

Resolution

Number 21-0540

Adopted Date April 27, 2021

APPROVE AND AUTHORIZE THE RECLASSIFICATION AND A WAGE INCREASE FOR RANDI ESSIG, FROM ELIGIBILITY REFERRAL SPECIALIST I TO ELIGIBILITY REFERRAL SPECIALIST II, WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Ms. Essig was hired as an Eligibility Referral Specialist I effective April 19, 2021; and

WHEREAS, due to a recent vacancy, it is the recommendation of the Director that Ms. Essig be transferred to the position of Eligibility Referral Specialist II pay period beginning April 24, 2021; and

NOW THEREFORE BE IT RESOLVED, to reclassify Randi Essig from Eligibility Referral Specialist I to Eligibility Referral Specialist II within Warren County Job and Family Services, Children Services Division, effective pay period beginning April 24, 2021, full time, pay range #6, \$15.22 per hour and with remaining 365day probation period.

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
Randi Essig's Personnel file
OMB-Sue Spencer

Resolution

Number 21-0541

Adopted Date April 27, 2021

APPROVE AND AUTHORIZE THE RECLASSIFICATION AND A WAGE INCREASE FOR HEATHER HURTT, FROM TEMPORARY EMERGENCY RENTAL ASSISTANCE CASEWORKER TO ELIGIBILITY REFERRAL SPECIALIST II, WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Ms. Hurtt was hired as an Emergency Rental Assistance Caseworker effective April 5, 2021; and

WHEREAS, due to a recent vacancy, it is the recommendation of the Director that Ms. Hurtt be transferred to the position of Eligibility Referral Specialist II pay period beginning April 24, 2021; and

NOW THEREFORE BE IT RESOLVED, to reclassify Heather Hurtt from Emergency Rental Assistance Caseworker to Eligibility Referral Specialist II within Warren County Job and Family Services, Children Services Division, effective pay period beginning April 24, 2021, full time, pay range #6, \$15.22 per hour and with remaining 365 day probation period.

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Human Services (file)
H. Hurtt's Personnel file
OMB-Sue Spencer

Resolution

Number 21-0542

Adopted Date April 27, 2021

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

WHEREAS, there exists an opening for the "Eligibility Referral Specialist I" position within the Department of Job and Family Services, Human Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Eligibility Referral Specialist I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning April 23, 2021.

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
OMB-Sue Spencer

Resolution

Number 21-0543

Adopted Date April 27, 2021

ADMINISTER DISCIPLINARY ACTION AGAINST JAMIE DICK, ELIGIBILITY REFERRAL SPECIALIST I, WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Ms. Dick, Eligibility Referral Specialist I, within Warren County Job and Family Services, was charged with: a Group I, Offense #20 Unsatisfactory work or failure to maintain required standards of performance; in accordance with the Warren County Personnel Policy Manual; and

WHEREAS, Ms. Dick was given notification of a pre-disciplinary conference on April 20, 2021; and

WHEREAS, Ms. Dick waived her right to a pre-disciplinary conference on April 20, 2021; and

WHEREAS, it is the recommendation of the Director of Human Services, that Ms. Dick serve a one (1) day suspension without pay, as this follows progressive discipline since Ms. Dick has prior discipline within the last two years; and

NOW THEREFORE BE IT RESOLVED, that Ms. Dick, Eligibility Referral Specialist I, within Warren County Job and Family Services, Human Services Division, be disciplined for violating Policy 8.03, Group I, Offense #20 Unsatisfactory work or failure to maintain required standards; in accordance with the Warren County Personnel Policy Manual, the penalty for which shall consist of a one (1) day suspension to be served April 29, 2021; and

BE IT FURTHER RESOLVED, that this action shall become a part of Ms. Dick's personnel file.

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R:

cc: Human Services (file)
J. Dick's Personnel File
OMB (Sue Spencer)

Resolution

Number 21-0544

Adopted Date April 27, 2021

APPROVE RECLASSIFICATION OF SYDNEY WYATT FROM PROTECTIVE SERVICES CASEWORKER I TO PROTECTIVE SERVICES CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Sydney Wyatt has completed the required CORE training for the Protective Services Caseworker II position and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Sydney Wyatt to the position of Protective Services Caseworker II, non-exempt, pay range #8, \$18.86 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning April 24, 2021, and


BE IT FURTHER RESOLVED, Ms. Wyatt will receive the typical three percent increase upon completion of her year probation in November 2021.

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 21-0545

Adopted Date April 27, 2021

APPROVE RECLASSIFICATION OF TRISHA SCHULZ FROM FOSTER CARE/ADOPTION CASEWORKER I TO FOSTER CARE/ADOPTION CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Ms. Schulz has completed the required CORE training for the Caseworker II and has the required experience for the Foster Care/Adoption Caseworker II position and desires to reclassify her to said position; and


NOW THEREFORE BE IT RESOLVED, to reclassify Trisha Schulz to the position of Foster Care/Adoption Caseworker II, non-exempt, pay range #10, \$22.68 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning April 24, 2021.

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
T. Schulz's Personnel file
OMB – Sue Spencer

Resolution

Number 21-0546

Adopted Date April 27, 2021

HIRE CIERRA DUFFY AS WATER SEWER UTILITY CLERK I, WITHIN THE WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Cierra Duffy, as Water Sewer Utility Clerk I, within the Water and Sewer Department, full-time, non-exempt, Pay Range 12, at a pay rate of \$14.71 per hour, effective May 10, 2021, subject to a negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Water/Sewer (file)
C. Duffy's Personnel file
OMB-Sue Spencer
T. Reier

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0547

Adopted Date April 27, 2021

HIRE VICTORIA LANE AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

BE IT RESOLVED, to hire Victoria Lane as Emergency Communication Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective May 10, 2021, at starting rate of, \$18.66 per hour, subject to a negative background check and drug screen and a 365-day probationary period.

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)
Victoria Lane's Personnel file
OMB- Sue Spencer

Resolution

Number 21-0548

Adopted Date April 27, 2021

HIRE SARA ORR AS EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

WHEREAS, pursuant to a memorandum of understanding when filling a vacancy, the department is able to hire a candidate with four years of experience at the current 37-48 month rate of pay and Ms. Orr has more than four years of experience in emergency dispatching; and

NOW THEREFORE BE IT RESOLVED, to hire Sara Orr, as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective May 10, 2021, at starting rate of, \$22.66 per hour, subject to a negative background check, drug screen and a 365day probationary period.

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR

cc: Emergency Services (file)
Sara Orr's Personnel file
OMB- Sue Spencer

Resolution

Number 21-0549

Adopted Date April 27, 2021

HIRE SEAN VESTER AS EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

WHEREAS, pursuant to a memorandum of understanding when filling a vacancy, the department is able to hire a candidate with four years of experience at the current 37-48 month rate of pay and Mr. Vester has more than four years of experience in emergency dispatching; and

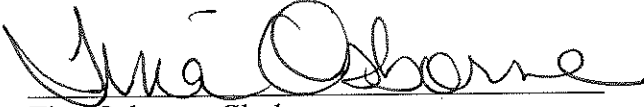
NOW THEREFORE BE IT RESOLVED, to hire Sean Vester, as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective May 25, 2021, at starting rate of, \$22.66 per hour, subject to a negative background check, drug screen and a 365day probationary period.

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR

cc: Emergency Services (file)
Sean Vester's Personnel file
OMB- Sue Spencer

Resolution

Number 21-0550

Adopted Date April 27, 2021

HIRE SYDNEY RENNER AS AN EMA EMERGENCY PLANS ASSISTANT FOR WARREN COUNTY EMERGENCY SERVICES

WHEREAS, Ms. Renner will assist with updating emergency plans; and

BE IT RESOLVED, to approve the hiring of Sydney Renner for an EMA Emergency Plans Assistant within Warren County Emergency Services, non-exempt status (40 hours per week), \$14.00 per hour, classified, effective May 3, 2021, subject to a negative drug screen and background check (BCI); and

BE IT FURTHER RESOLVED, Ms Renner's employment is temporary will end April 29, 2022, or sooner if the project is complete or if her assistance is no longer needed.

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc:

Emergency Services (file)
S. Renner's Personnel file
OMB – Sue Spencer

Resolution

Number 21-0551

Adopted Date April 27, 2021

ACCEPT RESIGNATION OF BRYSON WELLS, CUSTODIAL WORKER I, WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT EFFECTIVE APRIL 28, 2021

BE IT RESOLVED, to accept the resignation, of Bryson Wells, Custodial Worker I, within the Warren County Facilities Management Department effective April 28, 2021.

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Facilities Management (file)
B. Wells' Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 21-0552

Adopted Date April 27, 2021

AUTHORIZE THE POSTING FOR "CUSTODIAL WORKER I" POSITION, WITHIN THE FACILITIES MANAGEMENT DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for "Custodial Worker I" position within the Facilities Management Department; and


NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Custodial Worker I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning April 22, 2021.

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR

cc: Facilities Management (file)
OMB Sue Spencer

Resolution

Number 21-0553

Adopted Date April 27, 2021

TRANSFER RIOT HELMETS, CHEST RIGS, VEHICLES AND VEHICLE EQUIPMENT NO LONGER BEING UTILIZED BY THE WARREN COUNTY SHERIFF'S OFFICE TO THE CARLISLE POLICE DEPARTMENT, WAYNESVILLE POLICE DEPARTMENT, LAWRENCE COUNTY SHERIFF'S OFFICE, RUSSELLVILLE POLICE DEPARTMENT, AND RUSSELLVILLE VOLUNTEER FIRE DEPARTMENT

WHEREAS, the Warren County Sheriff's Office has determined they no longer need the following equipment currently in their inventory; and

WHEREAS, the Carlisle Police Department, Waynesville Police Department, Lawrence County Sheriff's Office, Russellville Police Department, and Russellville Volunteer Fire Department, have indicated that they have a need and could use said listed equipment; and

NOW THEREFORE BE IT RESOLVED, to transfer the following equipment to:

Carlisle Police Department, 474 Fairview Drive, Carlisle, Ohio 45005
10 Riot Helmets
7 Chest Rigs

Waynesville Police Department, 1400 Lytle Road, Waynesville, Ohio 45068
12 Chest Rigs

Lawrence County Sheriff's Office, 115 S. 5th Street, Ironton, Ohio 45638
16 Chest Rigs

Russellville Police Department, 203 E. Main Street, Russellville, Ohio 45168
2014 Ford PI-Sedan VIN #1FAHP2MT5EG161558
Computer Mount Serial # 033913AAK002
Light Bar
Partition
MPH Python, Serial # PYT380001324, WCSO #11812
Front Radar Cone, Serial # PYT315006282
MPH Python, Serial # PYT380000087
Front Radar Cone, Serial # PYT315003988

Russellville Volunteer Fire Department, 126 West South Street, Russellville, Ohio 45168
2013 Chevrolet Tahoe VIN # 1GNLC2E01DR232267
Computer Mount Serial # K34612AAE062
Light Bar
Partition
Rear Vault Serial # 429480

RESOLUTION #21-0553

APRIL 27, 2021

PAGE 2

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

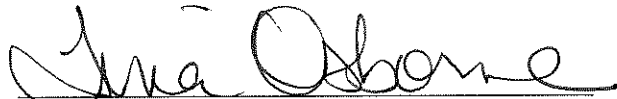
Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in black ink, appearing to read "Tina Osborne", written over a horizontal line.

Tina Osborne, Clerk

cc: Sheriff (file)
Auditor's Office – B. Quillen
T. Osborne

Resolution

Number 21-0554

Adopted Date April 27, 2021

APPOINT AN EVALUATION COMMITTEE RELATIVE TO THE REQUEST FOR QUALIFICATIONS ASSOCIATED WITH CRITERIA ARCHITECT SERVICES FOR THE WARREN COUNTY COURT EXPANSION PROJECT

WHEREAS, the Board has issued a request for qualifications for criteria architect services associated with the Warren County Court Expansion Project; and

WHEREAS, it is the desire of the Board to establish an evaluation committee to review the request for qualifications submittals prior to selection by this Board; and

NOW THEREFORE BE IT RESOLVED, to appoint the following members to the evaluation committee associated with the Warren County Court Expansion Project:

- Tiffany Zindel, County Administrator
- Martin Russell, Deputy County Administrator
- Chris Wojnicz, Deputy Sanitary Engineer
- Trevor Hearn, Director of Facilities Management

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
Bid file
Project file

Resolution

Number 21-0555

Adopted Date April 27, 2021

SELECTION OF A FOOD SERVICE PROVIDER FOR FOOD SERVICE OPERATIONS AT THE WARREN COUNTY JAIL

WHEREAS, pursuant to Resolution 21-0364 adopted March 16, 2021 this Board authorized a request for proposals for Food Service Operations for the Warren County Jail; and

WHEREAS, on or before April 13, 2021 the Sheriff's Office received four (4) sealed proposals for Food Service Operations at the Warren County Jail; and

WHEREAS, this Board on April 20, 2021 adopted Resolution 21-0522 that appointed a committee to review submitted proposals; and

WHEREAS, based on rankings by the selection committee, the Sheriff's Office requests authorization to begin negotiations with the top ranked provider; and


NOW THEREFORE BE IT RESOLVED, to authorize the Sheriff's Office to begin negotiations with Aramark Correctional Services for the respective Food Service Operations.

