

Resolution

Number 20-0775

Adopted Date June 09, 2020

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO SCOTT DUNNING,
WITHIN THE DOG AND KENNEL

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

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

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Dog and Kennel (file)
S. Dunning's FMLA file
OMB – Sue Spencer

Resolution

Number 20-0776

Adopted Date June 09, 2020

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO JOSH HISLE, WITHIN OHIOMEANSJOBS

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

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

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OhioMeansJobs (file)
J. Hisle's FMLA file
OMB – Sue Spencer

Resolution

Number 20-0777

Adopted Date June 09, 2020

APPROVE LEAVE DONATION FOR TAMMY WOLF, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE EMERGENCY SERVICES DEPARTMENT

WHEREAS, the director of Emergency Services has indicated that Mrs. Wolf has requested leave donation due to a serious health condition of a family member, and the director is requesting leave donation be approved for Mrs. Wolf; and

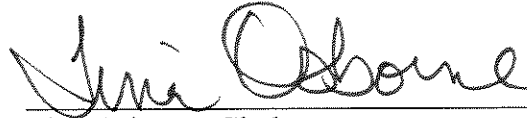
NOW THEREFORE BE IT RESOLVED, to approve leave donation for Tammy Wolf, Emergency Communications Operator, within the Emergency Services Department, effective when all of Mrs. Wolf's paid leave is exhausted.

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Emergency Services (file)
T. Wolf's Personnel File
OMB – Sue Spencer
Tammy Whitaker

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-0778

Adopted Date June 09, 2020

ACCEPT RESIGNATION OF JANINE JACKSON, SCREENER III, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE JUNE 12, 2020

BE IT RESOLVED, to accept the resignation of Janine Jackson, Screener III, within the Warren County Department of Job and Family Services Department, Children Services Division, effective June 12, 2020.

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
J. Jackson's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 20-0779

Adopted Date June 09, 2020

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

WHEREAS, there exists an opening for a "Screener I or II" position within the Department of Job and Family Services, Children Services Division; and

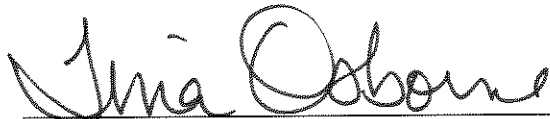
NOW THEREFORE BE IT RESOLVED, to authorize the internal posting of the position of "Screener I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning June 4, 2020.

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (File)
S. Spencer - OMB

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

Resolution

Number 20-0780

Adopted Date June 09, 2020

ACCEPT RESIGNATION, WYATT ALLEN, WATER DISTRIBUTION WORKER I, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE JUNE 12, 2020

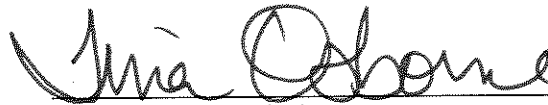
BE IT RESOLVED, to accept the resignation, of Wyatt Allen, Water Distribution Worker I, within the Warren County Water and Sewer Department, effective June 12, 2020.

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
W. Allen's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 20-0781

Adopted Date June 09, 2020

AUTHORIZE THE POSTING OF THE "WATER DISTRIBUTION WORKER I OR II" POSITION, WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Water Distribution Worker I or II" position within the Water and Sewer Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Water Distribution Worker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning June 4, 2020.

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Water/Sewer (File)
S. Spencer – OMB
T. Reier

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-0782

Adopted Date June 09, 2020

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY
JUNE 11, 2020

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, June 11, 2020.

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor
Commissioners file
Press

Resolution

Number 20-0783

Adopted Date June 09, 2020

ADVERTISE AND SET JULY 14, 2020 AT 9:15 A.M. FOR THE PUBLIC HEARING TO
CONSIDER THE COUNTY'S YEAR 2021 TAX BUDGET

BE IT RESOLVED, to set July 14, 2020, at 9:15 a.m., in the County Commissioners' Meeting
Room, for the public hearing to consider the filing of the County's Year 2021 Tax Budget; and

BE IT FURTHER RESOLVED, to advertise one (1) time in a newspaper of general circulation, at
least ten (10) days prior to hearing.

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

to/

cc: Auditor
Budget file
Tina Osborne

Resolution

Number 20-0784

Adopted Date June 09, 2020

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH DREW M. AND KATHLEEN A. CHROSTOWSKI FOR A BRIDGE STREAM RE-ALIGNMENT PROJECT ON OREGONIA ROAD

WHEREAS, in order to improve the safety a bridge stream re-alignment project on Oregonia Road is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #09-01-151-005 located at 5179 Oregonia Road, Oregonia, OH 45054 which is owned by Drew M. and Kathleen A. Chrostowski, husband and wife, grantors; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work; and

1. Remove or trim any tree, and/or brush as necessary for access to the project.
2. Re-align flow away from wing wall and embankment.
3. Regrade stream for proper flow.
4. When weather permits, seed and straw any disturbed area.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and

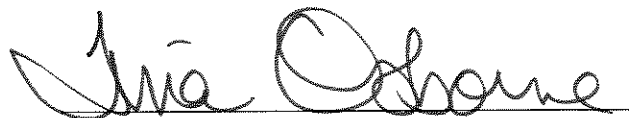
NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Drew M. and Kathleen A. Chrostowski, for a bridge stream re-alignment project on Oregonia Road, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Chrostowski, Drew M. & Kathleen A.
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Drew M. and Kathleen A. Chrostowski, husband and wife, whose tax mailing address is 5179 Oregonia Road, Oregonia, Ohio 45054 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve the public safety a bridge stream re-alignment project on Oregonia Road is to be completed. In order to perform the work it is necessary to enter onto property, which is owned by Grantor. The subject real estate is located at 5179 Oregonia Road, Oregonia, Ohio 45054, identified as Parcel #09-01-151-005. Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove or trim any tree, and/or brush as necessary for access to the project.
2. Realign flow away from wing wall and embankment.
3. Regrade stream for proper flow.
4. When weather permits, seed and straw any disturbed area.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs, and brush that are removed, to its original condition, but not better than any pre-existing condition.

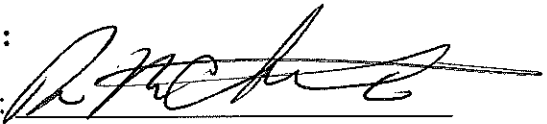
Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantors do hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Oregonia Road Bridge #12-5.68 Stream Re-alignment Project or until December 31, 2020, whichever comes first.

[the balance of this page is blank]

IN EXECUTION WHEREOF, Drew M. and Kathleen A. Chrostowski, husband and wife, the Grantors herein, have hereunto set their hands on the date stated below.

Grantors:

Signature: 

Printed Name: Drew M. Chrostowski

Date: 5/13/20

Signature: 

Printed Name: Kathleen A. Chrostowski

Date: 5-13-2020

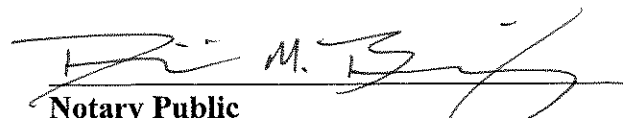
STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 13th day of MAY, 2020, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be Drew M. Chrostowski and Kathleen A. Chrostowski being the **Grantors** in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



DOMINIC M. BRIGANO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
02/06/2022
Recorded in
Warren County


Notary Public
My commission expires: 02/06/2022

[the balance of this page is blank]

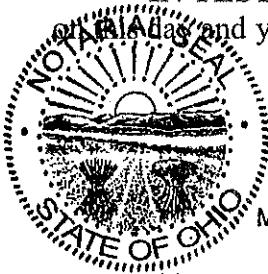
IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tom Grossmann, its Vice President on the date stated below, pursuant to Resolution Number 20-0784 dated 6/9/2020

Grantee: _____
Signature: [Signature]
Printed Name: Tom Grossmann
Title: Vice President
Date: 6/9/2020

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 9 day of June, 2020 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tom Grossmann, Vice Pres. of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorization W/m to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this 9 day and year aforesaid.



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

[Signature]
Notary Public
My commission expires: 12/26/2022

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]
Adam Nice, Assistant Prosecutor
500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2962
Email: Adam.Nice@warrencountyprosecutor.com

Resolution

Number 20-0785

Adopted Date June 09, 2020

APPROVE AGREEMENT AND ADDENDUM WITH SECOND CHANCE DAYTON GROUP HOME LLC AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Vice President of the Board to enter into an agreement and addendum with Second Chance Dayton Group Home LLC, 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.

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a— Second Chance Group Home LLC
Children Services (file)

Ohio Department of Job and Family Services

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

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

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

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

and Second Chance Dayton Group Home LLC, hereinafter "Provider," whose address is:

Second Chance Dayton Group Home LLC
411 Marathon AVE
Dayton, OH 45406

Collectively the "Parties."

Table of Contents

ARTICLE I.	SCOPE OF PLACEMENT SERVICES	3
Section 1.01	FOR AGREEMENTS COMPETITIVELY PROCURED	3
Section 1.02	FOR AGREEMENTS NOT COMPETITIVELY PROCURED	3
Section 1.03	EXHIBITS	3
ARTICLE II.	TERM OF AGREEMENT	3
ARTICLE III.	ORDER OF PRECEDENCE	3
ARTICLE IV.	DEFINITIONS GOVERNING THIS AGREEMENT	4
ARTICLE V.	PROVIDER RESPONSIBILITIES	4
ARTICLE VI.	AGENCY RESPONSIBILITIES	6
ARTICLE VII.	INVOICING FOR PLACEMENT SERVICES	7
ARTICLE VIII.	REIMBURSEMENT FOR PLACEMENT SERVICES	7
ARTICLE IX.	TERMINATION; BREACH AND DEFAULT	8
ARTICLE X.	RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY	9
ARTICLE XI.	PROVIDER ASSURANCES AND CERTIFICATIONS	11
ARTICLE XII.	INDEPENDENT CONTRACTOR	12
ARTICLE XIII.	AUDITS AND OTHER FINANCIAL MATTERS	12
ARTICLE XIV.	GRIEVANCE /DISPUTE RESOLUTION PROCESS	12
ARTICLE XV.	AMENDMENTS	13
ARTICLE XVI.	NOTICE	13
ARTICLE XVII.	CONSTRUCTION	13
ARTICLE XVIII.	NO ASSURANCES	13
ARTICLE XIX.	CONFLICT OF INTEREST	13
ARTICLE XX.	INSURANCE	14
ARTICLE XXI.	INDEMNIFICATION & HOLD HARMLESS	15
ARTICLE XXII.	SCREENING AND SELECTION	16
ARTICLE XXIII.	PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT	17
ARTICLE XXIV.	FINDINGS FOR RECOVERY	17
ARTICLE XXV.	PUBLIC RECORDS	17
ARTICLE XXVI.	CHILD SUPPORT ENFORCEMENT	17
ARTICLE XXVII.	DECLARATION OF PROPERTY TAX DELINQUENCY	17
ARTICLE XXVIII.	SUBCONTRACTING AND DELEGATION	17
ARTICLE XXIX.	PROPERTY OF AGENCY	17
ARTICLE XXX.	SEVERABILITY	18
ARTICLE XXXI.	NO ADDITIONAL WAIVER IMPLIED	18
ARTICLE XXXII.	COUNTERPARTS	18
ARTICLE XXXIII.	APPLICABLE LAW AND VENUE	18
ADDENDA TO THIS AGREEMENT		18

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 **04/01/2020** through **05/31/2021**, 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. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
 - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

Article VI. AGENCY RESPONSIBILITIES

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

- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to 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 Second Chance Dayton Group Home LLC
 411 Marathon AVE
 Dayton, OH 45406

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:	
<i>Marquita Yoch</i>	
Printed Name	Date
Second Chance Dayton Group Home LLC	5-19-2020
Agency:	
<i>Kathryn M. Horvath</i>	
Second Chance Dayton Group Home	5/28/2020
Printed Name	Date
Warren County Children Services	

APPROVED AS TO FORM

Kathryn M. Horvath
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

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

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

and

hereinafter "Provider," whose address is:

Provider Second Chance Dayton Group Home LLC		
Street/Mailing Address 411 Marathon AVE		
City Dayton	State OH	Zip Code 45406

Contract ID : 19198361

Originally Dated :04/01/2020 to 05/31/2021

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

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

04/01/2020

Amendment End Date :

05/31/2021

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: 05/04/2020

Provider / ID : Second Chance Dayton Group Home LLC/ 16752870

Contract Period : 04/01/2020 - 05/31/2021

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Canfield Avenue Group Home (20882)	6247663		\$200.00	\$18.00							\$218.00	04/01/2020	05/31/2021
Shiloh Springs Road Group Home (20885)	7301663		\$200.00	\$18.00							\$218.00	04/01/2020	05/31/2021

**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 ^{Vice} President of the Warren County Board of Commissioners, pursuant to Resolution Number 20-0785, dated 10/9/2020, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:

Vice [Signature]
President
Warren County Board of Commissioners

[Signature]
Provider

Date 10/9/2020

Date 5-19-2020

Reviewed by:

[Signature]
Director
Warren County Children's Services

Approved as to Form:

[Signature]
Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Montgomery

I, Margueta Lynch holding the title and position of Director at the firm Second Chance Dry 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.

Margueta Lynch
AFFIANT

Subscribed and sworn to before me this 21 day of May 2020

Megan Kammer
(Notary Public),

Montgomery County.

My commission expires 02/03 2020



MEGAN KAMMER
Notary Public, State of Ohio
My Commission Expires 02-03-2024



Department of
Job and Family Services

Mike DeWine, Governor
Kimberly Hall, Director

September 5, 2019

Tammy Cooper, Board President
Second Chance Dayton Group Home LLC
3612 Lancashire Drive
Dayton, OH 45417

**RE: Issuance of an Amended Certificate to Perform Specific Functions to:
Second Chance Dayton Group Home LLC, 411 Marathon Ave., Dayton, OH
45406 (Amendment-Study ID #83153)**

Dear Ms. Cooper:

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing an amended certificate to the above named agency to perform the functions identified below in accordance with all applicable Chapters of the Ohio Administrative Code (OAC). Enclosed is a copy of the amended certificate that is in effect from **September 3, 2019 through April 26, 2021**. The original certificate has been sent to the agency's administrator.

The following functions are hereby under two-year certification:

1. To operate a Group Home, with a capacity of five female children from 13 to 17 years of age and, if mentally or physically handicapped, persons under 21 years of age, known as:

Second Chance Dayton Group Home
1358 Canfield Ave.
Dayton, OH 45406

To operate a Group Home, with a capacity of five female children from 13 to 17 years of age and, if mentally or physically handicapped, persons under 21 years of age, known as:

Second Chance Dayton Group Home 2
390 Shiloh Springs Rd.
Dayton, OH 45415

To operate a Group Home, with a capacity of five male or female children from 13 to 17 years of age and, if mentally or physically handicapped, persons under 21 years of age, known as:

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

This institution is an equal opportunity provider and employer.

Second Chance Dayton Group Home 3
411 Marathon Ave.
Dayton, OH 45406

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

4075 Brookdale Lane, Apt. 7
Dayton OH 45440

The amendment reflects the following change(s):

- Opening a group home at 411 Marathon Ave., Dayton OH 45406.
- Relocating an administrative office from 390 Shiloh Springs Rd., Dayton OH 45415 to 411 Marathon Ave., Dayton OH 45406.
- Relocating a branch office from 411 Marathon Ave., Dayton OH 45406 to 4075 Brookdale Ln, Apt. 7, Dayton OH 45440.

If you have any questions, please contact Deirdre Grennan, Agency Licensing/Certification Specialist at the Dayton Field Office, 6680 Poe Ave, Ste. 350, Dayton, OH 45415, at (937) 264-5739 or e-mail at Deirdre.Grennan@jfs.ohio.gov.

Sincerely,



Carla K. Carpenter
Deputy Director
Office of Families and Children

Enclosure

c: Marquita Lynch, Second Chance Dayton Administrator/Director
Colleen Tucker, OFC
Lakeisha Hilton, OFC
Gina Velotta, OFC
Deirdre Grennan, OFC
File

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

**Mike DeWine
Governor**

This is to Certify that

**SECOND CHANCE DAYTON GROUP HOME LLC
411 MARATHON AVENUE
DAYTON, OH 45406
(AMENDMENT- STUDY# 83153)**

Has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.

The specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying letter.

To operate a Group Home(s)

This certificate is effective From September 3, 2019 To April 26, 2021
Temporary certificate expiration date To _____

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



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/17/2020

PRODUCER

KIRK INSURANCE AGENCY
1360 N. FAIRFIELD RD STE E
BEAVERCREEK, OH 45432

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Second Chance Dayton Group Home,
LLC
411 Marathon Ave
Dayton, Oh 45406

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: KINSALE INS CO
INSURER B: Progressive
INSURER C: CNA SURETY BOND
INSURER D: BEAZLEY INS CO INC
INSURER E:

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	0100054537-1	08/01/19	08/01/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ INCL Sex/Phys abuse 300,000
	<input checked="" type="checkbox"/> PROFESSIONAL COV INCL E&O LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	0119413-0	10/04/19	10/04/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	EMPLOYERS LIAB	0100054537-0	08/24/19	08/24/20	1,000,000/1,000,000 INCLUDING DISEASE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RESIDENTIAL HOME - YOUTH (HOLD HARMLESS INCLUDED IN ABOVE COVERAGE)
C. CNA SURETY FIDELITY BOND #72040142 006/01/19 - 06/01/20 100,000 CSL
D. CYBER LIABILITY W/BEAZLEY POL# W23565180101 06/01/19 - 06/01/20
1,000,000/1,000,000
INCL: INFORMATION/SECURITY & PRIVACY, REG ACTION, WEBSITE-MEDIA CONTENT, PRIVACY BREACH

CERTIFICATE HOLDER	CANCELLATION
MCDJFS-CHILDREN SERVICES DIVISION CONTRACTING UNIT 3304 N MAIN ST DAYTON OH 45405	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Doreen K. Kende</i>

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Resolution

Number 20-0786

Adopted Date June 09, 2020

APPROVE AND AUTHORIZE THE VICE PRESIDENT OF THE BOARD TO ENTER INTO AN AGREEMENT WITH THE WARREN COUNTY COMBINED HEALTH DISTRICT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the Vice President of the Board to enter into an agreement with the following institution to provide vaccinations, tests and physicals to agency funded participants who must receive that vaccination or service as a requirement of their training program, as attached hereto and made part hereof:

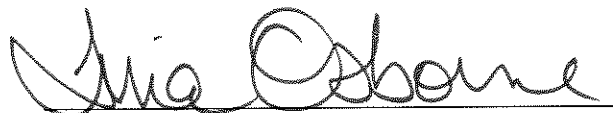
Warren County Combined Health District
416 South East Street
Lebanon, Ohio 45036

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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



WARREN COUNTY COMBINED HEALTH DISTRICT

416 South East Street – Lebanon, Ohio 45036

www.wcchd.com

Duane Stansbury, R.S., M.P.H.
HEALTH COMMISSIONER

Scott R. Swope, D.O.
MEDICAL DIRECTOR



Public Health
Prevent. Promote. Protect.

Contract

For Vaccinations

6/3/20

Between

Warren County Combined Health District and
416 South East Street
Lebanon, Oh 45036
Phone: 513-695-1228
Fax: 513-695-2402

OhioMeansJobs
300 E. Silver St.
Lebanon, Oh 45036
Attn: Matt Fetty

The above parties agree as follows:

- 1 Services provided by the Health District shall consist of giving vaccinations, Tb Mantoux testing, and work physicals as requested.
- 2 The individuals that will be receiving these services shall be clearly identified. A list of all people who will receive these services under this contract must be provided to the Health District prior to scheduling appointments.
- 3 The cost of each vaccination shall be the cost of the vaccine to the Health District plus a \$15.00 administration fee. Costs per dose or injection will vary with the cost of the vaccine. Cost for the Mantoux testing will be \$15.00 and the cost of the work physical is \$30.00 each.
- 4 Payment for the vaccination of the individuals under this contract shall be the responsibility of **OhioMeansJobs**. No third party billing by the Health District will be done.
- 5 Billing for service rendered to employees of **OhioMeansJobs**, shall be done monthly. Payment is to be received within 30 days after receipt of the bill.
- 6 Individuals claiming to be a part of this contract but not listed or identified on employer provided lists will be required to pay prior to receiving a vaccination.
- 7 This contract will expire one year from date signed by **OhioMeansJobs**.

Duane Stansbury, R.S. M.P.H.
Health Commissioner

Agent

6-4-2020

Date

6/9/2020

Date

APPROVED AS TO FORM

Keith W. Anderson
Asst. Prosecuting Attorney



WARREN COUNTY COMBINED HEALTH DISTRICT

416 South East Street – Lebanon, Ohio 45036

www.wcchd.com

Duane Stansbury, R.S., M.P.H.
HEALTH COMMISSIONER

Scott R. Swope, D.O.
MEDICAL DIRECTOR



Public Health
Prevent. Promote. Protect.

June 3, 2020

OhioMeansJobs
300 E. Silver St.
Lebanon, Oh 45036

Dear Matt,

Thank you for choosing WCCHD for your employees vaccinations, TB Mantoux testing & work physicals.

Attached you will find your new yearly contract. Please sign & return the contract to me so I can update your information.

As your needs change, we will be happy to evaluate those needs and offer you the services that will help you achieve your new goals. Again, thank you for choosing WCCHD. If you have any questions, please contact me at 513-695-1152.

Sincerely,

Ceyrrae Bailey
Public Health

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-0787

Adopted Date June 09, 2020

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

BE IT RESOLVED, to approve and authorize the Vice President of the Board to enter into Classroom Training Agreement with the following educational institutions, as attached hereto and made part hereof:

Warren County Career Center
3525 North State Route 48
Lebanon, Ohio 45036

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Warren County Career Center, 3525 North State Route 48, Lebanon, Ohio 45036**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as computer software and hardware technologies, networking technologies, business and office technologies, diversified medical occupations, electrical and electronic technologies, building and machine trades, fire and police technologies, heating and air conditioning, industrial maintenance technologies and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2021. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to

prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have

reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

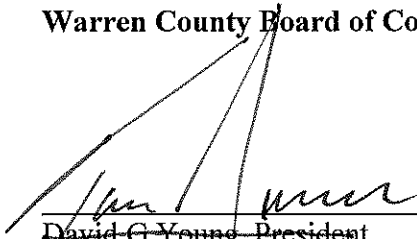
Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:


Warren County Board of Commissioners



David G. Young, President
Tom Grossmann, Vice President

6/9/2020
Date

Contractor



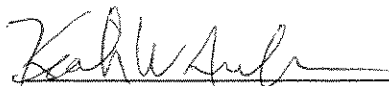
Authorized Contractor Signature

6/25/2020
Date

Rick Smith, Superintendent
Typed Name of Authorized Contractor

Date

Approved as to form:



Keith Anderson, Asst. Prosecutor

6-4-2020
Date



Purchase Order

Fiscal Year 2020

Page: 1 of: 1

B I L L T O

WARREN COUNTY OHIO MEANS JOBS
300 E. SILVER STREET
LEBANON, OH 45036

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	20001453

V E N D O R

WARREN CO CAREER CENTER
3525 N ST RT 48
LEBANON, OH 45036

S H I P T O

WARREN COUNTY OHIO MEANS JOBS
300 E. SILVER STREET
LEBANON, OH 45036

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
513-932-5677				201566			
Date Approved	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
03/03/2020	82776				OHIO MEANS JOBS		
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
1	OMJ WARREN COUNTY CAREER CENTE The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading			1.0	EACH	\$20,000.00	\$20,000.00
	OMJ WARREN COUNTY CAREER SERVICES ADULT/ DISLOCATED CLASSROOM TRAINING GL Account: 22585800 - 5663 Cross Reference: 2585800663						\$20,000.00

It is hereby certified that the amount on this purchase order required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the County Treasury or in the process of collection to the fund free from any obligation or certification now outstanding.

