

Resolution

Number 21-0724

Adopted Date June 01, 2021

AMEND AND RENAME THE CLASSIFICATION SPECIFICATION FOR TELEPHONE OPERATIONS SUPERVISOR TO INFRASTRUCTURE SYSTEMS SUPERVISOR WITHIN THE TELECOMMUNICATIONS DEPARTMENT

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Deputy Director of Telecom and the HR Manager have reviewed the classification specification of Telephone Operations Supervisor and have requested that said classification specification be amended and renamed to Infrastructure Systems Supervisor due to modernization and clarification; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the amended classification specification and associated pay range assignment; and

NOW THEREFORE BE IT RESOLVED, to rename and amend the classification specification of Telephone Operations Supervisor to Infrastructure Systems Supervisor, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the amended classification specifications of Telephone Systems Supervisor, effective June 1, 2021.

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

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

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Classification and Compensation file
Telecommunications (file)
OMB – Sue Spencer

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS
An Equal Opportunity Employer

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TITLE: Infrastructure Systems Supervisor
CLASS NUMBER: 0433062104
PAY RANGE: B-21

JOB RESPONSIBILITIES: Performs other duties as required.

Under general direction, supervises Telecommunications infrastructure and related application and network maintenance. Ensures operability and compatibility required to make and keep the Telecommunications Network and its components functional. Maintains relations with Political Subdivision and attends meeting for internal and external customer relations.

QUALIFICATIONS: Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

Completion of secondary education or its equivalent and four (4) years of experience in electronic systems maintenance, ore equivalent combination of training and/or experience which evidences and knowledge of electronic system maintenance and operation; to include but limited to; point to point and multiple drop data and voice circuits, public safety communications systems.

ILLUSTRATIVE DUTIES: The duties listed below are intended to depict tasks performed by this classification.

1. Primary person for 911 and Telephony areas of responsibilities assigned to the department ensuring continuous operation of telephone service to Warren County 911 Center.
2. Programs telephone system configurations, moves and changes; oversees and analyzes design and configuration of departmental call centers and plans installation; oversees telephone systems operations and quality; manages cooper and fiber plants, network drops; set installation schedules; oversees telephone inventory, cable records, maintenance, and upgrades.
3. Supports the installation and operations of the Warren County 911 System.
4. Reports trouble to group responsible to facilitate repair and may order new circuits.
5. Reviews and assists in resolving telephone operations problems.
6. Supervises and coordinates division personnel while maintaining work orders.
7. Maintains telecommunications department telephone parts & supplies inventory to assure minimum stock levels for timely repair.
8. Assists with designing new and existing departmental telephone architecture and prepares proposals for agencies.

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS
An Equal Opportunity Employer

Page 2 of 3

TITLE: Infrastructure Systems Supervisor
CLASS NUMBER: 0433062104
PAY RANGE: B-21

9. Voice mail system administration and maintenance.
10. Designs and plans for implementation of departmental telephone systems/call centers and observes systems for proper operation.
11. Maintains relations with Warren County Government Offices, Political Subdivisions and associated vendors.
12. On Call rotation for 24 hour coverage.

KNOWLEDGE, SKILLS AND ABILITIES: Necessary to perform duties.

Knowledge of: operation of telephone equipment , operation of utility programs for down loading records; computer hardware and software; programing-writing configurations, telephone switching systems; equipment utilized in telephone switch programming and testing operations; inventory control; accounting; research techniques; office practices, policies and procedures; public relations; supervision.

Ability to: deal with problems involving many variables; work alone; interpret detailed instructions; prepare and maintain accurate records; interpret and understand schematic drawings and service manuals; operate equipment; operate a two-way radio; maintain equipment agreement contracts; balance accounts; proof and correct errors; communicate effectively; cooperate with co-workers; operate telephone switch equipment.

WARREN COUNTY

CLASSIFICATION POINT FACTOR ASSIGNMENT

POSITION CLASSIFICATION TITLE: INFRASTRUCTURE SYSTEMS
SUPERVISOR

	<u>FACTOR</u>	<u>DEGREE</u>	<u>POINTS</u>
#1	Degree of Supervision Exercised	D	90
#2	Knowledge Required	D	135
#3	Work Policies and Methods	D	90
#4	Work Structure and Independence of Action	D	135
#5	Responsibility for Assets	E	75
#6	Responsibility for Safety of Others	D	68
#7	Responsibility for Completing Records and Reports	C	54
#8	Personal Contacts	F	45
#9	Work Environment and Physical Demands	B	23
	TOTAL POINT FACTOR ASSIGNMENT		<u>715</u>
	RANGE		#21

Resolution

Number 21-0725

Adopted Date June 01, 2021

AMEND AND RENAME THE CLASSIFICATION SPECIFICATION FOR RADIO SYSTEMS SUPERVISOR TO COMMUNICATIONS SYSTEMS SUPERVISOR WITHIN THE TELECOMMUNICATIONS DEPARTMENT

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Deputy Director of Telecom and the HR Manager have reviewed the classification specification of Radio Systems Supervisor and have requested that said classification specification be amended and renamed to Communications Systems Supervisor due to modernization and clarification; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the amended classification specification and associated pay range assignment; and

NOW THEREFORE BE IT RESOLVED, to rename and amend the classification specification of Radio Systems Manager to Communications Systems Manager, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the amended classification specifications of Radio Systems Supervisor, effective June 1, 2021.

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

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

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Classification and Compensation file
Telecommunications (file)
OMB – Sue Spencer

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS

An Equal Opportunity Employer

Page 1 of 2

TITLE: Communications Systems Supervisor
CLASS NUMBER: 52060
PAY RANGE: 21

JOB RESPONSIBILITIES: Performs other duties as required.

Under general direction: installs, maintains, and repairs radio systems, microwave systems, console systems, wireless data systems, and control stations; maintains relations with Political Subdivisions; supervises day to day operation of task unit; responsible for installation and maintenance of equipment at tower sites and tower site construction. Develops maintenance records systems, operates test equipment, and performs other related duties as assigned.

QUALIFICATIONS: Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

Completion of secondary education or its equivalent combination of college level course work in basic electronic theory; three (3) years of experience in maintenance and repair of communication or related electronic equipment; three (3) years of experience in radio systems engineering or maintenance or equivalent combination of training and/or experience which evidences a thorough knowledge of radio systems maintenance and operation to include but not limited to electronic test equipment and microprocessor control systems. Experience in all levels of communications including computer systems design and operation, support and maintenance with extensive experience in quality assurance, systems management, and personnel to complete required tasks.

ILLUSTRATIVE DUTIES: The duties listed below are intended to depict tasks performed by this classification.

1. Oversees programming of all radios and additional equipment; plans, installs, maintains repairs of radio systems, microwave systems, console systems, wireless data systems and observes equipment for proper operation and interprets failure signals and takes appropriate action to ensure public safety.
2. Coordinates and develops and utilizes logs and records for radio systems maintenance and does all preparation for system installation and maintenance.
3. Operates electronic test equipment and performs specialized maintenance on electronic equipment.
4. Set repair policies and procedures. Set maintenance policies for all equipment. Design control station installations, interoperability and patching systems.
5. Monitor system utilization, capacity and proper operation. Monitor system alarms. Responsible for the growth management of the system by capacity planning.
6. Study the system coverage as population and density grows and make necessary recommendations to update system or recognize deficiencies.