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Sheriff (file)
Bid file

Resolution

Number 21-0556

Adopted Date April 27, 2021

**AUTHORIZE REQUEST FOR PROPOSALS FOR PRINTING AND MAILING SERVICES
FOR WATER AND SEWER UTILITY BILLS**

BE IT RESOLVED, to advertise for Request for Proposals for printing and mailing services for Water and Sewer Utility Bills; and

BE IT FURTHER RESOLVED, to advertise said Request for Proposals in a newspaper of general circulation, three (3) times beginning the week of April 25, 2021 and for two consecutive weeks on the County Website; the deadline for the receipt of proposals is 11:00 a.m. on May 20, 2021.

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 21-0557

Adopted Date April 27, 2021

AUTHORIZE REQUEST FOR PROPOSALS FOR MEDICAL SERVICES FOR THE WARREN COUNTY JAIL

BE IT RESOLVED, to advertise for Request for Proposals for Medical Services for the Warren County Jail; and

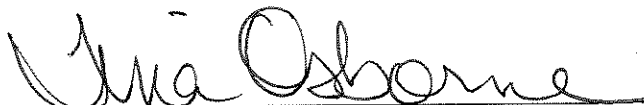
BE IT FURTHER RESOLVED, to advertise said Request for Proposals for one (1) week in a newspaper of general circulation, beginning the week of May 2, 2021, and for two (2) consecutive weeks on the County webpage; Proposal deadline is May 21, 2021 @ 10:00 a.m.

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

lkl/

cc: Sheriff (file)
Bid file

Resolution

Number 21-0558

Adopted Date April 27, 2021

AUTHORIZE POSTING OF NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS IN COUNTY ADMINISTRATION BUILDING FOR FY2021 COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS

WHEREAS, The US Department of Housing and Urban Development requires a public notice to be posted as part of the environmental review process prior to release of funds for Community Development Block Grant projects that are subject to environmental reviews, and

BE IT RESOLVED, to authorize the public posting of Notice of Intent to Request Release of Funds in the County Administration Building beginning April 26, 2021 for fifteen consecutive days for the following FY2021 Community Development Block Grant projects:

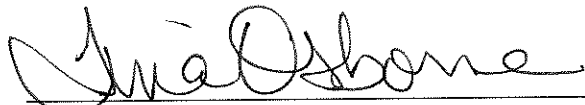
- FY21 City of Franklin Mackinaw Project
- FY21 Franklin Township Pennyroyal Repaving Project
- FY21 Morrow Train Depot Community Center
- FY21 Pleasant Plain Park Improvement Project
- FY21 Waynesville Sidewalk Safety Project

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: OGA (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0559

Adopted Date April 27, 2021

APPROVE NOTICE OF INTENT TO AWARD BID TO LAKE ERIE CONSTRUCTION CO.
FOR THE GUARDRAIL REPLACEMENT FY21 PROJECT

WHEREAS, bids were closed at 9:30 a.m., April 20, 2021, and the bids received were opened and read aloud for the Guardrail Replacement FY21 Project and the results are on file in the Commissioners' Office; and

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

NOW THEREFORE BE IT RESOLVED, upon recommendation of Neil F. Tunison, that it is the intent of this Board to award the bid to Lake Erie Construction Co., 25 South Norwalk Road, Norwalk, Ohio for a total bid price of \$225,720.00; and


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

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

LL\

cc: Engineer (file)
OMB Bid file

Resolution

Number 21-0560

Adopted Date April 27, 2021

APPROVE NOTICE OF INTENT TO AWARD BID TO MILLER-MASON PAVING COMPANY FOR THE 2021 CHIP SEAL PROJECT

WHEREAS, bids were closed at 9:15 a.m., April 20, 2021, and the bids received were opened and read aloud for the 2021 Chip Seal Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Neil F. Tunison, Warren County Engineer, Miller-Mason Paving Company has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of Neil F. Tunison, that it is the intent of this Board to award the bid to Miller- Mason Paving Company, 8591 Mad River Road, Hillsboro, Ohio, for a total contract price of \$154,465.28. The total bid amount will be the responsibility of the various townships listed in Exhibit A of the bid packet; and


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

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KP\

cc: Engineer (file)
OMB Bid file

Resolution

Number 21-0561

Adopted Date April 27, 2021

AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN THE MARCS SITE KEY AGREEMENT ENTERED INTO BY AND BETWEEN THE STATE OF OHIO, ACTING BY AND THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, ON BEHALF OF THE MULTI AGENCY RADIO COMMUNICATIONS SYSTEM (HEREINAFTER "MARCS"), AND THE WARREN COUNTY BOARD OF COMMISSIONERS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT (HEREINAFTER "WARREN COUNTY")

WHEREAS, Medeco keys are required to access MARCS tower sites and facilities; and employees of Warren County have been authorized to access a MARCS tower site(s) after completion of a background check; and

NOW, THEREFORE, BE IT RESOLVED, to authorize the County Administrator to sign the attached MARCS Site Keys Agreement as Warren County hereby agrees abide by the attached terms and conditions, in consideration of the issuance of MARCS Medeco Keys as attached hereto and made part hereof.

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Ohio Department of Administrative Services
Telecom (file)

Resolution

Number 21-0562

Adopted Date April 27, 2021

AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN THE SERVICE QUOTE WITH BUCKEYE POWER SALES CO., INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Buckeye Power Sales will repair the generator cooling system repair due to age and condition; and

BE IT RESOLVED, to authorize the President of the Board to sign the attached quote from Buckeye Power Sales Co., Inc. for the Cooling System Service Repair on behalf of Warren County Telecommunications as attached hereto and made part hereof.

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Buckeye Power Sales Co., Inc.
Telecom (file)



Buckeye Power Sales Co., Inc.
 4992 Rialto Road
 West Chester, OH 45069
 USA

Service Quote SRE56107

Status Pending
 Order Date 03/15/21
 Order Time 8:09:50 AM
 Expiration Date 04/14/21
 Contract No.

Phone No. 513.755.2323
 Fax No. 513.755.4515

Service Quote
 Page 1

Sell To Warren County Commissioners
 Building Services
 406 Justice Drive
 Lebanon, OH 45036
 USA

Ship To Warren Co. Telecom Hatfield Tower
 2997 Hatfield Rd.
 LEBANON, OH 45036
 USA

Phone No. 513-933-1313 Equipment Contact
 E-Mail Phone No.
 Invoice to Warren County Commissioners Description COOLING SYSTEM SERVICE

Comments: PERFORM COOLING SYSTEM SERVICE DUE TO AGE AND CONDITION.NM
 NOTE there is a 2-3 week lead time for parts

Equipment No. / Serial No.	Description	Manufacturer / Model	Component Code	Modifier Code	Job Code	Warranty	Warranty Code	Repair Status Code
EQ1007167 2240363	INDUSTRIAL	KOH-E 25RZGB	1202		014	No		QSEND
FIX/REPAIR GENERATOR								

Type	No.	Description
Item	MISC PARTS	Cooling system service
Resource	2317	Nicholas McMillan
Charge	MILE	Mileage Charge

EQ1007167 2240363	INDUSTRIAL	KOH-E 25RZGB	1202		014	No		QSEND
FIX/REPAIR GENERATOR								

Type	No.	Description
Charge	PAR	Miscellaneous Parts

Service Order Total Amount: 1,485.00

Your PO No: _____

Signature: *  _____

Print Name: David G Young _____

Company/Title: Warren Co. Commissioners / President

Date: 4/27/21

Quote No: SRE56107

Customer Name: Warren County Commissioners

**BUCKEYE POWER SALES CO., INC.
SERVICE TERMS & CONDITIONS**

ARTICLE ONE: PAYMENT AND RATES

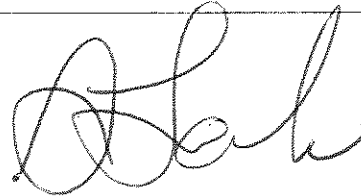
- 1.01 Customer shall pay the Tax, Labor, Travel and Customer Rates set forth above within ten (30) days of the date of service. Any balance that remains outstanding as of thirty (30) days from the date of service shall be subject to a late fee of Five Percent (5%) of the total outstanding balance.
- 1.02 Replacement parts will be billed at prices prevailing at time of use.
- 1.03 Emergency service between scheduled services and/or load test services will be provided at rates in effect at the time of service for labor, parts and travel.

ARTICLE TWO: REMEDIES FOR BREACH

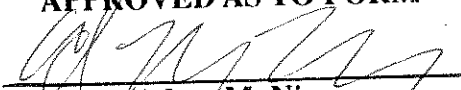
- 2.01 In the event Servicing Agent and/or its employees/agents negligently fail to perform the Services, the failure of which directly causes property damage, the sole remedy available to Customer shall be the replacement or repair of property with property of equal quality and value. This applies only to the Generator(s) and/or Automatic Transfer Switch(es).
- 2.02 Servicing Agent is not responsible for any consequential damages, lost profits or any damages or losses.
- 2.03 Servicing Agent shall not be responsible for failure to render the service due to causes beyond its control including labor strikes, labor disputes, acts of God, etc., or consequential damages.

ARTICLE THREE: TOTALITY

- 3.01 This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Servicing Agent for Customer, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the Servicing Agent.
- 3.02 Customer agrees to defend, indemnify and hold Servicing Agent, its directors, officers and employees ("Indemnitees") harmless from and against any and all claims, losses, costs, expenses, attorney's fees and liabilities ("Claims") arising out of or related to the goods
- 3.03 ~~If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. The attorney's fees may be set by the court in the same action or in a separate action brought for that purpose.~~
- 3.04 This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

 4/13/21

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 21-0563

Adopted Date April 27, 2021

APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH BUILDING CRAFTS INC. FOR THE RAR WATER TREATMENT PLANT MEMBRANE SOFTENING UPGRADES PROJECT.

WHEREAS, this Board on August 18, 2020 entered into a Contract with Building Crafts, Inc. for softening upgrades to the RAR Water Treatment Plant.; and

WHEREAS, Warren County Water and Sewer Department is requesting Building Crafts, Inc. to perform additional work items not contained within the Contract; and

WHEREAS, a Change Order and Purchase Order modification is necessary in order to accommodate said changes; and

NOW THEREFORE IT IS RESOLVED:


1. Approve Change Order No. 1 to the contract with Building Crafts, Inc., creating a new 2021 Purchase Order accommodating said Change Order No. 1 in the amount of \$204,567 and generating a new contract price in the amount of \$ 22,267,567.
2. By said Change Order, attached hereto and made part hereof, all costs and work associated with the change shall be incorporated into the contract.
3. That this Board execute and sign Change Order No. 1 of the contract with Building Crafts, Inc. for the construction of the RAR Water Treatment Plant Membrane Softening Upgrades Project.

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ✓
C/A— Building Crafts, 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: April 15, 2021

Change Order Number 1

Project Name: RAR Water Treatment

ITEM	DESCRIPTION	ADDITIONS	DELETIONS	CONTRACT TIME IMPACT
1	Membrane Skids Change material of skids provided by Wigen Water Technologies for 304 stainless steel to epoxy coated carbon steel.		\$26,100	None
2	Existing Sanitary Lift Station New electric feed to on site sanitary lift station. Existing feed was not per plans and will interfere with proposed water mains.	\$17,850		None
3	Fiber to Weelfield Bury existing overhead fiber in high risk area.	\$14,778		None
4	Potable Plant Water Lines Relocation of existing waterline that was in different location than as-built plans.	\$8,857		None
5	Yard Piping Add air relief valve to high point on yard piping as safeguard	\$16,867		None
6	Degassifier Effluent Piping Add glass lined coating for piping from degassifier that was not called out for on the construction drawings	\$108,425		None
7	Beams Revision to beam schedule to reflect base bid drawings	\$36,425		None
8	Membrane Cleaning System Increase breaker to 600 amp to allow flexibility in cleaning scenarios	\$16,133		None
9	Pre-Engineered Metal Building Additional stll needed to support roof	\$11,332		None

Sums of the ADDITIONS and DELETIONS

\$230,667

\$ 26,100

TOTALS FOR THIS CHANGE ORDER

\$204,567

Original contract price \$22,063,000

Current contract price adjusted by previous change orders \$ 22,063,000

The Contract price due to this change order will be increased by \$204,567

The New contract price including this change order will be \$ 22,267,567

The contract time will be increased by 0 calendar days.