By: Math Nolan
Warren County Auditor

VENDOR COPY

PO Total	\$20,000.00

Resolution

Number 20-0788

Adopted Date June 09, 2020

APPROVE AND ENTER INTO A VENDOR CONTRACT WITH THE CHILD ADVOCACY CENTER OF WARREN COUNTY ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

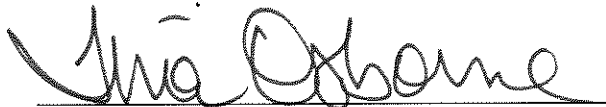
BE IT RESOLVED, to approve and enter into a contract with the Child Advocacy Center of Warren County on behalf of Warren County Human Services, in the total amount of \$50,771.00 Title XX/Title XX TANF Transfer funds beginning 07/01/20 and ending 06/30/21; contract attached hereto and made a part hereof:

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Child Advocacy Center of Warren County
Human Services (file)

**CONTRACT AGREEMENT
BETWEEN
THE WARREN COUNTY BOARD OF COMMISSIONERS
ON BEHALF OF
THE WARREN COUNTY JOB AND FAMILY SERVICES
DIVISION OF HUMAN SERVICES
AND
CHILD ADVOCACY CENTER OF WARREN COUNTY**

The Vendor Contract, made and entered into on the 9th day of June 2020, by and between the Warren County Board of County Commissioners, on behalf of the Warren County Job and Family Services, Division Human Services (hereinafter referred to as WCDJFS) with offices located at 416 South East Street, Lebanon, Ohio and The Child Advocacy Center of Warren County (hereinafter referred to as CAC) with offices located at 320 East Silver Street, Lebanon, Ohio.

In accordance with 5101: 2-25 of the Ohio Administrative Code, the Ohio Department of Job Family Services is the State agency responsible for administering the Title XX Social Services Block Grant program. In turn, county Title XX Social Service Programs are administered by County Departments of Job and Family Services. WCDJFS intends to enter into a contract with CAC to provide funding for an Awareness Outreach Specialist who will provide prevention, intervention, information, education and referral services.

(A) Prevention and Intervention is defined in 5101: 2-25-01 (MM) (1) (2);

- (1) Services or activities designed to provide early identification and/or timely intervention to support families and prevent or ameliorate the consequences of abuse, neglect, or domestic violence, or to assist in making arrangements for alternate placement or living arrangements where necessary. Such services may also be provided to prevent the removal of a child or adult from the home.
- (2) Component services and activities which may include investigation assessment and/or evaluation of the extent of the problem; counseling including mental health counseling or therapy as needed; developmental and parenting skills training; respite care; and other services including supervision, case management, and transportation

(B) Information and Referral Services is defined in 5101:2-25-01 (DD);

- (1) Services and activities designed to provide information about services provided by public and private services providers and brief assessments of client needs (but not diagnosis and evaluation) to facilitate appropriate referral to community services.

(C) Education and Training Services as defined in 5101:2-25-01 (N) (2);

- (2) Services which may include instruction or training in, but not limited to, such issues as consumer education, health education, community protection and safety education, literacy education. English as a second language, and general educational development.

The following are the terms of this Vendor Contract:

1. **Purchase of Services:** The purpose of this Contract is to provide an Awareness Outreach Specialist. The Awareness Outreach Specialist will actively provide trainings and services to meet the goals listed above. All services provided by the Awareness Outreach Specialist will be free services with no regard for income eligibility.

JUN 14 20 09:00

RECEIVED ONE9000

2. **Contract Period:** This contract will be effective from **July 1, 2020, through June 30, 2021** inclusive, unless otherwise terminated, as provided herein. If both WCDJFS and CAC agree, this contract may be **renewed** with the same terms, conditions, and dollar amount, based on performance and funding levels, for a period of one (1) year.
3. **Availability of Funds:** This Contract is conditioned upon the availability of Federal, State and local funds which are appropriated and/or allocated for WCDJFS use. This Contract may be terminated immediately in the event there is a loss of funding. WCDJFS shall notify Provider, at the earliest possible time, of any service that may be affected by a shortage of funds. If funds are reallocated in lesser quantities than the initial allocation, WCDJFS may reduce the scope of services purchases and/or total Contract dollars. No penalty shall apply to WCDJFS in the event this provision is exercised. WCDJFS shall not be obligated nor liable for any future payments incurred by CAC after the date of termination. CAC shall be given a thirty (30) day notice prior to termination or reduction.

Payments for all services provided in accordance with the provisions of this Contract are contingent upon the availability of funding and will not exceed the total of allocated funds. The total dollar value of this Contract may not exceed **\$50,771.00 (Exhibit A)**, unless otherwise amended by Resolution of the Warren County Board of Commissioners.

A. RESPONSIBILITY OF THE WCDJFS:

- a. WCDJFS agrees to cooperate and collaborate with CAC to plan, implement and monitor the provisions of service under this Contract. WCDJFS shall cooperate with CAC in conducting or providing for periodic review services purchased under this Contract.
- b. WCDJFS shall keep CAC updated on any changes as it relates to Prevention and Intervention Services.

B. RESPONSIBILITY OF CAC:

- a. CAC shall structure the services to meet the contract deliverables as set forth in this Contract.
- b. CAC agrees to cooperate and collaborate with WCDJFS to plan, implement and monitor the provisions of services under this Contract.
- c. CAC agrees to cooperate with WCDJFS in conducting or providing for periodic reviews of services purchased under this Contract.
- d. CAC shall adhere to WCDJFS policy for Prevention and Intervention Services under Title XX.
- e. CAC shall meet fiscal and reporting requirements, as set forth by WCDJFS.
- f. CAC shall collaborate with WCDJFS to develop and deliver quality services to Warren County residents.
- g. CAC shall remain updated with all changes related to Prevention and Intervention Services within Warren County.

C. PURPOSE OF THE CONTRACT

- a. The purpose of this Contract is to provide Prevention and Intervention and Educational services to families, children and entities within Warren County. The Awareness Outreach Specialist will actively provide trainings and services to educate the residents of Warren County.

D. CONTRACT DELIVERABLES

- a. CAC will employ an Awareness Outreach Specialist (Exhibit B).
- b. The Awareness Outreach Specialist will be housed at the CAC.
- c. The Awareness Outreach Specialist will be Supervised by the CAC Manager.
- d. The Awareness Outreach Specialist will track all activities/trainings performed for audit monitoring purposes.

E. TOTAL COST OF CONTRACT

CAC shall provide Information and Referral Services from July 1, 2020 through June 30, 2021, inclusive. The Awareness Outreach Specialist will be assigned to work 25 hours per week/1,300 hours per year. CAC will invoice per month for the following expenditures; salary, benefits, indirect costs, trainings, materials, office supplies, and reimbursement for travel expenditures as outlined in the submitted budget (Exhibit A);

Title XX Base	JFSCSS20 JFSCSS21	\$45,693.90	CFDA 93.667
Title XX Transfer	JFSCTX20 JFSCTX21	\$5,077.10	CFDA 93.667

F. PAYMENT FOR PURCHASED SERVICES

- a. CAC shall submit all invoices and supporting documentation for reimbursement to WCDJFS by the tenth (10th) working day of the month following the month the bill was incurred.
- b. WCDJFS will review each invoice for completeness. If needed, additional information may be requested. Reimbursement to CAC shall be within thirty (30) days from receipt of a complete, correct invoice.
- c. The invoices submitted are subject to adjustment by WCDJFS before such payment is made in order to adjust for mathematical errors, non-covered services or incorrect rates. The invoices are subject to audit by appropriate State, Federal and local officials and/or an independent audit.
- d. CAC warrants that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in any invoice submitted for payment. For this Contract, unallowable cost include: bad debts, bonding costs, contingencies, contributions or donations, entertainment costs, cost of alcohol beverages, goods or services for personal use, fines, penalties, and mis-charging costs, gains and losses on disposition or impairment of depreciable or capital assets, interest and other financial costs, losses on other contracts, asset valuation resulting from business combinations, legislative lobbying costs and durable equipment.
- e. If the assigned CAC Awareness and Outreach Specialist is absent, every effort shall be made to provide a substitute. If no substitute is provided, WCDJFS shall not be billed for that day.
- f. CAC certifies that the services being purchased by WCDJFS are not available on a non-reimbursable basis and that claims made to WCDJFS for payment shall be for actual services rendered.

G. AVAILABILITY AND RETENTION OF RECORDS

- a. CAC shall maintain accurate records, reports, payrolls, etc., which sufficiently and properly reflect all costs of any nature incurred in the performance of this Contract. All

records relating to the services provided and supporting documentation for invoices submitted to WCDJFS by CAC shall be retained and made available for audit by WCDJFS, the State of Ohio (including, but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government for a minimum of three (3) years after payment under this Contract. If an audit is initiated during that time period, CAC shall retain such records until the audit is concluded and all issues are resolved.

- H. EQUIPMENT:** No equipment or software shall be invoiced by CAC to WCDJFS.
- I. ASSIGNMENT AND SUBCONTRACTING:** When deemed necessary to deliver services of the quantity and quality specified in this Contract, CAC may subcontract with the written approval of the WCDJFS. All such subcontracts shall be in the same form as this Contract and subject to the same terms, conditions and covenants contained herein. No such subcontracts shall in any case release CAC of the liability under this Contract. CAC is responsible for making direct payment for such subcontracts. This section does not apply to contracts with interpreters and persons needed to accommodate customers with disabilities.
- J. RESPONSIBILITY FOR AUDIT:** CAC agrees to an independent audit of expenditures or determinations of eligibility, or both, if there is evidence of misuse or improper accounting of claims or substantial errors. Copies of the audit and associated management papers shall be made available to the WCDJFS.
- a. Responsibility for Audit Exceptions:** CAC agrees to accept responsibility for receiving, replying to and/or complying/reimbursing any audit exception identified by appropriate local, State and/or Federal audit, directly related to the provisions of the Contract and agrees to maintain compliance with Federal, State and local regulations which govern the provision of this service.
- K. RELATIONSHIP:** Nothing in this Contract is intended to, nor shall be deemed to constitute a partnership, association or joint venture with CAC in the conduct of the provisions of this Contract. CAC, agents and employees of CAC will act in performance of this Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the WCDJFS.
- L. EQUAL OPPORTUNITY/NON-DISCRIMINATION:** Vendor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42); and FNS directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which Vendor received Federal financial assistance from FNS; and hereby gives assurances that it will immediately take measures necessary to effectuate this agreement.

- M. TERMINATION:** In the event that either the WCDJFS or CAC does not perform their responsibilities and/or obligations under this Contract, either party may initiate their intent to terminate the Contract by providing a thirty (30) day prior written communication to the other party. A final decision to terminate Contract shall be made jointly by WCDJFS and CAC. This Contract may be terminated immediately in the event there is a loss of funding, disapproval by Federal Administrative Agency or upon discovery of noncompliance with any Federal or State Laws, Rules and/or Regulations.
- N. MODIFICATION OR AMENDMENT:** No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment. Any amendment or modification must be in writing, signed by both parties and not effective until a Resolution is passed by the Warren County Board of Commissioners approving the amendment or modification.
- O. CONTRACT MONITORING:** WCDJFS will monitor the program on a continuous basis. Any findings will be discussed with the CAC Manager or other employees of CAC and may also be discussed with CAC.
- P. GOVERNING LAW:** This Contract shall be constructed in accordance with, and the legal relations between the parties shall be governed by the Federal Law, laws of the State of Ohio and local laws as applicable to contracts executed and fully performed in the State of Ohio.
- a. **Compliance:** CAC and WCDJFS agree to comply with all Federal and State laws, rules regulations; auditing standards; and applicable Office of Management and Budget Circulars, State statues and the Administrative Code Rules which are applicable to the performance of this contract
 - b. **Confidentiality of Information:** The parties agree that they shall not use any information, systems or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standard of confidentiality that applies to the employees of either party and/or the State of Ohio. The terms of this section shall be included in any subcontract executed by either party for work under this Contract.
- Q. RESOLUTION OF DISPUTES:** The agencies agree that the Directors of WCDJFS and CAC shall resolve any disputes between the agencies concerning responsibilities under or performance of any of the terms of this Contract. In the event the Directors can not agree to an appropriate resolution to the disputes, they shall refer to Ohio Board of Regents (OBR) and ODHS for a final binding determination resolving the dispute.
- R. INDEMNIFICATION:** CAC will defend, indemnify, protect and save WCDJFS harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CAC, its agents, employees, licensees, contractors or subcontractors; (b) the failure of CAC, its agents, employees, licensees, contractors or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of Provider, its agents, employees, licensees, contracts or subcontracts that result in injury to persons or damage to property.

S. ENTIRE CONTRACT: This Contract contains the entire Contract between CAC and WCDJFS with respect to the subject matter thereof, and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings or agreements not herein contained shall be of any force or effect.

T. NOTICES: All notices required to be given herein shall be in writing and shall be sent to the following respective addresses:

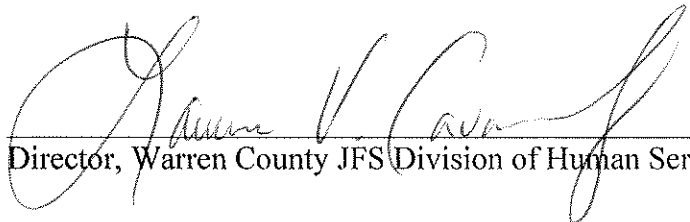
To: Warren County Job and Family Services
Division of Human Services
416 South East Street
Lebanon, Ohio 45036

Child Advocacy Center of Warren County
320 East Silver Street
Lebanon, Ohio 45036

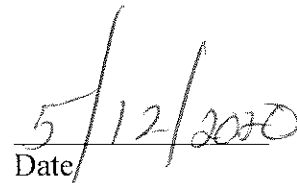
The terms of this Contract are hereby agreed to by all parties, as shown by the signatures of representatives of each:

Warren County Board of County Commissioners

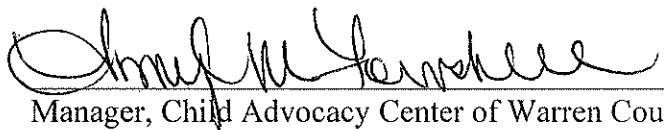
Date



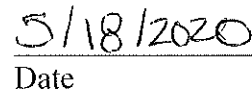
Director, Warren County JFS Division of Human Services



Date

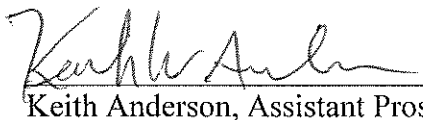


Manager, Child Advocacy Center of Warren County

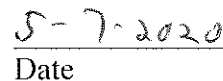


Date

APPROVED TO FORM:



Keith Anderson, Assistant Prosecutor



Date

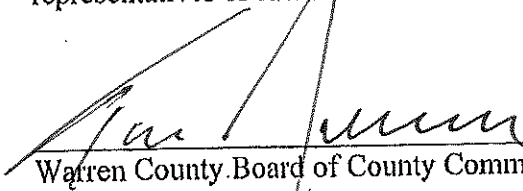
S. ENTIRE CONTRACT: This Contract contains the entire Contract between CAC and WCDJFS with respect to the subject matter thereof, and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings or agreements not herein contained shall be of any force or effect.

T. NOTICES: All notices required to be given herein shall be in writing and shall be sent to the following respective addresses:

To: Warren County Job and Family Services
Division of Human Services
416 South East Street
Lebanon, Ohio 45036

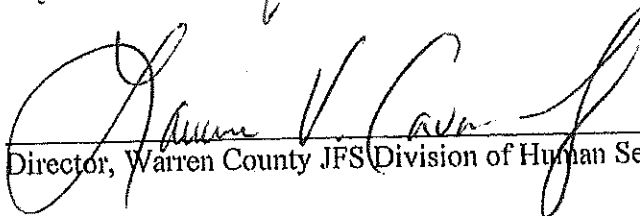
Child Advocacy Center of Warren County
320 East Silver Street
Lebanon, Ohio 45036

The terms of this Contract are hereby agreed to by all parties, as shown by the signatures of representatives of each:



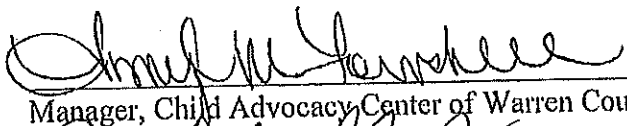
Warren County Board of County Commissioners

6/9/2020
Date



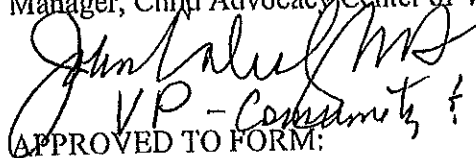
Director, Warren County JFS Division of Human Services

5/12/2020
Date



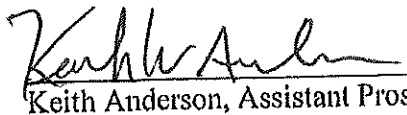
Manager, Child Advocacy Center of Warren County

5/18/2020
Date



VP - Community & Behavioral Health

6-1-2020
Dayton Children's Hospital



Keith Anderson, Assistant Prosecutor

5-7-2020
Date

FY21 Proposed Budget
Outreach Awareness Position
Child Advocacy Center of Warren County

EXHIBIT A

CATEGORY	
Salary (31.02/hr)- 1300 hours/year	40,326.00
Fringes	0
Indirects (10%)	4620.00
Professional Development & Training (Travel/Conference Fees)	3500.00
Materials – business cards, banner, handouts	1500.00
Mileage (est. 1,500/year)	825.00
TOTAL:	50,771

Cavanaugh, Lauren V

From: Amy Fornshell <FornshellA1@childrensdayton.org>
Sent: Tuesday, May 5, 2020 6:07 PM
To: Cavanaugh, Lauren V
Subject: RE: Upcoming Contract with JFS for Title XX
Attachments: Proposed Budget for Outreach Awareness Position FY21.docx

Good evening, Lauren.

I started to walk out for the week, and I realized I had not sent you the budget.

This salary provides a 2.5% salary increase (but that has not yet been determined or announced by the hospital)>

Also, fringes have been removed- the hospital is actually putting all of our fringes in a different cost center with other employees, so it was cut on our VOCA budget as well to help with the decreased funding we are getting from them. Thus, I took it out of here as well.

I am out for the rest of the week, but if there is something additional you would need before next Monday, feel free to text or call! 513-720-5924.

Thanks,

Amy

From: Lauren.Cavanaugh@jfs.ohio.gov <Lauren.Cavanaugh@jfs.ohio.gov>
Sent: Monday, May 4, 2020 10:30 AM
To: Amy Fornshell <FornshellA1@childrensdayton.org>
Subject: Upcoming Contract with JFS for Title XX

Dayton Children's Alert: This is an external email. Exercise caution, do not click on links or open attachments in questionable emails.

Hi Amy,

I am working on getting all of the contracts ready that will go into effect on July 1, 2020. Could you send me a Proposed Budget for the Outreach Awareness Position like you did last year but that would cover July 1, 2020- June 30, 2021.

I attached last years version with this email.

Thank you!

Lauren V. Cavanaugh

Director
Warren County Job and Family Services
Lauren.Cavanaugh@jfs.ohio.gov
513-695-1402

Dayton Children’s Hospital Job Description

Please read “Job Description Information & Instructions” before completing this form.

Job Title: **Awareness Outreach Specialist** Job Number: **1187**
 Department: Child Advocacy Center, Warren County Department #: **1140**
 Reports to: **Manager, Child Advocacy Center of Warren County**
 Creation Date: **5/18/05**
 Revision Date: **5/22/2018**

Job Summary

Briefly describe the general purpose of the job. Most jobs can be described in one or two brief paragraphs. This section can include some of the duties and responsibilities listed in the following section, but primarily it should answer the question, “Why does this job exist?”

Responsible for the development, promotion and administration of child abuse awareness and outreach programming through CACWC.

Job Duties and Responsibilities

List the primary job duties and responsibilities in the boxed-in areas. Assign a weighting (by importance or time) to each duty/responsibility and list them in the order of weighting (highest to lowest). The weighting should total 100%. Minor or occasional duties are combined in the last statement, “Performs other duties as assigned.” Do not assign a weighting to “Performs all duties as assigned.”

Each statement should be brief and concise, beginning with an action verb (“conducts,” “develops,” “monitors,” etc.). Most jobs have 5-9 major duties/responsibilities.

The competencies needed to perform the particular task are to be listed after each duty/responsibility. There could be up to five competencies for each duty/responsibility. If the Synergy model is used for the job, that document may be attached to the job description in lieu of listing the competencies.

Do not include behavior requirements such as teamwork, professionalism, etc., in either the job duties or competencies. These are covered in the SPIRIT standards section.

	Weighting %
1. PROGRAM IMPLEMENTATION	40%
<ul style="list-style-type: none"> ▪ Develops and implements a child abuse awareness program in Warren County to include professional trainings, presentations to parents, children and community members. 	
2. PROGRAM MARKETING	30%
<ul style="list-style-type: none"> • Actively markets the awareness program to community child-serving agencies. • Works on social media campaign 	
3. FISCAL RESPONSIBILITY	15%
<ul style="list-style-type: none"> ▪ Manages the awareness and outreach program with the limits of the departmental budget. ▪ Under the direction of the CACWC manager, seeks continuation funding for the prevention program through grant writing and proposals to other funding sources 	

4. COMMUNITY RESOURCE	10%
<ul style="list-style-type: none"> ▪ Acts as a resource to the community on matters related to child abuse awareness and outreach. 	
5. CENTER SUPPORT	5%
<ul style="list-style-type: none"> ▪ Contributes articles and other awareness and outreach material to the advocacy center's newsletter. Will provide cross-coverage for other CACWC staff. 	
Performs other duties as assigned	
100%	

Work Direction

Check the box next to the description that best characterizes the nature of work direction received by an employee in this job who is performing at a satisfactory level.

- Works under close supervision and from detailed verbal and written instructions.
- Works under general supervision and selects from a variety of established procedures to accomplish assigned duties and responsibilities.
- Works under minimal supervision, referring only exceptional problems and issues for management review or approval.
- Works independently, relying on experience and judgment to plan and accomplish assigned goals. Reviews and reports on results and accomplishments.

Primary Working Relationships

(Check all that apply.) Indicate the level of employee/contacts with which this person has a working relationship. A "working relationship" involves more than casual daily contact.

- only immediate supervisor and other employees in the department
- support staff in other departments
- front-line management in other departments
- interdepartmental; represents department on specific projects involving other departments
- external contacts; represents organization as a prime contact on projects or contracts
- senior management; advises/interacts on significant matters often requiring coordination

Financial Impact

(Complete only if applicable. Usually applies to exempt jobs.) Indicate the areas with measurable dollars upon which this position has direct or indirect impact and give an approximate amount of dollars controlled or impacted. (For example, size of department budget, amount of revenue produced, etc.)

Area	<u>Approximate Dollar Amount Controlled/Impacted</u>

Education, Experience, and Other Requirements

Indicate the minimum education, training, and experience you would require of someone you would hire into this job. You should indicate what is required to do the job, not the education or experience of a current employee in the job. Inflating the requirements means that you cannot consider a candidate with lesser qualifications.

	<u>Required</u>	<u>Preferred</u>
Education	Bachelor's Degree Specializing in behavioral science, education or related field.	
Years of experience	1-2 years Specializing in knowledge of child abuse and its impact on family.	
Specialized training or certifications (be specific)		
Other skill/competencies required (communication skills, computer skills, customer service skills, etc.)		

