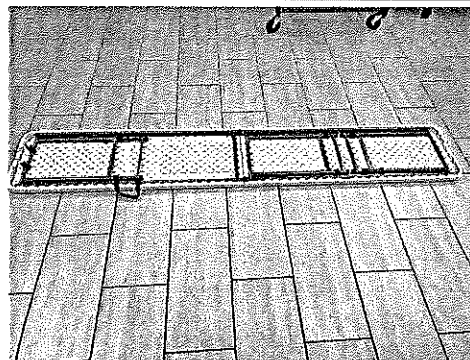
Unknown

Additional Comments

Lot of 40 - 8 foot folding tables with extendable legs. Most tables have several pieces of Velcro Strips on the tops. Tables have been used for years and some have small dents and scratches. All tables are usable.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Brian Sleeth

Title: Director

Phone Number X2682

Location of Item: Board of Elections

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals # DTF19101

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

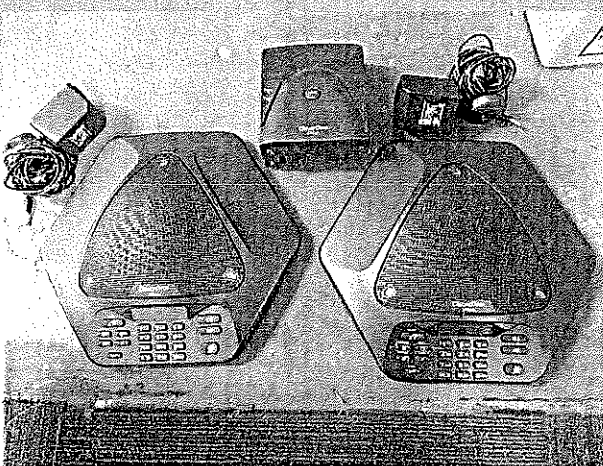
Drug Task Force

Date:

Sep 11, 2019

101

Wireless Conference Phone



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand ClearOne Max

Model #

Serial #

Date Removed From Service 9/11/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

ClearOne Max Wireless conference phones. Good working condition at last usage.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal

Phone Number x1285

Location of Item: WCSO

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals # FAC19043

430 South East Street
513-695-1463

Michael D. Shadoun
Director

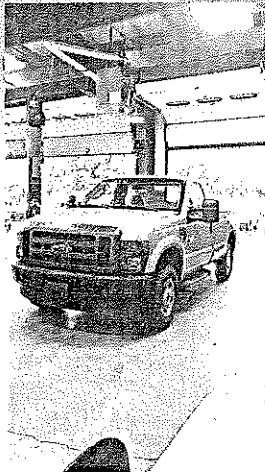
GovDeals Item Inspection Form

Facilities Management

Date: Sep 11, 2019

043

2008 FORD F-250



Select Item Type

Vin #

Title restriction?
 Yes No

Odometer Reading

Accurate?
 Yes No Unknown

Year

Make

Model

Does it Start?
 Yes No With Boost

Does it run?
 Yes No

Color

Exterior Condition?
 Good Minor Dents, Dings
Scratches or rust Sever dents, Dings
Scratches or Rust

Interior
 Cloth Leather Other

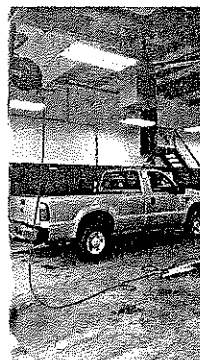
Interior Condition?
 Good Fair Poor

Additional Comments

2008 FORD F-250. 5.4L GASOLINE V8 ENGINE. AUTOMATIC TRANSMISSION. 4WD. STOCK AM/FM RADIO, A/C, DUAL AIRBAGS. REMOVED FROM SERVICE DUE TO RUST AND OVERALL CONDITION. TRUCK BED SUPPORTS ARE RUSTED AWAY AND BED IS LOOSE FROM FRAME.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: _____ Title: _____ Phone Number _____

Location of Item: 1433 WEST MAIN STREET LEBANON OHIO 45036. WARREN COUNTY GARAGE.

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals # FAC19044

430 South East Street
513-695-1463

Michael D. Shadock
Director

GovDeals Item Inspection Form

Facilities Management

Date:

Sep 18, 2019

044

2007 FORD F-250



Select Item Type

Vehicle

Vin #

1FTSX21507EA02676

Title restriction?
 Yes No

Odometer Reading

50358

Yes No Unknown

Year

2007

Make

FORD

Model

F-250

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

BLUE

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust Sever dents, Dings
Scratches or Rust

Interior

Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments

2007 FORD F-250. 5.4L GASOLINE V8 ENGINE. AUTOMATIC TRANSMISSION. STOCK AM/FM RADIO, A/C, POWER STEERING. WESTERN PLOW (ULTRA MOUNT) HYDRAULICS ARE NOT WORKING CORRECT BUT DID WORK AT THE END OF LAST WINTER. TRUCK IS BEING REMOVED FROM SERVICE DUE TO OVERALL CONDITION AND RUST.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name:

Title:

Phone Number

Location of Item: 1433 WEST MAIN STREET LEBANON OHIO 45036. WARREN COUNTY GARAGE.

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals # FAC19045

430 South East Street
513-695-1463

Michael D. Shaddan
Director

GovDeals Item Inspection Form

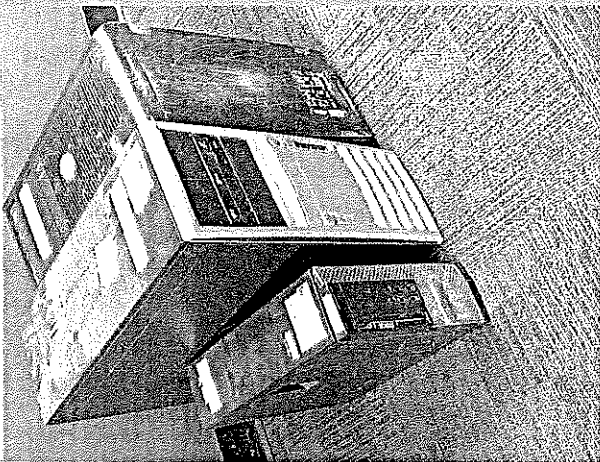
Facilities Management

Date:

Sep 3, 2019

045

LOT OF THREE COMPUTER TOWERS



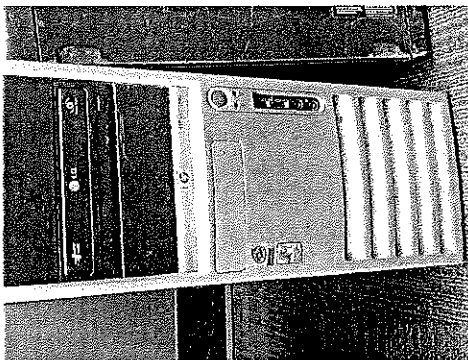
Select Item Type

Lot of Multiple Items

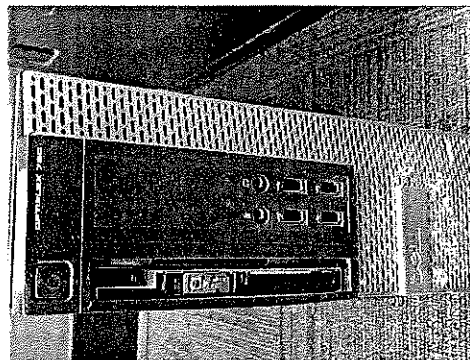
Qty	Brand	Model	Working Condition Y/N	Description
1	HP		UNK	COMPAQ- DC7100
1	DELL		UNK	OPTIPLEX 790
1	DELL		UNK	OPTIPLEX 780

Additional Comments

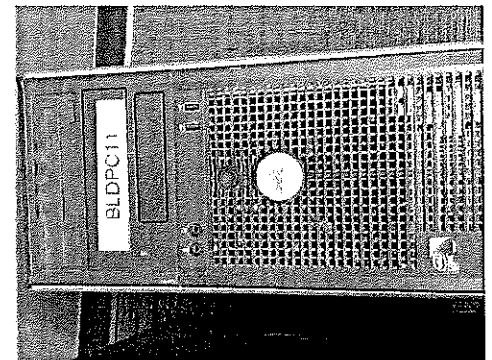
HP COMPAQ-DC7100- HARD DRIVE HAS BEEN REMOVED
DELL OPTIPLEX 790- HARD DRIVE HAS BEEN REMOVED- CD ROM PLAYER CONDITION IS UNKOWN
DELL OPTIPLEX 780- HARD DRIVE HAS BEEN REMOVED



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: SAM ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 1433 WEST MAIN STREET LEBANON OHIO 45036. WARREN COUNTY GARAGE.

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

GovDeals # JUV19011

430 South East Street
513-695-1463

Michael D. Shadon
Director

GovDeals Item Inspection Form

Juvenile

Date:

Sep 15, 2019

011

L-Shaped Desk with Hutch



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

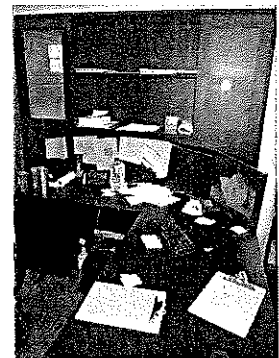
Desk is W 72" X D 30" X H 29" - The L from end to front of desk is W 72" X D 30" X H 29" - The Hutch is W 72" X D 15" X H 50.5" - From desk top to bottom shelf of the hutch is 20.25" (Curved molding covers the top of this opening) - Main desk has (2) drawers (Top drawer has lock) and a pencil drawer - The L has (2) drawers (Top drawer has lock) - The Hutch has an adjustable shelf - Sale is for desk and hutch only and does not include other items in the pictures



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Detention

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals # TEL19030

430 South East Street
513-695-1463

Michael D. Shadoen
Director

GovDeals Item Inspection Form

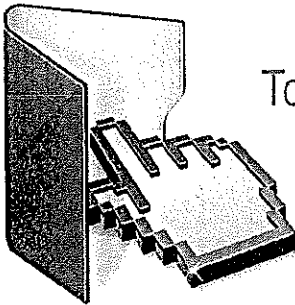
Telecommunications

Date:

Aug 6, 2019

030

ViewSonic Monitor



Click Here
To Upload Your
First Image

Select Item Type

Single Item

Category Computers, Parts and Supplies

Brand ViewSonic

Model # VS10866

Serial # QBN063802291

Date Removed From Service 8/6/19

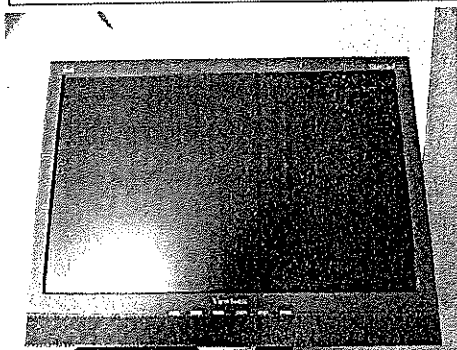
Did Item Work When Removed?

Yes

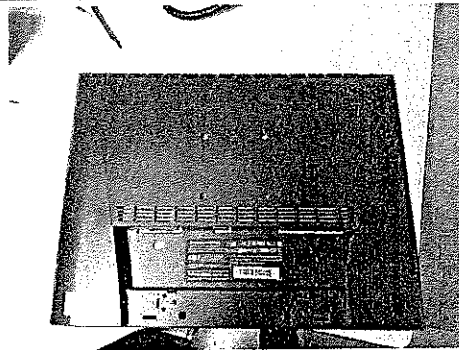
No

Unknown

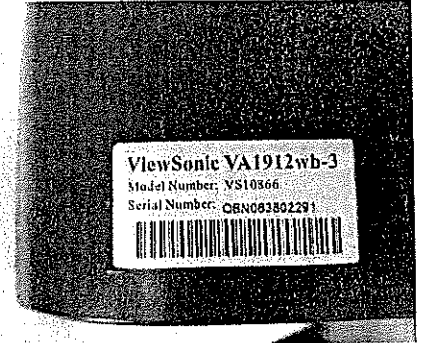
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr., Telcom, Lebanon, Oh 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

GovDeals #

TEL19031

430 South East Street
513-695-1463

Michael D. Shadoun
Director

GovDeals Item Inspection Form

Telecommunications

Date: Aug 27, 2019

031

HP Compaq dx2400 Mocrtower

Select Item Type Single Item

Category Computers, Parts and Supplies

Brand HP

Model # HP Compaq dx2400 Microtower

Serial # 2ua9040MDQ

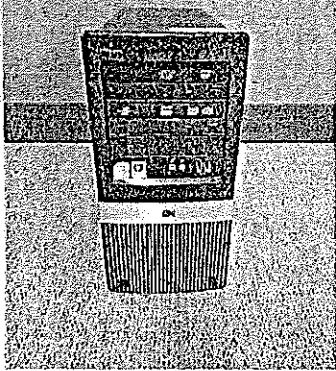
Date Removed From Service 8/27/19

Did Item Work When Removed?

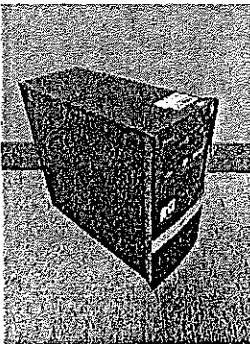
Yes

No

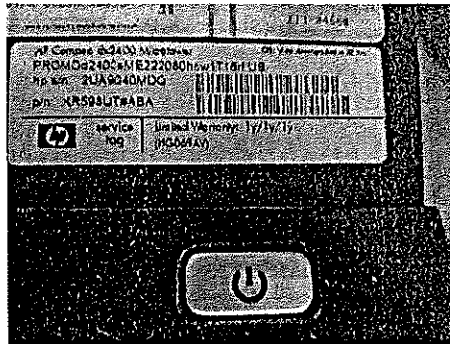
Unknown



Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr, Telecom, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals # TEL19032

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

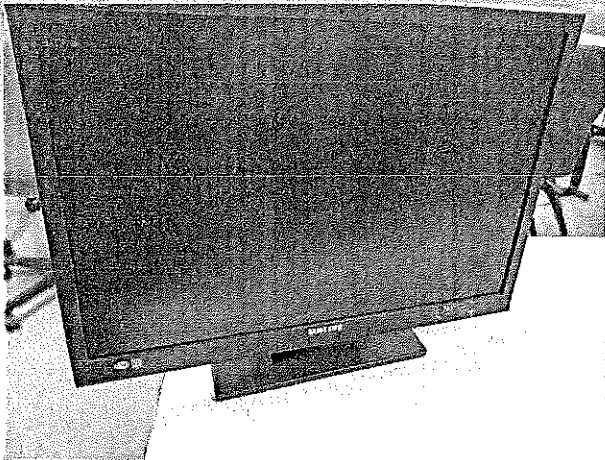
Telecommunications

Date:

Sep 9, 2019

032

Samsung Mintor



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	Samsung	S22A450MW	UNK	Z4J2HCLC500063L
1	Samsung	S23E200B	UNK	04JHCLH600580W

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr., Telecom, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals # TEL19033