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

Adam J. White 4/19/21
Contractor's Signature Date

[Signature] 4/19/21
W.C. Deputy Sanitary Engineer Date

[Signature] 4/27/21
Warren County Commissioner Date

[Signature] 4/27/21
Warren County Commissioner Date

Warren County Commissioner Date

State of Ohio
WATER SUPPLY REVOLVING LOAN ACCOUNT (or DWAF)

CONTRACT CHANGE ORDER

RECIPIENT Building Crafts, Inc

CHANGE ORDER NBR 001

LOAN NUMBER FS390084-0002


CONTRACT G/M/E

OWDA PROJECT No. 9027

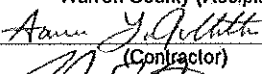
DATE 03/30/21


Description of Change:

ITEM	DESCRIPTION	COST
1	Change RO skid Frames to epoxy coated from SS	(\$26,100.00)
2	Provide new feed to existing pump station to avoid conflict with new work	\$17,850.00
3	Bury existing OH fiber to wellfield avoid damage from tree clearing	\$14,778.00
4	Cost to demo existing waterline in work area not shown on plans	\$8,857.00
5	Add ARV on yard piping to release air at piping high point	\$16,867.00
6	Increase extent of glass lined DI pipe not indicated on pipe schedule	\$108,425.00
7	Increase size of concrete beams from what was shown on base bid drawings	\$36,425.00
8	Provide 600 amp breaker to accommodate requirements of Wigen Control Panel	\$16,133.00
9	Cost of steel along column line 6 of PEMB to support roof not indicated on plans	\$11,332.00
TOTAL		\$204,567.00

RECOMMENDED BY:  DATE: 03/30/21
AECOM (Engineer)

APPROVED BY: _____ DATE: _____
Warren County (Recipient)

ACCEPTED BY:  DATE: 3/30/21
(Contractor)


Building Crafts, Inc. (Company)

Original Contract Amt	\$22,063,000.00	OWDA APPROVAL The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract noted above. The approval does not constitute an increase in the total loan amount, but represents approval for the work.
Previous Changes (+ / -)	\$ 0.00	
This Change (+ / -)	\$204,567.00	
Adjusted Contract Amt	\$22,267,567.00	
Ohio EPA Acceptance		Chief Engineer
Date		Date

CHANGE ORDER ONE SUMMARY

OWNER: Warren County
 PROJECT NO.: 60551697
 PROJECT: RARWTP
 CONTRACTOR: Building Crafts, Inc.
 DATE: 03/30/21

C.O. #	Item	URS/City Ref.	Contractor Ref.	Item Description	Amount	Days	Contract Amount
							\$22,063,000.00
1	1	RFP 001	N/A	Change RO skid Frames to epoxy coated form SS	(\$26,100.00)	0	
1	2	RFP 002	N/A	Provide new feed to existing pump station to avoid conflict with new work	\$17,850.00	0	
1	3	RFP 003	N/A	Bury existing OH fiber to wellfield avoid damage from tree clearing	\$14,778.00	0	
1	4	FO 005	N/A	Cost to demo existing waterline in work area not shown on plans	\$8,857.00	0	
1	5	FO 006	N/A	Add ARV on yard piping to release air at piping high point	\$16,867.00	0	
1	6	FO 007	N/A	Increase extent of glass lined DI pipe not indicated on pipe schedule	\$108,425.00	0	
1	7	FO 008	N/A	Increase size of concrete beams from what was shown on base bid drawings	\$36,425.00	0	
1	8	FO 009	N/A	Provide 600 amp breaker to accommodate requirements of Wigen Control Panel	\$16,133.00	0	
1	9	FO 010	N/A	Cost of steel along colum line 6 of PEMB to support roof not indicated on plans	\$11,332.00	0	
1				TOTAL	\$204,567.00	0	\$22,267,567.00



BUILDING CRAFTS, INC.
Contractors | Engineers

2 Rosewood Drive
P.O. Box 286
Wilders, KY 41076

Phone: (859) 781-9500
Fax: (859) 781-9505

www.buildingcrafts.com

Warren County Board of Commissioners
RARWTP Membrane Softening Upgrades

Project No. 60551697
BCI Project No. 0700

March 15, 2021

Dear Mr. Brian Benedict

This is a formal change order proposal by BCI in response to the requests made under the following Field Orders and Requests for Pricing:

<u>RFP#001 Membrane Skids Frame-</u>	\$ - 26,100
<u>RFP#002 New Electric Feed for Sanitary PS-</u>	\$ 17,850
<u>RFP#003 Bury Existing Fiber Optic Cable-</u>	\$ 14,778
<u>FO#005 Existing 12" Waterline-</u>	\$ 8,857
<u>FO#006 ARV Manhole Installation-</u>	\$ 16,867
<u>FO#007 Clarification to Extent of Glass Lined Pipe-</u>	\$ 108,425
<u>FO#008 Revision to Beam Schedule-</u>	\$ 36,425
<u>FO#009 600 Amp MCC-6 Breaker-</u>	\$ 16,133
<u>FO#010 Grid Line 6 Steel Frame-</u>	\$ 11,332
<u>Total Change Order Value</u>	\$ 204,567

Additional backup for pricing changes has been attached in this proposal. Please acknowledge acceptance of this proposal with a signed Change Order resulting in a net change to contract price.

Regards,

Aaron LaFollette

Project Manager.



BUILDING CRAFTS, INC.
Contractors | Engineers

2 Rosewood Drive
P.O. Box 286
Wilder, KY 41076

Phone: (859) 781-9500
Fax: (859) 781-9505

www.buildingcrafts.com

Warren County Board of Commissioners
RARWTP Membrane Softening Upgrades

Project No. 60551697
BCI Project No. 0700

September 23th, 2020

Dear Mr. Brian Benedict

This is a formal proposal by BCI in response to the request made under RFP001. Wigen Water Technologies has offered the pricing deduct of \$26,100 to change frame material from 304 stainless steel to epoxy coated carbon steel.

Please acknowledge acceptance of this proposal with a signed Change Order resulting in a net change to contract price.

Regards,

Aaron LaFollette

Project Manager.

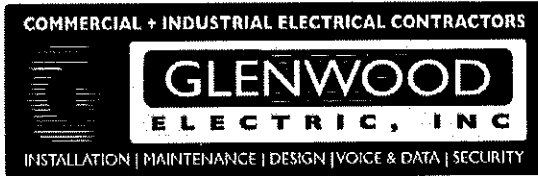
DATE: 2/4/2021



PROJECT: Warren County RARWTP Membrane Softening Upgrades
 DIVISION: N/A

RFP#002- New Electric Feed For Sanitary P.S.

CODE	DESCRIPTION	LMES	CRFT	QTY	UNIT	UNIT HOURS	HOURS	COST/UNIT	COST	LABOR \$	EQUIP \$	MAT'L \$	SUB \$	OTHER \$	TOTAL \$
	Project Manager						1	\$105.00	\$105.00	\$105.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105.00
	Superintendent	L	S	8	HR		8	\$95.00	\$760.00	\$760.00	\$0.00	\$0.00	\$0.00	\$0.00	\$760.00
	Excavate Trench & Backfill for Conduit 50 CY	L	O	8	HR		8	\$52.34	\$418.72	\$418.72	\$0.00	\$0.00	\$0.00	\$0.00	\$418.72
	Excavation Support	L	C	8	HR		8	\$45.29	\$362.32	\$362.32	\$0.00	\$0.00	\$0.00	\$0.00	\$362.32
	Excavator Equipment - Backhoe	E		8	HR		8	\$55.75	\$446.00	\$0.00	\$446.00	\$0.00	\$0.00	\$0.00	\$446.00
	Granular Trench Bedding	M		10	TN		1	\$18.50	\$185.00	\$0.00	\$0.00	\$185.00	\$0.00	\$0.00	\$185.00
	Glenwood Electric - Re-route Electric as Proposed	S		1	LS		1	\$13,598.62	\$13,598.62	\$0.00	\$0.00	\$0.00	\$13,598.62	\$0.00	\$13,598.62
							0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	SUBTOTAL						33.0		\$15,875.66	\$1,646.04	\$446.00	\$185.00	\$13,598.62	\$0.00	\$15,875.66
GC-1858	Taxes & Insurance on Labor			35.00%	of			\$1,646.04	\$276.11						
GC-1856	Small Tools/Consumables			5.00%	of			\$1,646.04	\$82.30						
									\$0.00						
	SUBTOTAL - DIRECT BCI COST								\$2,935.46						
	SUBTOTAL - SUBCONTRACT COST								\$13,598.62						
	Overhead on BCI Work			10.00%	of			\$2,935.46	\$293.55						
	Profit on BCI Work			5.00%	of			\$2,935.46	\$146.77						
	Overhead & Profit on Subcontract			5.00%	of			13,599	\$679.93						
	TOTAL INCLUDING O & P								\$17,654.33						
GC-1800	Bond			0.60%					\$105.93						
	TOTAL INCLUDING BCI BOND								\$17,760.25						
GC-1803	CAT Tax			0.50%					\$88.80						
	TOTAL INCLUDING BCI BOND								\$17,849.05						



PROJECT: RAR WTP

DATE: 2/3/2021

TO: BCI
 ATTN: Aaron LaFollette <alafollette@buildingcrafts.com>

CONTRACTOR: Glenwood Electric Inc.
12250 Chandler Drive
Walton, KY 41094

Description : CO pricing pump station refeed

Quantity	Description	Unit	Unit Price	Extended Amount
Materials				
250'	2" PVC Conduit			\$ 572.50
210'	2" Rigid Al. Conduit			\$ 1,327.20
3	2" PVC 90 Degree Elbo's			\$ 27.45
3	2" PVC Female Adaptors			\$ 5.25
4	2" PVC Couplings			\$ 4.68
3	2" Al. LB			\$ 109.44
2	2" Meyers Hubs			\$ 31.70
20'	1 5/8" Stainless Strut			\$ 375.40
22	2" S.S. Strut Straps			\$ 175.78
50	1/4" x 3" Wedge Anchors			\$ 81.50
1650'	#6 THHN			\$ 1,122.00
550'	#8 THHN			\$ 237.00
1	PVC Glue			\$ 6.00
1	MCC Bucket			\$ 450.00
	Material Subtotal			\$ 4,525.90
Equipment:				
				\$ -
	Equipment Subtotal			\$ -
Other Charges:				
				\$ -
	Other Subtotal			\$ -

Material, Equipment, Other Subtotal: \$ 4,525.90
 Sales Tax on Material, Equipment \$ 678.89
 10% Overhead + 5 % Profit \$ 678.89
TOTAL MATERIAL, EQUIPMENT, OTHER: \$ 5,204.79

TOTAL LABOR HOURS:				
Labor Charges:				
0	Supervisor - Straight	HR	\$ 86.66	\$ -
0	Supervisor - overtime 1.5X	HR	\$115.61	\$ -
0	Supervisor - overtime 2X	HR	\$144.57	\$ -
12	General Foreman - straight	HR	\$ 82.21	\$ 986.52
0	General Foreman - overtime 1.5X	HR	\$108.94	\$ -
0	General Foreman - double 2X	HR	\$135.66	\$ -
0	Foreman - straight	HR	\$ 77.76	\$ -
0	Foreman - overtime 1.5X	HR	\$102.25	\$ -
0	Foreman - double 2X	HR	\$126.75	\$ -
101	Journeyman - straight	HR	\$ 73.31	\$ 7,404.31
0	Journeyman - overtime 1.5X	HR	\$ 95.57	\$ -
0	Journeyman- double 2X	HR	\$117.84	\$ -
108	Labor Subtotal:			\$ 8,393.83

TOTAL PRICE FOR THE ABOVE:

\$ 13,598.62

DATE: 2/4/2021



PROJECT: Warren County RARWTP Membrane Softening Upgrades
 DIVISION: N/A

RFP#003- Bury Existing Fiber Optic

CODE	DESCRIPTION	LMES	CRFT	QTY	UNIT	UNIT HOURS	HOURS	COST/UNIT	COST	LABOR \$	EQUIP \$	MAT'L \$	SUB \$	OTHER \$	TOTAL \$
	Project Manager	L	PM	0	HR	1	0	\$105.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Superintendent	L	S	8	HR	1	8	\$95.00	\$760.00	\$760.00	\$0.00	\$0.00	\$0.00	\$0.00	\$760.00
	Excavate Trench & Backfill for Conduit 75 CY	L	O	8	HR	1	8	\$52.34	\$418.72	\$418.72	\$0.00	\$0.00	\$0.00	\$0.00	\$418.72
	Excavation Support	L	C	8	HR	1	8	\$45.29	\$362.32	\$362.32	\$0.00	\$0.00	\$0.00	\$0.00	\$362.32
	Excavator Equipment - Backhoe	E		8	HR	1	8	\$55.75	\$446.00	\$0.00	\$446.00	\$0.00	\$0.00	\$0.00	\$446.00
	Granular Trench Bedding	M		12	TN			\$18.50	\$222.00	\$0.00	\$0.00	\$222.00	\$0.00	\$0.00	\$222.00
	Glenwood Electric - Re-route Electric as Proposed	S		1	LS			\$10,826.16	\$10,826.16	\$0.00	\$0.00	\$0.00	\$10,826.16	\$0.00	\$10,826.16
							1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	SUBTOTAL						32.0		\$13,035.20	\$1,541.04	\$446.00	\$222.00	\$10,826.16	\$0.00	\$13,035.20
GC-1858	Taxes & Insurance on Labor			35.00%	of			\$1,541.04	\$539.36						
GC-1856	Small Tools/Consumables			5.00%	of			\$1,541.04	\$77.05						
									\$0.00						
	SUBTOTAL - DIRECT BCI COST								\$2,825.46						
	SUBTOTAL - SUBCONTRACT COST								\$10,826.16						
	Overhead on BCI Work			10.00%	of			\$2,825.46	\$282.55						
	Profit on BCI Work			5.00%	of			\$2,825.46	\$141.27						
	Overhead & Profit on Subcontract			5.00%	of			10,826	\$541.31						
	TOTAL INCLUDING O & P								\$14,816.74						
GC-1800	Bond			0.60%					\$87.70						
	TOTAL INCLUDING BCI BOND								\$14,704.44						
GC-1803	CAT Tax			0.50%					\$73.52						
	TOTAL INCLUDING BCI BOND								\$14,777.97						