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS
An Equal Opportunity Employer

Page 2 of 2

TITLE: Communication Systems Supervisor
CLASS NUMBER: 52060
PAY RANGE: 21

7. Provides formal and informal instructions for staff and technicians to help functional diversity of the job tasks.
8. Attend regional and state radio communications meetings.
9. On call rotation for 24 hour coverage.

KNOWLEDGE, SKILLS AND ABILITIES: Necessary to perform duties.

Knowledge of: Radio system design inspection and testing techniques; safety practices and procedures; operation and maintenance of radio systems; equipment requirements utilized in maintaining radio systems, equipment maintenance techniques; operating procedures of data terminal equipment.

Ability to: deal with problems involving many variables: operates a variety of hand power tools, electrical monitoring and metering devices and maintains tools and equipment typically utilized in repair, installation, and maintenance operations. Performs preventative maintenance to equipment to ensure efficiency. Plans modifications to equipment to further accommodate additional services. May move and unload large and heavy spools of cable.

Typically will use, but not limited to, modern office equipment (e.g., computer, photo copier, fax, paging systems, calculator, printer, programming devices, etc.). Will operate motor vehicle (e.g., van, auto). Will utilize power and non-powered hand tools and equipment associated with the work (e.g., ladders, power drills, soldering guns, pliers, screwdrivers, wire cutters, voltage meter, electronic test equipment, and etc.). Safety devices/precautions, utilized will include, but no limited to, hard hat, safety glasses, ear/hand protection, protective clothing shoes, lifting devices, high voltage shock precautions, hand/wrist support systems and etc.

WARREN COUNTY

CLASSIFICATION POINT FACTOR ASSIGNMENT

POSITION CLASSIFICATION TITLE: COMMUNICATIONS SYSTEMS
SUPERVISOR

	<u>FACTOR</u>	<u>DEGREE</u>	<u>POINTS</u>
#1	Degree of Supervision Exercised	D	90
#2	Knowledge Required	D	135
#3	Work Policies and Methods	D	90
#4	Work Structure and Independence of Action	D	135
#5	Responsibility for Assets	E	75
#6	Responsibility for Safety of Others	D	68
#7	Responsibility for Completing Records and Reports	C	54
#8	Personal Contacts	F	45
#9	Work Environment and Physical Demands	B	23
	TOTAL POINT FACTOR ASSIGNMENT		<u>715</u>
	RANGE		#21

Resolution

Number 21-0726

Adopted Date June 01, 2021

AMEND AND RENAME THE CLASSIFICATION SPECIFICATION FOR RADIO SYSTEMS MANAGER TO COMMUNICATIONS SYSTEMS MANAGER WITHIN THE TELECOMMUNICATIONS DEPARTMENT

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Deputy Director of Telecom and the HR Manager have reviewed the classification specification of Radio Systems Manager and have requested that said classification specification be amended and renamed to Communications Systems Manager due to modernization and clarification; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the amended classification specification and associated pay range assignment; and

NOW THEREFORE BE IT RESOLVED, to rename and amend the classification specification of Radio Systems Manager to Communications Systems Manager, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the amended classification specifications of Radio Systems Manager, effective June 1, 2021.

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

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

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Classification and Compensation file
Telecommunications (file)
OMB – Sue Spencer

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS

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TITLE: Communications Systems Manager
CLASS NUMBER: 0432062805
PAY RANGE: B (25)

JOB RESPONSIBILITIES: Performs other duties as required.

Under general direction, oversees the planning, maintenance, management, and operations of the Warren County Multi-site Simulcast Trunked Digital and Analog Radio & Paging Systems, including towers, site facilities, licensing, microwave systems, path studies, microwave coordination, system design, antenna system design, FAA filings & compliance, FCC filings & compliance propagation studies.

QUALIFICATIONS: Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

Completion of secondary education or an equivalent combination of college level course work in basic electronic theory; five (5) years experience in the maintenance and repair of communication or related electronic equipment; four (4) years experience in radio systems engineering or maintenance, or equivalent combination of training and/or experience which evidences a thorough knowledge of radio system maintenance and operation to include but not limited to electronic test equipment, microprocessor control systems, synchronous and asynchronous point to point and multi drop data and voice circuits. Must possess supervisory/management experience. Experience in all levels of communications including: computer systems design, operation design, operation support, and maintenance with extensive experience in; quality assurance, systems management and personnel to complete and personnel to complete required tasks.

ILLUSTRATIVE DUTIES: The duties listed below are intended to depict tasks performed by this classification.

1. Oversee maintenance of towers to include structure maintenance, painting, lighting, loading, guy wire maintenance, rust prevention, guy pier maintenance, lightning protection, antennas, feed lines, and microwave antennas and feed lines. Maintain antenna installation and configuration documentation for each tower site. Take preventative measures to ensure safety and structural integrity.
2. Manage communication systems support division and staff. Set repair policies and procedures. Set maintenance policies for mobiles, portables, control stations, antennas, etc. Design control station installations. Design interoperability and patching systems.
3. Ensure continuous operation of the Public Safety Radio System. Keep system down time to absolute minimum. Ensure back up systems are in place and operational.
4. Ensure compliance with all FAA, FCC, & OSHA regulations. Must stay current with radio technology.

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS

An Equal Opportunity Employer

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TITLE: Communications Systems Manager
CLASS NUMBER: 0432062805
PAY RANGE: B (25)

5. Monitor system utilization, capacity and proper operation. Monitor system alarms. Responsible for the growth management of the system by capacity planning
6. Study the system coverage as population and density grows. Chart system coverage by bench marking coverage parameters.
7. Attend regional and state radio communications meeting.
8. On call 24 hours per day.

KNOWLEDGE, SKILLS AND ABILITIES: Necessary to perform duties.

Knowledge of: general electronic theory; Federal Communications Commission rules and regulations pertaining to applicable communications systems; circuit analysis and troubleshooting; electronic test equipment and other specialized devices used in the repair, installation and maintenance of communications systems; current technical aspects of communications field; occupational hazards and safety regulations of the utilities trade; record keeping techniques; methods, equipment, and materials used in the service and installation of electronic equipment; computers, micro processors and computer peripherals.

Ability to: interpret and apply related rules, codes, policies and procedures; install, maintain, and repair a variety of communications and related equipment; read and interpret schematic, wiring and digital drawings; construct circuits and control panels; identify and isolate electrical and/or electronic problems and equipment malfunctions; understand and follow oral and written directions; maintain records and prepare reports; establish and maintain cooperative and effective working relationships with others; operate a variety of specialized equipment and tools; communicate effectively both orally and in writing; work at heights from antenna towers, platforms or trucks when needed; and observe safety precautions against occupational hazards.