430 South East Street
513-695-1463

Michael D. Shadoun
Director

GovDeals Item Inspection Form

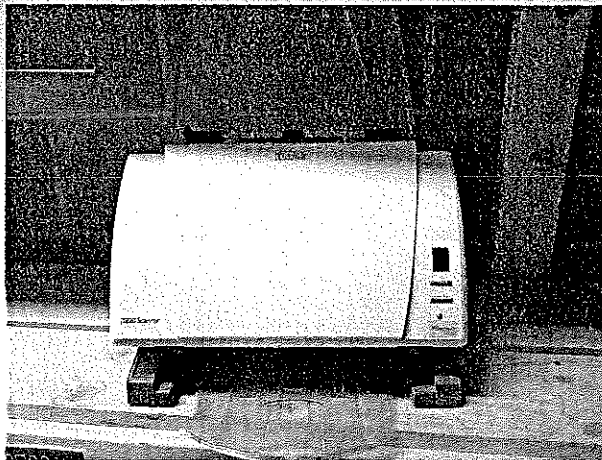
Telecommunications

Date:

Sep 9, 2019

033

Kodak Scanners

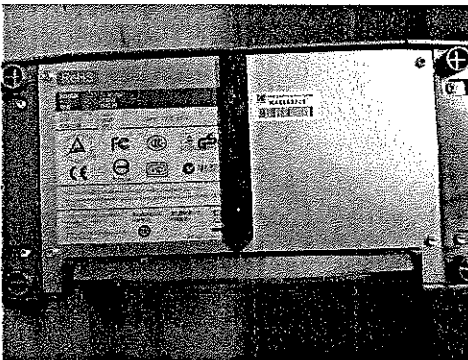


Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2	Kodak	I1220	UNK	K34853692 and K43834061

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr., Telemcom, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles). Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals # TEL19034

430 South East Street
513-695-1463

Michael D. Shrodoan
Director

GovDeals Item Inspection Form

Telecommunications

Date:

Sep 9, 2019

034

Andrew 4 Foot Microwave Dishes

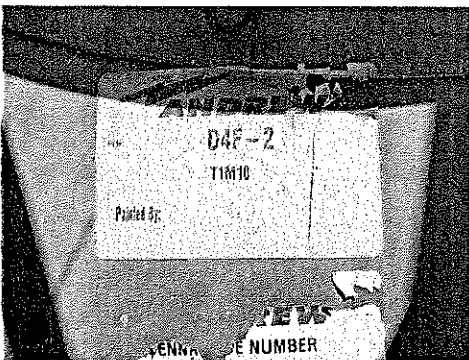


Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
3	Andrew	D4F-2	UNK	10-11 GHz Microwave 4 ft. Dishes

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr, Telecomm, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

GovDeals #

TEL19035

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

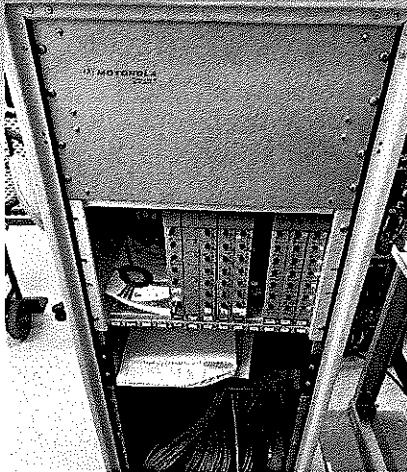
Telecommunications

Date:

Sep 9, 2019

035

Motorola Smartnet II Site Controller



Select Item Type

Single Item

Category

Communication/Electronic Equipment

Brand

Motorola

Model #

T5185A-SP1

Serial #

377CPN0031

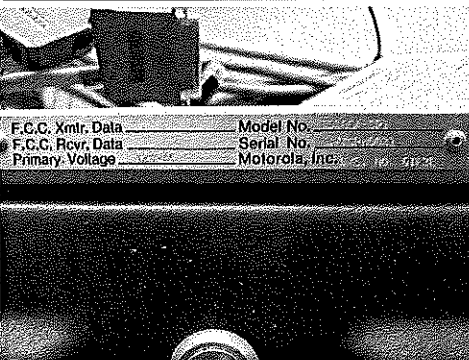
Date Removed From Service

9/6/19

Did Item Work When Removed?

 Yes No Unknown

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr., Telecom, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Resolution

Number 19-1221

Adopted Date September 24, 2019

ADVERTISE FOR BIDS FOR THE FY19 HARVEYSBURG STORM SEWER CDBG PROJECT

BE IT RESOLVED, to advertise for bids for the FY19 Harveysburg Storm Sewer CDBG 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 October 6, 2019; bid opening to be October 22, 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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KH\

cc: OGA (file)
OMB Bid file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1222

Adopted Date September 24, 2019

APPROVE AND ENTER INTO LEASE AGREEMENT WITH ABUSE AND RAPE CRISIS
CENTER OF WARREN COUNTY


BE IT RESOLVED, to approve and enter into a lease agreement with Abuse and Rape Crisis Center of Warren County relative to 300 E. Silver Street, Lebanon, Ohio; copy of said lease 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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/to

cc: C/A—ARCS (file)
Susan Spencer
Jane Conn

OFFICE SPACE LEASE AGREEMENT

This agreement is made between the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 ("Lessor") and Abuse and Rape Crisis Shelter (ARCS) of Warren County, whose mailing address is 27 North East St, Lebanon, OH 45036 (Lessee), for the use of office space in the daily administration of the local ARCS of Warren County.

The terms and obligations of this agreement shall be as follows:

- 1) Pursuant to Ohio Revised Code § 307.09, Lessor hereby leases and rents to the Lessee a portion of the premises located as 300 East Silver Street, Lebanon, Ohio 45036, consisting of approximately 430 square feet (See attachment A), for the period of October 1, 2019 to September 30, 2020.
- 2) Lessee hereby leases and rents from the Lessor a portion of the premises located as 300 East Silver Street, Lebanon, Ohio 45036, consisting of approximately 688 square feet (See Attachment A), for the period of October 1, 2019, to September 30, 2020.
- 3) Lessee shall pay as rent for the premises located at 300 East Silver Street, Lebanon, Ohio, 45036, an annual rent of \$1300.00. \$650 payable upon lease signing and the remaining \$650 is due April 1, 2020.
- 4) Lessee shall have exclusive use of the premises as described and for purposes stated above, in its present condition, reasonable wear and tear expected. Lessor will not provide any furnishings. HVAC, electric, and internet utilities will be provided by Lessor. Lessee shall also be entitled to use the parking lot facility on a first come first serve basis, and in the event no parking spaces should be available which may occur from time to time, this occurrence or occurrences shall not be a breach of this agreement.
- 5) Lessor shall provide to the premises at no additional charge to the Lessee all property insurance, all utilities, except telephone, and maintenance and janitorial services as required.
- 6) Premises shall not be sublet or assigned to any other entity without prior written consent of either party.
- 7) No material or structural alterations of the premises shall be made without prior approval of either party, except those made at the direction of the Lessor for maintenance and/or safety purposes.
- 8) In the event of any breach of this agreement, either party hereto shall have right to terminate this lease in accordance with state law and the Lessor will have the right to re-enter and claim possession of the premises, in addition to such other remedies available to the Lessor, as the property owners, arising from said breach.

9) This agreement shall be binding and inure to the benefit of the parties, their successors, assigns and personal representatives.

10) Lessor's Execution:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, has caused this agreement to be executed by ~~Tom Grossmann~~ ^{Vice} its President on the date stated below, pursuant to Resolution No. 19-1222 dated 9/24/19. ^{David Young}

LESSOR:

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]
PRINTED NAME: Shannon Jones ^{David G Young}
TITLE: Vice President
DATE: 9/24/19

11) Lessee's Execution:

IN EXECUTION WHEREOF, the Abuse and Rape Crisis Shelter of Warren County, has caused this agreement to be executed by _____, whose title is _____, on the date stated below, pursuant to the authority granted by _____.

LESSEE:

Abuse and Rape Crisis Shelter (ARCS) of Warren County

SIGNATURE: [Signature]
PRINTED NAME: Jane B Conn
TITLE: Executive Director
DATE: 9-18-19

APPROVED AS TO FORM:

[Signature]
Assistant Prosecutor

Resolution

Number 19-1223

Adopted Date September 24, 2019

APPROVE AND ENTER INTO AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THIS BOARD, THE CITY OF FRANKLIN, CITY OF GERMANTOWN AND CARLISLE RELATIVE TO THE FRANKLIN REGIONAL WASTEWATER TREATMENT PLANT

WHEREAS, the Warren County Board of County Commissioners on June 23, 2016 entered into an Amended and Restated Intergovernmental Agreement by and between The City of Franklin, Ohio, the City of Germantown, Ohio, and the Municipality of Carlisle, Ohio, relative to the Franklin Regional Wastewater Treatment Plant; and

WHEREAS, the Bureau of Labor Statistics no longer publishes data used in the Agreement to calculate cost escalation; and

WHEREAS, it is the desire of this Board to amend said Agreement to change the definition of Escalation Factor 1 to be derived from data that is currently published by the Bureau of Labor Statistics; and

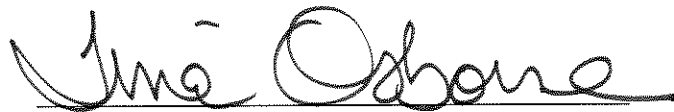
NOW THEREFORE BE IT RESOLVED, to approve an amendment to the Intergovernmental Agreement as stipulated in "First Amendment to Intergovernmental Agreement" attached hereto and made a part hereof.

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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: c/a—City of Franklin
c/a—City of Germantown
c/a—Carlisle
Water/Sewer (file)

**FIRST AMENDMENT
TO
INTERGOVERNMENTAL AGREEMENT**

This is the First Amendment to the Intergovernmental Agreement dated January 1, 2016 among the CITY OF FRANKLIN, the CITY OF GERMANTOWN, the MUNICIPALITY OF CARLISLE, and the COUNTY OF WARREN.

1. Recitals. In order to allow the Advisory Board to change the definition of Escalation Factor 1. The data previously used to determine this calculation is no longer available from the Bureau of Labor Statistics, the parties hereby amend the January 1, 2016, Intergovernmental Agreement (hereinafter the Agreement) as follows:

2. Amendment.

ARTICLE I. DEFINITIONS AND CONSTRUCTION.

A.18. Escalation Factor 1,:

A fraction, the numerator of which is the Consumer Price Index – All Urban Consumers, *Midwest* Region reported by the Bureau of Labor Statistics (Series ID **CUUR0200SA0**) for the most recent half year reported immediately prior to the date of the adjustment that is the subject of escalation in accordance with this Service Agreement, and the denominator of which is **229.151**(which is the Consumer Price Index – All Urban Consumers, *Midwest* Region reported for the first half of **2017**)

3. Effective Date. This First Amendment shall be effective as of its date of execution by all of the parties.

All other terms and conditions of the January 1, 2016, Intergovernmental Agreement not expressly amended herein shall remain in full force and effect

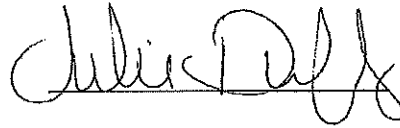
IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representative, have executed this First Amendment to Intergovernmental Agreement on the date set opposite their signatures.

CITY OF FRANKLIN

Dated: _____

MUNICIPALITY OF CARLISLE

Dated: 3-4-19



CITY OF GERMANTOWN

Dated: _____

COUNTY OF WARREN

Dated: _____

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representative, have executed this First Amendment to Intergovernmental Agreement on the date set opposite their signatures.

CITY OF FRANKLIN

Dated: 11/19/18

Sonny Lewis

MUNICIPALITY OF CARLISLE

Dated: _____

CITY OF GERMANTOWN

Dated: _____

COUNTY OF WARREN

Dated: _____

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representative, have executed this First Amendment to Intergovernmental Agreement on the date set opposite their signatures.

CITY OF FRANKLIN

Dated: _____

MUNICIPALITY OF CARLISLE

Dated: _____

CITY OF GERMANTOWN

Dated: 7-9-19 _____

 _____

COUNTY OF WARREN

Dated: _____

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representative, have executed this First Amendment to Intergovernmental Agreement on the date set opposite their signatures.

CITY OF FRANKLIN

Dated: _____

MUNICIPALITY OF CARLISLE


Dated: _____

CITY OF GERMANTOWN

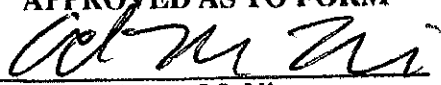
Dated: _____

COUNTY OF WARREN

Dated: 9/24/19



President/Vice President
Resolution # 19-1223

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 19-1224

Adopted Date September 24, 2019

APPROVE AN AMENDMENT TO THE SUBCONTRACTOR AGREEMENT WITH HUMAN SERVICES RESEARCH INSTITUTE (HSRI) ON BEHALF OF WARREN COUNTY CHILDREN SERVICES (SUBCONTRACTOR)


BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into an Amendment to the Subcontractor Agreement with Human Services Research Institute on behalf of the Department of Children Services; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a—Human Services Research Institute
Children Services (file)

**AMENDMENT
TO SUBCONTRACTOR AGREEMENT**

This AMENDMENT to AGREEMENT entered into the 1st day of July 2018 by and between Human Services Research Institute (HSRI) and Warren County Children Services ("the Subcontractor") is hereby issued to revise the payment schedule, and revise the termination date.

NOW, THEREFORE, HSRI and the Subcontractor ("the parties") hereby agree to modify the Agreement as follows:

BY AGREEMENT, of both parties, this 1st day of July 2019, the Subcontract between HSRI and Warren County Children Services is hereby amended as follows:

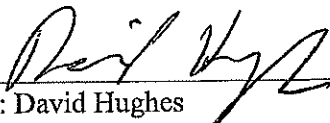
The termination date is extended from June 30, 2019 to June 30, 2020.

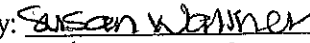
The total value of all work performed under this AGREEMENT shall not exceed \$18,000.00.

Unless otherwise changed herein, all other terms and conditions of the AGREEMENT remain in full force and effect.


HSRI

Warren County Children Services

By: 
Name: David Hughes
Title: President
Date: 9/9/2019

By: 
Name: Susan W. Baker
Title: Director
Date: 9/11/2019

Warren County Commissioners

By: 
Name: David G. Young
Title: Vice President
Date: 9/29/19

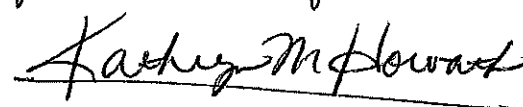
Approved as to form:

Asst. Prosecuting Attorney

EXHIBIT A

SERVICES TO BE PROVIDED BY SUBCONTRACTOR

I. Services:

- a. Distribute one web-based survey to child welfare staff, approximately 20 minutes in length. This brief survey will involve answering questions on the length of time taken to complete tasks related to intake and investigation activities, 90-day reviews/SARs, family centered meetings, and custody/voluntary placements.
- b. Answer some brief questions (via a phone call or email exchange) related to staff salary ranges for various child welfare staff.

EXHIBIT B

COMPENSATION TO SUBCONTRACTOR BY HSRI FOR SERVICES RENDERED

1. Compensation to be paid by HSRI (e.g., hourly rates, maximum amounts):

HSRI agrees to pay a total of up to \$9,000 for services conducted during the period of July 1, 2019 through June 30, 2020.