PROJECT: RAR WTP

DATE: 2/3/2021

TO: BCI
 ATTN: Aaron LaFollette <alafollette@buildingcrafts.com>

CONTRACTOR: Glenwood Electric Inc.
12250 Chandler Drive
Walton, KY 41094

Description : CO pricing Rework overhead fiber

Quantity	Description	Unit	Unit Price	Extended Amount
Materials				
380'	2" Schedule 80 PVC	100	\$250.00	\$ 950.00
4	2" Schedule 80 PVC 90	E	\$ 2.00	\$ 8.00
1	24" x 24" Quazite Bx	E	\$324.00	\$ 324.00
1	24" x 24" Cover	E	\$160.00	\$ 160.00
1	Splice Kit for fiber supports	E	\$ 400.00	\$ 400.00
20		E	\$ 5.00	\$ 100.00
	Material Subtotal			\$ 992.00
Equipment:				
	Boom Lift			\$ 965.00
	Equipment Subtotal			\$ 965.00
Other Charges:				
	Other Subtotal			
	Material, Equipment, Other Subtotal:			\$ 1,957.00
	Sales Tax on Material, Equipment			
	10% Overhead + 5 % Profit			\$ 294.00
	TOTAL MATERIAL, EQUIPMENT, OTHER:			\$ 2,251.00

TOTAL LABOR HOURS:				
Labor Charges:				
0	Supervisor - Straight	HR	\$ 86.66	\$ -
0	Supervisor - overtime 1.5X	HR	\$115.61	\$ -
0	Supervisor - overtime 2X	HR	\$144.57	\$ -
8	General Foreman - straight	HR	\$ 82.21	\$ 657.68
0	General Foreman - overtime 1.5X	HR	\$108.94	\$ -
0	General Foreman - double 2X	HR	\$135.66	\$ -
0	Foreman - straight	HR	\$ 77.76	\$ -
0	Foreman - overtime 1.5X	HR	\$102.25	\$ -
0	Foreman - double 2X	HR	\$126.75	\$ -
108	Journeyman - straight	HR	\$ 73.31	\$ 7,917.48
0	Journeyman - overtime 1.5X	HR	\$ 95.57	\$ -
0	Journeyman- double 2X	HR	\$117.84	\$ -
108	Labor Subtotal:			\$ 8,575.16

TOTAL PRICE FOR THE ABOVE: \$ 10,826.16

DATE: 2/5/2021



PROJECT: Warren County RARWTP Membrane Softening Upgrades
 DIVISION: NA

FO#005- Existing 12 Inch Waterline

CODE	DESCRIPTION	LMES	CRFT	QTY	UNIT	UNIT HOURS	HOURS	COST/UNIT	COST	LABOR \$	EQUIP \$	MAT'L \$	SUB \$	OTHER \$	TOTAL \$
	Project Manager	L	PM	0	HR	1	0	\$105.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Supervisor	L	S	4	HR	1	4	\$95.00	\$380.00	\$380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$380.00
	Excavate Trench & Demo Existing Line	L	O	16	HR	1	16	\$52.34	\$837.44	\$837.44	\$0.00	\$0.00	\$0.00	\$0.00	\$837.44
	Excavation Support (2 Men)	L	L	32	HR	1	32	\$41.74	\$1,335.68	\$1,335.68	\$0.00	\$0.00	\$0.00	\$0.00	\$1,335.68
	Backfill Trench - 60.40 CY	L	O	6	HR	1	6	\$52.34	\$314.04	\$314.04	\$0.00	\$0.00	\$0.00	\$0.00	\$314.04
	Backfill Support	L	L	6	HR	1	6	\$41.74	\$250.44	\$250.44	\$0.00	\$0.00	\$0.00	\$0.00	\$250.44
	Excavator Equipment - CAT 345	E	L	38	HR	1	38	\$75.85	\$2,882.30	\$0.00	\$2,882.30	\$0.00	\$0.00	\$0.00	\$2,882.30
	Trench Backfill	M		20	TN			\$18.50	\$370.00	\$0.00	\$0.00	\$370.00	\$0.00	\$0.00	\$370.00
						1	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	SUBTOTAL						102.0		\$6,369.80	\$3,117.60	\$2,882.30	\$370.00	\$0.00	\$0.00	\$6,369.90
GC-1858	Taxes & Insurance on Labor			35.00%	of		\$3,117.60		\$1,091.16						
GC-1856	Small Tools/Consumables			5.00%	of		\$3,117.60		\$155.88						
									\$0.00						
	SUBTOTAL - DIRECT BCI COST								\$7,616.94						
	SUBTOTAL - SUBCONTRACT COST								\$0.00						
	Overhead on BCI Work			10.00%	of		\$7,616.94		\$761.69						
	Profit on BCI Work			5.00%	of		\$7,616.94		\$380.85						
	Overhead & Profit on Subcontract			5.00%	of		0		\$0.00						
	TOTAL INCLUDING O & P								\$8,759.48						
GC-1800	Bond			0.60%					\$52.56						
	TOTAL INCLUDING BCI BOND								\$8,812.04						
GC-1803	CAT Tax			0.50%					\$44.06						
	TOTAL INCLUDING BCI BOND								\$8,856.10						

DATE: 3/10/2021



PROJECT: Warren County RARWIP Membrane Softening Upgrades
 DIVISION: N/A

FO-06- ARV Manhole Installation

CODE	DESCRIPTION	LMES	CRFT	QTY	UNIT	UNIT HOURS	HOURS	COST/UNIT	COST	LABOR \$	EQUIP \$	MAT'L \$	SUB \$	OTHER \$	TOTAL \$
	Project Manager	L	PM	0	HR	1	0	\$105.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Superintendent	L	S	4	HR	1	4	\$95.00	\$380.00	\$380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$380.00
	Excavate, Set Manhole and Backfill - 30" @ 8' Deep / 36" @ 8' Deep	L	O	30	HR	1	30	\$52.34	\$1,570.20	\$1,570.20	\$0.00	\$0.00	\$0.00	\$0.00	\$1,570.20
	Excavation Support	L	L	30	HR	1	30	\$41.74	\$1,252.20	\$1,252.20	\$0.00	\$0.00	\$0.00	\$0.00	\$1,252.20
	Form / Pour Manhole Base	L	C	10	HR	1	10	\$45.29	\$452.90	\$452.90	\$0.00	\$0.00	\$0.00	\$0.00	\$452.90
	Tap 30" and 36" Line	L	L	8	HR	1	8	\$41.74	\$333.92	\$333.92	\$0.00	\$0.00	\$0.00	\$0.00	\$333.92
	Trench Box	E		24	HR	1	24	\$2.00	\$48.00	\$0.00	\$48.00	\$0.00	\$0.00	\$0.00	\$48.00
	Excavator Equipment - CAT 345	E		26	HR	1	26	\$75.85	\$1,972.10	\$0.00	\$1,972.10	\$0.00	\$0.00	\$0.00	\$1,972.10
	Concrete Base	M		6	YDS	1		\$130.00	\$780.00	\$0.00	\$0.00	\$780.00	\$0.00	\$0.00	\$780.00
	Granular Bedding	M		20	TN	1		\$20.98	\$419.60	\$0.00	\$0.00	\$419.60	\$0.00	\$0.00	\$419.60
	Tapping Saddles	M		1	LS	1		\$1,332.82	\$1,332.82	\$0.00	\$0.00	\$1,332.82	\$0.00	\$0.00	\$1,332.82
	Manholes	M		1	LS	2		\$4,369.00	\$4,369.00	\$0.00	\$0.00	\$4,369.00	\$0.00	\$0.00	\$4,369.00
						1	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	SUBTOTAL						132.0		\$12,910.74	\$3,989.22	\$2,020.10	\$6,901.42	\$0.00	\$0.00	\$12,910.74
GC-1858	Taxes & Insurance on Labor			35.00%	of			\$3,989.22	\$1,396.23						
GC-1856	Small Tools/Consumables			5.00%	of			\$3,989.22	\$199.46						
									\$0.00						
	SUBTOTAL - DIRECT BCI COST								\$14,506.43						
	SUBTOTAL - SUBCONTRACT COST								\$0.00						
	Overhead on BCI Work			10.00%	of			\$14,506.43	\$1,450.64						
	Profit on BCI Work			5.00%	of			\$14,506.43	\$725.32						
	Overhead & Profit on Subcontract			5.00%	of			0	\$0.00						
	TOTAL INCLUDING O & P								\$16,682.39						
GC-1800	Bond			0.60%					\$100.09						
	TOTAL INCLUDING BCI BOND								\$16,782.49						
GC-1803	CAT Tax			0.50%					\$83.91						
	TOTAL INCLUDING BCI BOND								\$16,866.40						

DATE: 3/15/2021



PROJECT: Warren County RARWTP Membrane Softening Upgrades
 DIVISION: N/A

FO-007 Glass Lined Upcharge

CODE	DESCRIPTION	LMES	CRFT	QTY	UNIT	UNIT HOURS	HOURS	COST/UNIT	COST	LABOR \$	EQUIP \$	MAT'L \$	SUB \$	OTHER \$	TOTAL \$
	Glass Lining Upcharge	M		1	LS	1		\$102,134.81	\$102,134.81	\$0.00	\$0.00	\$102,134.81	\$0.00	\$0.00	\$102,134.81
						1			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						1	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	SUBTOTAL						0.0		\$102,134.81	\$0.00	\$0.00	\$102,134.81	\$0.00	\$0.00	\$102,134.81
GC-1858	Taxes & Insurance on Labor			35.00%	of		\$0.00		\$0.00						\$0.00
GC-1855	Small Tools/Consumables			5.00%	of		\$0.00		\$0.00						\$0.00
									\$0.00						\$0.00
	SUBTOTAL - DIRECT BCI COST								\$102,134.81						
	SUBTOTAL - SUBCONTRACT COST								\$0.00						
	Overhead on BCI Work			10.00%	of		\$0.00		\$0.00						\$0.00
	Profit on BCI Work			5.00%	of		\$102,134.81		\$5,106.74						\$5,106.74
	Overhead & Profit on Subcontract			5.00%	of		0		\$0.00						\$0.00
	TOTAL INCLUDING O & P								\$107,241.55						
GC-1800	Bond			0.60%					\$643.45						\$643.45
	TOTAL INCLUDING BCI BOND								\$107,885.00						
GC-1803	CAT Tax			0.50%					\$539.42						\$539.42
	TOTAL INCLUDING BCI BOND								\$108,424.42						

DATE: 2/5/2021



PROJECT: Warren County RARWTP Membrane Softening Upgrades
 DIVISION: N/A

FO#008- Revised FB1 Beam Depth

CODE	DESCRIPTION	LMES	CRFT	QTY	UNIT	UNIT HOURS	HOURS	COST/UNIT	COST	LABOR \$	EQUIP \$	MAT'L \$	SUB \$	OTHER \$	TOTAL \$
	Project Manager	L	PM	0	HR		0	\$105.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Superintendent	L	S	16	HR		16	\$95.00	\$1,520.00	\$1,520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,520.00
	Beam Form - Additional 801 SF	L	G	230	HR		230	\$45.29	\$10,416.70	\$10,416.70	\$0.00	\$0.00	\$0.00	\$0.00	\$10,416.70
	Concrete Placement - Operator	L	O	16	HR		16	\$52.34	\$837.44	\$837.44	\$0.00	\$0.00	\$0.00	\$0.00	\$837.44
	Concrete Placement - Laborers	L	L	12	HR		12	\$41.74	\$500.88	\$500.88	\$0.00	\$0.00	\$0.00	\$0.00	\$500.88
	Rub/Finish Beam - 801 SF	L	F	102	HR		102	\$43.20	\$4,406.40	\$4,406.40	\$0.00	\$0.00	\$0.00	\$0.00	\$4,406.40
	Equipment - 8050 Linkbelt	E		12	HR		38	\$46.25	\$555.00	\$0.00	\$555.00	\$0.00	\$0.00	\$0.00	\$555.00
	Form Material - 801SF	M		801	SF			\$3.30	\$2,643.30	\$0.00	\$0.00	\$2,643.30	\$0.00	\$0.00	\$2,643.30
	Finish/Rub Material - 801SF	M		801	SF			\$0.10	\$80.10	\$0.00	\$0.00	\$80.10	\$0.00	\$0.00	\$80.10
	Additional Rebar	M		1052	LBS			\$0.40	\$420.80	\$0.00	\$0.00	\$420.80	\$0.00	\$0.00	\$420.80
	Concrete - 23 CY	M		23	CY			\$125.00	\$2,875.00	\$0.00	\$0.00	\$2,875.00	\$0.00	\$0.00	\$2,875.00
							0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	SUBTOTAL						414.0		\$20,879.72	\$17,681.42	\$555.00	\$6,019.20	\$0.00	\$0.00	\$24,255.62
GC-1858	Taxes & Insurance on Labor			35.00%	of				\$6,188.50						
GC-1856	Small Tools/Consumables			5.00%	of				\$884.07						
									\$0.00						
	SUBTOTAL - DIRECT BCI COST								\$31,328.19						
	SUBTOTAL - SUBCONTRACT COST								\$0.00						
	Overhead on BCI Work			10.00%	of			\$31,328.19	\$3,132.82						
	Profit on BCI Work			5.00%	of			\$31,328.19	\$1,566.41						
	Overhead & Profit on Subcontract			5.00%	of			0	\$0.00						
	TOTAL INCLUDING O & P								\$36,027.42						
GC-1800	Bond			0.60%					\$215.16						
	TOTAL INCLUDING BCI BOND								\$36,242.58						
GC-1803	CAT Tax			0.50%					\$181.22						
	TOTAL INCLUDING BCI BOND								\$36,423.80						