Supervisory Responsibility

(Complete only if applicable. Usually applies to exempt jobs.) Indicate the number of people this job supervises directly and indirectly (through direct reports). "Supervision" usually includes the preparation of performance appraisals and conducting of employee discipline. Indicate whether these reports are exempt or nonexempt (eligible for overtime) by filling in one number in each applicable column. Please fill in the "special/other" box if this job manages people outside the organization, such as temporaries, contractors, etc.

	Direct Exempt	Direct Nonexempt	Indirect Exempt	Indirect Nonexempt	Special/Other
Number of People Supervised					

Physical Requirements

Degree of overall physical demand (Check one.)

- Very heavy work:** Must lift 70 pounds frequently to move objects, with occasional lifting of up to 100 pounds.
- Heavy work:** Must lift up to 50 pounds frequently to move objects, with occasional lifting up to 70 pounds.
- Medium work:** Must lift up to 35 pounds frequently to move objects, with occasional lifting up to 50 pounds.
- Light work:** Must lift up to 25 pounds frequently to move objects, with occasional lifting of up to 35 pounds.
- Sedentary work:** Must lift up to 10 pounds frequently to move objects, with occasional lifting up to 25 pounds.

Physical activities Select the percent for each activity. See definitions below.

Activity	Percent of Time Performed				
	None	<25%	25-49%	50-74%	75%+
Stooping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kneeling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crouching	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reaching	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Standing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Walking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lifting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grasping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Repetitive motions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- Stooping:** Bending body downward and forward by bending spine at the waist. This factor is important if it occurs to a considerable degree and requires full use of the lower extremities and back muscles.
- Kneeling:** Bending legs at knee to come to a rest on knee or knees.
- Crouching:** Bending the body downward and forward by bending leg and spine.
- Reaching:** Extending hand(s) and arm(s) in any direction.
- Standing:** Particularly for sustained period of time.
- Walking:** Moving about on foot to accomplish tasks, particularly for long distances.
- Lifting:** Raising objects from a lower to a higher position or moving objects horizontally from position-to-position. This factor is important if it occurs to a considerable degree and requires the substantial use of the upper extremities and back muscles.
- Grasping:** Applying pressure to an object with the fingers and palm.
- Repetitive Motion:** Substantial movements (motions) of the wrists, hands, and/or fingers.

Conditions Check only those that apply.

- Skin exposure: The worker is subject to outside environmental conditions: No effective protection from weather.
- Temperature: The worker is subject to extreme heat: Temperatures above 100 degrees for periods of more than one hour.
- Respiratory: The worker is subject to atmospheric conditions: One or more of the following conditions that affect the respiratory system or the skin: Fumes, odors, dusts, mists, gases or poor ventilation.
- Radiation; The worker is exposed to ionizing radiation (radioactive isotopes) or non-ionizing radiation (welding flash, micro-waves, sunburn)
- Infectious: The worker is exposed to infections from bacteria viruses (TB, Rubella, etc.); infectious from blood pathogens (HIV, Hepatitis B, etc.); or food handling
- Mental: The worker is exposed to significant stress due to a high level of responsibility; uncertainty due to changing job requirements; work in safety/security positions; or work with emotionally unstable individuals.

OUR VALUES AND GUIDING BEHAVIORS

Safety

We make safety our first priority.

- I am **aware** of my activities and actions to prevent unexpected events.
- I demonstrate **critical thinking** and **communicate clearly and completely**.
- I use **evidence-based practices** in caring for our patients.
- I ask **questions and seek clarification** in order to do the right thing.

Compassion

We deliver compassionate, family-centered care to all we serve.

- I am committed to demonstrating **genuine empathy** with joys and sorrows of others.
- I take the initiative to create a **positive experience** for all those whom I am in contact.
- I demonstrate **active listening** by being present and paying attention to the facts and feelings of the experience.
- I am **helpful** and provide **frequent updates** to patients, families, and co-workers in a timely manner.

Ownership

We are the pediatric care experts and act knowing that every patient, visitor, and the hospital is our collective responsibility.

- I am **passionate** about what I do and it is evident in my actions.
- I look for every opportunity to make a **positive difference** and contribute to an environment of **trust**.
- I take **accountability** for my actions, my work and I hold others accountable.

Collaboration

We work collaboratively to care for children, their families and each other.

- I am committed to **effective communication** throughout the organization to improve patient, family and co-worker experiences.
- I will be an **actively engaged** member on teams and in my work group.
- I embrace the **combined efforts** of others to create a feeling of belonging.
- I **respect** and **value diversity** of others who are contributing to a positive work environment.

Innovation

We continuously innovate to make Dayton Children's even better today and into the future.

- I continue to **grow and develop** my knowledge through creative approaches and best practices.
- I look for **opportunities to improve** the work environment.
- I demonstrate the **willingness** and **courage to embrace change**.

Value Creation

We deliver quality outcomes and excellent service while being good stewards of healthcare resources.

- I am committed to **ensuring the best outcome** for our patients, families, and co-workers.
- I am dedicated to developing **efficiencies, standardizing processes, and eliminating waste**.

HIPAA: USE AND DISCLOSURE

(Check all that apply.)

Permission to handle, use, or disclose protected health information (PHI) extends to only those duties where it is necessary to complete assigned tasks. Use and/or disclosures should be held to the minimum necessary information in order to complete the task.

Employee Permissions by Job Description

- Handle: the transporting of information for delivery, storage or destruction where only incidental contact is likely to occur.
- Use: the sharing, employment, application, utilization, examination or analysis of information by any person working for or within Dayton Children's.
- Disclosure: the release, transfer, provision of access to or divulging in any other manner of information to persons not employed by or working within Dayton Children's or its Organized Healthcare Consortium

Types of Information Used or Disclosed by Job Description

- Demographic: information such as name, address, phone number, race, religion, marital status, insurance provider, etc.
- Clinical: information such as diagnosis, treatments, interventions, test results, health status, etc.

PATIENT AGE-SPECIFIC POPULATION

(Check all that apply)

- None
- Neonates (Birth to 1 month): Understands the implications of the major physiologic changes occurring with the infant's adjustment to extrauterine life. Promotes parent-infant attachment and integration of the newborn into the family unit.
- Infants (1 month –12 months): Understands that the infants' development of a sense of basic trust establishes the foundation for future interpersonal relationships. Facilitates development of trust by incorporating appropriate strategies into the provision of care.
- Toddlers (1-3 years): Understands that the toddler is striving to develop a sense of autonomy in muscular and impulse control. Recognize the toddler's display of negative behavior, limited language skills, and limited concept of time as stage specific and directs care accordingly.
- Preschoolers (3-5 years): Understands that the preschooler requires wider social relationships, learns role standards, gains self-control and mastery of skills, plans care strategies that enhance the development of a sense of self-concept and initiative.
- School Age (6-11 years): Understands the development of a sense of industry, independence, and separation from family and increased peer socialization. Recognizes the child's increased language skills, increased interest in acquiring knowledge, improved concept of time, and increased self-
- Adolescent (12-18 years): Understands the developing sense of identity as biologic, personality and sexual maturation occurs. Recognizes the significance of the emphasis placed on peer relationships. Encourages participation in decision-making and planning care, as the child is increasingly capable to abstract thought and reasoning.
- Adult Encourages involvement in care planning and decision-making. Provides essential teaching based on how the individual learns best. Assesses pain through physiologic parameters, body language, and verbal assessment. Assists adult in identifying community resources for financial as well as social support.

ATTACHMENTS

- Mandatory Education Requirements
- Synergy document

County Name (Pass-Through Agency): Warren County Job & Family Services

Name of Provider (Potential Vendor/Subrecipient): Child Advocacy Center of Warren County

Name of Program: Awareness Outreach Specialist

EXHIBIT C

	Indications of a Subrecipient See A-133 §210(b)	Yes	No	Comments
1.	Provider determines who is eligible to receive federal financial assistance.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2.	Provider has its performance measured against whether the objectives of the federal program are met.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3.	Provider has responsibility for programmatic decision making.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
4.	Provider has responsibility for adherence to applicable federal program compliance requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
5.	Provider uses the federal funds to carry out its own program as compared to providing goods or services for a program of the pass-through entity.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

	Indications of a Vendor See A-133 §210(c)	Yes	No	Comments
6.	Organization provides the goods and services within normal business operations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.	Organization provides similar goods or services to many different purchasers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.	Organization operates in a competitive environment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9.	Organization provides goods or services that are ancillary to the operation of the federal program.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.	Organization is not subject to compliance requirements of the federal program.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Overall Conclusion	Yes	No	Comments
Provider is a subrecipient.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conduct Subrecipient Monitoring See OAC 5101:9-1-88
Provider is a vendor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Conduct Contract Monitoring See OAC 5101:9-4-07 (J)(8) or other rule

Resolution

Number 20-0789

Adopted Date June 09, 2020

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

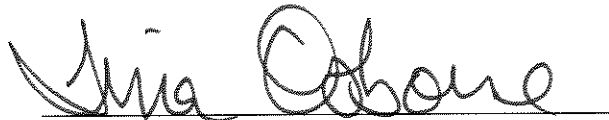
NOW THEREFORE BE IT RESOLVED, to approve and enter into a contract with Warren County Career Center on behalf of Warren County Department of Human Services for Work Activities classes, for a total contract amount not to exceed \$70,000.00 beginning July 1, 2020 and terminating on June 30, 2021; contract attached hereto and made a part hereof:

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Career Center
Human Services (file)

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
TITLE XX SUBGRANT AGREEMENT WITH
WARREN COUNTY CAREER CENTER OF BEHALF OF WARREN COUNTY
ASPIRE PROGRAM**

RECITALS:

This Subgrant Agreement is entered into between Warren County Job and Family Services, Division of Human Services (hereinafter referred to as "Grantor") and the Warren County ASPIRE Program (hereinafter referred to as "Subgrantee").

This Subgrant Agreement is made pursuant to a grant award to the Grantor by the Ohio Department of Job and Family Services (ODJFS) and are not for research and development purposes. The grant award is under the authority of CDFA #93.667, Title XX Base and Title XX Transfer, SFY 2020 and 2021, and Warren County Job and Family Services.

DEFINITIONS:

A. Definitions

- A. "Grantor" means the Warren County Job and Family Services.
- B. "Subgrantee" means the Warren County ASPIRE Program.
- C. "Financial Assistance" means all cash, reimbursements, other payments or allocations of funds provided by Grantor to Subgrantee. All requirements in this Agreement related to financial assistance also apply to any monies, including private monies and public money, as defined in section 117.01 of the Revised Code, used by the Subgrantee to match federal, state or county funds; and
- D. "Federal, state and local laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, and federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments, as well as any resolutions or policies adopted by the Warren County Board of County Commissioners. Federal, state and local laws also include any Governor's Executive Orders to the extent that they apply to counties and any ODJFS Procedure Manuals. The term "federal, state and local laws" includes all federal, state and local laws as listed in this paragraph and existing on the effective date of this Agreement as well as those federal, state and local laws that are enacted, adopted, issued, amended, repealed, or rescinded on or after the effective date of this Agreement.

THEREFORE, IN CONSIDERATION OF THE MUTAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by Subgrantee pursuant to this Subgrant Agreement.

ARTICLE II. RESPONSIBILITIES OF GRANTOR

- A. Provide funding to Subgrantee in accordance with this Subgrant Agreement and Federal, state and local laws.

JUN 3 2020 RCVD

- B. Monitor Subgrantee to ensure the Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- C. Provide information on current and subsequent changes to the terms and conditions of the grant awards addressed by the funding in this agreement.
- D. Provide technical assistance and training as requested to assist Subgrantee in fulfilling its obligations under this agreement.
- E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

Subgrantee agrees to:

- A. Ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as the federal terms and conditions of the grant award.
- B. Provide financial documents that show the revenue and expenditures of the program and all supporting documents.
- C. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible.
- D. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, If Grantor, ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.
- E. Make records available to Grantor, ODJFS, Auditor of State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from **July 1, 2020 through June 30, 2021** unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the above termination date.
- B. In addition to Section A above, it is expressly understood by both Grantor and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Warren County Auditors certifies pursuant to Section 5705.41 (D), Revised Code, that the amount required to meet the Grantor's obligation or, in the case of a continuing Subgrant Agreement to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the Subgrant Agreement is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

ARTCILE V. AMOUNT OF GRANT/PAYMENTS

Allocation	Contract Amount	Budget Reference	CFDA Number
Title XX Base	\$63,000.00	JFSCSS20/JFSCSS21	93.667
Title XX Transfer	\$7,000.00	JFSCTX20/JFSCTX21	93.667

1. Total Cost of contract is factored based on 20 hours of Instruction * 50 weeks * 70.00 per hours. The contract includes a 2-week closure during Christmas and New Year's.
2. Reimbursement can include time for preparation of curriculum.
3. Services provided under this Sub-Grant Agreement are provided with no regard to income and are included in the WCDJFS Title XX Profile Amendment.
4. Each participant must complete the Title XX application for Employment and Education Services. A copy of each completed application shall be provided to the WCDJFS. (Exhibit D).

This Sub-Grant Agreement Provides Services and Benefits under 5101: 2-25

O) "Education and training services" means:

- (1) Services provided to improve knowledge of daily living skills and to enhance cultural opportunities.
- (2) Services which may include instruction or training in, but are not limited to, such issues as consumer education, health education, community protection and safety education, literacy education, English as a second language, and general educational development (GED).
- (3) Component services or activities which may include screening; assessment and testing; individual or group instruction; tutoring; provision of books, supplies, and instructional material; counseling; transportation; and referral to community resources.

(P) "Employment services" means:

- (1) Services or activities provided to assist individuals in securing employment or acquiring or learning skills that promote opportunities for employment.
- (2) Component services or activities which may include employment screening, assessment, or testing; structured job skills and job seeking skills; specialized therapy (occupational, speech, physical); special training and tutoring, including literacy training and pre-vocational training; provision of books, supplies, and instructional material; counseling; transportation; and referral to community resources

A. This grant is in the total amount of \$70,000.00

B. Payment will be made to Subgrantee on a cost-reimbursement basis. The total estimated cost shall be in accordance with the budget attached as **Exhibit A** and shall no exceed the amount provided in Article V-A, above. Subgrantee may bill Grantor monthly for reimbursement or disbursements for actual costs incurred in the performance of this Subgrant Agreement. Invoices shall be numbered, dates, reference this Subgrant Agreement, show the cost incurred by budget category (i.e., salaries, fringe benefits, equipment, travel, supplies, etc.) for the billing period and in cumulative amount to date. All invoices must be submitted to Warren County Job and Family Services, 416 S. East Street, Lebanon, OH 45036, ATTN: Fiscal Officer.

Grantor will make payments on all invoices submitted in accordance with the terms of this Subgrant Agreement. The final invoice, clearly marked "Final", must be submitted within **30 days** of the expiration of this Subgrant Agreement. The final invoice shall include certification to the effect that "Payment of this invoice constitutes complete satisfaction of all of Grantor's obligations under the reference Subgrant Agreement. Subgrantee releases and discharges Grantor from all further claims and obligations under this Subgrant Agreement upon payment of this final invoice."

- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, and appropriations by the Warren County Board of County Commissioners. If, at any time, the Grantor Director determines that federal, state or local funds are insufficient to sustain existing or anticipated spending levels, the Grantor Director may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee, or other form of financial assistance as the Grantor Director determines appropriate. If the Ohio General Assembly, ODJFS, funding source external to the State of Ohio, such as federal funds, or the Warren County Board of County Commissioners fails at any time to continue funding Grantor for payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of Grantor or Warren County.
- D. As subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to OMB Circulars A-110 (2 CFR 215), A-21 (2 CFR 220), A-122 (2 CFR 230), A-87 (2 CFR 225), A-102, as applicable under federal, state and local laws, and A-133, as well as 45 CFR 74 and 45 CFR 92, as applicable to Subgrantee under federal, state and local laws, including but not limited to:
1. **Standards for financial management systems:** SUBGRANTEE and its subgrantee(s) will comply with the requirements of 45 CFR 74.21 and 45 CFR 92.20, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records,
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
 2. **Period of Availability of Funds:** Pursuant to 45 CFR 74.28 and 45 CFR 92.23, as applicable SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals of this Subgrant Agreement for the term specified in Article IV of this Subgrant Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
 3. **Matching or Cost Sharing:** Pursuant to 45 CFR 74.23 and 45 CFR 92.24, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
 4. **Program Income:** Program income must be used and accounted for as specified in 45 CFR 92.25.
 5. **Real Property:** If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 92.31.
 6. **Equipment:** Title, use, management (including record keeping, internal control, and maintenance),

and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 74.34 and 45 CFR 92.32, as applicable.

7. **Supplies:** Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 74.35, 92.33 and 7 CFR 3016.33, as applicable.

ARTICLE VI. RECORDS

- A. Subgrantee must maintain documentation conforming to all requirements prescribed by ODJFS or by federal, state and local laws. Subgrantee must prepare and maintain documentation to support all transactions and to permit the reconstruction of all transactions and the proper completion of all reports required by federal, state and local laws, and which substantiates compliance with all applicable federal, state and local laws.
- B. Records must include sufficient detail to disclose:
 - a. Services provided to program participants;
 - b. Administrative cost of services provided to program participants;
 - c. Charges made and payments received for items identified in paragraphs (B) (1) and (2) of this Article; and
 - d. Cost of operating the organizations, agencies, programs, activities, and functions.
- C. Subgrantee and its subgrantee(s) must maintain all records relevant to the administration of this subgrant for the period of three (3) years.

ARTICLE VII. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB Circular A-133, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 45 CFR 74.26 and 45 CFR 92.26, as applicable, and OMB Circular A-133, Subgrantee must ensure that it has an audit with a scope as provided in OMB Circular A-133, Subpart E,.500, that covers funds received under this agreement. Subgrantee must send one (1) copy of the final audit report to Grantor at Warren County Job and Family Services, 416 S. East Street, Lebanon, OH 45036 within two (2) weeks of Subgrantee's receipt of any such audit.
- B. Subgrantee will take prompt action to correct problems identified in an audit.

ARTICLE VIII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Grantor's Director and an authorized officer or employee of the Subgrantee. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.
 2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.

3. Grantor may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by ODJFS, or illegal conduct by Grantee affecting the operation of the Subgrant Agreement.
- B. Notwithstanding the provisions of ARTICLE VIII, Section A, Grantor may suspend or terminate this Subgrant Agreement immediately upon delivery of a written notice to Grantee, if Grantor loses funding or discovers any illegal conduct on the part of the Subgrantee.
 - C. If Subgrantee or any of its subgrantee(s) materially fails to comply with any term of the award, a federal, state and local laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, Grantor may take any or all of the following actions it deems appropriate in the circumstances:
 1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity;
 4. Withhold further awards for the Subgrant activity; or
 5. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Subgrant Agreement.
 - D. Subgrantee, upon receipt of a notice of suspension or termination, will do the following:
 1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;
 3. Prepare and furnish a report to Grantor, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other task that Grantor requires.
 - E. Upon breach or default by Grantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, Grantor will retain the right to exercise and Administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Grantor of any occurrence of breach or default is not a waiver of subsequent occurrences. If Grantor or Grantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE IX. NOTICES

- A. Notices to Grantor for Subgrantee that concern termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the Director of Grantor at 416 South East Street, Lebanon, OH 45036. Notices to Grantor from Subgrantee that concern this award will be sent to the Director of Grantor at same above address.
- B. Notices to the Subgrantee from Grantor concerning any and all matters regarding this Subgrant Agreement will be sent to 300 East Silver Street, Lebanon, OH 45036.
- C. All notices in accordance with Section A of this Article IX. Will be in writing and will be deemed given when received. All notices may be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE X. AMENDMENT

This document constitutes the entire agreement between Grantor and Subgrantee with respect to all matters herein. Except as provided in Article XI below, only a document signed by both parties may amend this a Subgrant Agreement. Both Grantor and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative medication of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

ARTICLE XI. ADDENDUM

Grantor may elect to provide information concerning this Subgrant agreement in and addendum hereto. Any addenda to this Subgrant agreement will not need to be signed. Any claim on or draw of monies following the receipt of the addendum will constitute acceptance of the terms and conditions contained in the addendum. Subsequently, Grantor ma modify any addendum by mailing a modified version to Subgrantee. Any claim on or draw of the modified addendum will constitute acceptance of the terms and conditions contained in the modified addendum.

ARTICLE XII. SUBGRANTS

- A. Subgrantee must perform all duties contemplated by this Subgrant Agreement. None of Subgrantee's duties or actions pursuant to this Subgrant Agreement may be subcontracted, nor shall this Subgrant Agreement be assigned, or any subawards made by Subgrantee, without the prior express written authorization of Grantor.
1. Any subgrants made by Subgrantee to unit of local government, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 92.37 and will impose upon any subgrantee(s) the requirements of 45 CFR Part 74 and 45 CFR Part 92, as applicable, as well as federal, state, and local law. Any award of a subgrant to another entity shall be made by means of subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of section 5101.21 of the revised code.
 2. Debarment and Suspension: As provided in 45 CFR 74.13 and 45 CFR 92.35, as applicable, Subgrantee and its subgrantees must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
 3. Procurement: While Subgrantee and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal, state, and local laws, including, as applicable 45 CFR 92.36 and 45 CFR 74.40 through 45 CFR 74.48. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
 4. Monitoring: Subgrantee must manage and monitor the routine operations of subgrant supported activities, including each project, program, subgrant, and function supported by Subgrantee's subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 92.40. If Subgrantee discovers that subgrant funding has not been used in accordance with federal, state, and local laws, Subgrantee must take action to recover such funding.
 5. Duties as Pass-through Entity: Subgrantee must perform those functions required under federal, state and local laws as a subrecipient of Subgrantee under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE XIII. ADDITIONAL OBLIGATIONS AND ASSURANCES OF SUBRECIPIENT

1. The Sub-recipient certifies that it possesses legal authority to enter into this Sub-grant agreement and that a resolution, a motion or similar action has been duly adopted as an official act of the Sub-recipient's governing body which authorizes the negotiation and execution of this Sub-grant agreement by the representative who signed the Sub-grant agreement below on behalf of the Sub-recipient.
2. The Sub-recipient certifies that all applicants to the program operated under this Sub-grant agreement, either as an employee or subcontractor of the Sub-recipient or as a program client shall be apprised of their rights and responsibilities at the time of application. No person with responsibility in the operation of the program will discriminate with respect to any program because of race, creed, color, national origin, gender, political affiliation, age, belief, or handicap. Any complaint of discrimination in the operation of such programs shall be handled in a manner, compliant with the policies and procedures of the Department.
3. The Sub-recipient shall have safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. The Sub-recipient shall maintain appropriate standards of health and safety in work and training situations.
5. The Sub-recipient may not hold the Department responsible for payment of funds if those same funds have not been received by, or from the State.
6. All reports, brochures, literature and pamphlets developed by the Sub-recipient for its work under this Sub-grant agreement shall acknowledge the Department and its role as the funding source for activities, and programs conducted by the Sub-recipient pursuant to this Sub-grant agreement.
7. The Sub-recipient shall maintain easily accessible and auditable financial records.
8. The Sub-recipient, as a Sub-recipient of federal funds, shall provide a copy of their 2 CFR 200 state audit. An A-133 audit is required if an organization is a non-profit, or a state or local government agency, and expends \$500,000.00 or more per year in federal awards.
9. The Sub-recipient assumes full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Sub-recipient pursuant to this Sub-grant agreement.
10. The Sub-recipient will submit periodic reports, showing progress towards achieving the outcomes which are specified in Exhibit A, attached.
11. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. The Sub-recipient will take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, gender, or national origin.
12. The Sub-recipient shall, in all of Sub-recipient's solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
13. The Sub-recipient shall comply with provisions of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by the Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41C.F.R. Chapter 60.
14. The Sub-recipient warrants that neither it nor any party with whom it may subcontract for the performance

of this Sub-grant agreement are listed on the debarred list due to violations of Titles VI, or VII of the Civil Rights Act of 1964, nor is the Sub-recipient aware of any pending action which might result in such debarment.