The total value under this AGREEMENT shall not exceed \$18,000.00

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

Resolution

Number 18-1757

Adopted Date November 13, 2018

APPROVE AND ENTER INTO A SUBCONTRACTOR AGREEMENT BETWEEN THE WARREN COUNTY BOARD OF COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES (SUBCONTRACTOR) AND HUMAN SERVICES RESEARCH INSTITUTE (HSRI)

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Subcontractor Agreement on behalf of the Department of Children Services and Human Services Research Institute; copy of agreement is attached hereto and made a part hereof.

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 – absent
Mr. Grossmann – yea
Mr. Young – yea

Resolution adopted this 13th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a – Human Services Research Institute
Children Services (file)

Sub-Contract Agreement # 1027-Warren

**HUMAN SERVICES RESEARCH INSTITUTE
SUBCONTRACTOR AGREEMENT**

AGREEMENT entered into this 1st day of July 2018 by and between Human Services Research Institute ("HSRI") and the Warren County Board of Commissioners, on behalf of Warren County Children Services (the "Subcontractor") under HSRI Project Number 1027-03.

WHEREAS, HSRI has entered into an agreement with the Subcontractor to assist with the Evaluation of Ohio's Title IV-E Waiver "ProtectOHIO".

WHEREAS, HSRI desires to engage the Subcontractor to provide certain services and the Subcontractor desires to be engaged by HSRI to provide certain services; and

NOW, THEREFORE, HSRI and the Subcontractor ("the parties") hereby agree as follows:

1. Engagement of Subcontractor

- 1.1 Services to be Furnished by the Subcontractor. HSRI hereby engages the Subcontractor to provide the services set forth on Exhibit A, as amended in writing by mutual consent of the parties from time to time, which is attached hereto and incorporated herein by reference. Such services shall be rendered in a manner satisfactory to HSRI.
- 1.2 Retention of Control. HSRI shall at all times maintain and continue to exercise such control over its assets and operations as is required from time to time under its policies and applicable federal, state or local laws, regulations, policies or directives.
- 1.3 Accountable to HSRI. The Subcontractor shall be directly accountable to HSRI's Project Director, as identified by HSRI, for the performance of all of its duties and obligations pursuant to this Agreement. The Subcontractor shall maintain appropriate and sufficient records as required by HSRI, and shall provide periodic and final reports to HSRI as specified in Exhibit A. The Subcontractor's records with respect to its activities and finances under this Agreement shall be available to HSRI for examination upon request.
- 1.4 Compliance.

1.4.1 The Subcontractor shall perform its duties and obligations under this Agreement in material compliance with the following, as in effect from time to time:

- (a) all applicable federal, state or local laws, regulations, policies or directives;
- (b) all requirements of applicable contracts entered into by HSRI, which requirements shall be provided by HSRI to the Subcontractor as necessary;
- (c) policies and directives adopted from time to time by HSRI and provided to Subcontractor.

1.4.2 The Subcontractor shall, at its own expense:

- (a) maintain on behalf of itself and its employees, agents and independent contractors, all licenses, permits or certificates and pay all fees required in order to perform its obligations under this Agreement;
- (b) submit in timely manner all required governmental or grant-related reports, with a copy to HSRI.

2. Compensation. As full compensation for the performance by the Subcontractor of the Subcontractor's obligations hereunder, the Subcontractor shall be paid in accordance with Exhibit B, as amended in writing by mutual consent of the parties from time to time.

2.1 Invoicing - All invoices should include;

- The HSRI Project # assigned to this agreement (mentioned above)
- A brief description of services (i.e. Incentive for Services)
- Company name, address, Tax ID #
- Who the check should be payable to.
- The total amount of the invoice payment (\$9,000.00) should be **CLEARLY** listed.
- All invoices should be emailed to: Cailin Wheeler at cwheeler@hsri.org

2.2 W-9 Form

Attached to this agreement is a W-9 Form, which must be filled out and accompany the finalized agreement.

2.3. Electronic Funds Transfer (EFT)

HSRI will pay the Subcontractor through an EFT. The EFT will be automatically and securely deposited into a designated bank account. HSRI will email a statement showing detailed information of the payment.

Attached to this agreement is an EFT Form, which must be filled out and accompany the finalized agreement. If your financial institution does not accept EFT Payments, indicate it on the attached EFT Form, and HSRI will issue payment through routine paper check disbursement methods.

3. Independent Contractor. In providing services under this Agreement, the Subcontractor is and shall at all times act as an independent contractor, not as an employee or agent of HSRI. Neither HSRI nor any personnel employed by HSRI shall be treated as employees or agents of the Subcontractor. Nothing contained in this Agreement shall be construed to create a joint venture, partnership, association or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. In no event shall either party be liable for the debts or obligations of the other.

4. Term; Termination.

4.1 Term.

The term of this Agreement shall be from July 1, 2018 to June 30, 2019. Upon the expiration of the term of this Agreement, the rights and obligations of the parties hereunder shall terminate except as otherwise specifically provided in this Agreement.

4.2 Termination.

4.2.1 This Agreement may be terminated by either party upon the material breach by the other of its obligations under this Agreement; provided, however, that written notice of such breach and the intent to terminate this Agreement has been given to the breaching party and such breach has not been remedied within thirty calendar days of such notice.

4.2.2 This Agreement shall terminate automatically and immediately in the event of: (I) the revocation, suspension or non-renewal of any certificate, license, or permit required for a party to meet its obligations under this Agreement; (ii) the non-renewal or cancellation of insurance required under Section 5 of this Agreement; or (iii) the bankruptcy or insolvency of either party.

5. Insurance/Indemnification

- 5.1 HSRI and the Subcontractor shall each maintain or cause to be maintained at no expense to the other, professional malpractice, general liability and worker's compensation insurance for itself and its employees in an amount and form acceptable to each other. Upon request, each party shall furnish to the other a current certificate of insurance. Each party shall provide the other with thirty (30) days advance, written notice of any proposed alteration, non-renewal or cancellation of insurance required hereunder.
- 5.2 Each party shall promptly notify the other of any claim or suit alleged to arise out of any activity or activities undertaken pursuant to this Agreement.
- 5.3 HSRI shall indemnify and hold harmless the Subcontractor, its agents, and its employees from any and all injuries, losses, claims, actions, or damages to any person or property, and all costs, expenses, including reasonable attorneys' fees, or other liability incurred by Subcontractor which are caused by the negligence of HSRI, its employees, or its independent contractors (with the exception of Subcontractor) occurring in connection with the subject matter of this Agreement.

6. Confidentiality.

- 6.1 At any time, unless acting with HSRI's prior written consent, Subcontractor shall not, directly or indirectly, divulge, furnish, or make accessible to anyone, or appropriate to its own use, or to the use of any third party, any knowledge or information with respect to the business, operations, techniques or patient or customer lists of HSRI.
- 6.2 The parties acknowledge that Subcontractor is governed by the Ohio Public Records Laws. Notwithstanding any statement in this Agreement to the contrary, the Subcontractor's handling of any confidentiality obligations are subject to the limitations of this paragraph. Records (as defined by Ohio Revised Code §§ 149.011 and 149.43) related to this Agreement may be subject to disclosure under the Ohio Public Records Laws. The Subcontractor shall have no duty to defend the rights of HSRI or any of its agents or affiliates in any records requested to be disclosed.
- 6.3 HSRI shall not disclose or disseminate confidential child welfare information pursuant to state and federal confidentiality laws, including, but not limited to Ohio Revised Code Chapters 2151 and 5153, and rules promulgated by the Director of Job and Family Services in the Ohio Administrative Code, including O.A.C. 5101:2-33-21(R)(1) – (3). In the event HSRI discovers it has disclosed confidential child welfare information, it shall immediately notify Subcontractor in writing of the information or records disclosed, the time and manner of disclosure, and

the circumstances surrounding the disclosure. HSRI shall accept all liability for unauthorized dissemination of information.

7. Intellectual Property. All patents, copyrights or other forms of intellectual property (the "Intellectual Property") owned by or belonging to HSRI shall remain the sole and exclusive property of HSRI. The Subcontractor shall not transfer, disclose or otherwise share such Intellectual Property with any person or entity other than HSRI, its employees and agents without the express written consent of HSRI. All Intellectual Property arising from or otherwise relating to the provision of services under this Agreement shall become the sole and exclusive property of HSRI unless the Subcontractor can establish that the information or concept giving rise to the Intellectual Property was (a) known to or developed by the Subcontractor before the identification or development of such information or concept by the Subcontractor or HSRI under this Agreement, as shown by prior written records of the Subcontractor, and (b) developed independently of any documents, data or other information obtained by the Subcontractor from HSRI.

8. Publication. News releases, publications or any announcements of information which relate to work or activities covered by this Agreement are permitted only upon approval and the prior written consent of the HSRI Project Director, and, as necessary, certain federal or state agencies, as identified by HSRI.

9. Miscellaneous.

- 9.1 Certification. The Subcontractor certifies that its time and expenses charged against this Agreement are not being paid for under any other grant or contract.
- 9.2 Assignment. This Agreement may not be assigned except with the prior written consent of the non-assigning party.
- 9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- 9.4 Amendment. This Agreement may be amended only by the written consent of the parties.
- 9.5 Notices. Any notice, approval or consent required or permitted under the terms of this Agreement shall be in writing and shall be sent via email to each party as follows:

To: David Hughes at dhughes@hsri.org
Human Services Research Institute
2336 Massachusetts Avenue
Cambridge, MA 02140

To: Susan Walther at Susan.Walther@jfs.ohio.gov
Warren County Children Services Board
416 South East Street
Lebanon, Ohio 45036

Either of the parties, by written to other, may designate such other email address or addressee to which notice must be sent.

- 9.6 Entire Agreement. This Agreement contains the entire understanding of the parties on the subjects to which it relates and there are no further or other agreements or understandings, written or oral, beyond those expressly set forth in this Agreement or any attached exhibit.
- 9.7 Severability. The provisions of this Agreement are severable, and in the event that any one or more of the provisions hereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 9.8 Captions. The captions hereunder are for the convenience of the parties and shall not control or affect the interpretation of this Agreement.

Executed on the date of the last signature herein.

BOARD OF COUNTY COMMISSIONERS,
WARREN COUNTY, OHIO

By: [Signature]
Name: Tom Grossman
Title: President
Date: 11/13/18
Resolution No.: 18-1257

HUMAN SERVICES RESEARCH INSTITUTE

By: [Signature]
Name: David Hughes
Title: President
Date: 10/31/2018

SUBCONTRACTOR

By: [Signature]
Name: Susan M. Walther
Title: Director
Date: 11/1/18

Is the Subcontractor a Corporation: Yes No

Is the Subcontractor any of the following:

- Yes No Small business
 Yes No Small disadvantaged business
 Yes No Women-owned business
 Yes No HUBZone business
 Yes No Veteran-owned business
 Yes No Service-disabled veteran-owned

APPROVED AS TO FORM

[Signature]
Kathryn M. Horvath
Asst. Prosecuting Attorney

EXHIBIT A

SERVICES TO BE PROVIDED BY SUBCONTRACTOR

1. Services:
 - a. Participate in telephone interviews or site visits conducted by HSRI staff, and web-based surveys as needed, exploring Warren County Children Services Board practices related to topics such as family meetings, support for kinship caregivers, and service system changes.
 - b. Provide county expenditure documents and participate in phone interviews with HSRI and the Chapin Hall Center for Children to gain a complete understanding of Warren County Children Services Board expenditure data related to foster care, supports for kinship caregivers, and family meetings.
 - c. Assure that Warren County Children Services Board staff utilize several specific parts of SACWIS, including the supervisory sign-off on the Family Assessment section of CAPMIS and the Living Arrangement module, completely and in a timely manner.
 - d. Respond to telephone and/or written requests from HSRI and/or Westat to clarify SACWIS data pertaining to Warren County Children Services Board (throughout contract period).
 - e. Otherwise respond to telephone and/or written requests from HSRI concerning activities and status of the Warren County Children Services Board.
2. Interim or periodic milestones to be met by Subcontractor: NONE
3. Subcontractor record keeping requirements: NONE
4. Compliance requirements to be specifically identified (see Subcontract sec. 1.4): NONE
5. Subcontractor reports to be provided to HSRI: NONE

EXHIBIT B
COMPENSATION TO SUBCONTRACTOR BY HSRI FOR SERVICES RENDERED

1. Compensation to be paid by HSRI (e.g., hourly rates, maximum amounts)

HSRI agrees to pay a total of \$9,000.00 to the Subcontractor, payable as one lump sum. The funding for eligible projects and initiatives, as outlined in Exhibit A, shall be spent down unless extended with the agreement of all parties and by amendment, as approved by HSRI.

2. Invoices and documentation to be submitted by Subcontractor, and deadlines for submittal to HSRI

The Subcontractor must submit an invoice to HSRI in accordance with Section 2.1 of this agreement in order to receive the \$9,000.00. The invoice may be submitted once the contract is fully executed. HSRI will pay the Subcontractor no later than one month after receiving the invoice.

Resolution

Number 19-1225

Adopted Date September 24, 2019

APPROVE AGREEMENT AND ADDENDUM WITH VICTORY HOUSE LLC 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 Victory House LLC, 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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a—Victory House LLC
Children Services (file)

Ohio Department of Job and Family Services

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

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

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

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

and Victory House LLC, hereinafter "Provider," whose address is:

Victory House LLC
4276 Linchmere DR
Dayton, OH 45415

Collectively the "Parties."

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RECITALS

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

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

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws of the State of Ohio or in the state where the placement facility or foster home is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions, and is licensed, certified or approved to provide 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

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

Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from **08/01/2019** through **03/31/2020**, unless this Agreement is suspended or terminated pursuant to Article IX 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. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, addenda and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
 - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 - 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or

assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs(ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, DODD 5123:2-17-02).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
 2. Child Alleging Physical or Sexual Abuse/Neglect;
 3. Death of Child;
 4. Illicit drug/alcohol use, Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion/Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse;
 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.
- Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline/assigned Caseworker or by other established notification system.
- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. 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.
- L. 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.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. 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.
- O. 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.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been

completed.

- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. 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.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
 - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.

- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 - 4. Admission date and discharge date, if available.
 - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost.
 - b. Transportation, allowable maintenance cost.
 - c. Transportation; allowable administration cost.
 - d. Other Direct Services; allowable maintenance cost.
 - e. Behavioral health care; non-reimbursable cost.
 - 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 service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the 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.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 2. Issue a notice of intent to terminate the Agreement.

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5)

calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.

- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied 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 ,CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be

as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data;
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

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

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic

Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

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

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

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

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- 2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency

shall make the final determination within twenty (20) business days, which will be non-binding.