DATE: 3/24/2021



PROJECT: Warren County RARWTP Membrane Softening Upgrades
 DIVISION: N/A

FO-009- 600 Amp MCC-6 Breaker

CODE	DESCRIPTION	LMES	GRFT	QTY	UNIT	UNIT HOURS	HOURS	COST/UNIT	COST	LABOR \$	EQUIP \$	MAT'L \$	SUB \$	OTHER \$	TOTAL \$
	Project Manager	L	PM	0	HR	1	0	\$105.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Superintendent	L	S	0	HR	1	0	\$95.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Glenwood Electric Scope	S		1	LS	1	1	\$15,196.48	\$15,196.48	\$0.00	\$0.00	\$0.00	\$15,196.48	\$0.00	\$15,196.48
						1	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	SUBTOTAL						1.0		\$15,196.48	\$0.00	\$0.00	\$0.00	\$15,196.48	\$0.00	\$15,196.48
GC-1858	Taxes & Insurance on Labor			35.00%	of			\$0.00	\$0.00						\$0.00
GC-1855	Small Tools/Consumables			5.00%	of			\$0.00	\$0.00						\$0.00
	SUBTOTAL - DIRECT BCI COST								\$0.00						\$0.00
	SUBTOTAL - SUBCONTRACT COST								\$15,196.48						\$15,196.48
	Overhead on BCI Work			10.00%	of			\$0.00	\$0.00						\$0.00
	Profit on BCI Work			5.00%	of			\$0.00	\$0.00						\$0.00
	Overhead & Profit on Subcontract			5.00%	of	15,196			\$759.82						\$759.82
	TOTAL INCLUDING O & P								\$15,956.30						\$15,956.30
GC-1800	Bond			0.60%					\$95.74						\$95.74
	TOTAL INCLUDING BCI BOND								\$16,052.04						\$16,052.04
GC-1803	CAT Tax			0.50%					\$80.26						\$80.26
	TOTAL INCLUDING BCI BOND								\$16,132.30						\$16,132.30



PROJECT: RAR WTP

DATE: 3/10/2021

TO: BCI
 ATTN: Aaron LaFollette <alafollette@buildingcrafts.com>

CONTRACTOR: Glenwood Electric Inc.
12250 Chandler Drive
Walton, KY 41094

Description : CO pricing increase feeder size to NF skids

Quantity	Description	Unit	Unit Price	Extended Amount
Materials				
130	3" AL Rigid	C	\$ 738.90	\$ 960.57
12	3" Al Rigid Coupl	E	\$ 28.72	\$ 344.64
6	3" Al 90	E	\$ 117.70	\$ 706.20
16	3" SS Strut Clmp	E	\$ 14.28	\$ 228.48
10'	SS Strut	C	\$ 1,364.03	\$ 136.40
20'	SS All Threaded	C	\$ 451.31	\$ 90.26
510'	#350 THHN	M	\$ 8,038.61	\$ 4,099.69
170	#1 THHN	M	\$ 2,020.67	\$ 343.51
1	600A Breaker	1	\$ 4,325.00	\$ 4,325.00
Deduct				
510'	#3/0 THHN	M	\$ 4,270.84	\$ (2,178.13)
17'	#3 THHN	M	\$ 1,476.90	\$ (251.07)
	Material Subtotal			\$ 8,805.55
Equipment:				
	Equipment Subtotal			\$ -
Other Charges:				
	Other Subtotal			\$ -

Material, Equipment, Other Subtotal: \$ 8,805.55
 Sales Tax on Material, Equipment \$ -
 10% Overhead + 5 % Profit \$ 1,320.84
TOTAL MATERIAL, EQUIPMENT, OTHER: \$ 10,126.39

TOTAL LABOR HOURS:				
Labor Charges:				
0	Supervisor - Straight	HR	\$ 86.66	\$ -
0	Supervisor - overtime 1.5X	HR	\$ 115.61	\$ -
0	Supervisor - overtime 2X	HR	\$ 144.57	\$ -
6	General Foreman - straight	HR	\$ 82.21	\$ 493.26
0	General Foreman - overtime 1.5X	HR	\$ 108.94	\$ -
0	General Foreman - double 2X	HR	\$ 135.66	\$ -
0	Foreman - straight	HR	\$ 77.76	\$ -
0	Foreman - overtime 1.5X	HR	\$ 102.25	\$ -
0	Foreman - double 2X	HR	\$ 126.75	\$ -
64	Journeyman - straight	HR	\$ 73.31	\$ 4,691.84
0	Journeyman - overtime 1.5X	HR	\$ 95.57	\$ -
0	Journeyman- double 2X	HR	\$ 117.84	\$ -
	Labor Subtotal:			\$ 5,185.10

TOTAL PRICE FOR THE ABOVE:

\$ 15,311.49



5500 RIDGE AVENUE
 CINCINNATI, OH 45213-2516
 Phone: 513-621-9050
 Fax: 513-621-0549

Quote UX180635
 3/1/2021
 Bryan Greene
 bgreene@cbtcompany.com
 Expires 3/31/2021

GLENWOOD ELECTRIC - WARREN COUNTY WATER

Customer ID: 329455

Ship To

GLENWOOD ELECTRIC - WARREN COUNTY WATER
 ATTN: RICK BUCKLER
 6194 STRIKER RD
 MAINEVILLE, OH 45037

Requested By: Rick Buckler

Phone: +1 (859) 485-3700
 Email: rab@glenwoodelectric.com

Renneker Water Treatment Plant

Order Note:

Item Description

Change Order to PO 9872-MCC
 Replaced (1) 400AT/400AF Breaker with 600AT/800AF.

Qty	Unit Price	Ext. Price
1	4,235.0000	\$4,235.0000

revised PO 8972-MCC would be needed, MCC on hold until accepted or declined

Total: \$4,235.0000

Payment: 1% 10 net 30 days
 Freight: IN/OUT



WESCO
DISTRIBUTION®

6860 ASHFIELD DR
(513) 542-4300
BLUE ASH OH 45242

Quotation

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS AVAILABLE AT [HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf), WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

To: GLENWOOD ELECTRIC CO
12250 CHANDLER DR

WALTON KY 410949674

Date: 03/10/21
Branch: 3405
Project Number:
Project Name
Quoted To:
Date of Your Inquiry: 02/24/21
When ordering please refer to Quotation Number: 735532

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)	Customer Delivery Date
10	130	CONDUIT 3-IN ALUMINUM RIGID	738.900	C	960.57	0.00		02/24/21
20	6	CONDUIT 3-IN-90DEG-ALUM-ELBOW ELB	117.700	E	706.20	0.00		02/24/21
30	12	CONDUIT 3-IN-ALUM-CPLG COUPLING	28.720	E	344.64	0.00		02/24/21
40	16	CAL S63000SC00 3IN SS STRUT CLMP NON-STOCK; 1-2 WEEKS	14.280	E	228.48	0.00		02/24/21
51	10	T&B A1200HS-10SS HS CHNL 1-5/8X1-	1364.030	C	136.40	0.00		02/24/21
61	20	B-LINE ATR-3/8X120-SS4 ALL THREADED NON-STOCK; 1-2 WEEKS	451.310	C	90.26	0.00		02/24/21
72	510	WIRE THHN-350-BLK-37STR-CU-1R WIR SC WR	8038.610	M	4099.69	0.00		02/24/21
85	170	WIRE THHN-1-BLK-19STR-CU-1R WIRE SC WR	2020.670	M	343.51	0.00		02/24/21
93	510	WIRE THHN-3/0-BLK-19STR-CU-2500R	4270.840	M	2178.13	0.00		03/10/21

F.O.B. Point of Shipment. The prices stated in this offer shall, unless renewed, automatically expire fifteen days (15) from the date of this offer. Prices quoted are subject to adjustment should Duty and Tariff rates change from time of bid/quotation to time of order. WESCO reserves the right to adjust its pricing for Goods affected directly or indirectly by changing duties/tariffs/trade agreements and significant currency fluctuations.
Per:



WESCO
DISTRIBUTION®

6860 ASHFIELD DR
(513) 542-4300
BLUE ASH OH 45242

Quotation

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS AVAILABLE AT [HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf), WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

To: GLENWOOD ELECTRIC CO
12250 CHANDLER DR

WALTON KY 410949674

Date: 03/10/21
Branch: 3405
Project Number:
Project Name
Quoted To:
Date of Your Inquiry: 02/24/21
When ordering please refer to Quotation Number: 735532

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)	Customer Delivery Date
98	170	WIRE THHN-3-BLK-19STR-CU-2500R WI	1476.900	M	251.07	0.00		03/10/21
SUB-TOTAL					9338.95			
ESTIMATED TAX					560.34			
TOTAL					9899.29			

F.O.B. Point of Shipment. The prices stated in this offer shall, unless renewed, automatically expire fifteen days (15) from the date of this offer. Prices quoted are subject to adjustment should Duty and Tariff rates change from time of bid/quotation to time of order. WESCO reserves the right to adjust its pricing for Goods affected directly or indirectly by changing duties/tariffs/trade agreements and significant currency fluctuations.
Per:

DATE: 3/15/2021



PROJECT: Warren County RARWTP Membrane Softening Upgrades
 DIVISION: N/A

PO#010- Grid Line 6 Steel Frame

CODE	DESCRIPTION	LMES	CRFT	QTY	UNIT	UNIT HOURS	HOURS	COST/UNIT	COST	LABOR \$	EQUIP \$	MAT'L \$	SUB \$	OTHER \$	TOTAL \$
	Project Manager	L	PM	0	HR		0	\$105.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Superintendent	L	S	0	HR		0	\$95.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Baumgartner Construction - Grid Line 6 Materials	S		1	LS		1	\$10,674.00	\$10,674.00	\$0.00	\$0.00	\$0.00	\$10,674.00	\$0.00	\$10,674.00
							1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	SUBTOTAL						1.0		\$10,674.00	\$0.00	\$0.00	\$0.00	\$10,674.00	\$0.00	\$10,674.00
GC-1858	Taxes & Insurance on Labor			35.00%				\$0.00	\$0.00						\$0.00
GC-1856	Small Tools/Consumables			5.00%				\$0.00	\$0.00						\$0.00
									\$0.00						\$0.00
	SUBTOTAL - DIRECT BCI COST								\$0.00						\$0.00
	SUBTOTAL - SUBCONTRACT COST								\$10,674.00						\$10,674.00
	Overhead on BCI Work			10.00%				\$0.00	\$0.00						\$0.00
	Profit on BCI Work			5.00%				\$0.00	\$0.00						\$0.00
	Overhead & Profit on Subcontract			5.00%			10,674		\$533.70						\$533.70
	TOTAL INCLUDING O & P								\$11,207.70						\$11,207.70
GC-1800	Bond			0.60%					\$67.25						\$67.25
	TOTAL INCLUDING BCI BOND								\$11,274.95						\$11,274.95
GC-1803	CAT Tax			0.50%					\$56.37						\$56.37
	TOTAL INCLUDING BCI BOND								\$11,331.32						\$11,331.32



Change Order Acknowledgement

Date : 02/02/2021

Builder Contact : BOB BECKMAN

Builder P.O. : RARWTP

Bill To : A L BAUMGARTNER CONSTRUCTION INC.
PO BOX 54
WALTON, KY 41094
US

Ship To : A L BAUMGARTNER CONSTRUCTION INC.
6193 STRIKER RD.
MAINEVILLE, OH 45039
US

Project Name RARWARREN CTY. WTP	Order # 20-020384-01	OE # 20-020384-01	Customer # 100442348	Project Manager SLSHEETS	Requested By	Department
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Book Date : 04/07/2021	Building Dimensions :
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Change Description