15. The Sub-recipient shall provide workers' compensation or other insurance coverage for injuries which may be suffered by its employees in accord with 20 CFR 692.22.
16. The Sub-recipient shall comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act, and the Ohio Revised Code.
17. The Sub-recipient shall not make claims for payment from the Department for services rendered to eligible individuals when such claims would duplicate claims made from other sources of public funds available for the same service. The services being contracted for hereunder are not available on a non-reimbursable basis.
18. The Sub-recipient shall not discriminate against applicants for, and participants in the Ohio Works First Program established under Chapter 5107 of the Revised Code, and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Ohio Revised Code. The Sub-recipient further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
19. The Sub-recipient shall cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The Sub-recipient also agrees that it will include a like provision in any agreement, contract, grant, or procedure related to this Sub-grant agreement which require any subcontractor, or other party to cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.
20. The Sub-recipient agrees to be bound by the disclosure rules of the Ohio Department of Job and Family Services. Disclosure of information in a manner inconsistent with said rules is a breach of this Sub-grant agreement, and a violation of Ohio Revised Code Sections 5101.27, and 5101.99.
21. The Sub-recipient agrees that the services it delivers pursuant to this Sub-grant agreement will be delivered in a manner consistent with the Department's Prevention Retention and Contingency Plan.
22. The Sub-recipient agrees to comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. § 874, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 3.
23. The Sub-recipient agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 276a through 276a-7, as supplemented by the Department of Labor Regulations, 29 C.F.R. Part 5.
24. The Sub-recipient agrees to comply with Sections 103, and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S. C. § 327 through 330, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 5.
25. The Sub-recipient agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1875(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.
26. The Sub-recipient agrees to comply with the 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. 94-136, 89 Stat.871.

27. The Sub-recipient agrees that the copyright to any copyrightable material created pursuant to this Sub-grant agreement, and that any discovery or invention which arises or is developed pursuant to the Sub-recipient's obligations under this Sub-grant agreement is the property of the Department.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

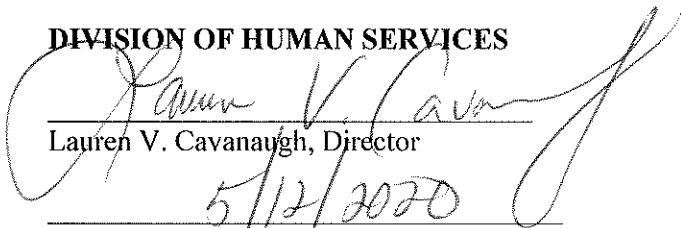
- A. **Limitations of Liability:** To the extent permitted by law, Grantor agrees to be responsible for any liability directly relating to any and all acts of negligence by Grantor. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall either party be liable for any indirect or consequential damages, even if Grantor or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operations of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provisions does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Grantor to Subgrantee that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, Grantor, or any of the officers or employees of the State of Ohio, ODJFS or Grantor.

ARTICLE XV. GOVERNING LAW

The parties agree that this Agreement shall be governed by, construed, and enforced in accord with the laws of the State of Ohio.

WARREN COUNTY JFS

DIVISION OF HUMAN SERVICES



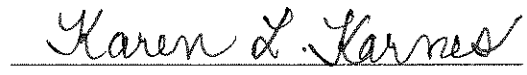
Lauren V. Cavanaugh, Director

5/12/2020

Date

WARREN COUNTY CAREER CENTER

ASPIRE PROGRAM OF WARREN COUNTY



Karen L. Karnes

5/22/2020

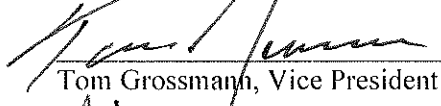
Date

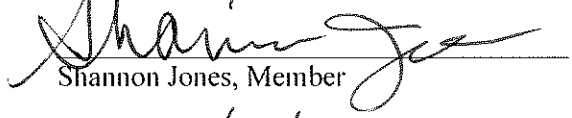
WARREN COUNTY PROSECUTOR

Approved as to Form Only

By: 

**BOARD OF WARREN COUNTY
COMMISSIONERS**

David G. Young, President


Tom Grossmann, Vice President


Shannon Jones, Member

6/9/2020

Date

EXHIBIT A

Warren County Job Readiness Assistance Class Descriptions July 1, 2020 - June 30, 2021

Purpose: To plan and teach job readiness, employability, digital and financial literacy skills classes for Warren County Job and Family Services, Division of Human Services *Work Activities/Job Readiness Program*. Classes will be held twenty hours per week Monday - Thursday for 50 weeks from July 1, 2020 - June 30, 2021 at OhioMeansJobs Warren County.

Career Interest and Exploration: Learners identify abilities and career interests by taking surveys for career interest, values, and aptitude and/or an online inventory based on Carl Jung's and Isabel Briggs Myers' typology approach to personality. Learners then explore a wide range of in-demand careers matching their skills, interests, and personality utilizing *OhioMeansJobs.com*, *The Occupational Outlook Handbook*, and other websites and career guides available in the lab. The learner will formulate a personalized career plan. Participants share success stories in end of class discussions. Learners also explore a variety of websites for job searching such as *LinkedIn*.

Communicating with Coworkers and Supervisors: The goal of instruction is to help learners understand and communicate with coworkers and supervisors in the workplace. Small group work with *STAR Attitudes* handout is an effective method of demonstrating how behavior at work affects relationships between coworkers and supervisors. Discussion centers on professional behavior, different communication methods and choosing the proper method for certain workplace circumstances.

Communicating with Customers: Learners review a model of positive customer service, and discern good customer service from bad. Class includes *Give 'em the PICKLE!* training video and discussion, and tips for working with a team of people.

Dress for Success: Learners discuss various topics, such as, personal hygiene, personal grooming and appropriate dress, piercings and tattoos. Learners receive information about Warren County Community Resources to connect them with means for obtaining interview clothing. The *'Dress and Groom for the Workplace'* DVD is also available for students to further explore the topic.

Employment Applications and Tips: Learners discuss application questions and prepare to fill out job application forms neatly and completely by completing a job application passport. Online application processes are also reviewed. The instructor supplies a packet of application tips specific to job seekers with a criminal record, as needed.

Exploring Attitudes - Ready for Work: Learners explore attitudes and work habits that show work-readiness through discussion and the sharing of personal work-related stories. Key points include understanding employers' expectations, learning the meaning of "work ready", overcoming welfare dependency, and working as a new hire. The *Fish Philosophy* film, activities, books, and materials give learners the tools to help create a positive work culture.

Financial Literacy: Adults review the basics of managing money and how to create a realistic budget/spending plan. Topics include choosing a bank, using a checking account, starting a savings habit, understanding credit, avoiding scams and preventing identity theft.

Goal Setting - Barriers to Employment Success: Topics include how to set SMART goals, prioritize, and act upon them. Learners take the *Barriers to Employment Success Inventory* and identify obstacles that may keep them from getting a good job or getting ahead in a career. Learners write a goal statement, identify obstacles and supports, and develop an action plan. Discussion will include how educational levels can be a barrier to employment with a possible goal of attaining more education.

Interviewing Skills Practice: Students identify their skills such as hard skills, soft skills, and transferrable skills and create *STAR* statements for use in interviewing. Through group discussion and activities, each participant discovers his/her best self and hidden potential and how to present that self to employers. Learners practice answering many types of interviewing questions. This includes traditional and behavioral questions. Students will listen to in-depth explanations of phone, group, and job fair interviews. Participants also review the list of protected/illegal interview questions and will receive handouts to practice responding to the questions.

Introduction to Google Sheets: Students explore the benefit of *Google Sheets* data management program with hands-on learning in this free application, which is part of the *Google* account. Concepts taught include entering and editing data, creating basic math formulas, formatting and modifying, printing, and storing worksheets in the Google Drive. Learners create a useful password organizer worksheet to assist with keeping track of online passwords, and may print it when completed. Learners also create a basic personal budget and learn how to enter, adjust and add income and expenses to balance money efficiently.

Introduction to Google Documents and Drive: Students learn the benefit of using *Google* to create documents, store and share information and communicate in a digital world. Students create a *Google* account, if needed, and access that account in the lab. Concepts taught include reviewing the free applications that are part of the Google account, and how these apps can help with daily organization and communication. *Google Docs*, a word processing program, is introduced. Students will learn to use tools such font, bold, center, indent, cut and paste while editing a document. Students will then use the app to begin to create a résumé.

Marketing Yourself: Students will learn the skills and personalities employers are looking for that will enhance their brand, sales, customer satisfaction and worker productivity. *Marketing Yourself* class looks at the traits that make a worker needed and wanted in the workplace. Putting your best foot forward and making an impression that sells needed job skills is a major emphasis of this class.

Networking: Students will explore the hidden job market, how to navigate it, and the importance of networking to gain employment. Students identify members of their network and learn the best kinds of contacts and venues for networking.

OhioMeansJobs and Email: Students create an appropriate personal email and OhioMeansJobs account and receive instruction on attaching or embedding a resume to an email. Students learn efficient and effective Internet job search techniques, and will post their searchable resumes on *OhioMeansJobs.com* at the conclusion of the session

Orientation: Students are introduced to the Job Readiness Assistance Program procedures, expectations and opportunities. A tour of the OhioMeansJobs center is included.

Résumé Building and Review: Topics covered include the importance of writing résumés and using them as a marketing tool. Learners write a résumé without a template and receive forms for cover letters, and thank you letters. The positives and negatives of functional and chronological type résumés are discussed. Participants practice formatting, saving, and printing in order to produce an eye-catching résumé. Students learn the following: how to use a résumé electronically and personally for job search; how to use the cover letter when sending a resume; and, how to use thank you letters after an interview. Each participant leaves with a customized résumé.

TABE: Students take the Tests of Adult Basic Education (TABE) to assess readiness for employment, High School Equivalency testing, and/or training. Assessment results are then used to shape a student learning plan. Students are given information about free educational opportunities including distance education. Staff emphasize the importance of education in finding a job. Workplace readiness skills such as reliability and work ethics are also stressed.

Workplace Essential Skills: Using the results of the TABE, each student completes a review of math, reading, or English skills as prescribed by his/her Diagnostic Profile. *Achieving TABE Success in Mathematics, Language, or Reading* and/or distance education options are used to provide students with a review of basic skills vital to employment.

All instructors encourage student persistence by highlighting the Success Board in Lab 3 where learners place colored post-it notes of their successes with job interviews and obtaining employment while in the program. Instructors also share Student Success Stories and encourage students to come back after obtaining a job to share their achievements with the class.

Total Cost: 20 hours of instruction x 50 weeks x \$70.00 per hour = \$70,000.00.

**Warren County Aspire
Job Readiness Assistance Program Staff
2020-2021**

1

EXHIBIT B

Position	Last Name	First Name	Type of License/ Certificates	Educational Level Attained	# Years of Adult Ed. Experience
Instructor	Cain	Sonya	Adult Education	B.A./B.S.	5
Substitute Instructor	Cooper	Elizabeth	Adult Education	B.S.	3
Substitute Instructor	Giffin	Elizabeth	Adult Education	B.S.	4
Aspire Coordinator	Karnes	Karen	Adult Education	B.S.	26
Substitute Instructor	McBride	Linda	Adult Education	B.A.	27
Support Staff	Flint	Jessica	Adult Education	B.A.	1
Computer Instructor	Steketee	Gail	Adult Education	B.S.	6

5/05/2020

Job Readiness Class Schedule – Effective July 1, 2020
OhioMeansJobs Warren County

Name _____

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY
WEEK ONE	<p>8:30 - 9:30 Orientation <u>Room 1 / Jessi</u></p> <p>9:30 – 11:30 What is Good Mental Health <u>Room 1 / Paul</u></p> <p>11:30 – 1:30 Computer Lab <u>Lab 3 / Gail</u> Intro to Google Documents and Drive</p>	<p>8:30 – 9:30 TABE <u>Room 1 / Jessi</u></p> <p>9:30 - 1:30 Résumé Writing Lab <u>Lab 3 / Sonya</u> Résumé Building</p>	<p>8:30 – 10:30 Interviewing Lab <u>Lab 3 / Sonya</u> Networking Marketing Yourself</p> <p>10:45 – 12:45 Stress Mgmt. & Self Esteem <u>Room 1 / Paul</u></p> <p>12:45 – 1:30 Interviewing Lab <u>Lab 3 / Sonya</u> Dress for Success</p>	<p>8:30 – 1:30 Communication Skills Lab <u>Lab 3 / Sonya</u> Rotating Topics: Career Interest and Exploration Communicating with Co-Workers and Supervisors Communicating with Customers Employment Applications & Tips Exploring Attitudes Financial Literacy Goal Setting – Barriers to Employment</p>
WEEK TWO	<p>8:30 – 11:30 Computer Lab <u>Lab 3 / Gail</u> Intro to Google Sheets</p> <p>11:30 – 1:30 Workplace Essential Skills <u>Lab 3 / Jessi</u> Math, Reading, or English for Employment</p>	<p>8:30 - 1:30 Résumé Writing Lab <u>Lab 3 / Sonya</u> Résumé Review and Revisions Resume Posting to OMJ/Email</p>	<p>8:30 – 10:30 Handling Criticism & Conflict <u>Room 1 / Paul</u></p> <p>10:45 – 1:30 Interviewing Lab <u>Lab 3 / Sonya</u> Interviewing Skills Practice Dress for Success</p>	<p>8:30 – 1:30 Communication Skills Lab <u>Lab 3 / Sonya</u> Rotating Topics: Career Interest and Exploration Communicating with Co-Workers and Supervisors Communicating with Customers Employment Applications & Tips Exploring Attitudes Financial Literacy Goal Setting – Barriers to Employment</p>

All clients & instructors will observe a 15-minute break from **10:30 to 10:45 each class day.**
Second Floor – Time Clock: Third Floor – Room 1, Room 4, Lab 3

**WARREN COUNTY APPLICATION FOR ASPIRE TITLE XX
EMPLOYMENT AND TRAINING PROGRAM**

Name:	For Agency Use Only
Social Security Number (Optional):	Subgrantee:
Present Address:	Worker:
Telephone/Contact Number:	Date received:

1. List EVERYONE living in your household, including yourself.
(If you are a non-custodial parent, list your children residing in Ohio)

Name	Relationship to Applicant	Age	Source of Income
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

2. Sign this application.

The information provided above is complete and correct to the best of my knowledge and belief.

Signature of Applicant: _____ Date: _____

EXHIBIT D

County Name (Pass-Through Agency): Warren County Job & Family Services

Name of Provider (Potential Vendor/Subrecipient): ASPIRE

EXHIBIT E

Name of Program: Educational and Training Program

	Indications of a Subrecipient See A-133 §210(b)	Yes	No	Comments
1.	Provider determines who is eligible to receive federal financial assistance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2.	Provider has its performance measured against whether the objectives of the federal program are met.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.	Provider has responsibility for programmatic decision making.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.	Provider has responsibility for adherence to applicable federal program compliance requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5.	Provider uses the federal funds to carry out its own program as compared to providing goods or services for a program of the pass-through entity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

	Indications of a Vendor See A-133 §210(c)	Yes	No	Comments
6.	Organization provides the goods and services within normal business operations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.	Organization provides similar goods or services to many different purchasers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
8.	Organization operates in a competitive environment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9.	Organization provides goods or services that are ancillary to the operation of the federal program.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.	Organization is not subject to compliance requirements of the federal program.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Overall Conclusion	Yes	No	Comments
Provider is a subrecipient.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Conduct Subrecipient Monitoring See OAC 5101:9-1-88
Provider is a vendor.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conduct Contract Monitoring See OAC 5101:9-4-07 (J)(8) or other rule

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-0790

Adopted Date June 09, 2020

APPROVE AND ENTER INTO A COOPERATIVE SOCIAL AGENCY AGREEMENT WITH SOUTHERN STATE COMMUNITY COLLEGE, ON BEHALF OF THE WARREN COUNTY JUVENILE COURT MARY HAVEN YOUTH CENTER COURT CLINIC

BE IT RESOLVED, to approve and enter into an agreement with Southern State Community College on behalf of the Warren County Juvenile Court Mary Haven Youth Center Court Clinic as a Cooperative Social Agency; copy of agreement attached hereto and made a part hereof.

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Southern State Community College
Juvenile (file)

**Southern State Community College
And
Cooperative Social Agency
Agreement**

THIS AGREEMENT between Southern State Community College and Mary Haven Youth Center, Warren County Juvenile Court Clinic (Agency) effective beginning 5/26/2020 (date).

Intention of either party not to renew this agreement shall require notice to the other party at least six (6) months prior to June 30 of any year.

The instructor(s) supervising the practicum from Southern State Community College will herein be known as the "Practicum Faculty."

The delegate(s) supervising the practicum from Southern State Community College will herein be known as the "Practicum Faculty."

The following contents will specify the responsibilities of the Site Supervisor(s), the Practicum Faculty, and the student(s).

- I. The Site Supervisor will be responsible for:
 - A. Record of Attendance
 - B. Orientation to the agency
 - C. Assist the student in developing appropriate objectives for the student's experience.
 - D. Assist with compliance with goals and objectives for practicum course
 - E. Evaluation of the student
 - F. Setting up appropriate meeting with the student for supervisory conferences.
 - G. Making decisions regarding appropriate access to client files (records) pertinent to the mutually identified goals and objectives of a student in placement.

- II. The Practicum Faculty will be responsible for:
 - A. Developing goals and objectives for the Practicum course.
 - B. Approving student placement in Practicum.
 - C. Initially assisting in developing expectations for Practicum with the student and site supervisor.
 - D. Developing and interpreting evaluation materials.
 - E. Follow-up consultation with student at mid-term.

- III. Follow-up consultation with student at end of semester for evaluation purposes.

- IV. The student will be responsible for:
 - A. Being present at the agency site during agreed-upon hours (totaling 16 hours per week and 160 hours per semester).
 - B. In consultation with the site supervisor, create practicum objectives and submit those objectives to the Practicum faculty.
 - C. Fulfillment of Practicum objectives, completion of Practicum time sheets and logs, and submission of appropriate documentation to Practicum faculty.
 - D. Reporting to the site supervisor any projected absences and arranging a make-up time.
 - E. Abiding by the existing rules and regulations of the agency.
 - F. Providing their own transportation to and from the agency.

V. Liabilities

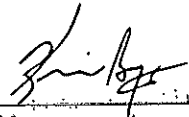
- A. The site supervisor, having related the situation to the practicum faculty, may at any time dismiss a student from their facility whenever the student's activities are detrimental to the client and/or facility. If confidentiality is threatened, then immediate dismissal is the right of the agency.
- B. The student is required to have his/her own liability insurance.

The Agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the above named agency has the responsibility to provide under the existing clinical agency agreement with Southern State Community College.

The Agency further agrees that it will comply, to the extent applicable to it, with Title IX of the Education Amendments of 1972 (P.L. 92-318) to the end that no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the above named agency has the responsibility to provide under the existing clinical agency agreement with Southern State Community College.

Mutual Responsibilities

The Administration of the Agency providing the Practicum and the Faculty of the Human Services Department of Southern State Community College shall cooperate in formative and summative evaluation of the program. Periodic meetings shall be scheduled as necessary.

Date 5/21/2020 Signed 
President
Southern State community College

Date 5/21/20 Signed Text
Cathy L McClain, MA, LPCCS
Practicum Faculty
Human and Social Services
Southern State community College

Date 5/22/20 Signed 
Chief Administrator (Agency)

Date 5/22/20

Signed Christine Charlton, LISW-S
Site Supervisor(s) - (Agency)

Date 6/9/2020

Signed [Signature]
Approve to form
County Commissioner(s) if applicable

APPROVED AS TO FORM

[Signature]
Adam M. Nice
Asst. Prosecuting Attorney

All signatures above are required.

Agency Name: Mary Haven Youth Center, Warren County Juvenile Court Clinic

Street Address: 900 Memorial Drive

City, State, Zip Code: Lebanon, OH 45036

Contact Person: Christine Charlton, LISW-S, Clinical Director

Telephone Number: 513.695.1688

Fax Number: 513.695.1839

Resolution

Number 20-0791

Adopted Date June 09, 2020

ENTER INTO WATERLINE & APPURTENANCE EASEMENT AGREEMENTS WITH FESTO CORPORATION FOR THE COLUMBIA ROAD WATERMAIN REPLACEMENT

WHEREAS, the Warren County Transportation Improvement District is currently making improvements on Columbia Road near Socialville-Foster Road; and

WHEREAS, as part of these improvements the Warren County Water and Sewer Department is installing a 24-inch water main to replace the failing and undersized 10-inch water main; and

WHEREAS, specifically the following properties have been identified to enter into an easement agreement with the County:

Parcel #	Owner
16-22-386-013	Festo Corporation
16-22-386-014	Festo Corporation
16-22-386-015	Festo Corporation

NOW THEREFORE BE IT RESOLVED, to enter into three easement agreements with Festo Corporation for permanent easements on parcels located along the waterline alignment. Copies of said agreements are attached hereto and made a part hereof.

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Festo Corporation
Easement file
Water/Sewer (file)
Recorder (certified)

Grantor: Festo Corporation
Property Address: Columbia Road, Maineville, OH 45039
Parcel Number: 1622386015
Auditor's Account Number: 1202941

**EASEMENT & AGREEMENT FOR
WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by **Festo Corporation**, whose tax mailing address is 1377 Motor Parkway, Suite 310, Islandia, NY (hereinafter "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter "Grantee").

The Purpose of this Easement & Agreement is for water main operation, maintenance, repair, replacement or removal of water main, or other public utility purposes as may be deemed necessary hereafter by future resolution of Grantee.

WITNESSETH, that Grantor for and in consideration of fourteen thousand one hundred and eighty-one one Dollar (\$5,318.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements in, on, over, under, through, across and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof.

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- 1) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property;
and,
- 2) none.

The permanent easement being granted herein is part of a parcel located in the City of Mason, Warren County, Ohio, consisting of 6.9861 acres, and being the same premises described in a deed recorded in O.R. Vol. 100, Page 16 of the Official Records of the Warren County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

The said permanent easement shall be subject to the following rights, restrictions, covenants, and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, a waterline and all necessary related above and below ground appurtenances thereto necessary to the operation thereof, together with the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the above described permanent easement which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or repairs of said waterline and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein.
2. The right of the Grantee, its employees or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under, through, across and above the said permanent easement as may be necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement and removal thereafter. In event it is necessary for the Grantee to re-enter upon the permanent easement area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than existed prior to Grantee re-entering onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.
3. The Grantee shall have a permanent right of entry in, on, over, under, through, across and above the permanent easement area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration of said waterline and all necessary related above and below ground appurtenances, and such route of access shall be

the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.

4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the above described permanent easement. However, Grantor shall have the right to use the land within the limits of said permanent easement in a manner not inconsistent with the rights conveyed to the Grantee.

The permanent easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity, unless otherwise provided herein.

Grantor shall have the right to repurchase the permanent easement interest for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase; (ii) the Grantor fails to repurchase within sixty (60) days after the Grantee offers the easement interest for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

Grantor acknowledges it received and reviewed an appraisal or appraisal summary of the real estate in compliance with Ohio Rev. Code § 163.04.