3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. AMENDMENTS

This Agreement, Addenda, 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
Victory House LLC
4276 Linchmere DR
Dayton, OH 45415

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

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

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

Article XX. INSURANCE

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

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

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

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

E. Workers' Compensation insurance at the statutory limits required by 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.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSAs).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s) employees,

agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

- 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a 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.
- 4. Provider agrees to be financially responsible for any audit findings resulting in financial penalty due to lack of compliance with the criminal records checks requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

B. Transportation of Child

- 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
- 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVJAC) of the Revised Code if the individual previously was convicted of, or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDING FOR RECORDS

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC 5719.042. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted. A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

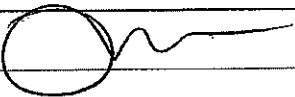
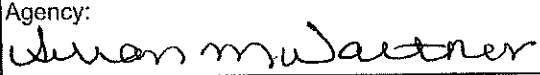
If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the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

Article XXXII. APPLICABLE LAW AND VENUE

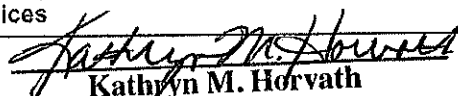
This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

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

SIGNATURES OF PARTIES:

Provider:		8/26/19
Printed Name		Date
Victory House LLC		
Agency:		9/24/19
Printed Name		Date
Warren County Children Services		9/10/19

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. 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 Victory House LLC		
Street/Mailing Address 4276 Linchmere DR		
City Dayton	State OH	Zip Code 45415

Contract ID : 19152959

Originally Dated :08/01/2019 to 03/31/2020

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:

08/01/2019

Amendment End Date :

03/31/2020

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

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: 08/29/2019
 Provider / ID : Victory House LLC/ 25505074
 Contract Period : 08/01/2019 - 03/31/2020

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	7475663			\$260.00	\$15.00							\$275.00	08/01/2019	03/31/2020

**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 certain terms and conditions of the Ohio Department of Job and Family Services standard Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement;

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

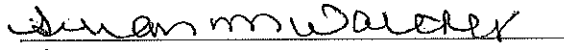
IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the ^{Vice} President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-1225, dated 9/24/19, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:

Vice _____
President
Warren County Board of Commissioners
Date 9/24/19

Provider
Date 8/26/19

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Montgomery

I, Nicole Vaughn, holding the title and position of Director at the firm Victory H&S LLC, 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 3rd day of September 20 19

[Signature]
(Notary Public),

Montgomery County.

My commission expires May 23 20 23



TAYLOR CIRCLE
Notary Public, State of Ohio
My Commission Expires
May 23, 2023



Department of
Job and Family Services

Mike DeWine, Governor
Kimberly Hall, Director

March 5, 2019

Nicole Vaughn, Board President
Victory House LLC
4276 Linchmere Drive
Dayton, Ohio 45415

RE: Issuance of a Two-Year Certificate to Perform Specific Functions to: Victory House LLC, 4276 Linchmere Drive Dayton, Ohio 45415 (Certification - Study ID# 82469)

Dear Ms. Vaughn:

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing a two-year certificate to the above named agency to perform the functions identified below, in accordance with all applicable Chapters of the Ohio Administrative Code (OAC). Enclosed is a copy of the certificate that is in effect from **March 6, 2019 through March 5, 2021**. The original certificate has been sent to the agency's administrator.

The following functions are hereby under full certification:

1. To operate a Group Home, with a capacity of five female children from 12 to 17 years of age, known as:

Victory House LLC
4276 Linchmere Drive
Dayton, Ohio 45415.

The ODJFS initial certification review showed Victory House LLC to be in acceptable compliance with applicable OAC rules.

If you have any questions, please contact Jana Howell, Agency Licensing/Certification Specialist at the Dayton Field Office, 6680 Poe Avenue, Suite 350 Dayton, Ohio 45414 at (937) 264-5724 or e-mail at JanaL.Howell@jfs.ohio.gov.

Sincerely,

Carla Carpenter
Deputy Director
Office of Families and Children

Enclosure

c: Hannah Smith, Administrator
Colleen Tucker, OFC
Gina Velotta, OFC
Jana Howell, OFC
File

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

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

**Mike DeWine
Governor**

This is to Certify that

**VICTORY HOUSE LLC
4276 LINCHMERE DRIVE
DAYTON, OHIO 45415
(CERTIFICATION- STUDY# 82469)**

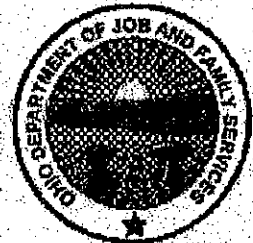
Has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.
The specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying letter.

To operate a Group Home(s)

This certificate is effective From March 6, 2019 To March 5, 2021

Temporary certificate expiration date To _____

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/11/2019

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

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

PRODUCER Beverly Kirk(2546310) 1360 N Fairfield Rd/Ste E Beavertown OH 45432-2654	CONTACT NAME: BEVERLY KIRK, AGENT	
	PHONE (A/C, NO, EXT): 937-820-8989	FAX (A/C, NO): 937-320-8985
E-MAIL ADDRESS: bkirk@farmersagent.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED VICTORY HOUSE, LLC 4278 LINCHMERE DR DAYTON, OH 45415	INSURER A: KINSALE INSURANCE CO	21709
	INSURER B: PROGRESSIVE COMMERCIAL	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			ERKIRK03112019	03/11/19	03/11/20	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L. AGGREGATE LIMIT APPLIES PER:							
<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
OTHER:							
B	AUTOMOBILE LIABILITY			BINDER	03/11/19	03/11/20	COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER \$
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
GROUP HOME - YOUTH, HOLD HARMLESS INCLUDED IN ABOVE COVERAGE

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Beverly Kirk</i>

Resolution

Number 19-1226

Adopted Date September 24, 2019

APPROVE FINAL CHANGE ORDER NO. 1 TO THE CONTRACT WITH RACK & BALLAUER EXCAVATING INC., FOR THE CONSTRUCTION OF THE LOWER SPRINGBORO ROAD WATER IMPROVEMENT PHASE I PROJECT, PURCHASE ORDER NO. 25505

WHEREAS, this Board on October 9, 2018 entered into a Contract with Rack & Ballauer Excavating, Inc. for the installation of waterline along Lower Springboro Road; and

WHEREAS, due to site conditions, the anticipated quantity of waterline, pavement, site restoration and other work items listed in the Contract Documents is different than the quantities shown on the Contract Drawings; and

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

NOW THEREFORE IT BE RESOLVED:


1. Approve Change Order No. 1 to the Contract with Rack & Ballauer Excavating Inc., increasing Purchase Order No. 25505 by \$9,550.96 and creating a new Contract and Purchase Order price in the amount of \$173,325.96.
2. By said Change Order, attached hereto and made part hereof, all costs and work associated with the change shall be added to the Contract.
3. That the Board execute and sign Change Order No. 1 of the Contract with Rack & Ballauer Excavating, Inc. for the Construction of the Lower Springboro Road Water Improvement Phase I 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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
C/A— Rack & Ballauer Excavating, Inc.
Water/Sewer (file)
Project File



**Warren County
Water & Sewer Dept.**

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

CHANGE ORDER

DATE: September 6, 2019

Change Order Number 1

Project Name: Lower Springboro Road Water Improvement Phase I Project

QTY	UNIT	DESCRIPTION	ADDITIONS	DELETIONS
1	LUMP SUM	Furnish, provide, and install the field measured quantities listed in the Attachment A which are different than the bid quantities listed in the Contract Documents.	\$9,550.96	

Sums of the ADDITIONS and DELETIONS

TOTALS FOR THIS CHANGE ORDER

\$9,550.96

Purpose of the Change Order: Waterline alignment modifications will be needed due to field conditions that are different than shown on the construction drawings.

Attachments:

Original contract price \$163,775
 Current contract price adjusted by previous change orders \$ \$163,775
 The Contract price due to this change order will be increased/decreased.
 The New contract price including this change order will be \$ 173,325.96
 The contract time will be increased by 0 calendar days.
 The date for completion of work will be October 15, 2019.

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED

Scott Lu 9/9/19
 Contractor's Signature Date

Recommended By:
Chris Burch 9/17/19
 Warren Sanitary Engineer Date

[Signature] 9/24/19
 Warren County Commissioner Date

[Signature] 9/24/19
 Warren County Commissioner Date

ATTACHMENT A

Item ID	Description	Unit of Measure	CONTRACTED			CURRENT		TOTAL TO DATE	
			Bid Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount
1	10" C900 DR14 PVC watermain, LF		2,350.00	38.00	89,300.00			1,984.50	74,651.00
2	10" C900 DR14 PVC watermain, LF		200.00	44.00	8,800.00			595.00	26,180.00
3	Installation of pipe in roadwa	LF	350.00	20.00	7,000.00			240.00	4,800.00
4	Roadway pavement restoration	LF	350.00	13.00	4,550.00			240.00	3,120.00
5	6" Class 52 Ductile Iron Pipe	LF	60.00	25.00	1,500.00			41.50	1,040.00
6	New Fire Hydrant assemblies inc	EA	5.00	2,300.00	11,500.00			5.00	11,500.00
7	Remove and relocate existing F	EA	1.00	1,590.00	1,590.00			1.00	1,590.00
8	Connect to existing 10" waterl	EA	1.00	2,650.00	2,650.00			1.00	2,650.00
9	10" Gate valves including valv	EA	3.00	1,377.00	4,131.00			3.00	4,131.00
10	Repair gravel driveway	EA	4.00	25.00	100.00			4.00	100.00
11	Repair asphalt and concrete dr	EA	5.00	50.00	250.00			4.00	200.00
12	Site restoration including gra	SY	3,800.00	5.60	20,900.00			5,665.00	31,157.50
13	#10 AWG Tracer Wire	LF	2,700.00	0.12	324.00			2,430.10	291.61
14	Modilization and Demobilizatio	LS	1.00	8,820.00	8,820.00			1.00	8,820.00
15	Construction Layout Staking	LS	1.00	1,000.00	1,000.00			1.00	1,000.00
16	Traffic Maintenance	LS	1.00	500.00	500.00			1.00	500.00
17	Flushing, Disinfecting, and Pr	LS	1.00	860.00	860.00			1.00	860.00
5001	ADDED WATER SERVICE							1.00	734.85

TOTAL: 163,775.00

TOTAL: 173,325.96

Resolution

Number 19-1227

Adopted Date September 24, 2019

APPROVE FINAL CHANGE ORDER NO. 1 TO THE CONTRACT WITH RACK & BALLAUER EXCAVATING INC., FOR THE CONSTRUCTION OF THE LOWER SPRINGBORO ROAD WATER IMPROVEMENT PHASE II PROJECT, PURCHASE ORDER NO. 26519

WHEREAS, this Board on November 27, 2018 entered into a Contract with Rack & Ballauer Excavating, Inc. for the installation of waterline along Lower Springboro Road; and

WHEREAS, due to site conditions, the anticipated quantity of waterline, pavement, site restoration and other work items listed in the Contract Documents is different than the quantities shown on the Contract Drawings; and

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

NOW THEREFORE IT BE RESOLVED:

1. Approve Change Order No. 1 to the Contract with Rack & Ballauer Excavating Inc., increasing Purchase Order No. 26519 by \$15,765.25 and creating a new Contract and Purchase Order price in the amount of \$767,395.25
2. By said Change Order, attached hereto and made part hereof, all costs and work associated with the change shall be added to the Contract.
3. That the Board execute and sign Change Order No. 1 of the Contract with Rack & Ballauer Excavating, Inc. for the Construction of the Lower Springboro Road Water Improvement Phase II 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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
C/A—Rack & Ballauer Excavating, Inc.
Water/Sewer (file)
Project File



**Warren County
Water & Sewer Dept.**

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

CHANGE ORDER

DATE: September 6, 2019

Change Order Number 1

Project Name: Lower Springboro Road Water Imporvement Project, Phase II

QTY	UNIT	DESCRIPTION	ADDITIONS	DELETIONS
1	LUMP SUM	Furnish, provide, and install the field measured quantities listed in the Attachment A which are different than the bid quantities listed in the Contract Documents.	\$15,765.25	

Sums of the ADDITIONS and DELETIONS

TOTALS FOR THIS CHANGE ORDER

15,765.25

Purpose of the Change Order: Waterline alignment modifications will be needed due to field conditions that are different than shown on the construction drawings.

Attachments:

Original contract price \$751,630
Current contract price adjusted by previous change orders \$751,630
The Contract price due to this change order will be increased/decreased.
The New contract price including this change order will be \$767,395.25
The contract time will be increased by 0 calendar days.
The date for completion of work will be October 15, 2019 .

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED

[Signature] 9/9/19
Contractor's Signature Date

Recommended By:
[Signature] 9/17/19
Warren Sanitary Engineer Date

[Signature] 9/24/19
Warren County Commissioner Date

[Signature] 9/24/19
Warren County Commissioner Date

ATTACHMENT A

Item ID	Description	CONTRACTED			CURRENT		TOTAL TO DATE		
		Unit of Measure	Bid Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount
1	10" C900 DR14 PVC Watermain LF		6,827.00	39.00	266,253.00			5,709.00	222,651.00
2	10" C900 DR14 PVC Watermain LF		582.00	48.00	27,936.00			1,660.00	79,680.00
3	10" CL 52 AWWA C-151 Ductile LF		1,388.00	75.00	104,100.00			1,382.00	103,650.00
4	Install of Pipe in Roadway. In LF		595.00	16.00	9,520.00			1,346.00	21,536.00
5	Install of Pipe in Hard Limest LF		350.00	11.00	3,850.00				
6	Roadway Pavement Restoration LF		595.00	16.00	9,520.00			667.00	10,872.00
7	Pavement Planing & Asphalt Co SY		627.00	40.00	25,080.00			721.32	28,852.80
8	New Fire Hydrant Assemblies Inc EA		16.00	4,100.00	65,600.00			16.00	65,600.00
9	Connect to Existing 10" Waterm EA		1.00	3,580.00	3,580.00			1.00	3,580.00
10	10" Gate Valves Including Valv EA		10.00	1,500.00	15,000.00			10.00	15,000.00
11	Customer Service Laterals Incl EA		2.00	1,500.00	3,000.00			3.00	4,500.00
12	Repair Gravel Driveways EA		10.00	160.00	1,600.00			9.00	1,440.00
13	Repair Asphalt & Concrete Driv EA		7.00	575.00	4,025.00				
14	Site Restoration, Including Gr SY		13,000.00	5.25	68,250.00			12,000.00	63,000.00
15	#10 AWG Tracer Wire LF		7,400.00	0.22	1,628.00			7,511.00	1,652.42
16	Mobilization & Demobilization LS		1.00	40,270.00	40,270.00			1.00	40,270.00
17	Construction Layout Staking LS		1.00	6,790.00	6,790.00			1.00	6,790.00
18	Traffic Maintenance LS		1.00	2,610.00	2,610.00			1.00	2,610.00
19	Flushing, Disinfecting & Press LS		1.00	2,420.00	2,420.00			1.00	2,420.00
20	Meter Test Pit at Creek Crossi EA		3.00	2,000.00	6,000.00			1.00	2,000.00
21	Concrete Encasement, Per Plan LF		198.00	51.00	10,098.00			120.00	6,120.00
22	PRV Vault Including Excavation, LS		1.00	59,000.00	59,000.00			1.00	59,000.00
23	Storm Sewer Modifications Incl LS		1.00	9,000.00	9,000.00			1.00	9,000.00
24	Guardrail Removal & Replaceme LS		1.00	6,500.00	6,500.00			1.00	6,500.00
5000	Relocate PRV vault unstable so LS							1.00	10,871.03

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1228

Adopted Date September 24, 2019

ENTER INTO AGREEMENT WITH VERIZON WIRELESS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to approve an agreement with Verizon Wireless for Public Safety Mobile Broadband Priority Services on behalf of Warren County Telecommunications; as attached hereto and a part hereof.