WARREN COUNTY

CLASSIFICATION POINT FACTOR ASSIGNMENT

POSITION CLASSIFICATION TITLE: COMMUNICATION SYSTEMS
MANAGER

	<u>FACTOR</u>	<u>DEGREE</u>	<u>POINTS</u>
#1	Degree of Supervision Exercised	E	12
#2	Knowledge Required	D	135
#3	Work Policies and Methods	F	135
#4	Work Structure and Independence of Action	D	135
#5	Responsibility for Assets	F	90
#6	Responsibility for Safety of Others	D	68
#7	Responsibility for Completing Records and Reports	E	90
#8	Personal Contacts	F	45
#9	Work Environment and Physical Demands	A	11
	TOTAL POINT FACTOR ASSIGNMENT		<u>821</u>
	RANGE		#25

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0727

Adopted Date June 01, 2021

APPROVE RECLASSIFICATION OF JEFF CEPIN TO THE DATA SYSTEMS MANAGER POSITION WITHIN THE WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT

WHEREAS, the Director of Telecommunications has indicated that Jeff Cepin has been performing the job of a Data Systems Manager; and

NOW THEREFORE BE IT RESOLVED, to approve the reclassification of Jeff Cepin to the position of Data Systems Manager position within the Warren County Telecommunications Department, classified, full-time permanent, exempt status, Pay Range B, \$2,800.00 bi-weekly, effective pay period beginning June 5, 2021.

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

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

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Telecom (file)
J.Cepin's Personnel file
OMB-Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0728

Adopted Date June 01, 2021

APPROVE RECLASSIFICATION OF COREY BURTON TO THE COMMUNICATIONS SYSTEMS SUPERVISOR WITHIN THE WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT

WHEREAS, the Director of Telecommunications has indicated that Corey Burton has been performing the job of a Communications Systems Supervisor; and

NOW THEREFORE BE IT RESOLVED, to approve the reclassification of Corey Burton to the position of Communications Systems Supervisor within the Warren County Telecommunications Department, classified, full-time permanent, non-exempt status, Pay Range 21, \$28.00 per hour, effective pay period beginning June 5, 2021.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Telecom (file)
C. Burton's Personnel file
OMB-Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0729

Adopted Date June 01, 2021

PROMOTE JIMMY HOLLIN TO THE INFRASTRUCTURE SYSTEMS ANALYST POSITION
WITHIN THE WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT

WHEREAS, the Director of Telecommunications has indicated interviews have been conducted and Mr. Hollin has the necessary skill set for the position: and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Jimmy Hollin to the position of Infrastructure systems Analyst within the Warren County Telecommunications Department, classified, full-time permanent, non-exempt status, Pay Range 18, \$25.00 per hour, effective pay period beginning June 5, 2021.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)
J.Hollin's Personnel file
OMB-Sue Spencer

Resolution

Number 21-0730

Adopted Date June 01, 2021

AUTHORIZE THE POSTING OF THE "COMMUNICATIONS SYSTEMS ANALYST I" POSITION, WITHIN THE TELECOMMUNICATIONS DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for a "Communications Systems Analyst I" position within the Telecommunications Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Communication Systems Analyst I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning June 1, 2021.

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

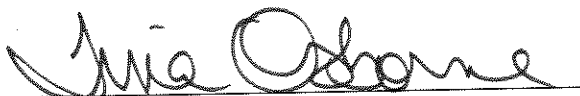
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Telecom (file)
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0731

Adopted Date June 01, 2021

AMEND JOB TITLE FOR GARY HARDWICK TO COMMUNICATIONS SYSTEMS
MANAGER

WHEREAS, the Classification Specifications for Radio Systems Manager has been amended and title changed to Communication Systems Manager; and

NOW THEREFORE BE IT RESOLVED, to amend job title for Gary Hardwick to Communications Systems Manager.

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

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

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Telecom (file)
G. Hardwick's Personnel File
OMB – Sue Spencer

Resolution

Number 21-0732

Adopted Date June 01, 2021

AMEND JOB TITLE FOR GARRETT WILSON TO INFRASTRUCTURE SYSTEMS SUPERVISOR

WHEREAS, the Classification Specifications for Telephone Operations Supervisor has been amended and title changed to Infrastructure Systems Supervisor; and

NOW THEREFORE BE IT RESOLVED, to amend job title for Garrett Wilson to Infrastructure Systems Supervisor.

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

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

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)
G. Wilson's Personnel File
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0733

Adopted Date June 01, 2021

APPROVE A PAY INCREASE FOR SOPHIA ABRAMS WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this Board adopted Resolution #98-1460, October 8, 1998 adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Sophia Abrams, Emergency Communications Operator within the Warren County Emergency Services Department, has successfully completed two (2) years of service as an Emergency Communications Operator on May 28, 2021; and

NOW THEREFORE BE IT RESOLVED, to approve Sophia Abrams' pay increase to \$22.66 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning June 3, 2021.

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

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

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Emergency Services (file)
S. Abrams' Personnel File
OMB-Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0734

Adopted Date June 01, 2021

APPROVE A PAY INCREASE FOR LANCE CZINEGE WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this Board adopted Resolution #98-1460, October 8, 1998 adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Lance Czinege, Emergency Communications Operator within the Warren County Emergency Services Department, has successfully completed two (2) years of service as an Emergency Communications Operator on May 28, 2021; and

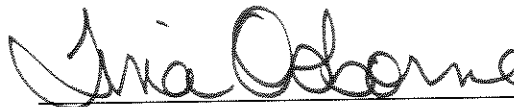
NOW THEREFORE BE IT RESOLVED, to approve Lance Czinege's pay increase to \$22.66 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning June 3, 2021.

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

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

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
L. Czinege's Personnel File
OMB-Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0735

Adopted Date June 01, 2021

AUTHORIZE THE POSTING OF THE "BUILDING AND ELECTRICAL INSPECTOR I, II, III, OR IV" POSITION, WITHIN THE BUILDING AND ZONING DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Building and Electrical Inspector" position within the Building and Zoning Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting and advertising of the position of "Building and Electrical Inspector I, II, III, OR IV" 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 21, 2021.

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

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

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building /Zoning (File)
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0736

Adopted Date June 01, 2021

ACCEPT RESIGNATION OF LUCY GAMBREL, WITHIN THE BUILDING AND ZONING DEPARTMENT, EFFECTIVE JUNE 4, 2021

BE IT RESOLVED, to accept the resignation of Lucy Gambrel, within the Building and Zoning Department effective June 4, 2021.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building/Zoning (file)
L. Gambrel's Personnel File
OMB – Sue Spencer
Tammy Whitaker

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0737

Adopted Date June 01, 2021

AUTHORIZE THE POSTING OF THE "CASHIER/RECEPTIONIST" POSITION WITHIN THE BUILDING AND ZONING DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02 (A)

WHEREAS, there exists an opening for the "Cashier/Receptionist" position within the Building and Zoning Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Cashier/Receptionist" 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 1, 2021.

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

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

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Building & Zoning (file)
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0738

Adopted Date June 01, 2021

APPROVE A PAY INCREASE FOR JENNIFER KEY WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this Board adopted Resolution #98-1460, October 8, 1998 adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Jennifer Key, Emergency Communications Operator within the Warren County Emergency Services Department, has successfully completed two (2) years of service as an Emergency Communications Operator on May 28, 2021; and

NOW THEREFORE BE IT RESOLVED, to approve Jennifer Key's pay increase to \$22.66 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning June 3, 2021.