Order Number	Creation Date	Description
20-020384-01	01/27/2021	<p>THIS CHANGE ORDER IS WRITTEN TO DENOTE PROJECT IS RETURNED FROM APPROVAL SUBMITTAL AND APPROVED AS NOTED</p> <p>AS ORDERED CONTRACT \$267,377 plus tax OC1 CHANGES \$48,176 (\$37,502 Steel Price Increase) total increase discounted by \$14,363 New actual increase to contract <u>\$33,813</u> ← NEW CONTACT VALUE \$301,190 plus tax</p> <p>Note: Since time of order Steel Prices have increased more than \$675 / Ton.</p> <p>CHANGE ORDER COMMENTS</p> <p>1). PAGE # 3 OF RETURNED APPROVALS SPANDREL BEAM L/600 DEFLECTION UNDER 10 YEAR WIND IS APPROVED. REFER TO EMAIL FROM BOB BECKMAN ON 1/27/21</p> <p>2). PAGE # 3 OF RETURNED APPROVALS- GRADE 55 ANCHOR RODS TO BE USED PLEASE DENOTE ON AROD DRAWINGS AND REPORTS</p> <p>3). PAGES # 7-13 OF RETURNED APPROVALS-WIND BEAM (SPANDREL) ELEVATION TO BE AT 18'-8" IN LIEU OF 18'-6"</p> <p>4). PAGE # 14 OF RETURNED APPROVALS-WIND BEAM (SPANDREL) ELEVATION TO BE AT 10'-8" IN LIEU OF 10'-6" ON THE LOW ROOF AREA PORTION</p> <p>5). PAGES # 19 AND 24 OF RETURNED APPROVALS-REPLACE PURLIN LEDGER CONNECTION TO MASONRY WALL WITH FRAME RAFTER ON BRACKETS AT GRID LINE 6. PER RFI RESPONSE ON 1/26/21 FROM BOB BECKMAN IT IS OKAY FOR RAFTER BRACKETS TO PENETRATE MASONRY WALL (<u>\$10,674 2.3 tons Net Add</u>) ←</p> <p>6). PAGES # 22 AND 24 OF RETURNED APPROVALS-PLEASE SHOW THE MASONRY WALL DETAILS TO BOTTOM OF ROOF PURLIN EXTENSIONS AND NOT A MASONRY PARAPET DETAIL AT RAKE LINE.</p> <p>7). PLEASE NOTE WIND BEAM (SPANDREL) FLANGE BRACE BACK TO MASONRY WALL MAY BE APPROVED BUT QUANTITY OF BRACES AND REACTION BACK TO WALL MUST BE PROVIDED AND REVIEWED.</p>

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0564

Adopted Date April 27, 2021

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE-PRESIDENT OF THIS BOARD TO EXECUTE A CONTRACT WITH FOCUS ON YOUTH FOR THE EMERGENCY FOSTER CARE PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

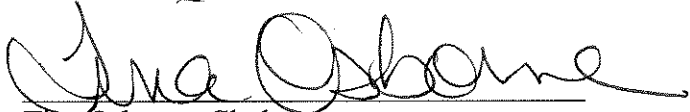
BE IT RESOLVED, to approve and authorize the President and/or Vice-President of this Board to execute a Contract with Focus on Youth Inc. for the Emergency Foster Care Program, effective July 1, 2021 through June 30, 2022, on behalf of the Warren County Juvenile Court, as attached hereto and made a part hereof.

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Focus on Youth, Inc.
Juvenile (file)

**WARREN COUNTY JUVENILE COURT
PURCHASE OF SERVICE CONTRACT**

THIS CONTRACT, made this 1st day of July , 2021 in Lebanon, Warren County, Ohio, by the Board of Warren County Commissioners on behalf of the Warren County Juvenile Court, located at 900 Memorial Drive, Lebanon, Ohio 45036, hereinafter called the "COURT" and Focus on Youth, Inc., doing business at 8904 Brookside Avenue, West Chester, Ohio 45069, hereinafter called the "PROVIDER."

WITNESSETH:

WHEREAS, the COURT and the PROVIDER mutually desire to contract with each other to provide emergency foster care for youth referred by the Juvenile Court's Detention Center embodied in the work scope attached hereto and hereinafter referred to as "Exhibit A"; and

WHEREAS, the PROVIDER is uniquely qualified, experienced, and licensed to provide said work, where there is a Contract specifying the rights and duties of each party;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and Contracts hereinafter set forth, the parties of this Contract with intent to be legally bound, agree as follows:

ARTICLE ONE: SCOPE OF WORK

1.1 The PROVIDER agrees to perform emergency foster care services embodied in the work scope attached hereto and hereinafter referred to as "Exhibit A". Said Exhibit A is incorporated by reference as if written hereinafter in full.

1.2 The PROVIDER further agrees that it will notify the COURT prior to undertaking any activity or authorizing any expenditure that is not clearly consistent with the terms of this Contract and that no such activity or expenditure of a questionable nature shall be authorized without prior approval of the COURT.

ARTICLE TWO: SCHEDULE OF PAYMENTS

2.1 The COURT agrees to compensate the PROVIDER for authorized expenditures incurred in the execution of this Contract and services described in Exhibit A, which can be verified by documentation. Payment shall be based on the rate of \$110.25 per night, with a split of \$45.25 administrative fees, and \$65.00 foster parent maintenance.

2.2 It is understood and agreed by the parties hereto that the COURT will be under no financial obligation to pay any excess costs arising from changes, modifications or extra work orders without the prior written approval of the COURT.

2.3 Payment will be made to the PROVIDER after the COURT has received and approved invoices from the PROVIDER for the previous month. Invoices shall be submitted to the COURT within 10 days after the first of each month. Monthly invoices

from the PROVIDER shall be sent to Laura Schnecker, Warren County Juvenile Court, 900 Memorial Drive, Lebanon, Ohio, 45036.

ARTICLE THREE: TERM

3.1 The term of this Contract shall begin the 1st day of July 2021 and shall terminate on the 30th day of June 2022.

3.2 Both parties agree that the terms of the herein Contract shall apply to any time period between the above-stated start date and the full execution of this Contract by way of signature of the parties.

ARTICLE FOUR: RELATIONSHIPS AND COMPLIANCE

4.1 The PROVIDER, its agents, employees and assigns are not officers, agents or employees of the COURT; but, to the contrary, are independent contractors. The PROVIDER, at all times shall have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the COURT or the BOARD.

4.2 The PROVIDER agrees to comply with all applicable federal, state, and/or local laws and regulations in the delivery of the services called for herein.

4.3 The PROVIDER, for itself, its employees and assigns, accepts full responsibility for payment of all unemployment compensation, insurance premiums, worker's compensation premiums, all income tax deductions, and any and all other taxes (i.e., Social Security) or payroll deductions required of the PROVIDER as employer.

ARTICLE FIVE: ASSIGNMENTS

5.1 The PROVIDER shall not subcontract or assign any of its rights or duties under this contract without the prior written consent of the COURT.

ARTICLE SIX: CONFLICT OF INTEREST

6.1 This Contract in no way precludes, prevents, or restricts the PROVIDER from obtaining and working under an additional contractual arrangement(s) with other parties aside from the COURT, assuming that the contractual work in no way impedes the PROVIDER's ability to perform the services required under this Contract.

6.2 The PROVIDER contracts that at the time of entering into this Contract it has no interest in nor shall it acquire any interest, direct or indirect, in any Contract, which will impede its ability to perform the required services under this Contract.

ARTICLE SEVEN: MODIFICATION AND SEVERABILITY

7.1 This Contract constitutes a total integration of the entire Contract of the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. Any proposed change in this Contract shall be submitted to the COURT for its prior approval. If any term or provision of this Contract or the applications thereof to any persons or circumstance shall, to any extent be invalid or unenforceable, the remainder

of this Contract 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 and shall be valid and enforceable to the fullest extent permitted by law.

7.2 There are no promises, terms, conditions or obligations other than those contained herein and this Contract shall supersede all previous communications, representations or Contracts, either written or oral, between the parties to this Contract.

7.3 This Contract and any modification, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

ARTICLE EIGHT: SAFEGUARDING OF CLIENT

8.1 PROVIDER agrees that disclosure of any information by PROVIDER, his agents, employees or assigns concerning services to the individuals should be done within the purview of the Ohio Revised Code.

ARTICLE NINE: NON-DISCRIMINATION AND ACCESSIBILITY

9.1 During the performance of this Contract, the PROVIDER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. The PROVIDER will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination rates of pay or other forms of compensation and selection for training, including apprenticeship.

9.2 The PROVIDER, or any person claiming through the PROVIDER, agrees not to establish or knowingly permit any such practices of discrimination or segregation in reference to anything relating to this Contract or in reference to any contractors or subcontractors of said PROVIDER. PROVIDER shall guarantee accessibility to services for all clients regardless of physical ability.

ARTICLE TEN: INSURANCE/BONDING

10.1 The PROVIDER agrees to carry the required liability insurance and/or bonding necessary for the delivery of the service to be provided as found acceptable by the Court.

ARTICLE ELEVEN: TERMINATION

11.1 This Contract may be terminated by either party upon notice in writing, delivered upon the other party thirty days prior to the effective date of termination. Neither the COURT shall be liable to tender and/or pay to the PROVIDER any further compensation after the date of termination of this Contract.

11.2 The parties further agree that should the PROVIDER become unable for any reason to complete the work called for by virtue of this Contract, that such work as the PROVIDER has completed upon the date of its inability to continue the terms of the

Contract shall become the property of the COURT, and further the COURT shall not be liable to tender and/or pay to the PROVIDER any further compensation after the date of the PROVIDER's inability to complete the terms hereof, which date shall be the date of termination unless extended upon request by the court.

11.3 Notwithstanding the above, the PROVIDER shall not be relieved of liability to the COURT for damages sustained by the COURT by virtue of any breach of the Contract by the PROVIDER and the COURT may withhold any compensation to the PROVIDER for the purpose of set-off until such time as the amount of damages due the COURT from the PROVIDER is agreed upon or otherwise determined.

11.4 If, for any reason, the grant funding under which this Memorandum has been made is either suspended or terminated in whole or part, the COURT may terminate this Memorandum by giving written notice to the PROVIDER of such termination as soon as is reasonable practicable after such notification to the COURT.

ARTICLE TWELVE: MONITORING AND EVALUATION

12.1 The COURT and PROVIDER will monitor the manner in which the terms of the Contract are being carried out and evaluate the extent to which the stated objectives are being achieved. The PROVIDER will also participate in program evaluation activities being undertaken by the COURT and/or and independent evaluator.

12.2 The COURT shall be permitted to make "on-site" visits to the PROVIDER's facility.

12.3 The PROVIDER shall submit to the COURT prescribed monitoring reports detailing the progress of the services performed under this Contract.

12.4 The PROVIDER shall maintain a financial management system, which records all Contract costs and expenditures. The PROVIDER shall comply with all applicable State and Federal fiscal management guidelines.

12.5 The PROVIDER shall maintain and preserve all financial and other records related to this Contract including any documentation used in the administration of the services, for a period of at least three (3) years.

12.6 All financial and other records related to this Contract shall be subject to inspection, review or audit by the COURT, the Ohio Department of Youth Services, and/or their duly authorized representatives.

ARTICLE THIRTEEN: INDEMNIFICATION

13.1 The PROVIDER shall protect, defend, indemnify and hold free and harmless the COURT and any of their officers, employees, successors, administrators or agents, from and against any and all claims, damages, losses, claims of loss, causes of action, penalties, settlements, costs, liabilities, and expenses of any kind, including attorneys' fees, arising out of or in connection with any acts or omissions of the PROVIDER, negligent or otherwise, and its employees, officers, agents or independent contractors.

13.2 The PROVIDER agrees to pay all damages, costs and expenses the COURT and their officers, employees, successors, administrators, and agents in defending any action arising out of the aforementioned acts or omissions.

ARTICLE FOURTEEN: SIGNATURE

WARREN COUNTY COMMON PLEAS COURT JUVENILE DIVISION

By  Date: 4/13/21
Laura Schnecker
Court Administrator

FOCUS ON YOUTH, INC.

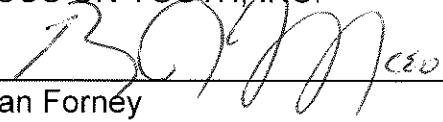
By  Date: 4/7/21
Bryan Forney
Chief Executive Officer

EXHIBIT A

ADDENDUM

1. Warren County Juvenile Court will receive written permission from the youth's guardian for the youth to receive emergency foster care services with Focus on Youth, Inc.
2. Emergency foster care is typically between 1 and 3 days. Approval is needed from both Focus on Youth, Inc. and Warren County Juvenile Court to extend that time any further.
3. Warren County Juvenile Court agrees to the following:
 - a. To complete and return all the intake information prior to the youth's placement;
4. Focus on Youth, Inc. agrees to the following:
 - a. To place and supervise referred youth into certified foster homes.
 - b. To continual training and supportive services for the foster family in which the youth resides, including crisis intervention by means of 24-hour access to Focus on Youth, Inc. staff.