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

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

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Verizon Wireless
Telecom (file)

Verizon Wireless Public Safety Mobile Broadband Priority, Preemption Services and Responder Private Core Service Government Trial Agreement

This trial agreement ("Trial") between the: **Warren County** (Customer) and Cellco Partnership, dba Verizon Wireless ("Verizon Wireless" or "Verizon"), is for a term of ninety (90) days, starting on **09/09/2019** (Trial Period), for the trial use of Verizon Wireless Public Safety Mobile Broadband Priority, Preemption, and Responder Private Core (collectively, the "Service") at no charge to the Customer. Access to the commercial services, upon completion of the Trial, is subject to commercial contract execution. The following terms shall apply to the Trial:

1. **Description of Service.** The scope of this Trial's General Terms includes Verizon Wireless' Mobile Broadband Priority ("MBP"), Preemption ("Preemption"), and/or Responder Private Core ("Private Core") pursuant to **State of Ohio, Department of Administrative Services, 8/06/2009**, which is incorporated herein by reference, as described below:

MBP: MBP ensures Customers can connect to the network with priority by leveraging a pool of radio resources to enable their connection. MBP identifies the user with access priority setting, giving them higher priority for network access than lower access class users.

Preemption: Preemption is a capability that reallocates network resources to Customer during high network congestion conditions.

Private Core: Private Core separates data communications from commercial and consumer traffic. Customer's use of Private Core is subject to the Private Core Roles and Responsibilities Customer Guidelines, which are available from your sales representative.

Section 2 applies to all services described in section 1.

2. **General Terms**

2.1. **Intellectual Property/Title.** All rights, title, and interest in equipment, software, facilities and documentation used by Verizon Wireless to provide the Service will remain vested in Verizon Wireless and/or its vendors. Except as expressly granted herein, Customer receives no ownership, license or other interest in or to any intellectual property created or delivered by Verizon Wireless.

2.2. **Maintenance/Service Changes/Termination of Service:** Verizon Wireless may limit access to the Service in order to perform maintenance to the Service and will use reasonable efforts to provide Customer with prior notice of such maintenance. With reasonable advance notice, Verizon Wireless has the right to modify and reconfigure the Service as it deems necessary to enhance Customer's experience or to safeguard the Verizon Wireless network. In addition, VERIZON WIRELESS CAN WITHOUT NOTICE LIMIT, SUSPEND OR CANCEL CUSTOMER'S ACCESS TO OR USE OF THE SERVICE IF CUSTOMER VIOLATES THE RESTRICTIONS OF THIS TRIAL OR FOR GOOD CAUSE. Good cause includes (a) breach of the terms of this Trial; (b) unlawful use of the Service; (c) using the Service in a way that adversely affects the Verizon Wireless network or Verizon Wireless's customers; (d) breach of an obligation of Customer to comply with any applicable federal, state and local government laws, rules and regulations, industry practices, third-party guidelines, or other applicable policies and requirements; (e) the act by any governmental body of competent jurisdiction that interferes with the provision of the Service; or (f) violation of Verizon Wireless's security requirements.

2.3. **Confidential Information:** Customer agrees that the Trial as well as any information concerning this Trial, including any reports and observations, as well as any business practices of Verizon Wireless (including that of its affiliates, parents, and subsidiaries) is "Confidential Information" and shall be maintained in strict confidence and not be disclosed to any third party without the prior written consent of Verizon Wireless. This offer is not to be published or disclosed to any other entities without a public records request processed by the State of Ohio. Regardless of any other terms in this Agreement, release of public records in compliance with Ohio Open Records Law will not be deemed a breach of this agreement. Customer shall not disclose Confidential Information to any employees or agents except those individuals who have a need to know the Confidential Information in order to participate in this Trial.

2.4. **Termination.** Either party may terminate this Trial at any time prior to the end of the Trial Period by providing ten (10) days written notice to the other party. Verizon can limit, suspend, or cancel customer's access to or use of the Trial in accordance with Section 8 of this Trial.

2.5. **No Warranties:** VERIZON WIRELESS MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION OR QUALITY OF THE TRIAL AND ANY LICENSED MATERIALS. THE TRIAL INCLUDING ANY LICENSES MATERIAL AND SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER VERIZON WIRELESS OR ITS LICENSORS. VERIZON WIRELESS DOES NOT WARRANT THAT THE TRIAL WILL BE ERROR FREE. VERIZON WIRELESS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE TRIAL OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED UNLESS LOSS OR DAMAGE IS CAUSED DUE TO VERIZON WIRELESS' WILLFUL MISCONDUCT.

2.6. **Limitation of Liability:** Verizon Wireless shall not be liable to Customer, its employees, contractors, agents, suppliers, or any third party for injuries to persons or property arising from Customer's use of the Trial. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHICH ARE INCURRED BY THE OTHER PARTY AND WHICH ARISE OUT OF ANY ACT OR FAILURE TO ACT RELATING TO THIS TRIAL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM OR OF THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR PUNITIVE DAMAGES.

2.7. **Governing Law and Choice of Forum:** This Trial will be governed, interpreted and enforced in accordance with the federal laws of the United States of America. To the extent permitted by federal law, the laws of the **State of Ohio** will apply in the absence of federal law. However, if the Uniform Computer Information Transactions Act (UCITA) or any substantially similar law is enacted, said statute will not govern any aspect of this Trial or any license granted hereunder, and instead the law as it existed prior to such enactment will govern.

2.8. Miscellaneous. Customer agrees that its use of the Trial will comply with any applicable local, state, federal and international laws and regulations including the General Data Protection Regulation (GDPR) regarding safeguarding privacy. This Trial may not be assigned in whole or in part by the Customer without prior written consent of Verizon. No failure or delay by a party to exercise or enforce any right herein shall operate as a waiver of any such right. Any failure of Verizon to perform hereunder shall be excused if caused by failure of a third party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any government or agency, acts of God, strikes, other labor disturbance, severe weather conditions, fire, terrorism, riots, war, earthquakes, or any other causes beyond Verizon's reasonable control. Customer and Verizon are independent contractors to one another, and nothing in this Trial creates an agency, partnership, joint venture or employee relationship between Customer and Verizon. This Trial supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written.

Sections 3 and 4 will only apply based on the selection of services chosen in section 1.

3. MBP and Preemption Services. The following terms shall only apply to the MBP and Preemption Services. The scope of this Trial section includes only Verizon Wireless Public Safety MBP and Preemption Services.

3.1. Participation. Customer agrees to participate in a trial of MBP and/or Preemption Services ("Services") as set forth in "Exhibit A". The Services are for U.S. employees of Customer only and for use solely in the United States. Customer agrees to use the Services for business purposes. MBP and Preemption Services are only available to Customers approved by Verizon Wireless that qualify as Public Safety Entities classified by the following NAICS codes:

621910 Ambulance Services	923120 Administration of Public Health Programs
922110 Courts	928110 National Security
922120 Police Protection	926120 Regulation and Administration of Transportation Programs
922130 Legal Counsel and Prosecution	926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors
922140 Correctional Institutions	926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities
922150 Parole Offices and Probation Offices	921150 American Indian and Alaska Native Tribal Governments
922160 Fire Protection (except private)	921190 Other General Government Support
922190 Other Justice, Public Order, and Safety Activities	921110 Executive Offices

3.2. Wireless Devices/Network Access for Preemption: Customer must use compatible end-user Equipment and obtain such equipment at Customer's expense. Preemption capability is available on the Verizon 4G LTE network, subject, but not limited to the limitations described herein. Verizon does not guarantee that Preemption service will be available at all times including but not limited to (i) times of outages in the network; (ii) a lack of network coverage in the area where Customer is located and; (iii) if the party Customer is attempting to contact is experiencing difficulties in the network.

3.3. Trial Requirements. The location of Customer's server responsible for establishing the connection to Verizon's network, and their archiving servers must be at a U.S. location. Verizon provides no service level commitments or quality of service standards for the Trial. Verizon will provide to Customer maintenance, technical and support service for the Trial, as determined by Verizon.

3.4. Permitted Use/Fraud: Customer shall use MBP and Preemption only for lawful purposes. Customer is responsible for the security of its network and end-user devices (including end-user devices used in relation to MBP and Preemption). During times of extreme network congestion due to emergency conditions, Customer shall only use their devices for job-related lawful purposes and only for communications required in the course of performing public safety duties. Customer is responsible for the security of its end-user devices and is responsible for and shall not provide any unauthorized access to Preemption and MBP enabled devices. Verizon reserves the right but is not obligated to filter fraudulent usage. Preemption is for use on all Verizon's basic and smartphone rate plans, and metered Mobile Broadband plans.

4. **Public Safety Responder Private Core Services.** The following terms shall apply to the Private Core. The scope of this Trial section includes only Public Safety Responder Private Core Services.

4.1. **Participation.** Customer agrees to participate in a Public Safety Responder Private Core Service Government trial of the Service as set forth in "Exhibit A". The Service is for U.S. employees of Customer only and for use solely in the United States. Customer agrees to use the Service for business purposes. The Public Safety Responder Private Core Service is only available to Customers approved by Verizon Wireless that qualify as Public Safety Entities classified by the following NAICS codes:

<p>National Security/ First Responders / Public Safety</p> <ul style="list-style-type: none"> • 621910 Ambulance Service • 922110 Courts • 922120 Police Protection • 922130 Legal Counsel and Prosecution • 922140 Correctional Institutions • 922150 Parole Offices and Probation Offices • 922160 Fire Protection (except private) • 922190 Other Justice, Public Order and Safety Activities • 928110 National Security • 921190 Other General Government Support • 921110 Executive Offices • 921150 American Indian/Alaska Native Tribal Governments <p>Water</p> <ul style="list-style-type: none"> • 224110 Water Infrastructure • 221320 Sewage Treatment Facilities • 221310 Water Supply and Irrigation Systems <p>Transportation</p> <ul style="list-style-type: none"> • 482111 Railway Transportation • 481111 Passenger Air Transportation • 481112 Freight Air Transportation • 483111 Shipping Transportation • 926120 Transportation Administration • 491110 Postal Service • 926120 Public Transportation • 926120 Regulation and Administration of Transportation Programs <p>Information Technology</p> <ul style="list-style-type: none"> • 541512 Computer Integration • 541519 Computer Disaster Recovery 	<p>Chemical</p> <ul style="list-style-type: none"> • 561612 Protective Services • 541330, 541690 Chemical Engineering and Consulting • 239210 Pharmaceutical <p>Communications</p> <ul style="list-style-type: none"> • 517110 Telecommunications, Wired • 517212 Cellular and other Wireless Telecommunications • 238210, 334290 and 561620 Alarm Systems <p>Critical Manufacturing</p> <ul style="list-style-type: none"> • 237310 Highway, Street and Bridge Construction • 811310 Industrial Equipment Repair • 236210 Industrial Building Construction • 241113 Extraction; 236220 Construction Management • 926150 Regulation, Licensing and Inspection of Miscellaneous Commercial Sectors <p>Energy</p> <ul style="list-style-type: none"> • 333611 Wind Turbine • 221111 Hydroelectric Power Generation • 221122 Electric Power Distribution • 221118 Other Electric Power Generation • 221210 Natural Gas Distribution • 926130 Regulation and Administration of Communications, Electric, Gas and Other Utilities • 221113 Nuclear Electric Power Generation • 562211 Hazardous Waste Treatment and Disposal <p>Healthcare and Public Health</p> <ul style="list-style-type: none"> • 621112 Health Care Practitioners • 923120 Public Health Programs
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APPROVED AS TO FORM

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

4.2. **Private Core Wireless Devices/Network Access:** Customer must use Private Core-compatible end-user equipment. Private Core functionality is available on the Verizon Wireless 3G and 4G data network, subject to the limitations defined in this Trial. While Private Core functionality may also be available on the networks of Verizon Wireless's domestic and international roaming partners, Verizon Wireless makes no representation of Private Core availability or reliability on such networks.

4.3. **Permitted Use/Fraud:** Customer shall use Private Core only for lawful purposes. Customer shall not send or enable via the Private Core connection, by way of example, any SPAM, viruses, worms, trap doors, back doors or timers, nor shall Customer engage in any mail-bombing or spoofing via Private Core. Customer is responsible for the security of its network and end-user devices and is responsible for any unauthorized access to the Private Core. Verizon Wireless will treat any traffic over the Private Core as authorized by Customer. Verizon Wireless reserves the right but is not obligated to filter fraudulent usage.

Customer Signature

The party signing this Trial represents that they have the legal capacity to enter into this agreement and is authorized to bind the Customer. If there are any questions or problems with the Trial, please contact your sales representative set out in Exhibit "A" to this Agreement.

Signed* <u><i>[Signature]</i></u> Date <u>9/24/19</u>	Agency Name <u>Warren Co. Telecom</u>
Name <u>Daria G. Young</u>	Address _____
Title <u>Vice President</u>	City _____ State _____ Zip _____
<u>Warren Co. Commissioners</u>	Contact Number _____

ANY CHANGES TO THIS AGREEMENT MUST BE MUTUALLY AGREED TO BY ALL PARTIES IN WRITING

Exhibit "A"
Scope of Trial

Number of Lines on MBP: [298]

Number of Lines with Preemption: [298]

Number of Devices on Private Core: []

<u>Verizon Wireless POC</u>	<u>Customer POC</u>
Address: One Verizon Way Basking Rldge, NJ 07920	Address: 406 Justice Drive Lebanon, OH 45036
Contact Information Primary Contact Name: [Cathy Passmore] Title: [Major Accounts Manager – Government] Telephone: [513-659-6054] Email: [cathy.passmore@verizonwireless.com] Secondary Contact Name: Andrew McBride Title: [Managing Partner – Business Sales] Telephone: 614-312-9497 Email: [andrew.mcbride@verizonwireless.com]	Contact Information Primary Contact Name: [Paul Kindell] Title: [Telecom Director] Telephone: [513-695-1318] Email: [paul.kindell@wcoh.gov] Secondary Contact Name: Contact Title: Telephone: Email:
Other Key Trial Details: ECPD ID's: [2761958] NAICS: [922120] Activation/Delivery Date for Services: [09/09/2019] Geographic Location: <u>United States</u>	

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1229

Adopted Date September 24, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO ON-THE-JOB-TRAINING AGREEMENTS ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

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

Ohio Kentucky Steel LLC
2001 Commerce Center Drive
Franklin, Ohio 45005

Modula Inc.
5000 Commerce Center Drive
Franklin, Ohio 45005

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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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



Butler County
Clermont County
Warren County

A proud partner of the
American Job Center network

OJT Employer Agreement Form

Where Talent Meets Opportunity

OJT Agreement No.: 0000-00000

This On-the-Job Training (OJT) Agreement is between **Ohio Kentucky Steel LLC (EMPLOYER)** and **OhioMeansJobs | Warren County (OMJ|BCW) Area 12**. Funding is made available for the sole purpose of providing On-the-Job Training (OJT) funds to EMPLOYER who is hiring one or more workers certified by the OMJ | BCW WIOA AREA 12 and referred to the EMPLOYER. It is hereby mutually understood and agreed that the administration and professional implementation of all Workforce Innovation and Opportunity Act Programs is the responsibility of OMJ | BCW WIOA AREA 12. As such, the implementation personnel of the EMPLOYER shall perform the required services of this Agreement at the direction and instruction of the U.S. Department of Labor, State of Ohio and the W.I.O.A. Program Administrator of OMJ | BCW WIOA AREA 12. Payments are subject to receipt of funds from the State of Ohio.

This agreement is effective on 18th ^{2020 (KA)} and shall remain in effect through June 30th, ~~2019~~ or earlier when all Training Plans initiated through are completed.