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

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

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Emergency Services (file)
J. Key's Personnel File
OMB-Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0739

Adopted Date June 01, 2021

APPROVE A PAY INCREASE FOR BRITTANY CARVALHO WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this Board adopted Resolution #98-1460, October 8, 1998 adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Brittany Carvalho, Emergency Communications Operator within the Warren County Emergency Services Department, has successfully completed two (2) years of service as an Emergency Communications Operator on May 28, 2021; and

NOW THEREFORE BE IT RESOLVED, to approve Brittany Carvalho's pay increase to \$22.66 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning June 3, 2021.

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

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

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
B. Carvalho's Personnel File
OMB-Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0740

Adopted Date June 01, 2021

HIRE JOY HARRISON AS CUSTODIAL WORKER I WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

BE IT RESOLVED, to hire Joy Harrison as Custodial Worker I within the Department of Facilities Management, classified, full-time permanent status (40 hours per week), Pay Range #7, \$11.78 per hour, effective June 7, 2021 subject to a negative drug screen, background check and a 365-day probationary period.

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

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

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Facilities Management (file)
J. Harrison's Personnel file
OMB-Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0741

Adopted Date June 01, 2021

ADVERTISE AND SET JULY 13, 2021 AT 9:15 A.M. FOR THE PUBLIC HEARING TO
CONSIDER THE COUNTY'S YEAR 2022 TAX BUDGET

BE IT RESOLVED, to set July 13, 2021, at 9:15 a.m., in the County Commissioners' Meeting
Room, for the public hearing to consider the filing of the County's Year 2022 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. Young. Upon
call of the roll, the following vote resulted:

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

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

to/

cc: Auditor _____
Budget file
Tina Osborne

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0742

Adopted Date June 01, 2021

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO CROP RENTAL AGREEMENT WITH TOM GROH

BE IT RESOLVED, to approve and authorize the President of the Board to enter into Crop Rental Agreement with Tom Groh relative to Parcel Numbers 08-13-200-008 and 08-13-200-009 (AKA Meyer Farm) in Turtlecreek Township; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: C/A—Groh, Tom
Bruce McGary
Airport Authority (file)
Sue Spencer

**CROP RENTAL AGREEMENT, 2021
OF PART OF LANDS KNOWN AS THE MEYER FARM**

This Rental Agreement is made by and between the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter "Owner"), and **Tom Groh**, whose address is 2219 Triple Creek Court, Lebanon, OH 45036 (hereinafter "Farmer").

I. SUBJECT PROPERTY:

Owner rents to Farmer, and Farmer rents from Owner, upon the terms and conditions set forth in this Rental Agreement, *a part of* the real estate situated in Turtle Creek Township, Warren County, Ohio formerly described as 41 acres but is now identified as follows and illustrated in Attachment "A" due to a certain new survey:

<u>Acreage</u>	<u>Parcel No.</u>	<u>Auditor's Acct. No.</u>
14.804	08-13-200-008	5332477
26.196	08-13-200-009	5314364

all located at **1360 Mabrey Road, Lebanon, Ohio 45036**. Unless otherwise provided herein, the only lands to be farmed consists of 30.00 acres.

II. TERM:

This Rental Agreement is for a term of one (1) year beginning on April 1, 2021 and ending on November 1, 2021. This term shall not be renewed or extended, nor shall the Farmer hold over, without the parties entering into a new Rental Agreement.

III. RENT:

Farmer, without prior demand and without deduction or setoff whatsoever, shall pay an annual rental payment hereinafter set forth. Said obligation to pay the rent shall survive the termination of this Rental Agreement. For and during the term of this Rental Agreement, Farmer shall pay a rate of **NINETY DOLLARS (\$90.00)** per acre for **30 acres** farmed for a total annual rent in the amount of **TWO THOUSAND SEVEN HUNDRED DOLLARS (\$ 2,700.00)**, in the form of cash, money order, bank certified or cashier's check, on the **1st day of November, 2021**. If rent is not received by Owner within thirty (30) days of the due date, a late charge of ten percent (10%) of the past due amount shall be added to the rental payment every thirty (30) days until paid in full. This obligation to pay rent, however, shall survive any election of default or eviction and the rent due shall remain due and owing even in the event of forfeiture of crops.

IV. LAND USE AND RESTRICTIONS ON USE OF PROPERTY:

Farmer shall use the Property only for agricultural purposes limited to the planting, cultivating and harvesting of row crops. Farmer agrees to furnish all his own materials (including but not limited to fertilizers, herbicides, insecticides, pesticides and seed), tools, equipment and machinery for the farming operations and to keep any buildings, fences, and other improvements in as good repair as they now are except for ordinary wear, loss by fire and other casualty.

Farmer agrees to take good care of the Property, to cultivate, fertilize, maintain, and manage the Property and the soil in a careful and prudent manner, to control soil erosion as completely as practicable and to comply with all applicable laws, including, but not limited to, laws pertaining to the protection of the environment.

Farmer shall not identify the Subject Property for purposes of, nor shall Farmer allow any lender, vendor, supplier or materialmen to cause an artisan, crop, materialmen or mechanic's lien to be filed of public record.

Farmer shall not use the farm located at 1316 Mabrey Road or even the tillable land subject of this agreement for storage of any equipment, materials, supplies or any other items for longer than the minimum period of time reasonably necessary for purposes of planting, cultivating or harvesting crops.

V. INSURANCE AND LIABILITY:

Farmer shall maintain general liability insurance suitable and customary for farming operations for personal injury, death and property damage, and if applicable, adequate workers' compensation and unemployment insurance in compliance with the laws, statutes, and regulations of the State of Ohio. Farmer will provide Owner with certificates of all such insurance at the time of execution of this Rental Agreement. Any personal property kept on the Property by Farmer shall be at Farmer's sole risk and it shall be Farmer's responsibility to insure such personal property.

VI. TAXES:

During the term of this Rental Agreement, Owner shall pay all real estate taxes and assessments on the Property, if any. Owner shall be solely responsible for filing the annual CAUV application, but Farmer shall cooperate with Owner in providing information, supporting documentation and affidavits, if requested by the County Auditor.

VII. INDEMNIFICATION:

Farmer shall indemnify, defend and save Owner harmless against any and all judgments, orders, claims, liabilities, losses, damages, insurance deductibles, costs to remove liens and other costs and expenses (including court costs, experts and attorneys fees) made against, imposed upon or incurred by Owner and which arise directly or indirectly out of or in connection with any occurrence on or about the Property, the use and occupancy of the Property by Farmer, his invitees, employees, agents, contractors, lenders, vendors, suppliers, materialmen, or the breach of any of Farmer's obligations under this Rental Agreement.

VIII. RESERVATION OF RIGHT OF ENTRY:

Owner and its agents reserve the right to enter upon the Property to inspect the same, to make improvements, to make abatements of the terms of this Rental Agreement, and for any and all other lawful purposes.

IX. TERMINATION FOR CAUSE:

Either party to this Rental Agreement may terminate the Agreement for cause.

X. DEFAULT:

It is agreed that any violation of this Rental Agreement by Farmer shall, after thirty (30) days written notice (during which the default may be cured), be just cause for immediately terminating this Rental Agreement and for immediately yielding possession of the Subject Property to Owner. Such termination shall be in addition to any other remedies that may be available at law or in equity.