Grantor covenants with Grantee, its successors and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, and it has good right and full power to grant the easements rights provided for herein, and will defend the same against all others in favor of Grantee.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed

in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes hereunder shall exclusively be the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of this Agreement in any other state or federal court.

GRANTOR:

IN EXECUTION WHEREOF, TIMO HENZE the duly authorized CFO of Festo Corporation, has set his/her hands to this instrument on the date stated below, in accordance with a corporate resolution, consent action, vote of its directors or officers, or as otherwise authorized by Grantor's articles of incorporation, constitution or by-laws.

GRANTOR:

SIGNATURE: _____

PRINTED NAME: TIMO HENZE

TITLE: CFO

DATE: 2/28/2020

STATE OF NEW YORK, COUNTY OF SUFFOLK, ss:

BE IT REMEMBERED, that on the 18th day of February, 2020, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be TIMO HENZE, whose title is CFO, of **Festo Corporation** whose name is subscribed hereto and he (she) executed the forgoing instrument, and acknowledged the signing and execution of said instrument is his (her) free and voluntary act and deed as its authorized representative for the uses and purposes stated in this instrument.

Notary Public: _____

My Commission Expires: 11/17/2021

[SEAL]

MICHELE A. NOCERINO
Notary Public, State of New York
No. 01NO5088202
Qualified in Suffolk County
Commission Expires November 17, 2021

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by ~~David G. Young~~, its President, on the date stated below, pursuant to Resolution Number Tom Grossmann Vice 6/4/2020, dated 6/9/2020.
20-0791

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

Signature: [Signature]

Printed Name: Tom Grossmann

Title: Vice President

Date: 6/9/2020

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 9 day of June, 2020, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be ~~David G. Young~~, whose title is **President** of the **Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed.



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

Notary Public: [Signature]
My Commission Expires: 12/26/2022

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

[Signature]
By: Assistant Prosecutor Adam Nice
Date: 6/2/2020



CINCINNATI
COLUMBUS
DAYTON
LOUISVILLE

6219 Centre Park Drive
West Chester, OH 45069
phone ► 513.779.7851
fax ► 513.779.7852
www.kleingers.com

EXHIBIT A

Legal Description Waterline Easement

Situated in Section 22, Town 4, Range 2, BTM, City of Mason, Warren County, Ohio and being part of Lot 3A of Festo Corporation Subdivision as recorded in P.B. 100 Pg.16, the boundary of a Waterline Easement being more particularly described as follows:

Beginning at the northeast corner of Lot 2A of said Festo Corporation Subdivision;

Thence along the north line of said Lot 2A, N76°53'32"W a distance of 8.68 feet;

Thence through said Lot 3A, the following three (3) courses:

1. N01°21'40"E a distance of 489.32 feet;
2. N88°38'20"W a distance of 4.50 feet;
3. N01°21'40"E a distance of 240.43 feet to a point in the south line of a 0.746 acre parcel of land conveyed to Rita Handorf in O.R. 4340 Pg. 804;

Thence along said south line, N89°24'17"E a distance of 13.01 feet to a point in the west right of way line of Columbia Road;

Thence along said west right of way line, S01°21'40"W a distance of 731.96 feet to the Point of Beginning.

Containing 0.168 acres, more or less.

Bearings are based on the west line of Columbia Road being N01°21'40"E per P.B. 23 Pg. 13.



NOTES

1. BEARINGS ARE BASED ON THE WEST LINE OF COLUMBIA ROAD BEING N01°21'40"E AS PER P.B. 23 PG. 13.



LOT 2A
FESTO CORPORATION
SUBDIVISION
P.B. 100 PG. 16

LOT 3A
FESTO CORPORATION
SUBDIVISION
P.B. 100 PG. 16

PROPOSED WATERLINE
EASEMENT
0.168 ACRES

N76°53'32"W
8.68'

N01°21'40"E 489.32'

P.B. 91 PG. 17

CORP. LINE CITY OF MASON
DEERFIELD TOWNSHIP

S01°21'40"W 731.96'



P.O.B.

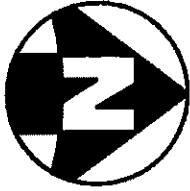
COLUMBIA ROAD
(R/W VARIES)

P.B. 23 PG. 13
P.B. 72 PG. 56

SEE PAGE 2
H:\2018\180166\003_DWG\180166VEA003 - FESTO WATERLINE EASEMENTS.dwg, 12/20/2019 10:24:48 AM, jbell

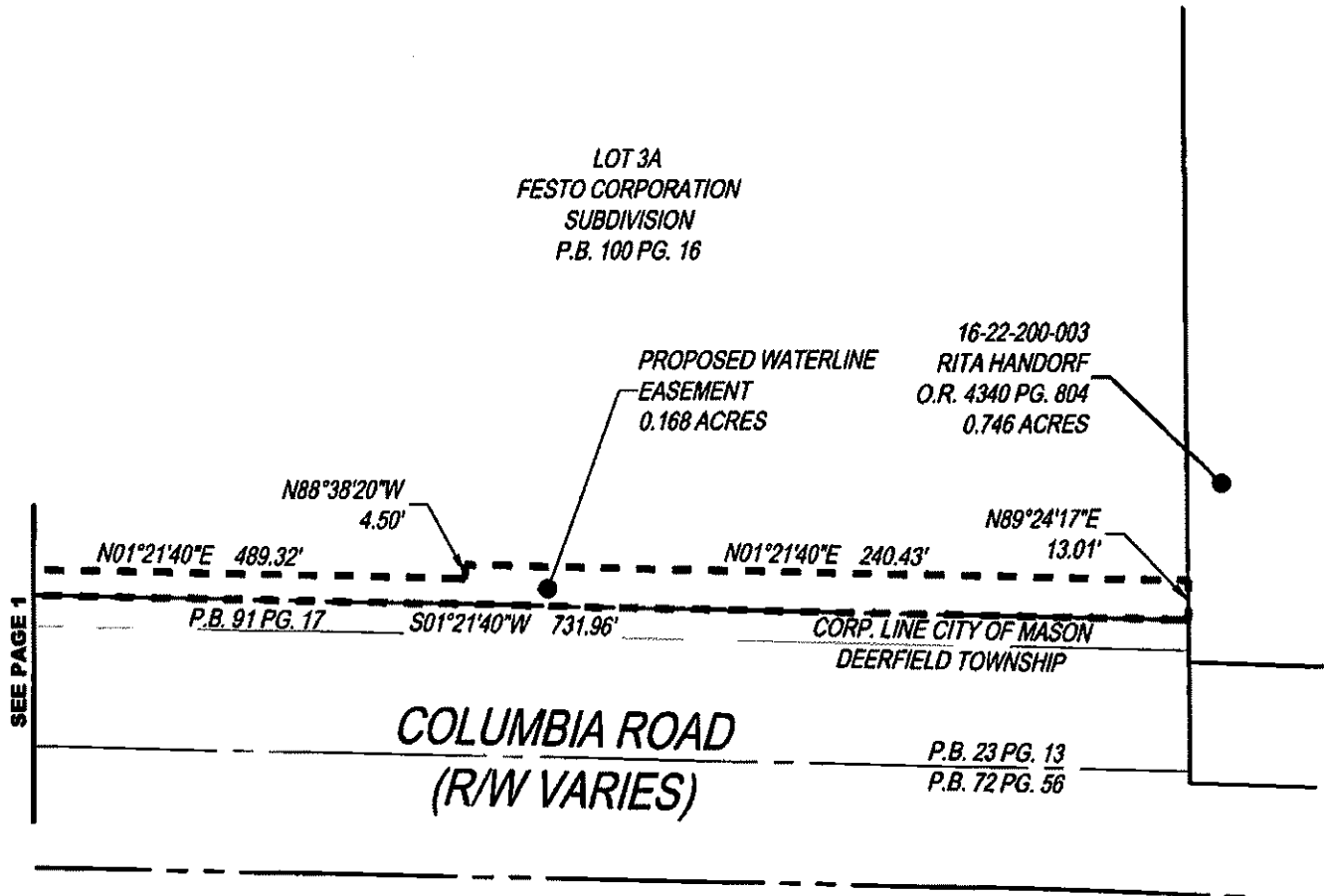
EXHIBIT B

 <p>THE KLEINGERS GROUP</p>	<p>CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE www.kleingers.com</p> <p>6219 Centre Park Dr. West Chester OH 45069 513 779 7851</p>	<p>WATERLINE EASEMENT</p> <p>SECTION 22, TOWN 4, RANGE 2, BTM CITY OF MASON WARREN COUNTY, OHIO</p>		<p>PROJECT NO: 180166VEA003</p>
		<p>DATE: 09-19-2019</p>		<p>SCALE: 1" = 60'</p> 
		<p>SHEET NO. 1 OF 2</p>		



NOTES



1. BEARINGS ARE BASED ON THE WEST LINE OF COLUMBIA ROAD BEING N01°21'40"E AS PER P.B. 23 PG. 13.



SEE PAGE 1

H:\2018\180166\0031_DWG\180166VEA003 - FESTO WATERLINE EASEMENTS.dwg, 12/20/2019 10:24:50 AM, jbel

EXHIBIT B

 <p>THE KLEINGERS GROUP</p> <p>CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE www.kleingers.com</p> <p>6219 Centre Park Dr. West Chester, OH 45069 513.779.7851</p>	<p>WATERLINE EASEMENT</p> <p>SECTION 22, TOWN 4, RANGE 2, BTM CITY OF MASON WARREN COUNTY, OHIO</p>	<p>PROJECT NO: 180166VEA003</p>
		<p>DATE: 09-19-2019</p>
		<p>SCALE: 1" = 60'</p> 
		<p>SHEET NO. 2 OF 2</p>

Grantor: Festo Corporation
Property Address: 7777 Columbia Road, Maineville, OH
45039
Parcel Number: 1622386014
Auditor's Account Number: 1202940

**EASEMENT & AGREEMENT FOR
WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by **Festo Corporation**, whose tax mailing address is 1377 Motor Parkway, Suite 310, Islandia, NY (hereinafter "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter "Grantee").

The Purpose of this Easement & Agreement is for water main operation, maintenance, repair, replacement or removal of water main, or other public utility purposes as may be deemed necessary hereafter by future resolution of Grantee.

WITNESSETH, that Grantor for and in consideration of fourteen thousand one hundred and eighty-one one Dollar (\$14,181.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements in, on, over, under, through, across and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof.

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- 1) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property;
and,

2) none.

The permanent easement being granted herein is part of a parcel located in the City of Mason, Warren County, Ohio, consisting of 31.4387 acres, and being the same premises described in a deed recorded in O.R. Vol. 100, Page 16 of the Official Records of the Warren County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

The said permanent easement shall be subject to the following rights, restrictions, covenants, and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, a waterline and all necessary related above and below ground appurtenances thereto necessary to the operation thereof, together with the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the above described permanent easement which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or repairs of said waterline and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein.

2. The right of the Grantee, its employees or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under, through, across and above the said permanent easement as may be necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement and removal thereafter. In event it is necessary for the Grantee to re-enter upon the permanent easement area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than existed prior to Grantee re-entering onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.

3. The Grantee shall have a permanent right of entry in, on, over, under, through, across and above the permanent easement area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration of said waterline and all

necessary related above and below ground appurtenances, and such route of access shall be the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.

4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the above described permanent easement. However, Grantor shall have the right to use the land within the limits of said permanent easement in a manner not inconsistent with the rights conveyed to the Grantee.

The permanent easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity, unless otherwise provided herein.

Grantor shall have the right to repurchase the permanent easement interest for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase; (ii) the Grantor fails to repurchase within sixty (60) days after the Grantee offers the easement interest for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

Grantor acknowledges it received and reviewed an appraisal of the real estate in compliance with Ohio Rev. Code § 163.04.

Grantor covenants with Grantee, its successors and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, and it has good right and full power to grant the easements rights provided for herein, and will defend the same against all others in favor of Grantee.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective

unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes hereunder shall exclusively be the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of this Agreement in any other state or federal court.

GRANTOR:

IN EXECUTION WHEREOF, TIMO HENZE the duly authorized
CFO of Festo Corporation, has set his/her hands to this instrument on
the date stated below, in accordance with a corporate resolution, consent action, vote of its
directors or officers, or as otherwise authorized by Grantor's articles of incorporation,
constitution or by-laws.

GRANTOR:

SIGNATURE: 

PRINTED NAME: TIMO HENZE

TITLE: CFO

DATE: 2/18/2020

STATE OF NEW YORK, COUNTY OF SUFFOLK, ss:

BE IT REMEMBERED, that on the 18th day of February, 2020, before me, the
subscriber, a Notary Public, in and for said County and State, personally appeared the person
known or proven to me to be TIMO HENZE, whose title is CFO, of
Festo Corporation whose name is subscribed hereto and he (she) executed the forgoing
instrument, and acknowledged the signing and execution of said instrument is his (her) free and
voluntary act and deed as its authorized representative for the uses and purposes stated in this
instrument.

[SEAL]

Notary Public: 

My Commission Expires: 11/17/2021

MICHELE A. NOCERINO
Notary Public, State of New York
No. 01NO5088202

Qualified in Suffolk County
Commission Expires November 17, 2021

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by ~~David G. Young~~, its President, on the date stated below, pursuant to Resolution Number Tom Grossmann Vice 20-0791, dated 6/9/2020

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

Signature: [Handwritten Signature]

Printed Name: Tom Grossmann

Title: Vice President

Date: 6/9/2020

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 9 day of June, 2020, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be ~~David G. Young~~, whose title is **President of the Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed.



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

Notary Public: [Handwritten Signature]
My Commission Expires: 12/26/2022

Approved as to form by:

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

[Handwritten Signature]
By: Assistant Prosecutor Adam Nice
Date: 6/2/2020



CINCINNATI
COLUMBUS
DAYTON
LOUISVILLE

6219 Centre Park Drive
West Chester, OH 45069
phone ► 513.779.7851
fax ► 513.779.7852
www.kleingers.com

EXHIBIT A

Legal Description Waterline Easement

Situated in Section 22, Town 4, Range 2, BTM, City of Mason, Warren County, Ohio and being part of Lot 2A of Festo Corporation Subdivision as recorded in P.B. 100 Pg.16, the boundary of a Waterline Easement being more particularly described as follows:

Beginning at the northeast corner of Lot 1A of said Festo Corporation Subdivision;

Thence along the north line of said Lot 1A, N76°53'32"W a distance of 8.51 feet;

Thence through said Lot 2A, the following fifteen (15) courses:

1. N16°13'47"E a distance of 511.23 feet;
2. N73°46'13"W a distance of 2.00 feet;
3. N16°13'47"E a distance of 55.59 feet;
4. N03°03'57"W a distance of 13.62 feet;
5. N16°13'47"E a distance of 130.66 feet;
6. S73°46'13"E a distance of 2.00 feet;
7. N16°13'47"E a distance of 88.94 feet;
8. N15°44'37"E a distance of 94.92 feet;
9. N37°45'28"E a distance of 14.85 feet;
10. N16°12'22"E a distance of 350.29 feet;
11. N01°21'40"E a distance of 468.19 feet;
12. N88°38'20"W a distance of 5.00 feet;
13. N01°21'40"E a distance of 38.28 feet;
14. S88°38'20"E a distance of 5.00 feet;
15. N01°21'40"E a distance of 284.30 feet to a point in the south line of Lot 3A of the aforesaid Festo Corporation Subdivision;

Thence along said south line, S76°53'32"E a distance of 8.68 feet to a point in the west right of way line of Columbia Road;

Thence along said west right of way line, S01°21'40"W a distance of 790.12 feet;

Thence continuing, S16°13'47"W a distance of 1258.95 feet to the Point of Beginning.

Containing 0.448 acres, more or less.

Bearings are based on the west line of Columbia Road being N01°21'40"E per P.B. 23 Pg. 13.



NOTES

1. BEARINGS ARE BASED ON THE WEST LINE OF COLUMBIA ROAD BEING N01°21'40"E AS PER P.B. 23 PG. 13.



LOT 1A
FESTO CORPORATION
SUBDIVISION
P.B. 100 PG. 16

LOT 2A
FESTO CORPORATION
SUBDIVISION
P.B. 100 PG. 16

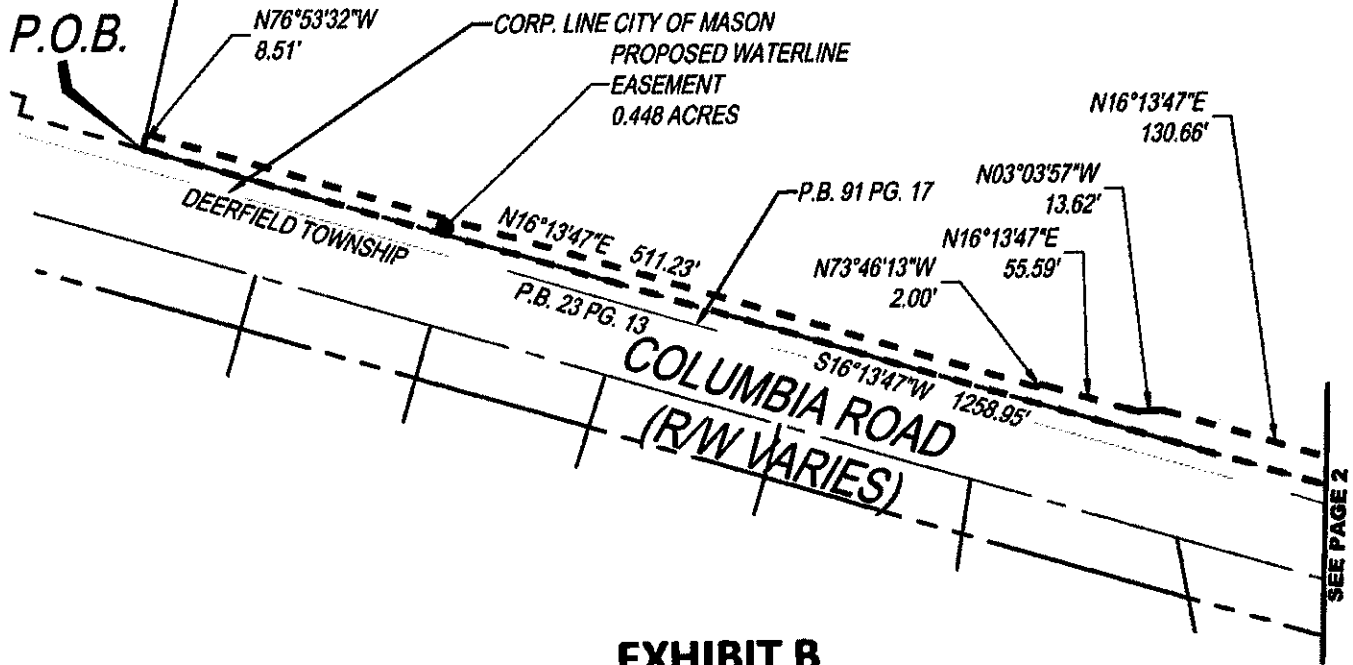


EXHIBIT B

<p>THE KLEINGERS GROUP</p> <p>CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE www.kleingers.com</p> <p>6219 Centre Park Dr. West Chester, OH 45069 613.779.7651</p>	<p>WATERLINE EASEMENT</p> <p>SECTION 22, TOWN 4, RANGE 2, BTM CITY OF MASON WARREN COUNTY, OHIO</p>	PROJECT NO: 180166VEA003
		DATE: 09-19-2019
		SCALE: 1" = 100'
		SHEET NO. 1 OF 3

H:\2018\180166\003_DWG\180166VEA003 - FESTO WATERLINE EASEMENTS.dwg, 12/20/2019 10:24:45 AM, jbel



NOTES

1. BEARINGS ARE BASED ON THE WEST LINE OF COLUMBIA ROAD BEING N01°21'40"E AS PER P.B. 23 PG. 13.



LOT 2A
FESTO CORPORATION
SUBDIVISION
P.B. 100 PG. 16

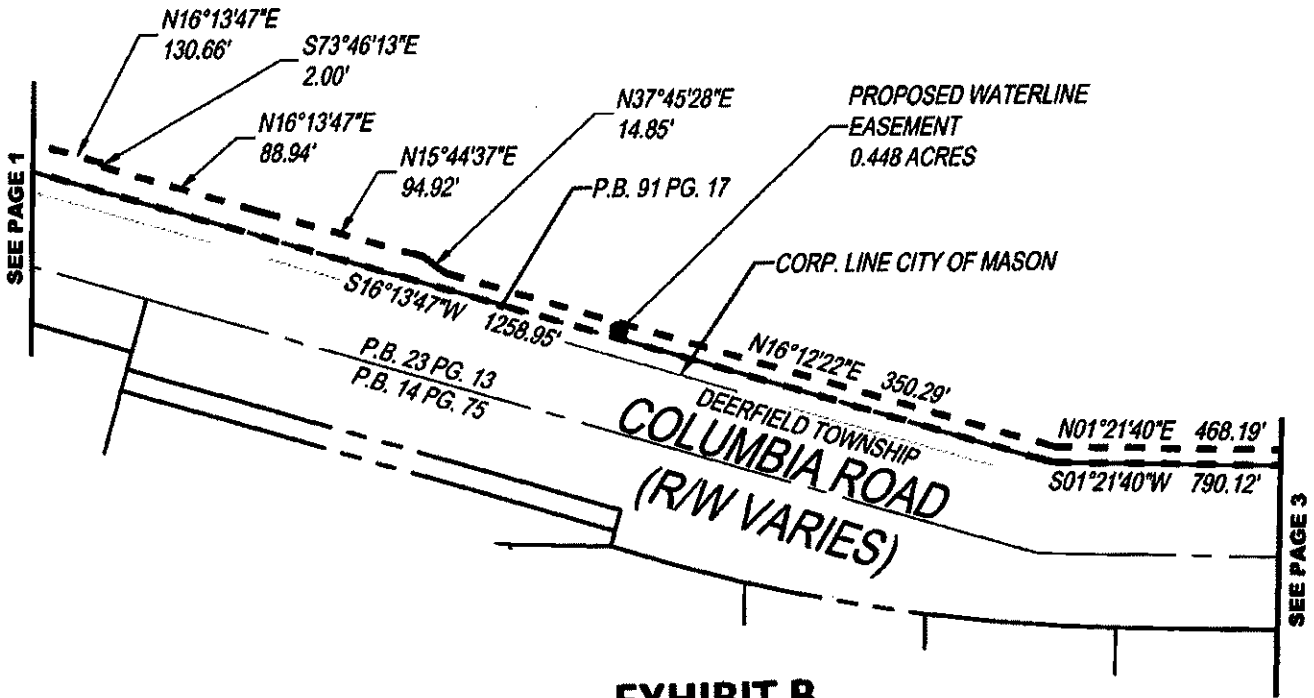


EXHIBIT B

<p>THE KLEINGERS GROUP</p>	<p>CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE www.kleingers.com 6219 Centre Park Dr. West Chester, OH 45069 513.779.7851</p>	<p>WATERLINE EASEMENT</p> <p>SECTION 22, TOWN 4, RANGE 2, BTM CITY OF MASON WARREN COUNTY, OHIO</p>		<p>PROJECT NO: 180166VEA003</p>
		<p>DATE: 09-19-2019</p>		<p>SCALE: 1" = 100'</p>
		<p>SHEET NO.</p> <p style="font-size: 2em; font-weight: bold; text-align: center;">2 OF 3</p>		<p>H:\2018\180166\003\DWG\180166VEA003 - FESTO WATERLINE EASEMENTS.dwg, 12/20/2019 10:24:46 AM, jbell</p>