The EMPLOYER will be paid a percentage (up to 50%) of each Trainee's regular wages as specified in the individual's training plan during the Training Period, up to \$8000. The Local Workforce Agency must approve all Trainees and Training Plans prior to the beginning of the Training Period. Payments may be requested on the day Training is completed (25%) and when the Retention Period is completed (25%). If the employee quits or leaves employment for reasons completely beyond the control of the employer, the employer may be eligible for the individual's qualifying wages. Payments must be requested within 30 calendar days after the end of the Training or Retention Period, using the OJT Invoice Form specified by the Local Workforce Area. Late invoice submission may void payment rights.

OJT Requirements that follow are included by reference. The OJT Employer Checklist and any Training Plans are also included in this agreement by reference. This agreement may be modified, in writing, at any time upon written agreement of both parties.

Material deviations from this agreement, Training Plans or OJT Requirements may void the right to reimbursement or require repayment by the EMPLOYER of funds previously received from OMJ | BCWWIOA AREA 12.

The EMPLOYER and OMJ | BCWWIOA AREA 12 agree to all the terms in this OJT agreement by signing below.

FOR THE EMPLOYER:

Company Name: Ohio Kentucky Steel LLC
Address: 2001 Commerce Center Drive, Franklin, OH 45005

FOR OMJ | BCW WIOA AREA 12 :

Name: Warren County Board of Commissioners on behalf of OhioMeansJobs | Warren County
Address: 300 East Silver St. Lebanon, OH 45036
Main Phone No. 513-695-1130
Fax: 513-695-2985

Authorized Signature

9/18/19
Date

Authorized Signature

9/24/19
Date

Ryan Kiblinger Prof'l Dev Director
Printed Name and Title

David G Young, Vice President
Printed Name and Title

ryan.kiblinger@ohkysteel.com
Contact Person and E-mail Address

Contact Person and E-mail Address

OJT Requirements

APPROVED AS TO FORM

Keith W. Anderson
Asst. Prosecuting Attorney

OhioMeansJobs | Warren County

300 East Silver St. Lebanon, OH 45005 | P 513.695.1130 | F 513.695.2989 | <http://ohiomeansjobs.com/warren>
WIOA 130 OJT Agreement (Rev. 11/30/2017)



KEY PAYMENT DEFINITIONS

Training Completion: Training is complete when the Training Period is over and/or the Trainee meets the Employer's standard for each "skill to be learned" as shown in the Training Plan. OMJ | BCWWIOA AREA 12 staff will help with training design.

Trainee Regular Wages: These are the amounts earned by the Trainee for work performed during the training period. Wages include regular "straight time" for actual hours worked with no overtime premium, holiday pay or fringe benefits included. The maximum OJT is \$8,000 per trainee or up to 50% of the trainee's regular wages during the training period.

Contact your OMJ | BCWWIOA AREA 12 representative within 30 days if a Trainee quits or is fired.

APPLICABLE LAWS AND RULES

1. The EMPLOYER shall comply with all applicable Federal, State, and local laws, rules and regulations, including but not limited to the Fair Labor Standards Act, as amended, which deal with or are related to employment of persons who perform work or are trained under this Agreement.
2. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.
3. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
4. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or solely because they are participating in W.I.O.A. under this Agreement.
5. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
6. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of OMJ | BCWWIOA AREA 12 will be utilized. The Employer shall inform Trainees of the grievance procedure to be followed.
7. OMJ | BCWWIOA AREA 12 in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.
8. The EMPLOYER assures that no former employee is in layoff in the same or similar position as the position for which this OJT Agreement is being written and approved.
9. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
10. No funds may be used to assist in relocating the EMPLOYER'S company or parts thereof from one area to another, especially if said location results in a loss of employment at the original location.
11. EMPLOYER assures compliance with all applicable business licensing, taxation and insurance requirements.
12. EMPLOYER assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment upon successful completion of this OJT Agreement.
13. EMPLOYER agrees to adhere to the rules and regulations of the Workforce Innovation and Opportunity Act and as amended.
14. EMPLOYER agrees to hold harmless OMJ | BCWWIOA AREA 12 for ineligible costs and insures that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit. Moreover, the EMPLOYER agrees to indemnify and hold harmless OMJ | BCWWIOA AREA 12 and insure that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by virtue of any act or failure to act by which the EMPLOYER shall be responsible.
15. Funds may not be redistributed hereunder without approval of OMJ | BCWWIOA AREA 12 and amendment to the Agreement.
16. Employer shall not use any part of the funds received pursuant to this agreement to employ persons to whom employer is related by consanguinity or marriage.



17. The EMPLOYER shall agree to attempt to resolve disputes arising from this Agreement through Workforce Innovation and Opportunity Area administrative process and negotiations in lieu of litigation. The EMPLOYER ensures performance during disputes.
18. Both parties to this Agreement ensure that no funds under this Agreement shall be used for lobbying activities. The EMPLOYER certifies compliance with the executive agency lobbying restrictions contained in Ohio Revised Code 121.60 to 121.69 and 31 USC 1352.
19. Both parties to this Agreement ensure that their officers, employees and agents will not solicit or accept gratuities, favors or anything of monetary value as a result of the Agreement. Neither will any trainee be charged a fee for the referral or placement of said trainee under this Agreement.
20. The EMPLOYER shall ensure that no activities, work or training under this Agreement are in conflict with the terms and conditions of a collective bargaining agreement or contract for services, The EMPLOYER further ensures that nothing under this Agreement shall impair any aspect of an existing collective bargaining agreement, except that no person funded by W.I.O.A. which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the EMPLOYER and the affected labor organization.
21. 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 unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

TRAINEES

1. Only those persons determined eligible by OMJ | BCWWIOA AREA 12 will be trained under this OJT agreement.
2. Trainees must be authorized to work in the United States and all trainees who are required to register with the Selective Service System have done so in compliance with the Military Selective Service Act.
3. No OJT Trainee may assist, promote or deter union organizing or engage in political activities during work hours.
4. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.
5. No OJT Trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous or dangerous to the Trainee's health or safety.
6. No OJT Trainees may be members of the immediate family of the EMPLOYER or its Officers.

TRAINEE WAGES AND BENEFITS

1. Hourly wages paid to a Trainee shall not be less than the hourly wage specified in the Training Plan.
2. Appropriate worker's compensation insurance protection will be provided to all Trainees by the EMPLOYER.
3. Each Trainee shall be provided pay, benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Compensation must be no less than the highest of Federal, or State minimum wage. The maximum OJT reimbursement per trainee is \$8,000 or up to 50% of the trainee's regular wages during the training period.
4. All trainees hired through this OJT Agreement are considered employees of the EMPLOYER as of the date of hire and are entitled to all rights and benefits normally provided to employees of the EMPLOYER.
5. The EMPLOYER shall assure that appropriate standards for health and safety in work and training situations are maintained.
6. The EMPLOYER accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.

RECORDS



1. The EMPLOYER shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and participant records and supporting documentation. Additionally, records for nonexpendable property shall be retained for whichever period is longer, six (6) or three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun, and audit has not been completed or if a claim is instituted involving the contractual agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated from W.I.O.A.
2. The Employer agrees that authorized representatives of OMJ | BCWWIOA AREA 12 shall be given reasonable access to facilities and records.
3. At any time during normal business hours and as often as OMJ | BCWWIOA AREA 12, State of Ohio, U.S. Department of Labor (DOL) and/or Comptroller General of the United States may deem necessary, there shall be made available to OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller General for examination of all its records with respect to all matters covered by this Agreement and will permit OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.
4. The Employer will report OJT hires and terminations to OMJ | BCWWIOA AREA 12.

AGREEMENT TERMINATION

1. The performance of work under this Agreement may be terminated by OMJ | BCWWIOA AREA 12 or the Employer for good cause or convenience.
2. Agreement termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract or agreement at any time prior to the date of completion.
3. Termination shall be by one of the following methods:
 - A.) Termination for cause:
OMJ | BCWWIOA AREA 12 may terminate any contract or agreement in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the EMPLOYER has failed to comply with the conditions of this Agreement. OMJ | BCWWIOA AREA 12 shall promptly notify the EMPLOYER in writing of the determinations and the reasons for their termination, together with the effective date.
 - B.) Termination for convenience:
OMJ | BCWWIOA AREA 12 or EMPLOYER may terminate the Agreement in whole, or in part, without cause upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the persons signing this Agreement. The EMPLOYER shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. OMJ | BCWWIOA AREA 12 shall allow full credit to EMPLOYER for the Federal share of the noncancellable obligations, properly incurred EMPLOYER prior to termination.
4. In the event of termination of this Agreement, the EMPLOYER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the EMPLOYER shall not be relieved of liability to OMJ | BCWWIOA AREA 12 for damages sustained by OMJ | BCWWIOA AREA 12 as a result of the breach of the Agreement, including without limitation EMPLOYER'S duty to reimburse all sums improperly paid hereunder by OMJ | BCWWIOA AREA 12 to the EMPLOYER.
5. In the event of any modification, termination or other amendment to the Workforce Innovation and Opportunity Act, either by the act of Congress or administratively by the President of the United States, OMJ | BCWWIOA AREA 12 reserves the right to terminate or otherwise modify the Agreement at its option, notwithstanding any other provision of the Agreement.

MODIFICATION

1. The EMPLOYER and OMJ | BCWWIOA AREA 12 may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the Employer's compensation, that are mutually agreed upon between OMJ | BCWWIOA AREA 12 and the EMPLOYER, shall be incorporated by written amendment to this Agreement.



Butler County
Clermont County
Warren County
A proud partner of the
American Job Center network

OJT Employer Agreement Form

Where Talent Meets Opportunity

OJT Agreement No.: 0000-00000

This On-the-Job Training (OJT) Agreement is between **Modula Inc (EMPLOYER)** and **OhioMeansJobs | Warren County (OMJ|BCW) Area 12**. Funding is made available for the sole purpose of providing On-the-Job Training (OJT) funds to EMPLOYER who is hiring one or more workers certified by the OMJ | BCW WIOA AREA 12 and referred to the EMPLOYER. It is hereby mutually understood and agreed that the administration and professional implementation of all Workforce Innovation and Opportunity Act Programs is the responsibility of OMJ | BCW WIOA AREA 12. As such, the implementation personnel of the EMPLOYER shall perform the required services of this Agreement at the direction and instruction of the U.S. Department of Labor, State of Ohio and the W.I.O.A. Program Administrator of OMJ | BCW WIOA AREA 12. Payments are subject to receipt of funds from the State of Ohio.

This agreement is effective on _____ and shall remain in effect through June 30th, 2020 or earlier when all Training Plans initiated through are completed.

The EMPLOYER will be paid a percentage (up to 50%) of each Trainee's regular wages as specified in the individual's training plan during the Training Period, up to \$8000. The Local Workforce Agency must approve all Trainees and Training Plans prior to the beginning of the Training Period. Payments may be requested on the day Training is completed (25%) and when the Retention Period is completed (25%). If the employee quits or leaves employment for reasons completely beyond the control of the employer, the employer may be eligible for the individual's qualifying wages. Payments must be requested within 30 calendar days after the end of the Training or Retention Period, using the OJT Invoice Form specified by the Local Workforce Area. Late invoice submission may void payment rights.

OJT Requirements that follow are included by reference. The OJT Employer Checklist and any Training Plans are also included in this agreement by reference. This agreement may be modified, in writing, at any time upon written agreement of both parties.

Material deviations from this agreement, Training Plans or OJT Requirements may void the right to reimbursement or require repayment by the EMPLOYER of funds previously received from OMJ | BCWWIOA AREA 12.

The EMPLOYER and OMJ | BCWWIOA AREA 12 agree to all the terms in this OJT agreement by signing below.

FOR THE EMPLOYER:

Company Name: Modula Inc.
Address: 5000 Commerce Center Drive, Franklin, OH 45005

FOR OMJ | BCW WIOA AREA 12 :

Name: Warren County Board of Commissioners on behalf of OhioMeansJobs | Warren County
Address: 300 East Silver St. Lebanon, OH 45036
Main Phone No. 513-695-1130
Fax: 513-695-2985

Bill Lovell 9/19/19
Authorized Signature Date

[Signature] 9/24/19
Authorized Signature Date

Bill Lovell HR Administrator
Printed Name and Title

David G Young, Vice President
Printed Name and Title

Bill Lovell Bill.lovell@modula.com
Contact Person and E-mail Address

Contact Person and E-mail Address

OJT Requirements

APPROVED AS TO FORM

[Signature]
Keith W. Anderson

Asst. Prosecuting Attorney

KEY PAYMENT DEFINITIONS

OhioMeansJobs | Warren County

300 East Silver St. Lebanon, OH 45005 | P 513.695.1130 | F 513.695.2989 | <http://ohiomeansjobs.com/warren>
WIOA 130 OJT Agreement (Rev. 11/30/2017)



Training Completion: Training is complete when the Training Period is over and/or the Trainee meets the Employer's standard for each "skill to be learned" as shown in the Training Plan. OMJ | BCWWIOA AREA 12 staff will help with training design.

Trainee Regular Wages: These are the amounts earned by the Trainee for work performed during the training period. Wages include regular "straight time" for actual hours worked with no overtime premium, holiday pay or fringe benefits included. The maximum OJT is \$8,000 per trainee or up to 50% of the trainee's regular wages during the training period.

Contact your OMJ | BCWWIOA AREA 12 representative within 30 days if a Trainee quits or is fired.

APPLICABLE LAWS AND RULES

1. The EMPLOYER shall comply with all applicable Federal, State, and local laws, rules and regulations, including but not limited to the Fair Labor Standards Act, as amended, which deal with or are related to employment of persons who perform work or are trained under this Agreement.
2. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.
3. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
4. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or solely because they are participating in W.I.O.A. under this Agreement.
5. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
6. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of OMJ | BCWWIOA AREA 12 will be utilized. The Employer shall inform Trainees of the grievance procedure to be followed.
7. OMJ | BCWWIOA AREA 12 in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.
8. The EMPLOYER assures that no former employee is in layoff in the same or similar position as the position for which this OJT Agreement is being written and approved.
9. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
10. No funds may be used to assist in relocating the EMPLOYER'S company or parts thereof from one area to another, especially if said location results in a loss of employment at the original location.
11. EMPLOYER assures compliance with all applicable business licensing, taxation and insurance requirements.
12. EMPLOYER assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment upon successful completion of this OJT Agreement.
13. EMPLOYER agrees to adhere to the rules and regulations of the Workforce Innovation and Opportunity Act and as amended.
14. EMPLOYER agrees to hold harmless OMJ | BCWWIOA AREA 12 for ineligible costs and insures that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit. Moreover, the EMPLOYER agrees to indemnify and hold harmless OMJ | BCWWIOA AREA 12 and insure that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by virtue of any act or failure to act by which the EMPLOYER shall be responsible.
15. Funds may not be redistributed hereunder without approval of OMJ | BCWWIOA AREA 12 and amendment to the Agreement.
16. Employer shall not use any part of the funds received pursuant to this agreement to employ persons to whom employer is related by consanguinity or marriage.