Signed and acknowledged in the presence of:

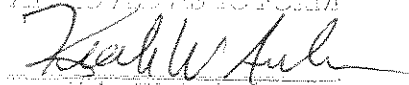


Board of Warren County Commissioners

4/27/21 21-0564

Date / Resolution Number

APPROVED / SIGNED FOR



Kevin W. Anderson
Asst. Recording Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Butler

I, Bryan Forney, holding the title and position of CEO at the firm Fous on Butl, 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.

Bryan Forney
AFFIANT

Subscribed and sworn to before me this 7th day of April 20 21

Penny J. Dougan
(Notary Public),

Butler County.

My commission expires March 24 20 26



PENNY J DOUGAN
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
03-24-26

Resolution

Number 21-0565

Adopted Date April 27, 2021

APPROVE AND ENTER INTO AN AGREEMENT WITH JUSTICE BENEFITS, INC. AS THE GENERAL PARTNER OF JBI, LTD ON BEHALF OF WARREN COUNTY JUVENILE COURT FOR PROFESSIONAL SERVICES OF RANDOM MOMENT TIME STUDY (RMS ONLY CLIENT)


BE IT RESOLVED, to approve the agreement with Justice Benefits, Inc., on behalf of Warren County Juvenile Court for professional services of random moment time study (RMS Only Client); copy attached hereto and made a part of hereof.

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Justice Benefits, Inc
Juvenile (file)

AGREEMENT FOR PROFESSIONAL SERVICES
(FOR "RMS ONLY CLIENT")

between

Justice Benefits, Incorporated

and

Warren County, Ohio

This Agreement is entered into by and between Warren County, Ohio (hereinafter referred to as the "County") and Justice Benefits, Inc. as the general partner of JBI, LTD, a Texas limited partnership (hereinafter, collectively referred to as "JBI" or "Contractor"), located at 1711 E. Beltline Rd., Coppell, Texas 75019.

WITNESSETH

WHEREAS, JBI is willing and able to provide professional assistance for the web-based random moment time study (RMS);

WHEREAS, JBI provides comprehensive services to a number of Ohio Counties (the "JBI Comprehensive Clients"), and is making a onetime offer to provide more limited assistance (with reduced service and reduced fee) to certain Ohio Counties.

WHEREAS, Counties who accept this RMS Only offer are expected to be familiar with RMS, (the "RMS Only Clients");

NOW, THEREFORE, for and in consideration of these mutual covenants and promises recorded herein, the parties hereto agree as follows.

ARTICLE I
RESPONSIBILITIES OF JBI

1.01 For clarification purposes, JBI will have two classifications of clients in the state of Ohio. They are the JBI RMS Only Clients and the JBI Comprehensive Clients. This Agreement sets forth terms and conditions applicable to RMS Only Clients.

1.02 JBI agrees to perform the following services:

Training

- a. JBI will provide onetime "initial" webinar training at each individual county. This training will only cover how to operate and have access to the JBI web-based RMS system.
- b. JBI will provide each time study participant a training manual. In addition, two extra copies will be provided to the County.
- c. JBI will provide annual webinar training on RMS system operation. Should JBI discontinue the use of webinar trainings, JBI will provide annual onsite training in place of the webinar training.

Technical Support

- a. JBI's Title IV-E Department will assign a liaison to work directly with the county on technical issues (IT) related to the operation of the RMS system.
- b. The JBI designated liaison will only provide assistance on issues that deal with the actual web-based system, i.e. no assistance with coding or comments.
- c. All other assistance will be billed in fifteen (15) minute increments, at an hourly rate of \$86/hour, and will be billed on a monthly basis.

ARTICLE II RESPONSIBILITIES OF THE COUNTY

2.01 The County agrees to perform the following activities:

- a. Designate a properly authorized County representative to be the point of web based RMS contact for JBI
- b. Designate a contract monitor who shall:
 - i. Be the person responsible for providing JBI with the necessary RMS data each quarter in the Fiscal Year
 - ii. Be the person responsible to provide the contract payment, in accordance with article V that shall accompany the signed contract or contract renewal.

2.02 Under this agreement, it is the County's sole responsibility to provide the following services:

- a. The County is responsible for providing all RMS data thirty (30) days prior to the time study quarter start date. The RMS data shall include the following:
 - Number of time study participants
 - The list of participants including:
 - o Names
 - o Their hours or shifts typically worked
 - o E-mail addresses
 - o Each participant's supervisor and their e-mail address
 - o County Holiday Schedule
 - o Any RMS related data that from time to time may be mandated by State or Federal guidelines.
- b. JBI will accept the time study participant information as provided by the County and process this information exactly as provided.
- c. The County is responsible for the accuracy of the time study participants selected to participate in the RMS time study. The county is also responsible for the accuracy of the time code selected for each observation moment.

- d. JBI will accept the time code responses provided by the County and process this information exactly as provided.
- e. The County assumes all responsibility for ensuring that each quarterly time study is accurate and valid per federal and state Title IV-E program guidelines and meets the quarterly minimum observation requirements per ODJFS.

Training

- a. JBI is not responsible for providing the county any training related to the RMS time study codes. The County assumes full responsibility for training its participants on time codes.
- b. Should there be any changes to the RMS time study codes; JBI will notify the county of that change. However, the county is responsible for training on any new and existing codes.
- c. JBI is not responsible for any and all RMS code changes.

Technical Support

- a. JBI will not provide any verbal or written assistance on how to respond to observation moments. JBI will not provide any quality assurance review on any observation moments received.
- b. The County assumes full responsibility for responding accurately to all observation moments. JBI will only act in a quality assurance capacity on RMS technical issues related to RMS software and JBI's management of that software.

Web-Based RMS results

- a. Each quarter JBI will provide a spreadsheet to the County that compiles the quarter's RMS moments. JBI will provide this spreadsheet within two (2) weeks of the quarter's end. The County will then have five (5) business days to review the spreadsheet and invalidate any observation moments the County feels is inaccurate. (*Invalidating moments means they will be removed from the time study results thus reducing the number of final valid observation moments*).
- b. If the County does not provide their modified spreadsheet reflecting any needed changes within five (5) business days, JBI will use the data that was originally submitted to the County for review and calculate the quarterly RMS summary results.
- c. The county has five (5) business days to edit quarterly spreadsheet and return it to JBI. JBI will then provide the quarterly RMS summary to the County within four (4) weeks from the close of the quarter. At that point, it will be the County's responsibility to use the data to compile their IV-E Administrative Claim. JBI will also provide the quarterly RMS summary results directly to the Ohio Department of Job and Family Services (ODJFS).

Audit

- a. It is the County's sole responsibility should the County ever be audited on their quarterly IV-E claims. As this contract encompasses the RMS services only, and as JBI is allowing access to the web-based RMS, JBI will not provide assistance for any such audit.

**ARTICLE III
INITIAL TERM AND RENEWAL**

3.01 The initial term of this Agreement is three (3) years, commencing with the date of this Agreement (the "Initial Term").

**ARTICLE IV
CONFIDENTIALITY**

The County and JBI mutually agree that the confidentiality of the information obtained by JBI shall be strictly observed, as permitted by law, in any reporting, auditing, invoicing and evaluation, provided however, that this provision shall be construed as a standard of conduct and not a limitation upon the right to conduct the foregoing activities. It is recognized that ODJFS will be provided with the county's quarterly RMS results.

**ARTICLE V
COMPENSATION**

5.01 The intent of this Agreement is to compensate JBI for providing web-based RMS only services to the County. The parties agree JBI will be compensated for the web-based RMS services at the following rate:

- ❖ Two-thousand five-hundred dollars (\$2,500) per year.

5.02 Unless otherwise agreed or directed by JBI in writing, the County shall make payment to the order of Justice Benefits, Inc. at 1711 E. Beltline Rd., Coppell, TX 75019.

5.03 County assumes full responsibility for interfacing with Contractor's web-based RMS system. County is solely responsible for timely responding to all observation moments, and accurately providing the requested RMS data with an appropriate response, proper code, and correct data format.

5.04 JBI assumes no liability or responsibility to assist County to input timely, properly coded and accurate responses to any observation moment, nor any other part of overall claim preparation or submission other than expressly stated above.

5.05 As further described below, County's access to Contractor's web-based RMS system is provided "AS IS" and WITH ALL FAULTS.

5.06 All other assistance beyond scope of work provided above will be billed monthly at a rate of \$86/hour in fifteen (15) minute increments.

ARTICLE VI NOTIFICATION

Any notice, specifications, reports, or other written communications from JBI to the County shall be considered delivered when posted by certified mail. Any notice, delivered by certified mail to JBI at the address on the first paragraph of this Agreement shall be considered delivered when posted.

ARTICLE VII DEFINITIONS

RMS - The web-based Random Moment Sampling (RMS) time study is used to document the activities of staff performing direct delivery program related functions benefiting one or more Federally funded programs. The RMS is a technique for determining the amount of effort spent by a group of employees on various activities. A RMS study consists of a number of individual observations of employee activities taken at random intervals. The RMS produces a random selection of observations for the population during the reporting period. The sampling frame is constructed to provide each participant in the pool an equal chance to be included in each sample observation. Each participant has the same chance as any other participant to be selected for each observation.

Webinar - A webinar is used to conduct live meetings or presentations via the internet. In a webinar, each participant sits at his or her own computer and is connected to other participants via the internet. The attendees will simply enter a website address to enter the webinar.

ARTICLE VIII MISCELLANEOUS PROVISIONS

7.01 **Authority.** All necessary approvals for the execution of this Agreement have been obtained and each person executing this agreement on behalf of the County is authorized to execute this Agreement as the binding act of the County.

7.02 **Changes to be in Writing.** This Agreement may be modified to include additional work the County desires to be completed on a fixed or contingent fee basis with the written consent of both parties.

7.03 **Choice of Law, Forum Selection and Alternative Dispute Resolution.** Once records are made available, the RMS web-based program will be performed by the Contractor at its headquarters in Dallas County, Texas. This Agreement shall be governed by the laws of the State of Ohio, and any disputes shall be resolved in said state. The parties prefer informal resolution of any disputes. Prior to filing litigation, the parties shall discuss participating in alternative dispute resolution, including a pre-suit mediation or settlement conference.

7.04 **Counterparts.** This Agreement and renewals may be executed in separate counterparts, each of which shall be deemed to be an original, and such counterpart shall together constitute but one and the same document.

7.05 **Entire Agreement.** This Agreement and its attachments, if any, contain the entire Agreement between the Contractor and the County. Any previous proposals, offers, discussions, preliminary understandings and other communications relative to this Agreement, oral or written, are hereby superseded by this Agreement.

7.06 **Force Majeure.** Contractor shall be excused from performance during any delay beyond the time named for the performance of this contract caused by any act of God, war, civil disorder, strike or other cause beyond its reasonable control.

7.07 **Headings.** The headings used herein are for convenience only and shall not limit the construction or interpretation hereof.

7.08 **Inconsistencies.** Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

7.09 **Indemnification.** Contractor agrees to indemnify the County, its officers, employees and agents for injury to persons or property, including contractor, its officers, employees or agents, the County, its officers, employees or agents, or other persons where such injury proximately results from an intentional act or omission of the Contractor or its employees.

7.10 **Independent Contractor.** Contractor shall be considered an independent contractor and not an employee of the County. Contractor shall be solely responsible for paying its own staff and the out-of-pocket expenses it incurs in providing services hereunder. Contractor shall also maintain general liability insurance at its own expense, in addition to workers'

compensation coverages as may be required by law, and will provide proof of insurance to the County upon twenty (20) days notice.

7.11 **Exclusive Limited Warranty.** Contractor uses reasonable methods to include accurate and up-to-date information in its website, training sessions and training manuals. Because of the possibility of human and mechanical error, as well as other factors, Contractor disclaims any implied warrant of any kind, including representation about its accuracy, completeness, appropriateness or fitness for a particular purpose. County assumes full responsibility for using information provided by the web based RMS system, and County understands and agrees Contractor is neither responsible nor liable for any claim, loss or damage resulting from its use. County agrees to use the web based RMS on an "AS IS" and an "AS AVAILABLE" basis. All faults as to satisfactory quality, performance, accuracy, and effort remain with County. Steps taken by Contractor to correct defects shall not act to extend the term of this warranty. The following are not covered by this warranty: (a) any consequential or incidental damage; (b) any work performed or material supplied by other persons not under control of Contractor; (c) any conditions made worse or defect caused by the negligence, improper maintenance or other action of County or persons not under Contractor's control; (d) loss or damage caused by, or resulting from, inaccurate information provided by County or the act or omission of others which is covered as a casualty loss under a County policy of insurance; (e) any bodily injury or damage to personal property; and (f) training manuals or information from Contractor not issued for the current quarter and year which may contain information outdated due to adoption of new laws or regulations and/or agency interpretations. To the fullest extent permitted by law, THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY THE CONTRACTOR GIVES. IMPLIED WARRANTIES, IF ANY, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE ONE-YEAR TERM OF THIS EXCLUSIVE LIMITED WARRANTY TO THE FULLEST EXTENT PERMITTED BY LAW. All faults as to satisfactory quality, performance, accuracy, and effort remain with the "RMS Only Client".