NOTES

1. BEARINGS ARE BASED ON THE WEST LINE OF COLUMBIA ROAD BEING N01°21'40"E AS PER P.B. 23 PG. 13.



LOT 2A
FESTO CORPORATION
SUBDIVISION
P.B. 100 PG. 16

LOT 3A
FESTO CORPORATION
SUBDIVISION
P.B. 100 PG. 16

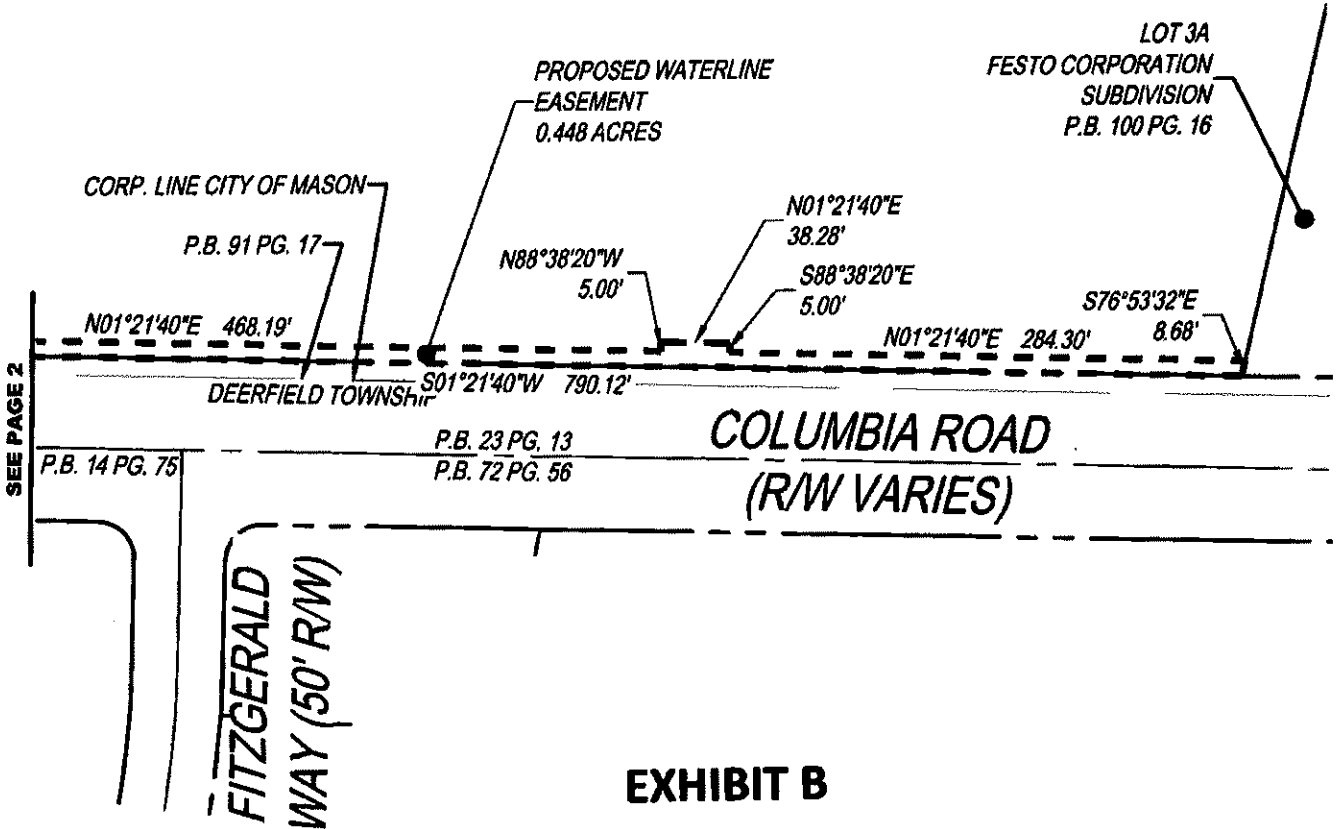




EXHIBIT B

 <p>THE KLEINGERS GROUP</p>	<p>CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE www.kleingers.com 8219 Centre Park Dr. West Chester OH 45389 513 779 7851</p>	<p>WATERLINE EASEMENT</p> <p>SECTION 22, TOWN 4, RANGE 2, BTM CITY OF MASON WARREN COUNTY, OHIO</p>		<p>PROJECT NO: 180166VEA003</p>	
		<p>DATE: 09-19-2019</p>		<p>SCALE: 1" = 100'</p> 	
		<p>SHEET NO. 3 OF 3</p>		<p>H:\2018\180166\003_DWG\180166VEA003 - FESTO WATERLINE EASEMENTS.dwg, 12/20/2019 10:24:47 AM, jdel</p>	

1A

Grantor: Festo Corporation
Property Address: 7777 Columbia Road, Maineville, OH
45039
Parcel Number: 1622386013
Auditor's Account Number: 1202939

**EASEMENT & AGREEMENT FOR
WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by **Festo Corporation**, whose tax mailing address is 1377 Motor Parkway, Suite 310, Islandia, NY (hereinafter "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter "Grantee").

The Purpose of this Easement & Agreement is for water main operation, maintenance, repair, replacement or removal of water main, or other public utility purposes as may be deemed necessary hereafter by future resolution of Grantee.

WITNESSETH, that Grantor for and in consideration of six-hundred and zero dollars (\$601.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements in, on, over, under, through, across and above certain real estate owned by Grantor as described in Exhibit "1A", "2A", and "3A" and as illustrated in Exhibit "1B", "2B", and "3B" attached hereto and made a part hereof.

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- 1) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property;
and,

2) none.

The permanent easement being granted herein is part of a parcel located in the City of Mason, Warren County, Ohio, consisting of 5.7983 acres, and being the same premises described in a plat recorded in O.R. Vol. 100, Page 16 of the Official Records of the Warren County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "1A", "2A", and "3A" and as illustrated in Exhibit "1B", "2B", and "3B".

The said permanent easements shall be subject to the following rights, restrictions, covenants, and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, a waterline and all necessary related above and below ground appurtenances thereto necessary to the operation thereof, together with the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the above described permanent easement which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or repairs of said waterline and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein.

2. The right of the Grantee, its employees or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under, through, across and above the said permanent easement as may be necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement and removal thereafter. In event it is necessary for the Grantee to re-enter upon the permanent easement area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than existed prior to Grantee re-entering onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.

3. The Grantee shall have a permanent right of entry in, on, over, under, through, across and above the permanent easements area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration of said waterline and all

necessary related above and below ground appurtenances, and such route of access shall be the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.

4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the above described permanent easements. However, Grantor shall have the right to use the land within the limits of said permanent easement in a manner not inconsistent with the rights conveyed to the Grantee.

The permanent easements granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity, unless otherwise provided herein.

Grantor shall have the right to repurchase the permanent easements interest for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase; (ii) the Grantor fails to repurchase within sixty (60) days after the Grantee offers the easement interest for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

Grantor acknowledges its right to an appraisal of the real estate in compliance with Ohio Rev. Code § 163.04, but waives its right to said appraisal.

Grantor covenants with Grantee, its successors and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, and it has good right and full power to grant the easements rights provided for herein, and will defend the same against all others in favor of Grantee.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective

unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes hereunder shall exclusively be the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of this Agreement in any other state or federal court.

GRANTOR:

IN EXECUTION WHEREOF, TIMO HENZE the duly authorized CFO of Festo Corporation, has set his/her hands to this instrument on the date stated below, in accordance with a corporate resolution, consent action, vote of its directors or officers, or as otherwise authorized by Grantor's articles of incorporation, constitution or by-laws.

GRANTOR:

SIGNATURE: 

PRINTED NAME: TIMO HENZE

TITLE: CFO

DATE: 2/18/2020

STATE OF NEW YORK, COUNTY OF SUFFOLK, ss:

BE IT REMEMBERED, that on the 18th day of February, 2020, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be TIMO HENZE, whose title is CFO, of **Festo Corporation** whose name is subscribed hereto and he (she) executed the forgoing instrument, and acknowledged the signing and execution of said instrument is his (her) free and voluntary act and deed as its authorized representative for the uses and purposes stated in this instrument.

Notary Public: 

My Commission Expires: 11/17/2021

[SEAL]

MICHELE A. NOCERINO
Notary Public, State of New York
No. 01NO5088202
Qualified in Suffolk County
Commission Expires November 17, 2021

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by ~~David G. Young~~ its President, on the date stated below, pursuant to Resolution Number Tom Grossman Vice 20-0791, dated 6/4/2020

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

Signature: [Handwritten Signature]

Printed Name: Tom Grossman

Title: Vice President

Date: 6/9/2020

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 9 day of June, 2020, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be ~~David G. Young~~ Tom Grossman Vice whose title is **President of the Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and acting in such official capacity, did acknowledge the signing thereof to be his or her



DAVID LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

Notary Public: [Handwritten Signature]
My Commission Expires: 12/26/2022

Approved as to form by:

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

[Handwritten Signature]
By: Assistant Prosecutor Adam Nice
Date: 6/2/2020



CINCINNATI
COLUMBUS
DAYTON
LOUISVILLE

6219 Centre Park Drive
West Chester, OH 45069
phone ► 513.779.7851
fax ► 513.779.7852
www.kleingers.com

EXHIBIT 1A

Legal Description Waterline Easement

Situated in Section 22, Town 4, Range 2, BTM, City of Mason, Warren County, Ohio and being part of Lot 1A of Festo Corporation Subdivision as recorded in P.B. 100 Pg.16, the boundary of a Waterline Easement being more particularly described as follows:

Beginning at the southwest corner of said Lot 1A;

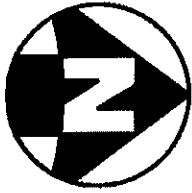
Thence along the east right of way line of Interstate 71, along a curve to the left, an arc distance of 6.91 feet, said curve having a radius of 12427.67 feet, a central angle of 0°01'55" and a chord bearing N18°52'33"E a distance of 6.91 feet;

Thence through said Lot 1A, S57°48'35"E a distance of 16.39 feet to a point in the aforesaid north right of way line of Socialville-Foster Road;

Thence along said north right of way line, N82°14'24"W a distance of 16.25 feet to the Point of Beginning.

Containing 0.001 acres, more or less.

Bearings are based on the west line of Columbia Road being N01°21'40"E per P.B. 23 Pg. 13.



NOTES

1. BEARINGS ARE BASED ON THE WEST LINE OF COLUMBIA ROAD BEING N01°21'40"E AS PER P.B. 23 PG. 13.

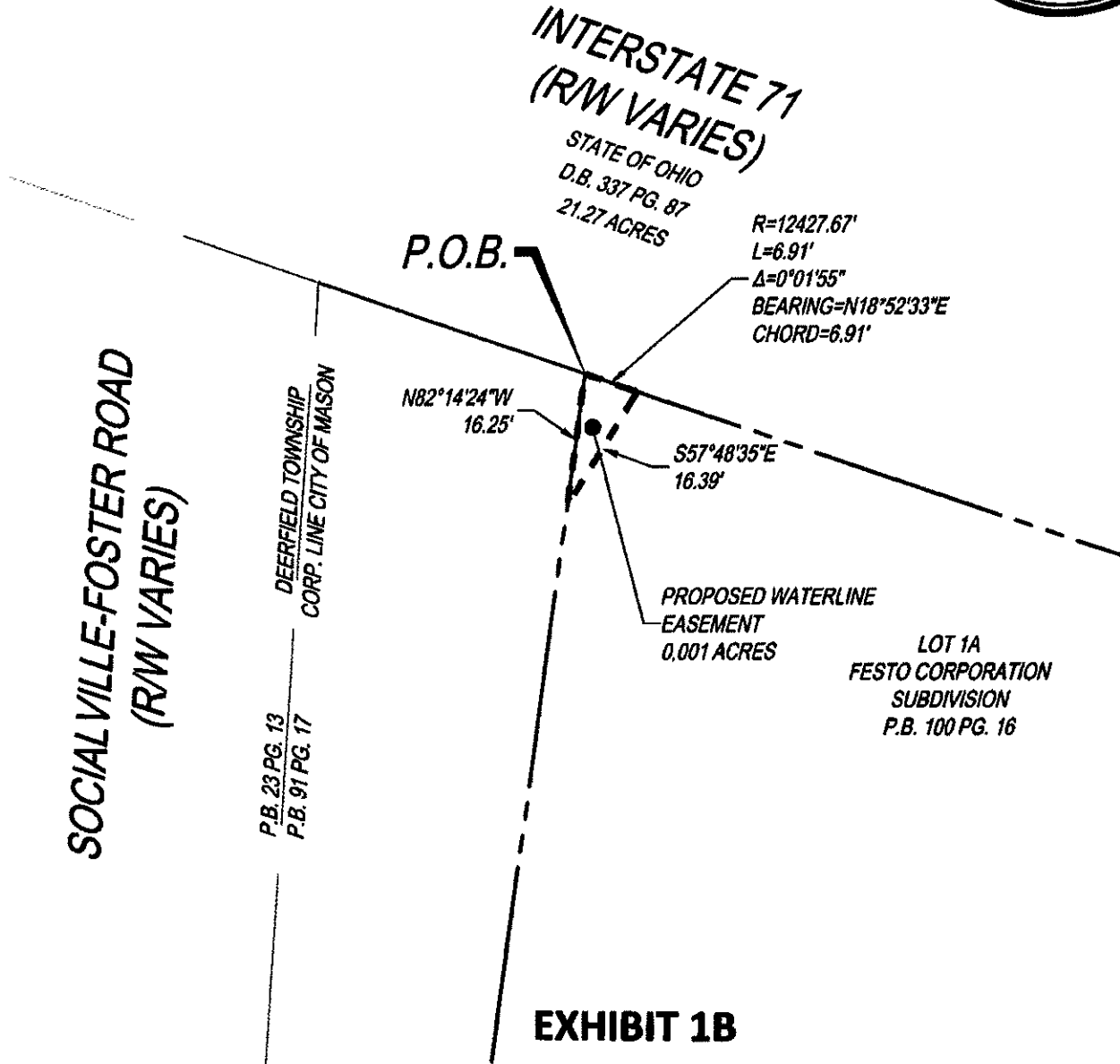


EXHIBIT 1B

<p>THE KLEINGERS GROUP</p> <p>CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE www.kleingers.com 8219 Centre Park Dr. West Chester, OH 45089 513.779.7851</p>	<p>WATERLINE EASEMENT</p> <p>SECTION 22, TOWN 4, RANGE 2, BTM CITY OF MASON WARREN COUNTY, OHIO</p>	PROJECT NO: 180166VEA003
		DATE: 09-19-2019
		SCALE: 1" = 20'
		SHEET NO. 1 OF 1



CINCINNATI
COLUMBUS
DAYTON
LOUISVILLE

6219 Centre Park Drive
West Chester, OH 45069
phone ► 513.779.7851
fax ► 513.779.7852
www.kleingers.com

EXHIBIT 2A

Legal Description Waterline Easement

Situated in Section 22, Town 4, Range 2, BTM, City of Mason, Warren County, Ohio and being part of Lot 1A of Festo Corporation Subdivision as recorded in P.B. 100 Pg.16, the boundary of a Waterline Easement being more particularly described as follows:

Beginning at the intersection of the north right of way line of Socialville-Foster Road with west right of way line of Columbia Road;

Thence along said north right of way line, S88°29'09"W a distance of 18.50 feet;

Thence through said Lot 1A, N65°59'09"E a distance of 47.18 feet to a point in the aforesaid west right of way line of Columbia Road;

Thence along said west right of way line, S52°44'44"W a distance of 30.91 feet to the Point of Beginning.

Containing 0.004 acres, more or less.

Bearings are based on the west line of Columbia Road being N01°21'40"E per P.B. 23 Pg. 13.

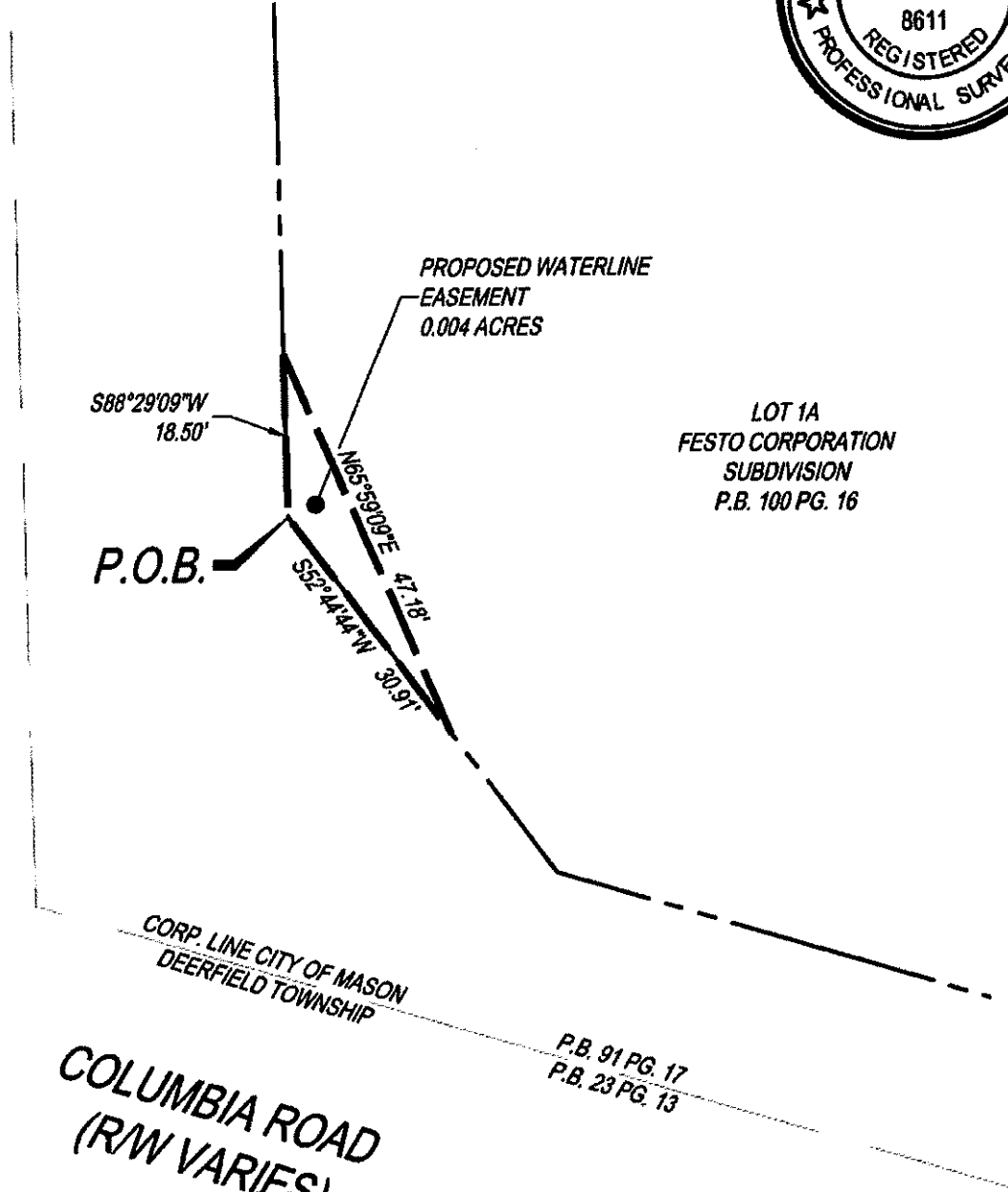


NOTES

1. BEARINGS ARE BASED ON THE WEST LINE OF COLUMBIA ROAD BEING N01°21'40"E AS PER P.B. 23 PG. 13.



SOCIAL VILLE-FOSTER ROAD
(R/W VARIES)





CORP. LINE CITY OF MASON
DEERFIELD TOWNSHIP
P.B. 91 PG. 17
P.B. 23 PG. 13

COLUMBIA ROAD
(R/W VARIES)

EXHIBIT 2B

H:\2018\180166\003_DWG\180166VEA003 - FESTO WATERLINE EASEMENTS.dwg, 12/20/2019 10:24:43 AM, jbell

 <p>THE KLEINGERS GROUP</p>	<p>CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE www.kleingers.com</p> <p>6219 Centre Park Dr. West Chester, OH 45069 513.778.7851</p>	<p>WATERLINE EASEMENT</p> <p>SECTION 22, TOWN 4, RANGE 2, BTM CITY OF MASON WARREN COUNTY, OHIO</p>		<p>PROJECT NO: 180166VEA003</p>	
		<p>DATE: 09-19-2019</p>		<p>SCALE: 1" = 20'</p> 	
		<p>SHEET NO.</p>		<p>1 OF 1</p>	
		<p>0 10 20 40</p>			



CINCINNATI
COLUMBUS
DAYTON
LOUISVILLE

6219 Centre Park Drive
West Chester, OH 45069
phone ► 513.779.7851
fax ► 513.779.7852
www.kleingers.com

EXHIBIT 3A

Legal Description Waterline Easement

Situated in Section 22, Town 4, Range 2, BTM, City of Mason, Warren County, Ohio and being part of Lot 1A of Festo Corporation Subdivision as recorded in P.B. 100 Pg.16, the boundary of a Waterline Easement being more particularly described as follows:

Beginning at a northeast corner of said Lot 1A;

Thence along the west right of way line of Columbia Road, S16°13'47"W a distance of 69.87 feet;

Thence continuing, N73°46'13"W a distance of 8.50 feet;

Thence through said Lot 1A, N16°13'47"E a distance of 69.41 feet to a point in the south line of Lot 2A of said Festo Corporation Subdivision;

Thence along said south line, S76°53'32"E a distance of 8.51 feet to the Point of Beginning.

Containing 0.014 acres, more or less.

Bearings are based on the west line of Columbia Road being N01°21'40"E per P.B. 23 Pg. 13.