17. The EMPLOYER shall agree to attempt to resolve disputes arising from this Agreement through Workforce Innovation and Opportunity Area administrative process and negotiations in lieu of litigation. The EMPLOYER ensures performance during disputes.
18. Both parties to this Agreement ensure that no funds under this Agreement shall be used for lobbying activities. The EMPLOYER certifies compliance with the executive agency lobbying restrictions contained in Ohio Revised Code 121.60 to 121.69 and 31 USC 1352.
19. Both parties to this Agreement ensure that their officers, employees and agents will not solicit or accept gratuities, favors or anything of monetary value as a result of the Agreement. Neither will any trainee be charged a fee for the referral or placement of said trainee under this Agreement.
20. The EMPLOYER shall ensure that no activities, work or training under this Agreement are in conflict with the terms and conditions of a collective bargaining agreement or contract for services, The EMPLOYER further ensures that nothing under this Agreement shall impair any aspect of an existing collective bargaining agreement, except that no person funded by W.I.O.A. which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the EMPLOYER and the affected labor organization.
21. 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 unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

TRAINEES

1. Only those persons determined eligible by OMJ | BCWWIOA AREA 12 will be trained under this OJT agreement.
2. Trainees must be authorized to work in the United States and all trainees who are required to register with the Selective Service System have done so in compliance with the Military Selective Service Act.
3. No OJT Trainee may assist, promote or deter union organizing or engage in political activities during work hours.
4. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.
5. No OJT Trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous or dangerous to the Trainee's health or safety.
6. No OJT Trainees may be members of the immediate family of the EMPLOYER or its Officers.

TRAINEE WAGES AND BENEFITS

1. Hourly wages paid to a Trainee shall not be less than the hourly wage specified in the Training Plan.
2. Appropriate worker's compensation insurance protection will be provided to all Trainees by the EMPLOYER
3. Each Trainee shall be provided pay, benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Compensation must be no less than the highest of Federal, or State minimum wage. The maximum OJT reimbursement per trainee is \$8,000 or up to 50% of the trainee's regular wages during the training period.
4. All trainees hired through this OJT Agreement are considered employees of the EMPLOYER as of the date of hire and are entitled to all rights and benefits normally provided to employees of the EMPLOYER.
5. The EMPLOYER shall assure that appropriate standards for health and safety in work and training situations are maintained.
6. The EMPLOYER accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.

RECORDS



1. The EMPLOYER shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and participant records and supporting documentation. Additionally, records for nonexpendable property shall be retained for whichever period is longer, six (6) or three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun, and audit has not been completed or if a claim is instituted involving the contractual agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated from W.I.O.A.
2. The Employer agrees that authorized representatives of OMJ | BCWWIOA AREA 12 shall be given reasonable access to facilities and records.
3. At any time during normal business hours and as often as OMJ | BCWWIOA AREA 12, State of Ohio, U.S. Department of Labor (DOL) and/or Comptroller General of the United States may deem necessary, there shall be made available to OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller General for examination of all its records with respect to all matters covered by this Agreement and will permit OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.
4. The Employer will report OJT hires and terminations to OMJ | BCWWIOA AREA 12.

AGREEMENT TERMINATION

1. The performance of work under this Agreement may be terminated by OMJ | BCWWIOA AREA 12 or the Employer for good cause or convenience.
2. Agreement termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract or agreement at any time prior to the date of completion.
3. Termination shall be by one of the following methods:
 - A.) Termination for cause:
OMJ | BCWWIOA AREA 12 may terminate any contract or agreement in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the EMPLOYER has failed to comply with the conditions of this Agreement. OMJ | BCWWIOA AREA 12 shall promptly notify the EMPLOYER in writing of the determinations and the reasons for their termination, together with the effective date.
 - B.) Termination for convenience:
OMJ | BCWWIOA AREA 12 or EMPLOYER may terminate the Agreement in whole, or in part, without cause upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the persons signing this Agreement. The EMPLOYER shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. OMJ | BCWWIOA AREA 12 shall allow full credit to EMPLOYER for the Federal share of the noncancellable obligations, properly incurred EMPLOYER prior to termination.
4. In the event of termination of this Agreement, the EMPLOYER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the EMPLOYER shall not be relieved of liability to OMJ | BCWWIOA AREA 12 for damages sustained by OMJ | BCWWIOA AREA 12 as a result of the breach of the Agreement, including without limitation EMPLOYER'S duty to reimburse all sums improperly paid hereunder by OMJ | BCWWIOA AREA 12 to the EMPLOYER.
5. In the event of any modification, termination or other amendment to the Workforce Innovation and Opportunity Act, either by the act of Congress or administratively by the President of the United States, OMJ | BCWWIOA AREA 12 reserves the right to terminate or otherwise modify the Agreement at its option, notwithstanding any other provision of the Agreement.

MODIFICATION

1. The EMPLOYER and OMJ | BCWWIOA AREA 12 may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the Employer's compensation, that are mutually agreed upon between OMJ | BCWWIOA AREA 12 and the EMPLOYER, shall be incorporated by written amendment to this Agreement.

Resolution

Number 19-1230

Adopted Date September 24, 2019

APPROVE EMERGENCY REPAIR TO WAYNESVILLE BACKUP GENERATOR

WHEREAS, the Sewer Department has discovered a fire caused by a major power surge that damaged the transfer switch panel at the Waynesville Treatment Plant; and

WHEREAS, the repair is critical and time sensitive in order to have treated water in case of a power outage; and

NOW THEREFORE BE IT RESOLVED, to approve the emergency repair of the control panel at Waynesville by Buckeye Power Sales for a cost of \$8,592.50.

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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jad

cc: Auditor
Water/Sewer (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1231

Adopted Date September 24, 2019

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 9/12/19, 9/17/19, and 9/19/19 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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 19-1232

Adopted Date September 24, 2019

APPROVE RECORD PLATS

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


- Meurer Field Estates Section 1-A – Washington Twp.
- Sevier Estates – Hamilton Twp.

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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 19-1233

Adopted Date September 24, 2019

CREATE NEW DEBT FUND #3395 JAIL BONDS 2019, ACCEPT AN AMENDED CERTIFICATE, AND APPROVE SUPPLEMENTAL APPROPRIATIONS FOR THE DECEMBER 2019 DEBT PAYMENTS

WHEREAS, bonds were sold to finance the new Warren County Jail construction project and payments will be required to pay the costs of issuance and debt payments to the bondholders of said bonds; and

NOW THEREFORE BE IT RESOLVED, to create fund #3395 JAIL BONDS 2019; and

BE IT FURTHER RESOLVED, to accept an amended certificate in the amount of \$5,479,407.53 and approve the following supplemental appropriations:


\$289,721.53	into	#33953712-5511	(Interest)
\$4,730,000.00	into	#33953712-5512	(Principal)
\$459,686.00	into	#33953712-5910	(Other Expense)

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

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

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file)
Amended Certificate file
Supplemental Appropriation file

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES


Rev. Code , See 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, September 16, 2019

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2019, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Debt Fund	Jan. 1st, 2019	Taxes	Other Sources	Total
Jail Bonds 2019	\$0.00	\$0.00	\$5,479,407.53	\$5,479,407.53
Fund 3395				
TOTAL	\$0.00	\$0.00	\$5,479,407.53	\$5,479,407.53

_____)
 _____)
)
 _____) Budget
 _____) Commission
 _____)

AMEND 19 18
 Fund total 3395 +5,479,407.53
 3395-44520 +1,841,703.05
 3395-49000 +3,637,704.48

Resolution

Number 19-1234

Adopted Date September 24, 2019

APPROVE OPERATING TRANSFERS FROM WATER 5510 (SURPLUS) INTO 5583 WATER REVENUE PROJECTS

WHEREAS, it has previously been determined that all of the projects in Fund 5583 are going to be financed fully or partially through water revenue funds (surplus); and

WHEREAS, a portion of those funds are necessary to pay current and anticipated obligations within Fund 5583; and

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

\$43,442.55	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833206-AAREVENUE-5583-49000	(Lower Springboro Rd Water Main Project)
\$1,150,616.84	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833208-AAREVENUE-5583-49000	(Water Softening Project)
\$19,950.04	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833210-AAREVENUE-5583-49000	(Red Lion 5pts Interenct Springboro Project)
\$800,000.00	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833211-AAREVENUE-5583-49000	(Columbia Rd. 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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mz

cc: Auditor
Operational Transfer file

Water/Sewer (File)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1235

Adopted Date September 24, 2019

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

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 10,000.00 into BUDGET-BUDGET 22891227-5850 (Training-Education)

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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental Adjustment file
Common Pleas (file)

Resolution

Number 19-1236

Adopted Date September 24, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO WORKERS COMP SELF
INSURANCE FUND #6632

BE IT RESOLVED, to approve the following supplemental appropriation:

\$20,000 into #66320100-5932 (Commissioners – Medical Claims)

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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
OMB (file)

Resolution

Number 19-1237

Adopted Date September 24, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE - CORRECTIONS FUND #11012210

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

\$833.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
 into #11012210-5882 (Sheriff's Office - Corrections - Vacation Leave Payout)

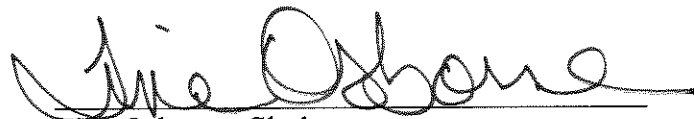
\$54.00 from #11011110-5881 (Commissioners - Sick Leave Payout)
 into #11012210-5881 (Sheriff's Office - Corrections - Sick Leave Payout)

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

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

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 19-1238

Adopted Date September 24, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #1101110 INTO CLERK OF COURT FUND #1101260

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #1101110 into Clerk of Courts Fund #1101260 in order to process a vacation leave payout for Marcia Havlin former employee of Clerk of Courts:

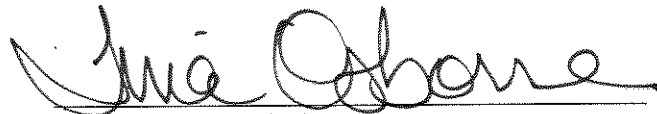
\$1,701.00	from	#1101110-5882	(Commissioners - Vacation Leave Payout)
	into	#1101260-5882	(County Court - Vacation Leave Payout)

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

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

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Clerk of Courts (file)
OMB

Resolution

Number 19-1239

Adopted Date September 24, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND
#11011280

BE IT RESOLVED, to approve the following appropriation adjustment within County Court
Fund 11011280

\$ 700.00 from #11011280-5210 (Materials & Supplies)
 into #11011280-5400 (Purchased Services)

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

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

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
County Court (file)

Resolution

Number 19-1240

Adopted Date September 24, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COUNTY COURT FUND #11011283
INTO #11011280

BE IT RESOLVED, to approve the following appropriation adjustment:

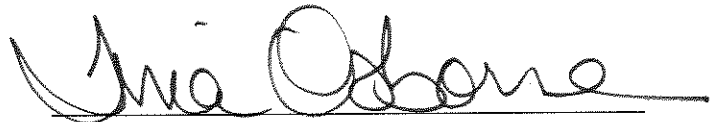
\$ 800.00 from #11011283-5910 (Other Expense)
 into #11011280-5142 (Acting Judges)

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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
County Court (file)

Resolution

Number 19-1241

Adopted Date September 24, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,828.49 from #11012300-5830 (Workers' Comp)
 into #11012300-5317 (Non Capital Purchases)

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

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

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Building/Zoning (file)

Resolution

Number 19-1242

Adopted Date September 24, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE JUVENILE DETENTION
FUND #11012600

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

\$15,000.00	from	11012600-5102	(Regular Salaries)
	into	11012600-5114	(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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 19-1243

Adopted Date September 24, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,500.00 from #11012810-5210 (Telecom Materials/Supplies)
 into #11012810-5400 (Telecom Purchased Services)

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

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

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-1244

Adopted Date September 24, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 250.00 from #11012810-5910 (Miscellaneous)
 into #11012810-5855 (Uniform/Clothing)

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 – absent
Mr. Young – yea
Mr. Grossmann – yea

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

Resolution

Number 19-1245

Adopted Date September 24, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN EMERGENCY SERVICES/
COMMUNICATIONS CENTER FUND #11012850

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,400.00	from	#11012850-5210	(Materials & Supplies)
	into	#11012850-5317	(Non-Capital Purchases)

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

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

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Emergency Services (file)

Resolution

Number 19-1246

Adopted Date September 24, 2019

APPROVE AMENDMENTS TO THE WARREN COUNTY SUBDIVISION REGULATIONS

WHEREAS, pursuant to Ohio Revised Code Section 711.10, this Board met the 24th day of September 2019, to consider amendments to the Warren County Subdivision Regulations; and

WHEREAS, this Board is in receipt of a recommendation from the Warren County Regional Planning Commission to amend the Warren County Subdivision Regulations as well as a letter of support from the Cincinnati Homebuilders Association; and

WHEREAS, this Board has considered all those desiring to speak in favor of or in opposition to said amendments; and

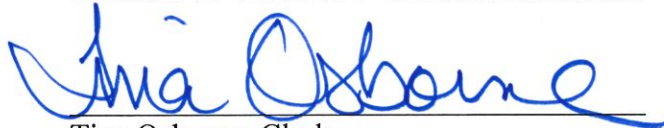
NOW THEREFORE BE IT RESOLVED, approve amendments to the Warren County Subdivision Regulations; said amendments as attached hereto and made a part hereof.

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 - absent
Mr. Young - yea
Mr. Grossmann - yea

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: RPC (file)
Public Hearing file

ARTICLE I TITLE, SCOPE AND JURISDICTION

SECTION 106: AMENDMENTS

These regulations may be amended, after public hearing and other requirements as specified in the Ohio Revised Code, except staff may make grammatical, numerical and section reference corrections to the Warren County Subdivision Regulations without such changes being subject to the review process provided that such changes do not alter the meaning of the regulations.

ARTICLE III PROCEDURES FOR SUBDIVISION APPROVAL

SECTION 301: CONCEPT PLAN PROCESS/TECHNICAL ADVISORY COMMITTEE REVIEW

The concept plan process is meant to provide the applicant with expert opinions regarding issues and problems associated with a potential project, thereby aiding in the determination of project feasibility at an appropriately early stage. The Concept Plan is required as a first step in all subdivisions not eligible to be processed as a minor subdivision (lot split), alternative record plat, re-plats or right-of-way dedicated plat. The Concept Plan does not constitute a subdivision plan; plan application, preliminary plan, final plat, record plan, or formal plat review and action by the Warren County Regional Planning Commission (RPC) pursuant to Section 711.10 of the Ohio Revised Code (ORC). The Concept Plan may be waived only if a directly comparable process (including all requirements specified in Section 301.A below) has already been completed and approved by the applicable zoning authority as part of a planned unit development (PUD), or "cluster" or "conservation" option design, as defined by the applicable zoning authority. Although there is no formal action by the RPC Executive Committee on a Concept Plan application, in some cases during the Concept Plan review stage, the Committee may take formal action on an application for one or more Access Point Waiver Requests pursuant to Section 403(H) herein.

SECTION 308: PRELIMINARY PLAN REVIEW AND APPROVAL

- E. Review Criteria:** The Warren County Regional Planning Commission, pursuant to Ohio Revised Code Section 711.10 (B), may approve, approve with conditions, or deny a Preliminary Subdivision Plan. The RPC Executive Committee may approve a Preliminary Plan upon a finding that each criterion has been met or has been determined to be inapplicable:
1. The application meets the standards and requirements of the Subdivision Regulations and that the Preliminary Plan proposed fulfills the purpose and intent of the Warren County Subdivision Regulations.