XI. YIELDING POSSESSION AT END OF RENTAL AGREEMENT:

At the expiration of this Rental Agreement, Farmer will yield possession of the Subject Property to Owner without further notice, and in as good order and condition as when the same was entered upon by Farmer, loss by fire, other casualty, and ordinary wear and tear excepted.

XII. ASSIGNMENT AND SUBLEASING:

Farmer shall not assign this Rental Agreement or sublet the Subject Property in whole or in part without Owner's prior written consent. Subject to this limitation, this Rental Agreement shall be binding upon and inure to the benefit of Owner and Farmer and their respective heirs, personal representatives, successors and assigns.

XIII. RELATIONSHIP:

This Rental Agreement shall not be construed as giving rise to a partnership, and neither party shall be liable for debts or obligations of the other. The parties agree that Farmer is an independent contractor and not an employee of Owner and all work performed pursuant to this Rental Agreement will be performed according to his own methods and practices and shall not be subject to Owner's control in any manner.

Nothing in this agreement shall be construed to require Owner to pay compensation to Farmer of any third party for any investment, labor, cash outlay, and loss of or damage to growing crops.

XIV. NOTICES:

All notices required or permitted pursuant to the terms herein, shall be given by certified mail, return receipt requested, to the parties at the address set forth above unless such party gives written notice to the other party of a different address to which to direct such notice.

XV. MISCELLANEOUS:

This Rental Agreement sets forth the entire agreement of the parties and supersedes any prior understandings. This Rental Agreement may be modified only by written agreement of both parties. No waiver of any provision of this Rental Agreement shall be effective unless in writing, and no waiver on one occasion shall constitute a waiver on any further occasion. The provisions of this Rental Agreement shall be severable and the invalidity of one provision shall not affect any others. Any dispute arising out of or relating to this Rental Agreement shall be governed by the laws of the State of Ohio and the parties stipulate to exclusive venue being a court of competent jurisdiction in Warren County, Ohio. This agreement shall not be recorded of public record.

XVI. EXECUTION:

IN WITNESS WHEREOF, Tom Groh, the Farmer herein, has hereunto set his hand, on the date stated below.

FARMER:

SIGNATURE: Tom Groh

NAME: Tom Groh

DATE: 5-17-2021

Jennifer R. Groh

Signature of Witness

Jennifer R. Groh

Print Name of Witness

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Owner herein, has caused this Rental Agreement to be executed by David G. Young, its President, on the date stated below, pursuant to the authority of Resolution No. 21-0742 adopted on the 1st day of June, 2021.

OWNER:

SIGNATURE: _____

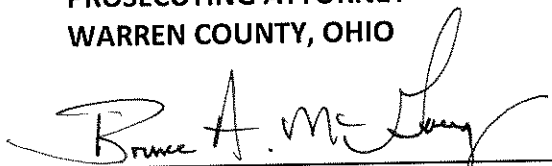
NAME: David G. Young

TITLE: President

DATE: 6/1/21

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

 _____

By: Bruce A. McGary, Assistant Prosecutor

Date: 5/12/2021

Resolution

Number 21-0743

Adopted Date June 01, 2021

APPOINT COMMITTEE TO REVIEW THE RFP FOR MEDICAL SERVICES RESPONSES
RELATED TO THE WARREN COUNTY JAIL

WHEREAS, the Warren County Board of County Commissioners issued a request for proposals from interested vendors on April 27, 2021 and submittals are required by June 04, 2021; and

WHEREAS, the Warren County Sheriff's Office recommends a committee of three (3) to review the submittals; and

WHEREAS; the committee will be comprised of the Sheriff Larry Sims, Chief Deputy Barry Riley, and Major Brett Richardson; and

WHEREAS, the committee will present its review sheets to the Warren County Board of Commissioners at its conclusion; and

NOW THEREFORE BE IT RESOLVED, to appoint the committee to review the RFP for Medical Services responses related to the Warren County Jail.

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


Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Sheriff (file)
Project File

Resolution

Number 21-0744

Adopted Date June 01, 2021

ADVERTISE FOR BIDS FOR THE AERATION UPGRADES- WAYNESVILLE REGIONAL WASTEWATER TREATMENT PLANT PROJECT

BE IT RESOLVED, to advertise for bids for the Aeration Upgrades- Waynesville Wastewater Treatment Plant Project for the Warren County Water and Sewer Department; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation three (3) weeks prior to the bid opening date, and to advertise and make the bidding documents available on the Warren County website, with bid opening to occur on July 15, 2021 @ 11:00 a.m.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

kp

cc: Water/Sewer (file)
OMB Bid file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0745

Adopted Date June 01, 2021

ENTER INTO CONTRACT WITH LARRY SMITH INCOPORATED FOR THE RIVIERA DRIVE WATER MAIN PROJECT

WHEREAS, pursuant to Resolution #21-0662, adopted May 18, 2021, this Board approved a Notice of Intent to Award Contract for the Riviera Drive Water Main Project to Larry Smith Incorporated, 5737 Dry Fork Road Cleves, Ohio, for a total contract price of \$420,427.00; and

WHEREAS, all documentation including, performance bonds, insurance certificates, etc., has been submitted by the contractor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Larry Smith Incorporated, for said project, for a total contract price of \$420,427.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KPA

cc: c/a—Larry Smith, Inc.
Water/Sewer (file)
OMB Bid file

**SECTION 00 60 10
CONTRACT**

THIS AGREEMENT, made this 1st day of June, 2021, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **Larry Smith Incorporated, 5737 Dry Fork Road Cleves, Ohio 45002**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

RIVIERA DRIVE WATER MAIN PROJECT

hereinafter called the project, for the sum of **\$420,427.00, Four Hundred Twenty Thousand Four Hundred Twenty Seven Dollars**, and all work in connection therewith, under the terms as stated in the General Conditions and Supplemental Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Contract Documents. "Contract Documents" means and includes the following:

- Addendum
- Division 00 – Contract Requirements
- Division 01 to 48 – Technical Specifications
- General Conditions
- Supplemental Conditions
- Any and All Bid Documents
- Construction Drawings

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and shall complete all work within the following requirements:

Substantial Completion: 90 Days from Notice to Proceed.
Final Completion: 120 Days from Notice to Proceed.

Any delays in substantial completion of the work that are within the control of the Contractor, their Subcontractor, or Supplier shall be subject to liquidated damages in the sum of \$200.00 for each consecutive calendar day that the project extends beyond the substantial completion deadline.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to the CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to the OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorney's fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care in providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants that result in injury to persons or damage to property. for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractors to pay the prevailing wage upon this project.

The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Conditions and as amended in the Supplemental Conditions and in such amounts as required by the Contract Documents.

This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.


WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)



David G. Young, President

ATTEST:

Tom Grossmann, Vice President



Name Laura Lander



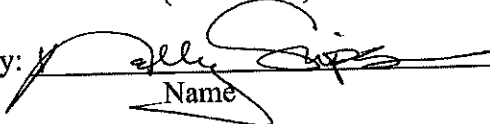
Shannon Jones

(Seal)

ATTEST:

Larry Smith Incorporated
(Contractor)




By: 

Name

CHIEF ESTIMATOR

Title

Approved as to Form:



Assistant Prosecutor

Resolution

Number 21-0746

Adopted Date June 01, 2021

APPROVE AGREEMENT WITH TEXAS GAS TRANSMISSION, LLC AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, for the benefit of its water customers, Warren County is requesting an agreement with Texas Gas Transmission, LLC for the proposed construction of a 16-inch ductile iron water main within a 24-inch PVC casing pipe inside Texas Gas Transmission's right of way on its Mainline System of three high pressure natural gas pipelines at Union Road, Turtlecreek Township; and

NOW THEREFORE BE IT RESOLVED:

1. That the Agreement with Texas Gas Transmission is hereby approved by this Board.
2. That the County Administrator is hereby directed to sign said agreement on behalf of this Board.
3. A copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Texas Gas Transmission, LLC
Water/Sewer (file)

PREPARED BY:
Texas Gas Transmission, LLC
Attn: Joy Parrott
4441A Verot School Road
Youngsville, LA 70592
985-246-9736

ROW Ref. Bk1763 Pg 411
Bk 190 Pg 250; Bk287 Pg 296
Turtlecreek Township
Sec. 5, T3N, R3E
LONO 9152

Warren County Board of County Commissioners
Chris Brausch
406 Justice Drive
Lebanon Ohio 45036

LETTER OF NO OBJECTION
16" Ductile Iron Water Main in 24" PVC Casing

Dear Brausch,

Texas Gas Transmission, LLC (hereafter referred to as "Texas Gas" or "Company") has been advised of Warren County Board of County Commissioners' ("Permittee") proposed construction of a 24" ductile iron water main in 24" PVC casing ("Permitted Facilities") inside TEXAS GAS's right of way ("Right of Way") on its Mainline System, three high pressure natural gas pipelines, at the following locations:

MLS 36"	Mile Pole: 706+2264	GPS: 39.438712 -84.321429
MLS 26" 1	706+2271	39.438705 -84.321423
MLS 26" 2	706+2270	39.438589 -84.321355

Texas Gas does not object to the Permitted Facilities as per the approved drawings dated 11/10/2020, provided Permittee agrees to and follows the general terms and conditions and special provisions listed below.

Terms of Agreement:

- 1) The Agreement herein granted is subject to the existing easement rights and/or leasehold interests of Texas Gas. Nothing herein contained shall be construed to convey, waive, diminish or subordinate any of Texas Gas's existing rights whatsoever.
- 2) This Agreement shall be revocable by Texas Gas upon written notice to Permittee in the event of noncompliance with any requirements, conditions or specifications of this Agreement.

- 3) Prior to any work being performed in the vicinity of Texas Gas's Right of Way, Permittee shall serve telephone notice to the One Call Center at 811. Such notice shall be made at least two but not more than five full working days before work begins. Permittee shall keep the One Call notifications updated as required by state law.
- 4) Permittee shall also give Texas Gas a minimum of 48 hours advance notice of any operations across Texas Gas's Right of Way. This notification shall be made during normal business hours to Michael Echols at 5513-649-9074. Alternate notification can be made to David Buford at 513-417-1912.
- 5) The operations conducted by Permittee shall be performed at no cost or expense to Texas Gas and shall not interfere with Texas Gas's current operations in the area. Texas Gas's facility/facilities shall not be removed from service nor will the elevation or placement of Texas Gas's facility/facilities or pipeline(s) be adjusted.
- 6) Permittee shall be liable for any expense, loss or damage of any kind or nature due to the presence of the Permitted Facilities at this location, including, without limitation, coating repair, pipe replacement, operational downtime or gas loss that Texas Gas sustains arising out of or resulting from the operations or activities of Permittee, its agents or employees during construction of and while maintaining and operating said Permitted Facilities in the future, except to the extent caused by the negligence of Texas Gas.
- 7) If the Permitted Facilities are damaged or destroyed or if said Permitted Facilities must be relocated or removed due to any emergency, operational or maintenance requirements arising out of the day-to-day business activities of Texas Gas, Texas Gas shall use good faith efforts to provide written notification to Permittee no less than 24 hours prior to relocation or removal; provided that in the event Texas Gas is responding to an emergency, Texas Gas will respond to said emergency and notify Permittee as soon as practicable thereafter. Texas Gas shall not be liable to Permittee or to any other person or entity for any damages whatsoever, including, for emphasis only and not by way of limitation, damages of any type arising from the loss of product, loss of profit, interruption of business activity or business loss of any kind. Any subsequent repair and or reinstallation of said Permitted Facilities shall be at the sole (100%) cost and expense of Permittee; provided, however that if Texas Gas causes the Permitted Facilities to be relocated or removed in a non-emergency situation without prior notice to Permittee, any cost or expense related to subsequent repair and or reinstallation of said Permitted Facilities shall be shared by Texas Gas at fifty percent (50%) of the total costs of repair or reinstallation to Permittee.
- 8) All proposed activities in the vicinity of Texas Gas's Right of Way shall be conducted with extreme caution and with an on-site inspector from Texas Gas present unless Texas Gas has waived, in writing, the necessity of their presence. .
- 9) Texas Gas's on-site inspector shall have authority to suspend any operations conducted within the limits of its Right of Way if, in the opinion of Texas Gas's on-site inspector, those operations compromise safety. Nothing herein shall impose a duty on said on-site inspector to shut down any operations or to take other remedial steps in the event it should become necessary to do so and Permittee hereby acknowledges that it shall be solely liable for all activities undertaken with respect to the consent herein.
- 10) Permittee shall at all times maintain the Permitted Facilities in a condition that will not interfere with or endanger Texas Gas's Right of Way.
- 11) Permittee shall conform all construction activity to all applicable federal, state, county and/or local regulations.
- 12) Permittee shall provide Texas Gas 24 hour per day rights of ingress and egress to and from Texas Gas's Right of Way across the Permitted Facilities.
- 13) Permittee shall not remove Texas Gas's pipeline(s), markers or signs from the Right of Way without Texas Gas's written consent.
- 14) Permittee shall warn its excavator that the depth of the pipeline(s) may vary. Permittee shall ensure that hand digging is performed as necessary to expose the pipeline(s) and determine its/their depth.
- 15) Permittee shall consider special precautions, such as barricading, to prevent adjacent construction activities from encroaching on and/or damaging the Right of Way.
- 16) Permittee shall backfill or protect any open excavations at the conclusion of each day.