NOTES

1. BEARINGS ARE BASED ON THE WEST LINE OF COLUMBIA ROAD BEING N01°21'40"E AS PER P.B. 23 PG. 13.

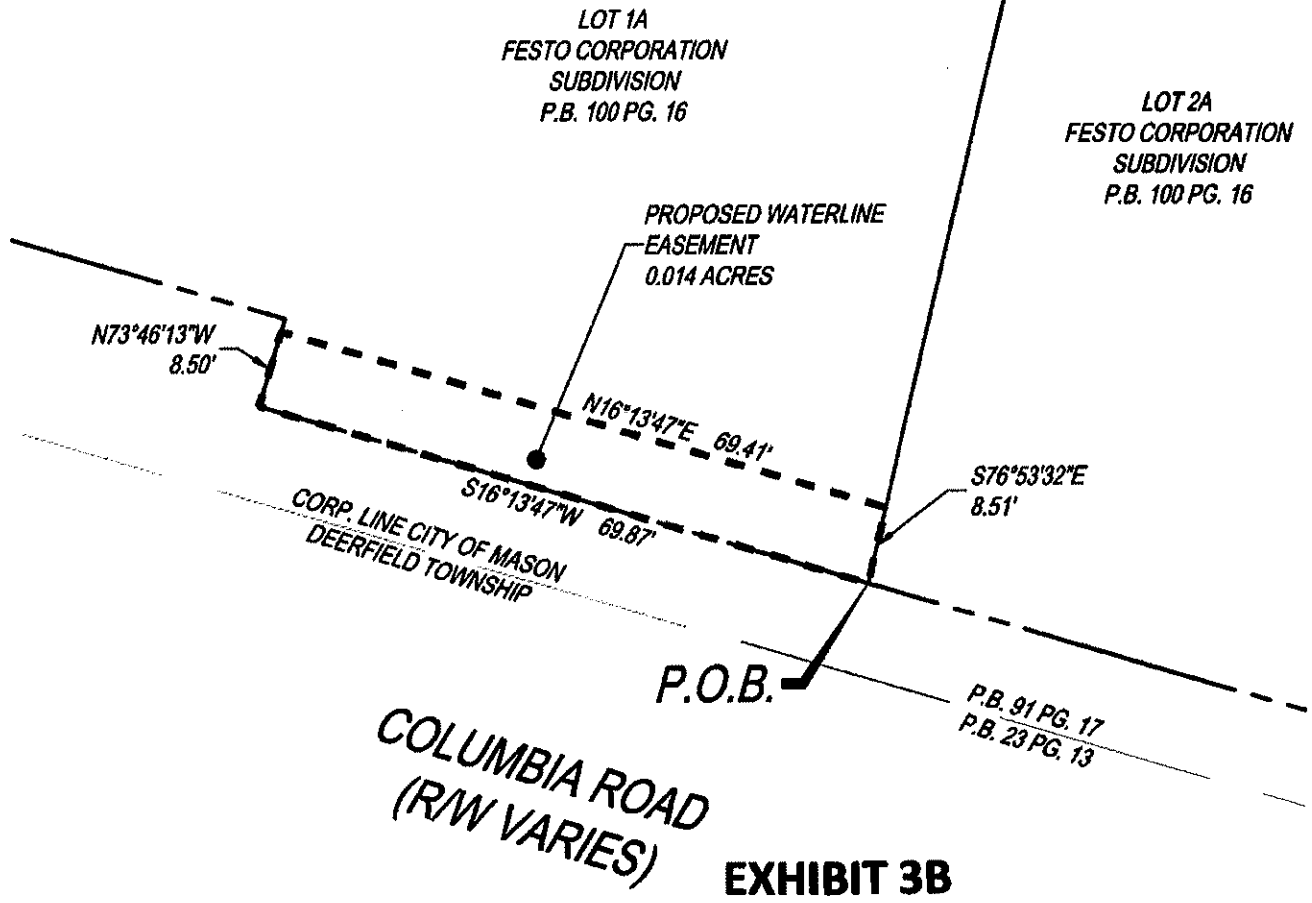


EXHIBIT 3B

<p>THE KLEINGERS GROUP</p>	<p>CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE www.kleingers.com</p> <p>6219 Centro Park Dr. West Chester, OH 45069 513.779.7851</p>	<p>PROJECT NO: 180166VEA003</p>	
		<p>DATE: 09-19-2019</p>	
<p>WATERLINE EASEMENT</p> <p>SECTION 22, TOWN 4, RANGE 2, BTM CITY OF MASON WARREN COUNTY, OHIO</p>		<p>SCALE: 1" = 20'</p>	
		<p>SHEET NO.</p> <p>1 OF 1</p>	

H:\2018\180166\003\DWG\180166VEA003 - FESTO WATERLINE EASEMENTS.dwg, 12/20/2019 10:24:44 AM, jbell



CINCINNATI
COLUMBUS
DAYTON
LOUISVILLE

6219 Centre Park Drive
West Chester, OH 45069
phone ► 513.779.7851
fax ► 513.779.7852
www.kleingers.com

EXHIBIT 1A

Legal Description Waterline Easement

Situated in Section 22, Town 4, Range 2, BTM, City of Mason, Warren County, Ohio and being part of Lot 1A of Festo Corporation Subdivision as recorded in P.B. 100 Pg.16, the boundary of a Waterline Easement being more particularly described as follows:

Beginning at the southwest corner of said Lot 1A;

Thence along the east right of way line of Interstate 71, along a curve to the left, an arc distance of 6.91 feet, said curve having a radius of 12427.67 feet, a central angle of 0°01'55" and a chord bearing N18°52'33"E a distance of 6.91 feet;

Thence through said Lot 1A, S57°48'35"E a distance of 16.39 feet to a point in the aforesaid north right of way line of Socialville-Foster Road;

Thence along said north right of way line, N82°14'24"W a distance of 16.25 feet to the Point of Beginning.

Containing 0.001 acres, more or less.

Bearings are based on the west line of Columbia Road being N01°21'40"E per P.B. 23 Pg. 13.



NOTES

1. BEARINGS ARE BASED ON THE WEST LINE OF COLUMBIA ROAD BEING N01°21'40"E AS PER P.B. 23 PG. 13.

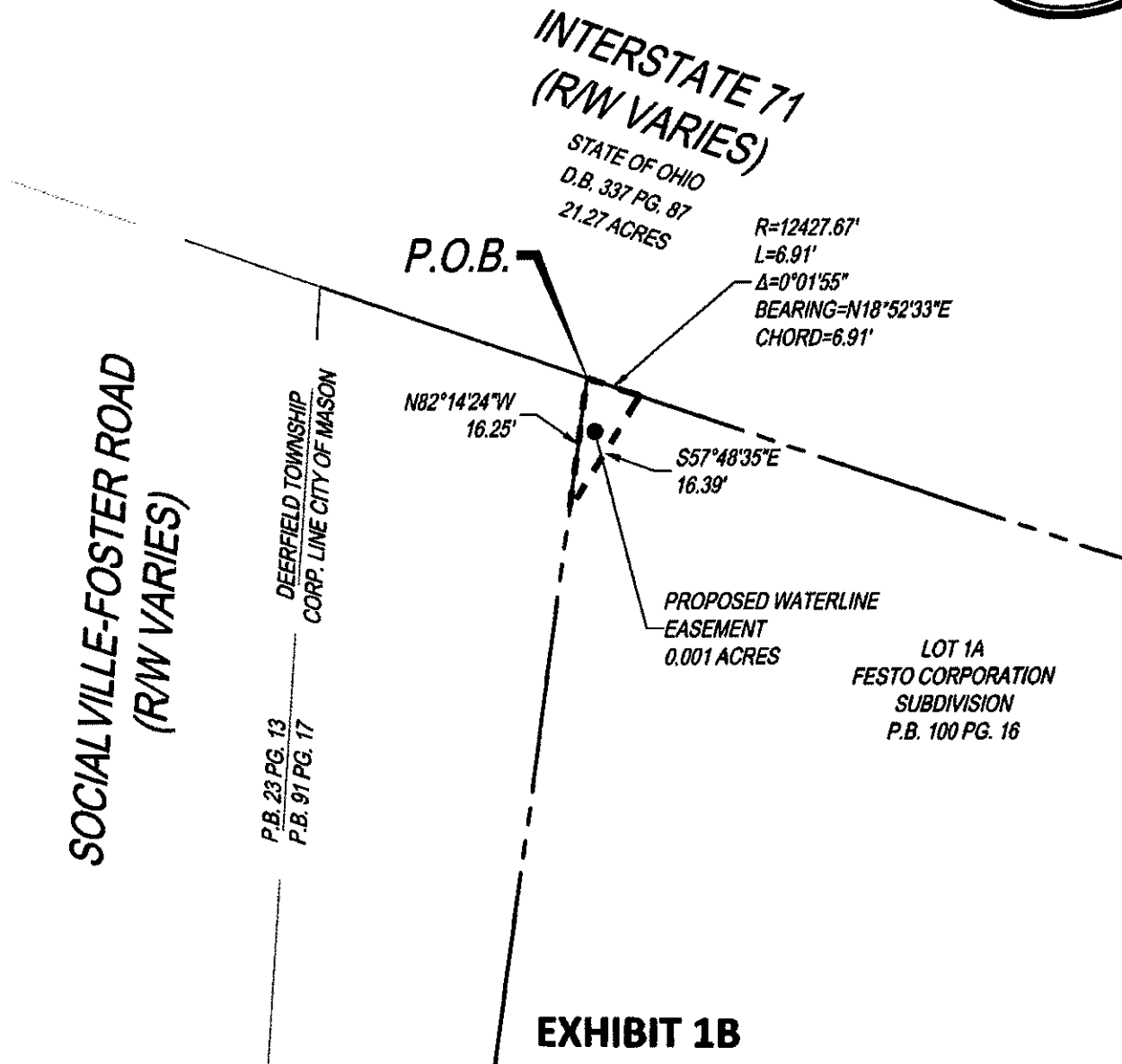


EXHIBIT 1B

H:\2018\180166\003_DWG\180166VEA003 - FESTO WATERLINE EASEMENTS.dwg, 12/20/2019 10:24:42 AM, jbel

 THE KLEINGERS GROUP	CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE www.kleingers.com	WATERLINE EASEMENT SECTION 22, TOWN 4, RANGE 2, BTM CITY OF MASON WARREN COUNTY, OHIO	PROJECT NO: 180166VEA003
	8219 Centre Park Dr. West Chester, OH 45069 513.779.7851		DATE: 09-19-2019
	SCALE: 1" = 20'		
	SHEET NO. 1 OF 1		



CINCINNATI
COLUMBUS
DAYTON
LOUISVILLE

6219 Centre Park Drive
West Chester, OH 45069
phone ► 513.779.7851
fax ► 513.779.7852
www.kleingers.com

EXHIBIT 2A

Legal Description Waterline Easement

Situated in Section 22, Town 4, Range 2, BTM, City of Mason, Warren County, Ohio and being part of Lot 1A of Festo Corporation Subdivision as recorded in P.B. 100 Pg.16, the boundary of a Waterline Easement being more particularly described as follows:

Beginning at the intersection of the north right of way line of Socialville-Foster Road with west right of way line of Columbia Road;

Thence along said north right of way line, S88°29'09"W a distance of 18.50 feet;

Thence through said Lot 1A, N65°59'09"E a distance of 47.18 feet to a point in the aforesaid west right of way line of Columbia Road;

Thence along said west right of way line, S52°44'44"W a distance of 30.91 feet to the Point of Beginning.

Containing 0.004 acres, more or less.

Bearings are based on the west line of Columbia Road being N01°21'40"E per P.B. 23 Pg. 13.

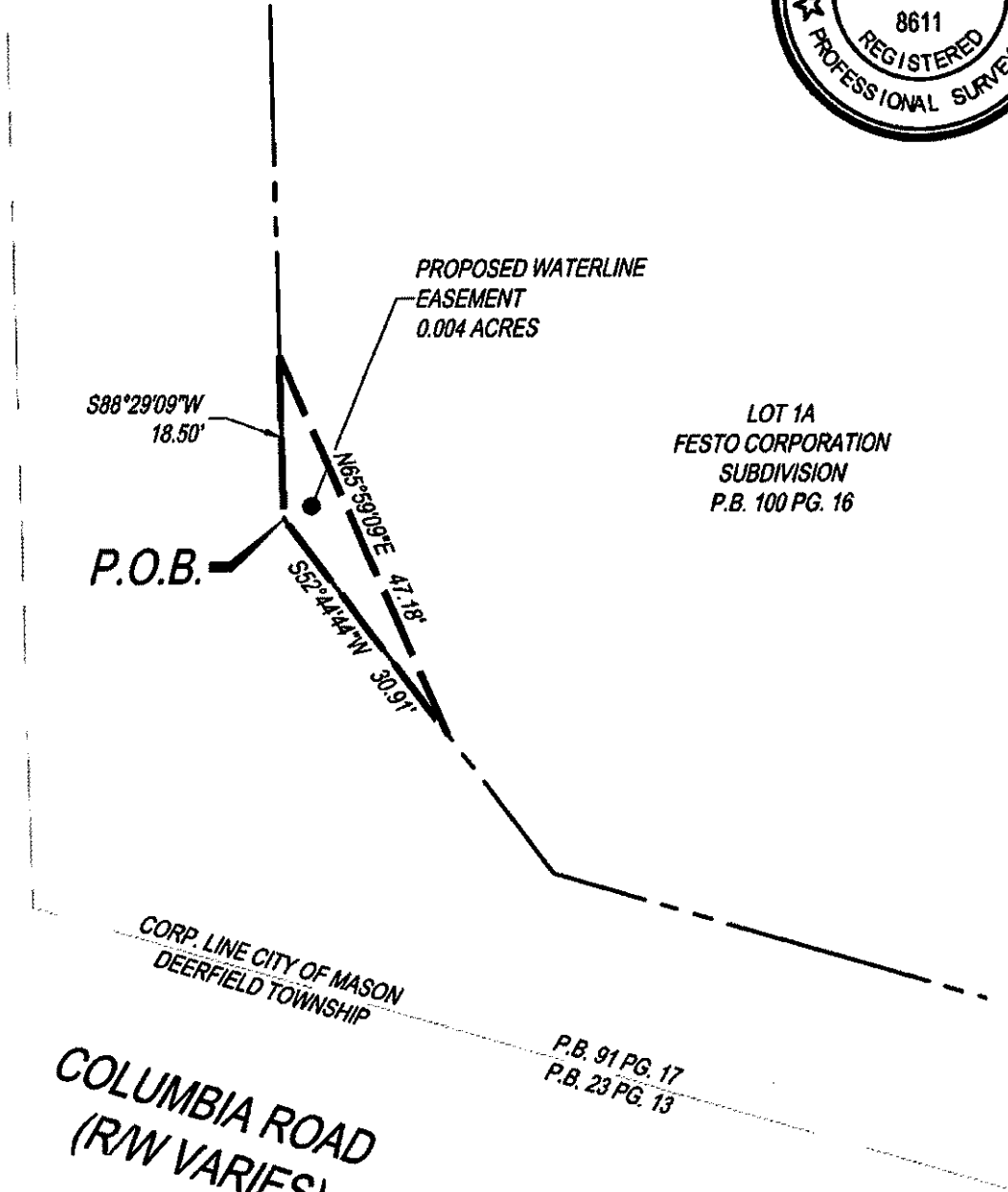


NOTES

1. BEARINGS ARE BASED ON THE WEST LINE OF COLUMBIA ROAD BEING N01°21'40"E AS PER P.B. 23 PG. 13.



SOCIALVILLE-FOSTER ROAD
(RW VARIES)



LOT 1A
FESTO CORPORATION
SUBDIVISION
P.B. 100 PG. 16

COLUMBIA ROAD
(RW VARIES)

CORP. LINE CITY OF MASON
DEERFIELD TOWNSHIP

P.B. 91 PG. 17
P.B. 23 PG. 13

EXHIBIT 2B

<p>THE KLEINGERS GROUP</p> <p>CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE www.kleingers.com</p> <p>6219 Contra Park Dr. West Chester, OH 45069 513.779.7851</p>	<p>WATERLINE EASEMENT</p> <p>SECTION 22, TOWN 4, RANGE 2, BTM CITY OF MASON WARREN COUNTY, OHIO</p>	PROJECT NO: 180166VEA003
		DATE: 09-19-2019
		SCALE: 1" = 20'
		SHEET NO. 1 OF 1



CINCINNATI
COLUMBUS
DAYTON
LOUISVILLE

6219 Centre Park Drive
West Chester, OH 45069
phone ► 513.779.7851
fax ► 513.779.7852
www.kleingers.com

EXHIBIT 3A

Legal Description Waterline Easement

Situated in Section 22, Town 4, Range 2, BTM, City of Mason, Warren County, Ohio and being part of Lot 1A of Festo Corporation Subdivision as recorded in P.B. 100 Pg.16, the boundary of a Waterline Easement being more particularly described as follows:

Beginning at a northeast corner of said Lot 1A;

Thence along the west right of way line of Columbia Road, S16°13'47"W a distance of 69.87 feet;

Thence continuing, N73°46'13"W a distance of 8.50 feet;

Thence through said Lot 1A, N16°13'47"E a distance of 69.41 feet to a point in the south line of Lot 2A of said Festo Corporation Subdivision;

Thence along said south line, S76°53'32"E a distance of 8.51 feet to the Point of Beginning.

Containing 0.014 acres, more or less.

Bearings are based on the west line of Columbia Road being N01°21'40"E per P.B. 23 Pg. 13.



NOTES

1. BEARINGS ARE BASED ON THE WEST LINE OF COLUMBIA ROAD BEING N01°21'40"E AS PER P.B. 23 PG. 13.

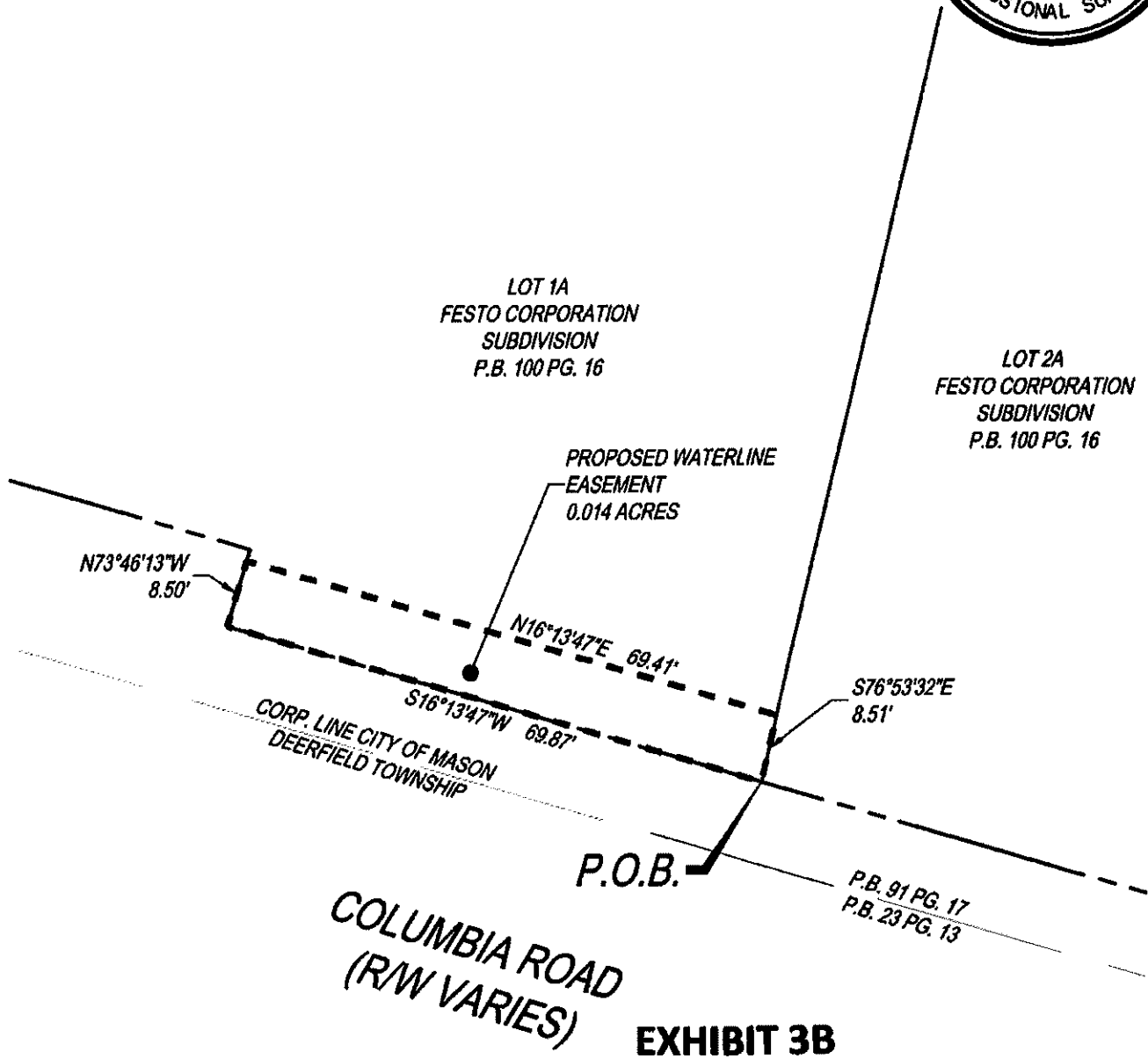


EXHIBIT 3B

<p>THE KLEINGERS GROUP</p> <p>CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE www.kleingers.com</p> <p>6219 Centre Park Dr. West Chester, OH 45069 513.779.7851</p>	<p>WATERLINE EASEMENT</p> <p>SECTION 22, TOWN 4, RANGE 2, 8TH CITY OF MASON WARREN COUNTY, OHIO</p>	PROJECT NO: 180166VEA003
		DATE: 09-19-2019
		SCALE: 1" = 20'
		SHEET NO. 1 OF 1

H:\2018\180166\0031_DWG\180166VEA003 - FESTO WATERLINE EASEMENTS.dwg, 12/20/2019 10:24:44 AM, jbell

Resolution

Number 20-0792

Adopted Date June 09, 2020

ISSUE REQUEST FOR ENGINEERING QUALIFICATIONS FOR THE PROCUREMENT OF PROFESSIONAL ENGINEERING SERVICES RELATED TO THE FOSTER LIFT STATION AND GRAVITY SEWER IMPROVEMENTS PROJECT

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

WHEREAS, the Warren County Board of County Commissioners recognizes the need for improvements in the Fosters Sanitary Sewer Lift Station; and

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

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

NOW THEREFORE BE IT RESOLVED, that the Sanitary Engineer is hereby authorized and directed to issue the enclosed public notice, for the procurement of engineering services for the Fosters Lift Station and Gravity Sewer Improvements Project in accordance with applicable sections of the Ohio Revised Code.

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
Project File

Resolution

Number 20-0793

Adopted Date JUNE 2, 2020

ISSUE REQUEST FOR ENGINEERING QUALIFICATIONS FOR THE PROCUREMENT OF PROFESSIONAL ENGINEERING SERVICES RELATED TO THE HUNTER SEWER SYSTEM IMPROVEMENTS PROJECT

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

WHEREAS, the Warren County Board of County Commissioners recognizes the need for improvements in the sanitary sewer collection system located in the unincorporated area of Hunter; and

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

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

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

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
Project File

Resolution

Number 20-0794

Adopted Date June 09, 2020

APPOINT COMMITTEE TO REVIEW ENGINEERING QUALIFICATIONS FOR THE PROCUREMENT OF PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE FOSTERS LIFT STATION AND GRAVITY SEWER IMPROVEMENTS PROJECT AND THE HUNTER SEWER SYSTEM IMPROVEMENTS PROJECT

WHEREAS, Section 153.65-71 of the Ohio Revised Code and the current version of section II (C) of the Warren County Procurement Policy identifies the requirements and procedures for procuring the services of a consulting engineering firm for the development of studies, plans, specifications, and bid documents; and

WHEREAS, with the adoption of Resolutions No. 20-0792 and No. 20-0793 on June 9, 2020 the Warren County Board of County Commissioners approved the issuance of two request for qualifications to interested consulting firms for the development of detailed construction plans, specifications, and surveying services for the construction of sewer improvements for the Fosters Lift Station and Gravity Sewer Improvements Project and the Hunter Sewer System Improvements Project; and

WHEREAS, at 4:00 PM, Wednesday, July 15, 2020 the Water & Sewer Department will receive sealed qualification submittals for the aforementioned projects; and

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

WHEREAS, the County Sanitary Engineer recommends said committee be comprised of the Superintendent of Sewer Collections, the Sewer Collection Foremen, the Deputy Sanitary Engineer, Sanitary Engineer, and Water & Sewer Staff Engineer; and

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

NOW THEREFORE BE IT RESOLVED, to accept the County Sanitary Engineer's recommendation and appoint the committee comprised of the aforementioned members to review engineering qualifications for the procurement of professional engineering services for the Fosters Lift Station and Gravity Sewer Improvements Project and the Hunter Sewer System Improvements Project.