2. The zoning authority has determined that the application meets the requirements of all township or county regulations and the applicant has demonstrated that they can and will comply with all applicable requirements of the zoning code.
3. The subdivision and site design creates a functional and attractive development and provides for lots of adequate size. The design, shape, and orientation of the proposed lots accommodate the physical features of the site.
4. The subdivision complies with the requirements of the Warren County Combined Health District or the Ohio Environmental Protection Agency. Adequate sewage disposal and other utilities, services, and improvements are provided subject to approval of detailed plans.
5. The subdivision is designed to minimize the alteration or disturbance of the natural features of the site, including unusual topography and other exceptional conditions.
6. The development of the subdivision has been coordinated with the provision of public facilities such as parks, recreation areas, and fire protection.
7. Active open space is designed, sized, and located to be functional and provide convenient access. All proposed common open space and improvements, if any, are identified on the Preliminary Plan and maintenance of such areas is ensured through an appropriate legal instrument.
8. The subdivision provides for safe and convenient pedestrian traffic circulation and adequate vehicular and pedestrian access to abutting properties.
9. The Warren County Engineer's office has determined the Preliminary Plan for streets, storm water management, and natural drainage ways protection is acceptable.
10. The subdivision provides for convenient and safe streets of adequate capacity, includes appropriate improvements to handle anticipated traffic flow, and assure that street right-of-way are provided for in accordance with the Thoroughfare Plan and roads are designed to the Requirements and Standards for the Design and Construction of Streets and Roadway Facilities.
11. The Warren County Engineer's Office has determined that access to individual lots necessary to serve the development conforms to the standards contained in Access Management Regulations and that the proposed streets, utilities, and surface water drainage facilities conform to the Warren County Engineer's Office standards and allows for transitions to existing and potential future development on adjacent lands.
12. Appropriate provisions have been made for dedications and easements.
13. The subdivision does not result in a congestion of population.

14. Required local, state, and federal permits, as applicable, have been obtained or can reasonably be obtained prior to development and the applicant agrees to comply with recommendations of referral agencies.

SECTION 310: PRELIMINARY PLAN APPROVED COPY

The subdivider shall submit a copy of the preliminary plan that conforms to any changes required by the Regional Planning Commission to ensure the Executive Director may review future record plats against the approved preliminary plan. The conforming preliminary plan shall be submitted ~~no less than 30 days after the Regional Planning Commission meeting~~ prior to the application for final plat.

SECTION 311: FINAL PLAT REQUIREMENTS

- A. The subdivider, having first received approval of the preliminary plan of the proposed subdivision, shall submit a final plat of the subdivision. ~~The final plat shall have incorporated all changes in the preliminary plat required by the Regional Planning Commission. Otherwise, it shall substantially conform to the approved preliminary plat.~~ An application for final plat approval may be submitted for a section of a subdivision.
- B. Final plat sections shall conform to the approved preliminary plan as determined by the RPC Executive Director or designee, inclusive of any conditions that may have been part of the approval. However, the following may constitute a revised preliminary plan:
1. Changes to the road network that alters intersections with existing or planned streets, or overall connectivity of the network;
 2. Changes to proposed pedestrian trails or sidewalks that alter the intent of the original pedestrian network shown on the Preliminary Plan;
 3. Changes in the location of planned open space or conservation areas/easements or the total amount of such spaces. Minor adjustments to road right-of-way or utility easements that impact the quantity and design of open space may qualify as a minor amendment;
 4. An increase in the residential density or an increase in the number of lots fronting along any given street/road segment;
 5. Changes to the Preliminary Plan boundary;
 6. Changes to the approved Preliminary Plan to accommodate clusterbox mail delivery facilities may not require a Revised Preliminary Plan and may be reviewed at staff level.
- C. If the applicant plans to submit a final plat section that will in any way vary from the approved preliminary plan, the applicant shall consult with RPC staff to determine if a revised preliminary plan is necessary to achieve the variation. In cases where one or more of the criteria stated above in paragraph (B) cannot be met, a revision to the preliminary plan shall be required. The Revised Preliminary Plan process and standards shall be the same as Preliminary Plan. Other variations or modifications shall be classified as minor and shall require submission of an updated Preliminary

Plan; such submission shall not require approval by the RPC Executive Committee. However, the RPC Executive Director or designee may elect to submit the minor modification to the RPC Executive Committee for review as a revised Preliminary Plan.

SECTION 314: FINAL PLAT CONTENTS

The final plat shall contain the following information:

- G. Plat boundaries shall be shown with a continuous heavy/dark line that are bolder than any other lines on the drawing, and based on accurate traverse with both angular and lineal dimensions. All dimensions, both angular and lineal, shall be determined by an accurate control survey in the field. Closure may not exceed 0.02 feet in latitudes and departure (O.A.R.C. 4733-37-04).
- H. The plat shall show bearings and distances from at least two vertices on the subdivision perimeter to a county survey control monument or, it shall show at least two GPS coordinate pairs (x, y) at vertices along the subdivision perimeter in NAD 83—Ohio State Plane South projection. The plat shall also show Bbearings and distance(s) to the nearest established ~~C~~centerline intersection of streets or highways, section or quarter section corner(s), Virginia Military Survey corner(s), or platted subdivision corner(s).
- ~~—Additionally ties into two county survey control monuments regardless of the distance from the perimeter of the subdivision. As an alternative, State Plane Coordinates (NAD 83—Ohio South Zone) can be used as long as there is a minimum of two subdivision corners defined with a coordinate pair. The replat does not require GPS coordinates as specified in Section 314 H.~~
- R. Accurate location and a description of all monuments as to type, size and whether the monument was found or set. If a monument has been ~~or~~ offset, ~~from~~ its true location in relation to the property corner or lot corner ~~it~~ shall be noted.

SECTION 320: REPLATS

The requirements and procedures to be followed for modifying an existing, recorded subdivision plat shall be the same as those specified for final plats, Replats do not require GPS coordinates as specified in Section 314 H. In addition to meeting the requirements of a record plat, approval of a replat shall be based on the following criteria:

SECTION 321: RIGHT-OF-WAY DEDICATION PLATS

The requirements and procedures to be followed for right-of-way dedication plats shall be the same as specified for final plats. ~~Any dedication of public utility or other easements extraterritorial to public rights-of-way, as applicable, shall be clearly indicated in the title block and on the plat drawing, as determined by the Warren County Regional Planning Commission t, the Warren County Tax Map Departments and the Warren County Recorder.~~

ARTICLE IV

SUBDIVISION DESIGN STANDARDS AND IMPROVEMENT REQUIREMENTS

SECTION 403: TRAFFIC MANAGEMENT

- G. **ACCESS POINTS.** ~~At a minimum, access points are required in the following situations, except as provided in Section 403(H)~~ The minimum access point requirements for major subdivisions which involve the construction/extension of public streets are as follows:
1. Access points to ~~existing public~~ roadways adjacent to the subdivision site, including (i.e. arterial, collector/distributor, collector, and local roads, as well as but not local subdivision streets) adjacent to the subdivision site, as permissible by the access management regulations of Warren County or ODOT (as applicable), are required as follows:
 - a. For subdivisions with less than fifty (50) units, a minimum of one (1) access point to an ~~existing public~~ roadway is required.
 - b. For subdivisions with fifty (50) units or more, a minimum of two (2) access points to an existing public roadway or roadways are required, except in cases where the access management regulations of Warren County or ODOT (as applicable) would prevent the provision of a second location.
 - c. For commercial and industrial developments, more than one (1) access point may be required if the development is estimated to generate fifty (50) or more peak hour trips.
 2. ~~Access points to local subdivision streets (e.g., involving existing or future street stubs) are required as follows:~~
 - 2a. Access points are required to connect to all existing street stubs (including "paper streets") adjacent to the proposed subdivision site.
 - 3b. Access points are required to connect to all street stubs which are planned as part of an approved preliminary plan or site plan on an adjacent site.
 - c. ~~A minimum of one (1) access point is required to each adjacent property that is considered "undeveloped" by the RPC Executive Committee. The determination of whether a property is "undeveloped" is to the discretion of the RPC Executive Committee, and may be based on one (1) or more of the following factors:~~
 - i. ~~The adjacent property is unplatted.~~

~~ii. The adjacent property is classified as agricultural or vacant by the Warren County Auditor.~~

~~iii. The adjacent property is of sufficient size to accommodate a possible future expansion of development.~~

~~iv. The adjacent property contains sufficient area free and clear of buildings, structures, or other obstacles to make future expansion of development possible.~~

~~4d.~~ Access points are required in all other locations for future roadways as required by the Warren County Thoroughfare Plan.

5. A minimum of one (1) access point is required to each adjacent property that is considered undeveloped. An adjacent property shall be considered undeveloped if it meets all three of the following criteria:

a. The adjacent property is unplatted.

b. The adjacent property is classified as agricultural or vacant by the Warren County Auditor.

c. There is no preliminary plan or site plan currently approved for the adjacent property.

6. A minimum of one (1) access point is required to each adjacent property that is considered undeveloped as determined by RPC staff, based on the following factors:

a. Whether the same property or properties are of sufficient size to accommodate a possible future expansion of development; and

b. Whether the adjacent property or properties contain sufficient area free and clear of buildings, structures, or other obstacles to make future expansion of development possible.

~~3. Access point requirements may be expanded or reduced on a case-by-case basis in special situations or due to unique circumstances, at the discretion of the RPC Executive Committee. Factors to consider in determining whether a situation or circumstance is special or unique include, but are not limited to, the following:~~

~~a. The existence of natural features, such as steep slopes, blue line streams, wetlands, significant wooded or vegetated areas, or other challenging topographic conditions;~~

~~b. Existing or projected traffic patterns;~~

~~c. Relationship to existing or planned roadway networks;~~

~~d. Ensuring better access management;~~

~~e. Existing or future land use classifications on adjacent properties and sites;~~

~~f. Existing zoning classifications on adjacent properties and sites;~~

~~g. The total number of access points which are planned for the subdivision;~~

~~h. Length of boundaries between the subdivision site and adjoining properties;~~

~~i. Length of boundaries between the subdivision site and adjoining right-of-way;~~

~~j. Access to certain amenities or points of interest; and~~

~~k. Comments from reviewing agencies/departments.~~

74. Nothing in above subsections (1) through (63) ~~prevents~~**prohibits** a single access point from satisfying multiple provisions stated above.

H. **ACCESS POINT WAIVER REQUESTS.** Waiver requests for one (1) or more of the minimum access point requirements stated above in subsection (G) may be made by the applicant/developer to the Regional Planning Commission. Such request must be made in writing, specifying justification for the waiver, and submitted at the same time as ~~either the~~**a** Concept Plan ~~application or Preliminary Plan~~. Each required access point requested to be waived shall constitute a separate waiver request and a separate decision for the RPC Executive Committee to consider, although such decisions may be made by the Executive Committee in one motion. Factors the RPC Executive Committee may consider when making a determination of whether to grant or deny each access point waiver include, but are not limited to, those listed ~~below: in subsections (a) through (k) in Section 403(G)(3).~~

1. The existence of natural features, such as steep slopes, blue line streams, wetlands, significant wooded or vegetated areas, or other challenging topographic conditions;

2. Existing or projected traffic patterns;

3. Relationship to existing or planned roadway networks;

4. Ensuring better access management;

5. Existing or future land use classifications on adjacent properties and sites;

6. Existing zoning classifications on adjacent properties and sites;

7. The total number of access points which are planned for the subdivision (e.g. whether the total number of access points is considered sufficient for facilitating connection to possible future adjoining developments);

8. Length of boundaries between the subdivision site and adjoining properties (properties that share a long boundary with the subdivision site may be required to have multiple access points);
9. Length of boundaries between the subdivision site and adjoining right-of-way;
10. Access to certain amenities or points of interest;
11. Comments from reviewing agencies/departments;
12. Whether the adjacent property or properties are of sufficient size to accommodate a possible future expansion of development; and
13. Whether the adjacent property or properties contain sufficient area free and clear of buildings, structures, or other obstacles to make future expansion of development possible.

SECTION 415: POSTAL FACILITIES

- ~~A. Vehicle parking or waiting facilities shall be provided to serve combined postal delivery and collection units when they are employed to provide postal service to a subdivision. These facilities shall be located in the following areas:
 1. ~~Roadside 'pull-off' areas.~~
 2. ~~Cut-de-sac or mid-block turnaround islands.~~
 3. ~~Along the perimeter of cut-de-sacs or mid-block turnarounds, outside the travel way of the street.~~~~
- ~~B. The Regional Planning Commission shall approve all locations for combined postal delivery and collection units during the review of the preliminary plan for the subdivision.~~
- ~~C. Combined postal facilities shall be located no closer than one hundred (100) feet from any street intersection.~~
- ~~D. All vehicle parking or waiting areas for postal facilities shall be designed and constructed in accordance with the standards of the Warren County Board of Commissioners.~~
- A. These regulations do not regulate individual mailboxes.
- B. In situations where the USPS determines that new development will require combined postal delivery rather than individual mailbox delivery, the following requirements shall apply:
 1. Maintenance of cluster mailbox units, as well as any associated shelters, structures, lighting, parking and other related amenities shall be the responsibility of the homeowners. Establishment of a homeowners' association

is strongly encouraged in developments where individual mail delivery is unavailable.

2. Cluster mailbox units are encouraged, but not required, to be sheltered or housed within a building/structure. Whenever feasible, cluster mailbox units should be located within an amenity center (e.g. clubhouse), if one is proposed for the development.
3. A separate parking lot may be provided to serve cluster mailbox units, in which case the number of parking spaces to be provided shall be 1 per every thirty-two (32) individual address mail drops, rounded up to the nearest whole number. Multiple parking lots may serve multiple cluster mailbox unit locations.
4. In cases where a separate parking lot is not provided, a pull-off lane or driveway shall be required for all cluster mailbox units, the design of which shall be to the satisfaction of the Warren County Engineer's Office. The length of any such pull-off lanes/driveways shall accommodate a minimum of 1 parking/stacking space per every thirty-two (32) individual address mail drops, rounded up to the nearest whole number. Developers may install multiple pull-off lane/driveway locations throughout the subdivision, or concentrate all cluster mailbox units on one pull-off lane/driveway to serve the entire subdivision. All pull-off lanes and driveways shall be located a minimum of one hundred (100) feet from the edge of pavement of all street intersections.
5. At a minimum, sidewalks shall be constructed from the pavement edge to the cluster mailbox area to facilitate pedestrian access and retrieval of mail by residents. Such sidewalks shall link into any other sidewalks that may be required by other provisions of these regulations.

ARTICLE VII
REQUIRED STATEMENTS AND SIGNATURES
TO BE AFFIXED ON THE PLAT

SECTION 700: REQUIRED STATEMENTS

The following statements shall be affixed on the subdivision plat. The Regional Planning Commission may require modifications to the statements. The Regional Planning Commission shall obtain all signatures, except the signatures of the Board of County Commissioners, County Auditor, County Recorder, and the Regional Planning Commission prior to approval of the subdivision plat.

A. Deed Reference:

Situated in Section __ Town __ Range __ (or Military Survey ____) __ Township, Warren County, Ohio, containing __ acres and being (part of/all of) the ~~same-~~ __ acre tract/Lot __, Plat Name _____, Plat Book __, Page __ -as conveyed to _____ and described in the deed recorded in Deed Book __, Page __ / O.R. Vol. __, Page __ / D.N. _____. ~~Deed (Official Records) Book __ Page __~~, Warren County, Ohio. ~~Reference may also be in the form of a Document Number or Deed Book and Page.~~