- 17) Permittee shall not locate a water well, sewage treatment facility, septic tank, leach field, pond, swimming pool, manhole, junction box, catch basin or related facility within the limits of the Right of Way. Permittee shall not install, within the Right of Way, utilities or man-made structures parallel to Texas Gas's pipeline(s).
- 18) Permittee shall not change the grade within the Right of Way. Permittee may add additional cover if it will not hinder normal maintenance and Permittee receives Texas Gas's prior written approval.
- 19) Permittee shall furnish Texas Gas with an "as-built" plat of the Permitted Facilities to the extent said facilities cross Texas Gas's Right of Way, said plat shall be provided within thirty days of completion of the installation of the Permitted Facilities.
- 20) All crossings should be made as near to a 90° angle as possible.
- 21) Permittee, and its independent contractors and subcontractors performing work under this Agreement, shall, at their sole expense, carry and maintain in force throughout the entire time they are performing work on, operate, or own the Permitted Facilities a minimum of \$2 million per occurrence commercial general liability insurance, including contractual liability insurance, \$1 million per occurrence employer's liability insurance, statutory worker's compensation insurance coverage and, where vehicles are used hereunder, \$2 million per occurrence commercial automobile liability insurance, unless otherwise agreed to in writing by Texas Gas. The above-mentioned insurance policies shall have Texas Gas, its parent and affiliated companies, named as additional insureds, and all policies shall provide for waiver of all rights of subrogation against Texas Gas, its parent and affiliated companies. A certificate of insurance evidencing that the above-mentioned insurance requirements are in effect shall be presented to the Texas Gas Land Department prior to the beginning of any work addressed in this Agreement. The parties acknowledge that Permittee is a government entity covered by a risk sharing pool, i.e., the County Risk Sharing Authority (CORSA), and such coverage is sufficient to satisfy all of the coverage and endorsement provisions provided herein.
- 23) This Agreement and the terms and conditions hereof constitutes a covenant running with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors, and assigns.
- 24) Each portion of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 25) To the extent that any portion of the foregoing terms and conditions conflict with any of the "Special Provisions" below, the terms and conditions of the "Special Provisions" shall control.

***SPECIAL PROVISIONS:**

1. Permittee shall schedule a pre-excavation meeting with Company to discuss all aspects of the planned activities, pipeline marking schedule and establish lines of communication.
2. If deemed necessary by Company's on-site inspector, Permittee shall install its identification markers at the crossing boundaries of Company's Right of Way limits and other locations, as specified by Company's on-site inspector.
3. Permittee shall provide a complete circumferential exposure of Company's pipeline(s) if any of the Permitted Facilities cross under Company's pipeline(s) and are installed by means of open-cut construction. Exposure of the top of Company's pipeline(s) is required if any of the Permitted Facilities cross over Company's pipeline(s) and disturb soil within twelve inches of Company's pipeline(s).
4. Permittee shall provide support and protection for any Company piping exposed and shall properly backfill excavations to maintain separation and prevent settlement.
5. Permittee shall not travel up and down, or store equipment, machinery, vehicles or materials on Company's Right of Way at any time.
6. Permittee shall return Company's Right of Way to pre-construction condition or better. Any areas disturbed on Company's Right of Way shall be protected, re-vegetated and restored. Appropriate measures shall be taken to prevent erosion on Company's Right of Way.
7. Permittee shall install timber matting or bridged timber matting at all equipment crossing points over Company's pipeline(s) subject to Company's on-site inspector's sole discretion and approval.
8. Permittee's plans, profiles and crossing method of construction shall be made available to Company upon request.
9. Permittee shall comply with all federal, state and local guidelines, codes and statutes.
10. Permittee shall utilize competent designers and employ competent contractors.
11. Permittee shall provide a competent excavation observer to assist the equipment operator when operating excavation equipment near Company's pipeline(s) and related facilities.
12. Permittee shall not use machine excavation on in-service pipelines within five feet of the staked location until the pipeline has been physically located by hand. After locating the pipeline facility by hand, machine excavation within the two foot tolerance safety zone of any pipeline facility shall not be permitted. Permittee shall adhere to Company's two foot tolerance safety zone when excavation is necessary within two feet of any pipeline facility. Permittee shall not utilize mechanical equipment to excavate, backfill, sweep soil off top and around pipelines and related facilities, and swinging buckets and traveling of mechanical equipment shall not be allowed within this two foot tolerance safety zone for any reason. When excavation is necessary within this two foot tolerance safety zone, Permittee shall exercise extreme care as necessary to ensure the protection of all underground facilities in or near the excavation area. Methods to consider within this two foot tolerance safety zone include hand digging, potholing, vacuum excavation methods, pneumatic hand tools (jackhammers), mechanical hand methods (twenty horsepower gasoline power jackhammers), or other similar methods approved by Company's on-site inspector. Mechanical and pneumatic soil compactors may be used within the two foot tolerance safety zone provided the Permittee takes special care to protect the pipeline and related facilities. For excavation outside of such two foot tolerance safety zone, Permittee may utilize mechanical excavation under Company supervision unless otherwise directed by Company's on-site inspector.

13. Permittee shall install the Permitted Facilities across Company's Right of Way such that there is a minimum of twenty-four inches clearance between the Permitted Facilities and the Company's pipeline(s).
14. The Permitted Facilities shall be installed at a uniform depth across the full width of the Company's Right of Way.
15. If deemed necessary by Company's on-site inspector, Permittee shall install cathodic protection test leads per Company Drawings P-111-03 and P-111-06, provided to Permittee under separate cover, and/or other corrosion protection measures at all crossings with less than sixty inches of clearance between the Permitted Facilities and Company's pipeline(s). Permittee shall coordinate with Company's on-site inspector to perform a post-installation interference cathodic protection survey.
16. If the Permitted Facilities are installed above Company's pipeline, Permittee shall encase the Permitted Facilities in polyvinyl chloride ("PVC") unless there is a concrete barrier between the Permitted Facilities and Company's pipeline. If the Permitted Facilities are installed below Company's pipeline and with less than sixty inches of clearance between the Permitted Facilities and Company's pipeline, Permittee shall encase the Permitted Facilities in PVC.

**Special Provisions Reviewed by Texas Gas Engineering:*

<i>EML</i>	<i>3/15/2021</i>
<i>Initials</i>	<i>Date</i>

Please indicate Permittee's acceptance of the above by having the proper authority date and sign this Agreement in the spaces provided and return the Agreement to my attention at the above address. By execution of this Agreement, the signatory confirms that he/she has the right, title, and capacity to sign the Agreement.

If you have any questions or need any additional information, please call me at 985-246-9736.

Sincerely,

Original signed by Joy Parrott

Joy Parrott
Encroachment Coordinator

[SIGNATURES ON FOLLOWING PAGE]

THE ABOVE TERMS AND CONDITIONS, ACCEPTED AND AGREED TO:

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

WITNESSES: (2)

Tiffany Zindel
Authorized Signature

[Signature]
Signature

Tiffany Zindel
Printed Name

Laura Lander
Printed Name

County Administrator
Title

[Signature]
Signature

Tina Osborne
Printed Name

TEXAS GAS TRANSMISSION, LLC

WITNESSES: (2)

Authorized Signature

Signature

Kal Laviolette
Printed Name

Printed Name

Director of Land
Title

Signature

Printed Name

APPROVED AS TO FORM

[Signature]
Kathryn M. Horvath
Asst. Prosecuting Attorney

CORPORATE ACKNOWLEDGMENT

STATE OF Ohio

§
§ SS:
§

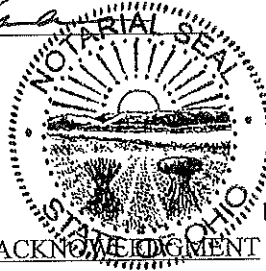
COUNTY OF Warren

The foregoing instrument was acknowledged before me this 1st day of June,

202 by Tiffany Zindl, the County Administrator for Warren County, Ohio


NOTARY PUBLIC

My Commission Expires: 12/26/2022



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

TEXAS GAS TRANSMISSION, LLC CORPORATE ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said parish and state, on this _____ day of _____, 2021, within my jurisdiction, the within named Kal Laviolette who acknowledged that he is the Director of Land of Texas Gas Transmission, LLC, a Delaware limited liability company, and that for and on behalf of said limited liability company, and as its free act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company to do so.