7.12 **Non-Discrimination.** In performing this Agreement, contractor agrees it will not engage in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, or religion of such persons.

7.13 **Prohibition against Assignment.** There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto, except as follows: Contractor permitted to assign to affiliated company, and parties will not unreasonably withhold consent to assignment.

7.14 **Rule of Construction.** Each party and its legal counsel have been afforded the opportunity to review and revise this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments of exhibits hereto.

7.15 **Severability.** Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.16 **Terminology and Definitions.** All personal pronouns used herein, whether used in the masculine, feminine or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

7.17 **Waiver.** The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

7.18 **Ownership, License and Restrictions on Use.** All right, title and interest (including all copyrights, trademarks and other intellectual property rights in Contractor's website, training courses and written training materials belong to Contractor or its licensors. Contractor grants County a nontransferable, limited license to view and use these materials only for the duration of the initial term of this Agreement and for the purposes set forth above. No part of such materials may be reproduced, republished, copied, transmitted or distributed in any manner without prior express written permission of Contractor.

7.19 **Website Disclaimer.** Contractor will not be liable for any delay, difficulty in use, inaccuracy or incompleteness of information, computer viruses, malicious code, loss of data, compatibility issues, or otherwise. Contractor will not be liable even if someone has advised us of the possibility of such damages or loss. County agrees to use the website at its own risk. Contractor is not liable for any direct, indirect, incidental, consequential, or punitive damages arising out of access to the site or any link provided in the site to another site.

When using Contractor's website, County accepts at its own risk that the internet may not perform as intended despite our best efforts, your best efforts, and the best efforts of our and your internet service providers.

IN WITNESS WHEREOF, the undersigned parties are fully authorized by the County and the


Company respectively to execute this Agreement as of the date written below.

EXECUTED THIS 27 DAY OF April, 2021

AGREED:

Warren County, Ohio

*

Signature 

David G. Young

Print Name

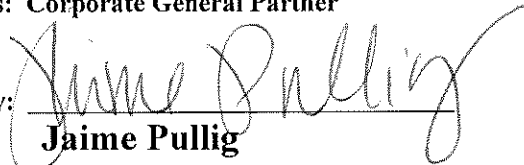
President

Title


Address: Warren Co. Commissioners
406 Justice Dr.
Hebannon, OH 45036

ACCEPTED BY:

JBI, LTD., a Texas Limited Partnership
By: Justice Benefits, Inc., a Texas Corporation
Its: Corporate General Partner

By: 

Jaime Pullig
Deputy Chief Executive Officer
1711 E. Beltline Road
Coppell, Texas 75019

APPROVED AS TO FORM


Keith W. Anderson
Asst. Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Texas
COUNTY OF Dallas

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

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

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

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

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

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

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

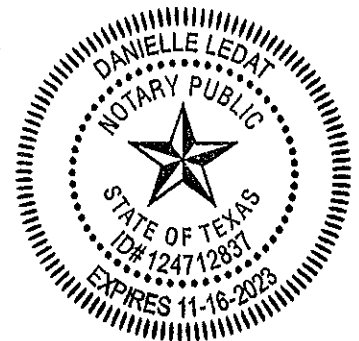
[Signature]
AFFIANT

Subscribed and sworn to before me this 12th day of April 20 21

[Signature]
(Notary Public),

Dallas County.

My commission expires 11-16-2023



Resolution

Number 21-0566

Adopted Date April 27, 2021

APPROVE AGREEMENT AND ADDENDUM WITH RAD HOMES 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 RAD Homes, on behalf of Warren County Children Services, for calendar year 2020-2021, 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 Mrs. Jones. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a— RAD Homes
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 RAD Homes, hereinafter "Provider," whose address is:

RAD Homes
4041 Brumbaugh Blvd
Dayton, OH 45416

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 AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from **03/01/2021** through **05/31/2022**, 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, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
 2. Child Alleging Physical or Sexual Abuse/Neglect;
 3. Death of Child;
 4. Illicit drug/alcohol use, Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion/Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse;
 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. FTM, 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 of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 - 4. Admission date and discharge date, if available.
 - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost.
 - b. Transportation, allowable maintenance cost.
 - c. Transportation; allowable administration cost.
 - d. Other Direct Services; allowable maintenance cost.
 - e. Behavioral health care; non-reimbursable cost.
 - 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 Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 - 2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 - 3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
 - 4. JFS 02911 Single Cost Report Instructions.
 - 5. For Private Agencies: 2 CFR part 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
RAD Homes
4041 Brumbaugh Blvd
Dayton, OH 45416

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

- 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 OVUAC) of the Revised Code if the individual previously was convicted of, or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

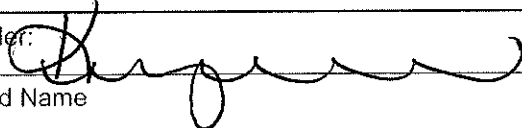

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or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

Article XXXIII. APPLICABLE LAW AND VENUE


This Agreement and any modifications, 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: 	4.6.2021
Printed Name RAD Homes	Date
Agency: 	4/19/2021
Printed Name Warren County Children Services	Date

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 RAD Homes		
Street/Mailing Address 4041 Brumbaugh Blvd		
City Dayton	State OH	Zip Code 45416

Contract ID : 19243312

Originally Dated :03/01/2021 to 05/31/2022

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:

03/01/2021

Amendment End Date :

05/31/2022

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: 03/16/2021
 Provider / ID : RAD Homes/ 27955916
 Contract Period : 03/01/2021 - 05/31/2022

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	7636763			\$170.00	\$30.00							\$200.00	03/01/2021	05/31/2022

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

AMENDMENT #4:


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

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

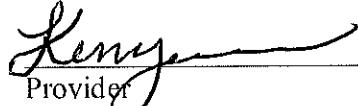
ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 21-05266, dated April 6, 2021, and by the duly authorized Director of Rad Homes [Provider].

SIGNATURES OF PARTIES:

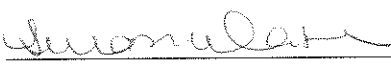


President
Warren County Board of Commissioners
Date 4/27/21




Provider
Date 4.6.21

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, Kenya Moore, holding the title and position of Director at the firm Rod Homes, 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.

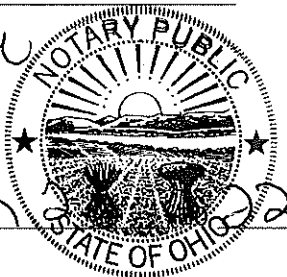
[Signature]
AFFIANT

Subscribed and sworn to before me this 6 day of April 2021

Jannecia L Watson
(Notary Public),

Montgomery County.

My commission expires March



JANNECIA L. WATSON, Notary Public
In and for the State of Ohio
My Commission Expires March 2, 2022

Resolution

Number 21-0567

Adopted Date April 27, 2021

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 4/20/21 and 4/22/21 as attached hereto and made a part hereof.

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 21-0568

Adopted Date April 27, 2021

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH SORAYA FARMS, LLC FOR SORAYA FARMS, SECTION SEVEN SITUATED IN CLEARCREEK TOWNSHIP

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

RELEASE

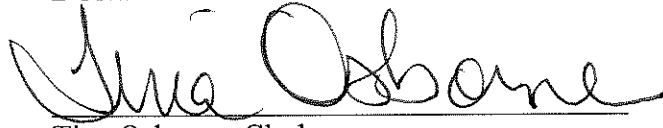
Bond Number	:	20-006 (W/S)
Development	:	Soraya Farms, Section Seven
Developer	:	Soraya Farms, LLC
Township	:	Clearcreek
Amount	:	\$10,516.45
Surety Company	:	Unity National Bank (1224210405524)

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Soraya Farms, LLC, 8534 Yankee Street, Dayton, Ohio 45458
Unity Nation Bank, ATTN: Commerical Loans, PO Box 913, Piqua OH 45356
Water/Sewer (file)
Bond Agreement file

Resolution

Number 21-0569

Adopted Date April 27, 2021

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH SORAYA FARMS, LLC FOR SORAYA FARMS, SECTION SIX SITUATED IN CLEARCREEK TOWNSHIP

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

RELEASE

Bond Number	:	20-005 (W/S)
Development	:	Soraya Farms, Section Six
Developer	:	Soraya Farms, LLC
Township	:	Clearcreek
Amount	:	\$10,177.20
Surety Company	:	Unity National Bank (1224210405513)

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Soraya Farms, LLC, 8534 Yankee Street, Dayton, Ohio 45458
Unity Nation Bank, ATTN: Commerical Loans, PO Box 913, Piqua OH 45356
Water/Sewer (file)
Bond Agreement file

Resolution

Number 21-0570

Adopted Date April 27, 2021

APPROVE VARIOUS RECORD PLATS

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following Record Plats and authorize County Administrator to sign documents relative thereto:


- Country Creek Estates, Section Two-A – Clearcreek Township

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 21-0571

Adopted Date April 27, 2021

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

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

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of March 2021:


\$ 20,172.47	from	#11011112 5997	(Operational Transfers)
	into	5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 1,600.30	from	#11011112 5997	(Operating Transfers)
	into	#5575 44100 55753300 AAREVENUE	(Sewer Construction Project - Interest Earnings)
\$ 16,920.57	from	#11011112 5997	(Operational Transfers)
	into	#5580 44100 55803300 AAREVENUE	(Sewer Revenue - Interest Earnings)
\$ 2,935.72	from	#11011112 5997	(Operational Transfers)
	into	#5583 44100 55833200 AAREVENUE	Water Construction Projects - Interest Earnings)

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

Mr. Young - yea
Mrs. Jones - yea
Mr. Grossmann - yea

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Tz/

cc: Auditor
Water/Sewer (file)

OMB
Operational Transfer file

Resolution

Number 21-0572

Adopted Date April 27, 2021

APPROVE SUPPLEMENTAL APPROPRIATION WITHIN JAIL SALES TAX FUND #4495

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


\$200,000.00 into 44953712-5320 (Capital Purchases)

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Facilities Management (file)

Resolution

Number 21-0573

Adopted Date April 27, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO COMMON PLEAS COURT FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Common Pleas Court Fund #11011220 in order to process a vacation leave payout for Bethany Schappacher former employee of Common Pleas:

\$1,257.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011220-5882	(Common Pleas Court- Vacation Leave Payout)

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 21-0574

Adopted Date April 27, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO DOMESTIC RELATIONS COURT FUND #11011230

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Domestic Relations Court Fund #11011230 in order to process a vacation and sick leave payout for Anne Flottman and Diana Flint former employees of Domestic Relations Court:

\$8,057.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
 into #11011230-5882 (Domestic Relations Court - Vacation Leave Payout)

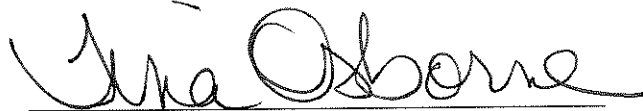
\$8,161.00 from #11011110-5881 (Commissioners - Sick Leave Payout)
 into #11011230-5881 (Domestic Relations Court - Sick Leave Payout)

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Domestic Relations Court (file)
OMB

Resolution

Number 21-0575

Adopted Date April 27, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO EMERGENCY SERVICES FUND #11012850

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Emergency Services Fund #11012850 in order to process a vacation leave payout for Shelby Davis former employee of Emergency Services:


\$2,604.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012850-5882	(Emergency Services - Vacation Leave Payout)

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Emergency Services (file)
OMB

Resolution

Number 21-0576

Adopted Date April 27, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS GENERAL
FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 3,000.00 from #11011220-5400 (Purchased Services)
 into #11011220-5318 (Non-Capital Purchases w/DA)

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0577

Adopted Date April 27, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN BOARD OF ELECTIONS FUND
#11011300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5,000.00 from #11011300-5210 (Materials & Supplies)
 into #11011300-5317 (Non-Capital Purchase)

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 21-0578

Adopted Date April 27, 2021

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

BE IT RESOLVED, to approve the following appropriation adjustment:

\$264.00 from #11012300-5910 (Other Expense)
 into #11012300-5317 (Non-Capital Purchases)

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 21-0579

Adopted Date April 27, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE CLERK OF COURTS
CERTIFICATE OF TITLE ADMINISTRATION FUND #22501260

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 5,676.60 from #22501260-5830 (Workers Compensation)
 into #22501260-5882 (Vacation Leave Payout)

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file.
Clerk of Courts (file)

Resolution

Number 21-0580

Adopted Date April 27, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO


BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

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

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

Resolution adopted this 27th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	BUILDING CRAFTS INC	RICHARD A RENNEKER MEMBRANE SOFTENING INCREASE	\$ 204,567.00
ENG	CARGILL INC	2021-2022 ROAD SALT	\$ 495,186.50
FAC	VICTORY SUPPLY LLC	NEW JAIL BLANKETS	\$ 1,785.00
FAC	WALTER F STEPHENS JR INC	NEW JAIL MATTRESSES	\$ 10,950.00
FAC	CHARM TEX	NEW JAIL BED COVERS	\$ 1,895.40

4/27/2021 APPROVED:



Tiffany Zindel, County Administrator