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
Project File

Resolution

Number 20-0795

Adopted Date June 09, 2020

APPROVE NOTICE OF INTENT TO AWARD BID TO BUILDING CRAFTS, INC. FOR THE RAR WATER TREATMENT PLANT MEMBRANE SOFTENING UPGRADES PROJECT

WHEREAS, bids were closed at 2:00 p.m., June 2, 2020, and the bids received were opened and read aloud for the RAR Water Treatment Plan Membrane Softening Upgrades Project and the results are on file in the Commissioners Office; and

WHEREAS, upon review of such bids by Chris Wojnicz, Warren County Deputy Sanitary Engineer, Building Crafts, Inc., has been determined to be the lowest and best bidder;

NOW THEREFORE BE IT RESOLVED, upon recommendation of Chris Wojnicz, that it is the intent of this Board to award the bid to Building Crafts, Inc., 2 Rosewood Drive, Wilder, Kentucky, for a total bid price of \$22,063,000.00; and


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

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

M
M
M

Resolution adopted this 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KH

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 20-0796

Adopted Date June 09, 2020

APPROVE NOTICE OF INTENT TO AWARD BID TO AERO-MARK, INC. FOR THE 2020 STRIPING PROJECT

WHEREAS, bids were closed at 9:00 a.m., June 2, 2020, and the bids received were opened and read aloud for the 2020 Striping 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, Aero-Mark, Inc., has been determined to be the lowest and best bidder;

NOW THEREFORE BE IT RESOLVED, upon recommendation of Neil F. Tunison, that it is the intent of this Board to award the bid to Aero-Mark, Inc., 10423 Danner Drive, Streetsboro, Ohio, for a total bid price of \$158,909.86; and

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

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: Engineer (file)
OMB Bid file

Resolution

Number 20-0797

Adopted Date June 09, 2020

APPROVE EMERGENCY REPAIR SEWER LATERAL WITHIN PUBLIC RIGHT OF WAY
ON MARVINS LANE

WHEREAS, the Warren County Sewer Department was notified of a blockage in a sewer caused
by a collapsed pipe within the public right of way; and

WHEREAS, the repair is critical and time sensitive to both maintain the safety and health of the
customers sanitary lines; and

WHEREAS, the method of repair is not able to be done by crews of the sewer department; and

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. XXXXXX with Tele-
Vac Environmental in the amount \$2,000 for both the repairs.

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

caw

cc: Auditor
Water/Sewer (file)

Resolution

Number 20-0798

Adopted Date June 09, 2020

APPROVE AND AUTHORIZE THE VICE PRESIDENT OF THE BOARD TO SIGN A SATISFACTION OF MORTGAGE FOR ANNE KEEBER

WHEREAS, Anne Keeber, received a Deferred Loan for the Purchase of Property through the Community Housing Improvement Program grant; and

WHEREAS, the Deferred Loan for said Down Payment assistance has been fully paid and satisfied by Anne Keeber; and

NOW THEREFORE BE IT RESOLVED, to authorize the Vice President of the Board to sign a Satisfaction of Mortgage for Anne Keeber, on the real estate known as 1177 Promenade Drive, Lebanon, Ohio 45036.

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp


cc c/a—Keeber, Anne
Anne Keeber
OGA (file)

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT the Warren County Board of Commissioners does hereby certify, that a certain Mortgage Deed, dated the 23rd day of February, 2006, recorded on the 28th day of February, 2006, in Record of Mortgages, Book 4126 Pages 960-963, in the Office of the Recorder of Warren County, Ohio, executed by **Anne Keeber**, unmarried, to the Warren County Board of Commissioners on the following real estate, known as 1177 Promenade Drive, Lebanon, Ohio 45036, and legally described in Exhibit "A", attached hereto and made a part hereof, has been **paid and fully satisfied**, and the Recorder is authorized to **discharge** the same of record.

In Testimony Whereof, the said Warren County Board of Commissioners by David G. Young, President, acting in his official capacity, has hereunto set his hand this 9th day of June, 2020, A.D.

Signed and Acknowledged
In the Presence of


Signature of Witness
Laura K. Lander
Printed Name of Witness


Warren County Board of Commissioners


David G. Young, President
Tom Grossmann, Vice President

State of Ohio
County of Warren, ss:

Be It Remembered, That on this 9th day of June, 2020, A.D., before me, the subscriber, a Notary Public in and for said County, personally came the above named ~~David G. Young~~, President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in his official capacity, to be his voluntary act and deed, for uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.


Notary Public

This instrument prepared by Warren County, Ohio



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

EXHIBIT "A"
Legal Description
Warren County

Sidwell No. 08-01-171-016

Situated in Section One, Town 3, Range 4 MRS, City of Lebanon, County of Warren, State of Ohio and being Lot Number 7869 in the Revere's Run Section Eight, as recorded in Plat Book 69, Pages 43-44 of the Plat Records of Warren County, Ohio.

Prior Instruments of Record: Book 4126, Pages 960-963

Resolution

Number 20-0799

Adopted Date June 09, 2020

AUTHORIZE PUBLICATION OF NOTICE #2 TO PUBLIC OF PROPOSAL TO CONSTRUCT IN A FLOODPLAIN RELATIVE TO THE FISCAL YEAR 2020 MORROW – PHEGLEY PARK COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

BE IT RESOLVED, to authorize and direct the Clerk to publish a Notice #2 to Public of Proposal to Construct in a Floodplain relative to the Fiscal Year 2020 Morrow – Phegley Park Community Development Block Grant Project; said publication to appear in The Today's Pulse newspaper on June 14, 2020.

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: OGA (file)

Resolution

Number 20-0800

Adopted Date June 09, 2020

AUTHORIZE POSTING OF NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS IN COUNTY ADMINISTRATION BUILDING FOR FY2020 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 June 5, 2020 for ten consecutive days for the following FY2020 Community Development Block Grant projects:

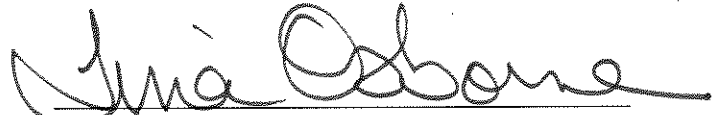
- FY20 Franklin Township Grandview Project
- FY20 Lebanon Road Repair Project
- FY20 South Lebanon-Union Township Project
- FY20 Morrow – Phegley Park Project
- FY20 Harveysburg Community Center Project

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: OGA (file)

Resolution

Number 20-0801

Adopted Date June 09, 2020

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO SIGN REQUESTS FOR RELEASE OF FUNDS AND CERTIFICATION, FORM 7015.15 AS IT RELATES TO ENVIRONMENTAL REVIEWS FOR FY2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS

BE IT RESOLVED, to approve and authorize the President and/or Vice President of this Board to sign Requests for Release of Funds and Certifications, Form 7015.15, as it relates to the environmental reviews for the following Community Development Block Grant projects:

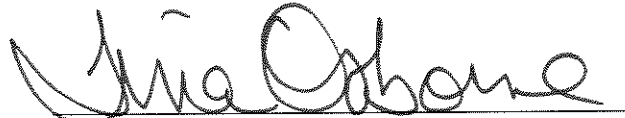
- FY20 Franklin Township Grandview Project
- FY20 Lebanon Road Repair Project
- FY20 South Lebanon-Union Township Project
- FY20 Morrow – Phegley Park Project
- FY20 Harveysburg Community Center Project

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a—HUD
OGA (file)
HUD

Request for Release of Funds and Certification

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

OMB No. 2506-0087
(exp. 10/31/2014)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) Community Development Block Grant	2. HUD/State Identification Number B-20UC390009	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s) 14.218	5. Name and address of responsible entity Warren County Grants Administration 406 Justice Drive Lebanon, OH 45065	
6. For information about this request, contact (name & phone number) Susanne Mason 513-695-1210	7. Name and address of recipient (if different than responsible entity) same	
8. HUD or State Agency and office unit to receive request US Dept of HUD - Columbus Field Office		

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s) FY20 Morrow - Phegley Park Project	10. Location (Street address, city, county, State) Center & Main Street, Morrow, OH 45152
---	---

11. Program Activity/Project Description

Replace playground, upgrade basketball court, upgrade restroom

Part 2. Environmental Certification (to be completed by responsible entity)

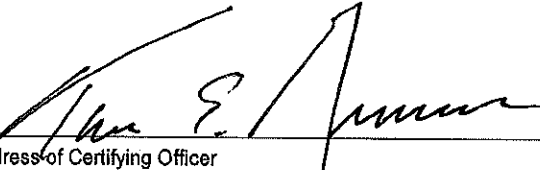
With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did did not require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

X 
Address of Certifying Officer

Title of Certifying Officer

Vice President, Board of County Commissioners

Date signed

6/9/2020

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

X

Title of Authorized Officer

Date signed

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-0802

Adopted Date June 09, 2020

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 6/2/20 and 6/4/20 as attached hereto and made a part hereof.

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor ✓

Resolution

Number 20-0803

Adopted Date June 09, 2020

APPROVE BOND RELEASE FOR DEERFIELD SPRINGS RETIREMENT COMMUNITY LLC FOR COMPLETION OF IMPROVEMENTS IN DEERFIELD SPRINGS SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Deerfield Springs
Developer	:	Deerfield Springs Retirement Community LLC
Township	:	Deerfield
Amount	:	\$58,337.50
Surety Company	:	First Merchants Bank LOC#3458946

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
Surety Co.
Soil & Water (file)
Bond Agreement file

Resolution

Number 20-0804

Adopted Date June 09, 2020

APPROVE BOND RELEASE FOR VWC HOLDINGS, LTD FOR COMPLETION OF IMPROVEMENTS IN THE VILLAGES OF WINDING CREEK, THE BOULEVARDS, SECTION 7 SITUATED IN CLEARCREEK TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	The Villages of Winding Creek, The Boulevards, Section 7
Developer	:	VWC Holdings, LTD
Township	:	Clearcreek
Amount	:	\$16,222.60
Surety Company	:	Old Fort Banking Co. (LOC10137278)

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
Surety Co.
Soil & Water (file)
Bond Agreement file

Resolution

Number 20-0805

Adopted Date June 09, 2020

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN HUDSON HILLS, SECTION 3, BLOCK "D" SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

SECURITY AGREEMENT


Bond Number	: 20-009 (P/S)
Development	: Hudson Hills, Section 3, Block "D"
Developer	: M/I Homes of Cincinnati, LLC
Township	: Deerfield
Amount	: \$181,254.40
Surety Company	: Capitol Indemnity Corporation (ERL1900423)

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
Surety Company
Engineer (file)
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

**STREETS AND APPURTENANCES
(Including Sidewalks)**

Security Agreement No.

Bond #ERL1900423 20-009 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between M/I Homes of Cincinnati, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Capitol Indemnity Corporation (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Hudson Hills Subdivision, Section/Phase 3, BLOCK 5 (hereinafter the "Subdivision") situated in Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$393,779.73, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$139,426.46; and,

WHEREAS, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$181,254.40 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within One (1) years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$78,755.95 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer
105 Markey Road
Lebanon, OH 45036
Ph. (513) 695-3336

C. To the Developer:

M/I Homes of Cincinnati, LLC

9349 Waterstone Blvd., Suite 100

Cincinnati, OH 45249

Ph. (513) 248 - 5400

D. To the Surety:

Capitol Indemnity Corporation
P O Box 5900
Madison, WI 53705
Ph. (800) 475 -4450

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. All parties are obligated to give notice of any change of address.

14. The security to be provided herein shall be by:

 Certified check or cashier's check (attached) (CHECK # _____)

 Original Letter of Credit (attached) (LETTER OF CREDIT # _____)

 Original Escrow Letter (attached)

XX Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a power of attorney attached evidencing such authorized signature).

 Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.


16. In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER:

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: Mark Kirkendall

TITLE: VP of Housing

DATE: 5/22/20

SURETY:

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: Denise Nelson

TITLE: Attorney-In-Fact

DATE: May 20, 2020

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the ^{Vice} President of the Board, on the date stated below, pursuant to Board Resolution Number 20-0805, dated 6/9/2020.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

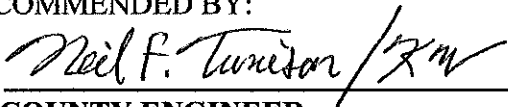
SIGNATURE: 

PRINTED NAME: Tom Grossmann

Vice
TITLE: President

DATE: 6/9/2020

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

ERL1900423

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

RYAN BURKE; JULIEANN JOHNSTON; DENISE NELSON; KATHLEEN A. VANSOVICH

MICHAEL WARD; DEBORAH L. WILLIAMS; STEPHANIE MCQUILLEN

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

RJ Byrnes
Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer
Suzanne M Broadbent
Suzanne M. Broadbent
Assistant Secretary

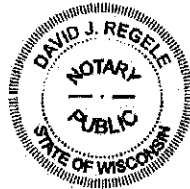


CAPITOL INDEMNITY CORPORATION

John L. Sennott, Jr.
John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 20th day of May 2020



Andrew B. Diaz-Matos
Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

Resolution

Number 20-0806

Adopted Date June 09, 2020

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN HUDSON HILLS, SECTION 3, BLOCK "D", SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT


Bond Number	:	20-010 (W/S)
Development	:	Hudson Hills, Section 3, Block "D",
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$27,658.97
Surety Company	:	Capitol Indemnity Corporation (ERL 1900453))

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

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

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

WATER AND/OR SANITARY SEWER

Security Agreement No.

Bond #ERL1900453 20-010 (W/S)

This Agreement made and concluded at Lebanon, Ohio, by and between _____
M/I Homes of Cincinnati, LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Capitol Indemnity Corporation (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Hudson Hills
Subdivision, Section/Phase 3, Block 3 (hereinafter the "Subdivision") situated in
Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$276,589.75,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
Zero (\$0); and,

WHEREAS, the County Commissioners have determined to require all developers to post security
in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved
Improvements to secure the performance of the construction of uncompleted or unapproved Improvements
in accordance with Warren County subdivision regulations and to require all Developers to post security in
the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the
Improvements and their tentative acceptance by the County Commissioners to secure the performance of
all maintenance upon the Improvements as may be required between the completion and tentative
acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum
of Zero (\$0) to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County subdivision
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within One (1) years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$27,658.97 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department
Attn: Sanitary Engineer
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1380

C. To the Developer:

M/I Homes of Cincinnati, LLC

9349 Waterstone Blvd., Suite 100

Cincinnati, OH 45249

Ph. (513) 248 - 5400

D. To the Surety:

Capitol Indemnity Corporation

P O Box 5900

Madison, WI 53705

Ph. (800) 475 -4450

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

 Certified check or cashier's check (attached) (**CHECK #** _____)

 Original Letter of Credit (attached) (**LETTER OF CREDIT #** _____)

 Original Escrow Letter (attached)

 X **Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

 Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

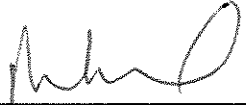
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER:

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: 


PRINTED NAME: Mark Kirkendall

TITLE: VP of Housing

DATE: 5/22/20

SURETY:

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: Denise Nelson

TITLE: Attorney-In-Fact

DATE: May 20, 2020

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 20-0806, dated 6/9/2020

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

TITLE: Vice President

DATE: 6/9/2020

RECOMMENDED BY:

By: [Signature]
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
COUNTY PROSECUTOR

Key:

- 1. Name of Developer
- 2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
- 3. Name of subdivision with section number and phase number where applicable
- 4. Name of Township

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

ERL1900453

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----- RYAN BURKE; JULIEANN JOHNSTON; DENISE NELSON; KATHLEEN A. VANSOVICH-----
----- MICHAEL WARD; DEBORAH L. WILLIAMS; STEPHANIE MCQUILLEN-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

RJB
Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer
Suzanne M Broadbent
Suzanne M. Broadbent
Assistant Secretary

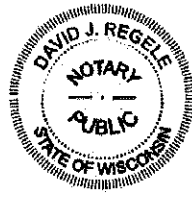


CAPITOL INDEMNITY CORPORATION

John L. Sennott, Jr.
John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 20th day of May, 2020



Andrew B. Diaz-Matos
Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

Resolution

Number 20-0807

Adopted Date June 09, 2020

APPROVE VARIOUS RECORD PLATS

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

- Hudson Hills, Section 3, Block "D" – Deerfield Township
- Riddle Subdivision, Section 1 – Hamilton Township
- Palmera Apartments, Phase 2 – Deerfield Township

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 20-0808

Adopted Date June 09, 2020

APPROVE AN OPERATIONAL TRANSFER FROM THE MOTOR VEHICLE FUND 2202 INTO THE SOCIALVILLE FOSTERS BRIDGE AND RETAINING WALL PROJECT FUND 4431 AND APPROVE REPAYMENT OF A CASH ADVANCE FROM THE SOCIALVILLE FOSTER BRIDGE AND RETAINING WALL PROJECT INTO THE MOTOR VEHICLE FUND 2202

BE IT RESOLVED, to approve the following operational transfer and cash advance repayment:

Operational Transfer:

\$481,807.24 from 22023130-5997 (Operational Transfer-Out)
into 4431-49000 (Operational Transfer-In)

Repayment of Cash Advance

\$503,015.60 from 4431-45556 (Cash Adv Out-Socialville Fosters Bridge and Retaining Wall Project)
into 2202-45555 (Cash Advance In-Motor Vehicle Fund)

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Cash Advance File
Operational Transfer
Engineer (file)

Resolution

Number 20-0809

Adopted Date June 09, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO WORKFORCE INVESTMENT
FUND #2238

BE IT RESOLVED, to approve the following supplemental appropriation:

\$93,159.08 into #22385800-5410 (WIB – Contracts BOCC Approved);

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App file
Workforce Investment Board (file)

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

Resolution

Number 20-0810

Adopted Date June 09, 2020

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

BE IT RESOLVED, to approve the following supplemental appropriation:

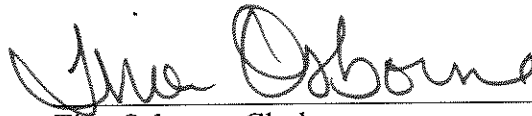
\$ 250.00 into BUDGET-BUDGET 22891228-5210 (Materials Supplies)

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Adjustment file
Common Pleas (file)

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

Resolution

Number 20-0811

Adopted Date June 09, 2020

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

BE IT RESOLVED, to approve the following supplemental adjustment:

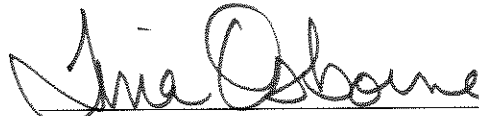
\$ 1,200.00 into BUDGET-BUDGET 22891227-5910 (Other Expenses)

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Adjustment file
Common Pleas (file)

Resolution

Number 20-0812

Adopted Date June 09, 2020

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE COURT FUND #11011240

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Juvenile Court Fund #11011240 in order to process a vacation leave payout for Anne Juergens former employee of Juvenile Court:


\$5,442.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011240-5882	(Juvenile Court - Vacation Leave Payout)

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Juvenile (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-0813

Adopted Date June 09, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN WARREN COUNTY GARAGE
FUND #11011620

BE IT RESOLVED, to approve the following appropriation adjustment:

\$500.00 from #11011620-5114 (Garage Overtime Pay)
 into #11011620-5911 (Non Taxable Meal Fringe)

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adj. file
Garage (file)

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

Resolution

Number 20-0814

Adopted Date June 09, 2020

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

BE IT RESOLVED, to approve the following appropriation adjustment:

\$262.14 from #11012300-5910 (Other Expense)
 into #11012300-5317 (Non Capital Purchase)

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 20-0815

Adopted Date June 09, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment to process a vacation leave payout for former employee of Children Services, Molly Miller:

\$1.00 from #22735100-5102 (Regular Salaries)
 into #22735100-5882 (Accum. Vacation Payout)

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: Auditor
Appropriation Adj. file
Children Services (file)
OMB

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

Resolution

Number 20-0816

Adopted Date June 09, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS DONATION #2288

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 1,000.00 from 22881226-5400 (Purchased Services)
 into 22881226-5911 (Non Taxable Meal Fringe)

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental Adjustment file
Common Pleas (file)

Resolution

Number 20-0817

Adopted Date June 09, 2020

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH WATERCREST AT LANDEN, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN WATERCREST AT LANDEN, SECTION 2 SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

SECURITY AGREEMENT

Bond Number	:	20-010 (P/S)
Development	:	Watercrest at Landen, Section 2
Developer	:	Watercrest at Landen, LLC
Township	:	Deerfield
Amount	:	\$46,964.32
Surety Company	:	Central Bancshares, Inc. Cashier Check # 25188357

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 – abstain
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Developer
OMB – S. Spencer
Engineer (file)
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

20-010(P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Watercrest at Landon, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and _____ (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Watercrest at Landon Subdivision, Section/Phase 2 (3) (hereinafter the "Subdivision") situated in Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is 204,319.80, and that the Improvements that have yet to be completed and approved may be constructed in the sum of 36,126.40; and,

WHEREAS, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of 46,964.32 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of 40,863.96 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer
105 Markey Road
Lebanon, OH 45036
Ph. (513) 695-3336

C. To the Developer:

Watercrest at Landon, LLC
Attn: Greg Berling
3333 Madison Pk. Suite C
Ft. Wright, KY 41017
Ph. (859) 578 - 8500

D. To the Surety:

NA

Ph. (_____) _____ - _____

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

Certified check or cashier's check (attached) (CHECK # 25180357)

____ **Original Letter of Credit** (attached) (LETTER OF CREDIT # _____)

____ **Original Escrow Letter** (attached)

____ **Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

____ **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

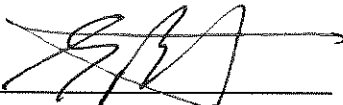
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.

18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER:

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: Greg Berling

TITLE: Member

DATE: 5/15/2020

SURETY:

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: NA - same as developer

PRINTED NAME: _____

TITLE: _____

DATE: _____

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the ^{Vice} President of the Board, on the date stated below, pursuant to Board Resolution Number 20-0817, dated 6/9/2020

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: Vice President

DATE: 6/9/2020

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR Adam Niece

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township



Central Bancshares, Inc.
 Central Bank & Trust
 Central Bank of Jefferson Co.

OFFICIAL CHECK

25188357

73-14/421

WATERCREST AT LANDEN

5/27/2020

P
 AY
 TO THE
 ORDER OF

REMITTER
 WARREN COUNTY COMMISSIONERS

\$

***46,964.32

***Forty Six Thousand Nine Hundred Sixty Four Dollars and Thirty Two Cents

DOLLARS



Drawer: Central Bank & Trust

Cathy Nordman
 AUTHORIZED SIGNATURE

⑈ 25188357⑈ ⑆042100146⑆

05006225⑈

4

Resolution

Number 20-0818

Adopted Date June 09, 2020

APPROVE VARIOUS RECORD PLATS

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

- Watercrest At Landen, Section 2 – Deerfield Township

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 – abstain
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 20-0819

Adopted Date June 09, 2020

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 9th day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Commissioners file

Department	Vendor Name	Description	Amount
ENG	BLANKET	TEMP ENTRANCE FOR OREGONIA RD STREAM ALIGNMENT	\$ 1.00
HUM	WARREN CO CAREER CENTER	WORK ACTIVITIES CLASSES	\$ 35,000.00
WAT	J&J ENVIRONMENTAL	EMERGENCY REPAIR TO SEWER LATERAL MARVINS LANE	\$ 2,000.00
HUM	DAYTON CHILDRENS HOSPITAL	CHILD ADVOCACY CENTER	\$ 25,385.50

Purchase Order Change Order

Department	Name	Description	Amount
WAT	TRANSPORTATION IMPROVEMNT DISTRICT	24" WATERMAIN COLUMBIA RD WIDENING	\$ 123,731.55 INCREASE

6/9/2020 APPROVED:



 Tiffany Zindel, County Administrator