NOTARY PUBLIC

James R. Wimberley, Jr.
Notary ID #33234
Lifetime Commission

Texas Gas Transmission, LLC
4441A Verot School Road
Youngsville, LA 70592
337-856-2211 Ext. 309
Joy Parrott

Permittee
Warren County Boardd of County
Commissioners
406 Justice Drive
Lebanon OH 45036
513-695-1193

For Office Use Only:

Original ROW Grantor: Hanovia Farms Inc.
LPM No. O-106, 107,108, 109

Flora Kohler
O-109

J.D. Landen etal
O-109

Resolution

Number 21-0747

Adopted Date June 01, 2021

APPROVE AGREEMENT AND ADDENDUM WITH YOUNG STAR ACADEMY, LLC
RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF
WARREN COUNTY CHILDREN SERVICES.

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreements and addendums with the Young Star Academy, LLC relative to home placement and related services for calendar year 2021, on behalf of Children Services as attached hereto and made a part hereof:

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

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

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Young Star Academy, 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 Young Star Academy, LLC, hereinafter "Provider," whose address is:

Young Star Academy, LLC

Collectively the "Parties."

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RECITALS

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

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

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

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from **06/01/2021** through **05/31/2022**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

In addition to the initial term described above, this Agreement may be extended at the option of the Agency and upon written agreement of the Provider. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

Article V. PROVIDER RESPONSIBILITIES

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

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

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
 2. Child Alleging Physical or Sexual Abuse/Neglect;
 3. Death of Child;
 4. Illicit drug/alcohol use, Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion/Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse;
 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse\Neglect Hotline/assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been

completed.

- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. 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	Young Star Academy, LLC

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 (CORSA).

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

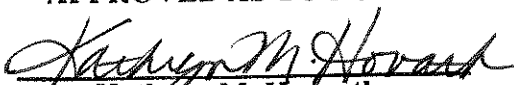
This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

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

SIGNATURES OF PARTIES:

Provider:		5-11-21
Printed Name		Date
Young Star Academy, LLC		
Agency:		
Printed Name		Date
Warren County Children Services		
		5/25/21

APPROVED AS TO FORM


Kathryn M. Horvath
 Asst. Prosecuting Attorney

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

ADDENDA TO AGREEMENT

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

This Agreement is between

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 Young Star Academy, LLC		
Street/Mailing Address 1012 Odnr Mohican 51		
City Perrysville	State OH	Zip Code 44864

Contract ID : 19239331

Originally Dated :06/01/2021 to 05/31/2022

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

Amendment Number 1 :

Amendment Reason:

OTHER.

Amendment Begin Date:

06/01/2021

Amendment End Date :

05/31/2022

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency : Warren County Children Services
 Run Date: 05/03/2021
 Provider / ID : Young Star Academy, LLC/ 3796573
 Contract Period : 06/01/2021 - 05/31/2022

Service Description	Service ID	Person	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
Young Star Academy (20657)	343626	,		\$264.00	\$9.00							\$273.00	06/01/2021	05/31/2022
Young Star Academy (20657)	343626	,		\$284.00	\$9.00							\$293.00	06/01/2021	05/31/2022
Young Star Academy (20657)	343626	.		\$310.00	\$9.00							\$319.00	06/01/2021	05/31/2022
Young Star Academy (20657)	343626	,		\$494.00	\$9.00							\$503.00	06/01/2021	05/31/2022

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Ashland

I, Olga Starr, holding the title and position of Executive Director at the firm Melican Young Star Academy 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:

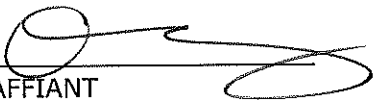
The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

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.

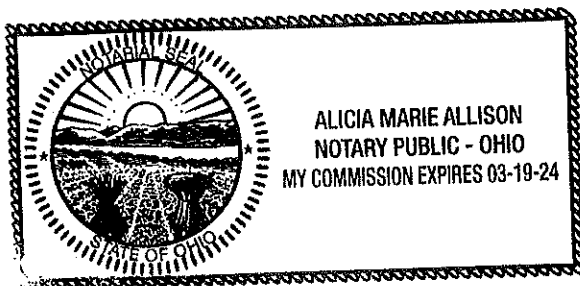

AFFIANT

Subscribed and sworn to before me this 11 day of May 20 21

Alicia Marie Allison
(Notary Public),

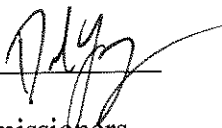
Ashland County.

My commission expires 3-19 20 24

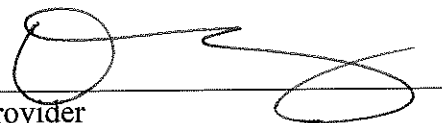


IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 21-0747, dated 6/11/21, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners




Provider

Date 6/11/21

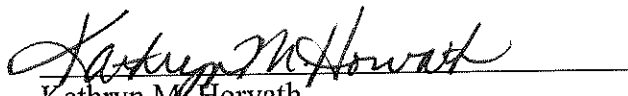
Date 5-11-21

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

**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.

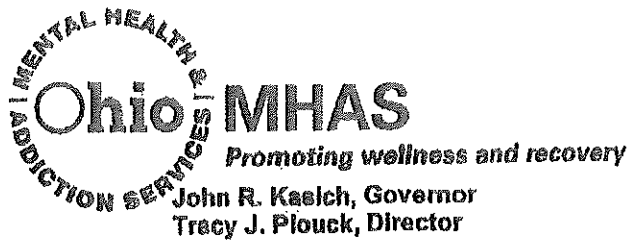
BB. Provider shall make available for immediate inspection upon request by the Agency any and all written policies and procedures for operation of the facility, including, but not limited to, policies relating to use of physical restraint; searches, including policies for strip searches, and cavity searches;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



Mental Health Certification Certificate of Services

For
Mohican Youth Academy

Certification Number: 01-7531

Issued: March 01, 2018

Expires: February 28, 2021

In accordance with Section 5119.611 (A) and (C) of the Ohio Revised Code, this agency meets the minimum standards and is hereby certified for a period of three (3) years to provide mental health services and activities at the location(s) specified below:

Behavioral Health Counseling & Therapy
Pharmacologic Management

Mental Health Assessment



Director, Ohio Department of Mental Health and Addiction Services



Promoting wellness and recovery

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

September 17, 2018

Olga Starr
Young Star Academy, LLC
1012 ODNR Mohican 51
Perrysville, Ohio 44864

Re: License No. 06-7666

Dear Ms. Starr:

Young Star Academy, LLC has been surveyed in accordance with Section 5119.34 of the Ohio Revised Code. **Your corrective actions have been determined to be in compliance with Ohio Administrative Code (OAC), chapter 5122-30.** You are licensed to operate a residential facility as specified on the enclosed license(s). Each license specifies the term of the license, the maximum number of residents for the facility, the maximum number of household members, and the classification type of the residential facility.

The license is not transferable to any other site or property. The operator of the residential facility shall be responsible for notifying the Department of any changes or proposed changes concerning the information submitted and attested to in the application, or in operation of the facility which alter or modify the type of activity for which the facility is licensed, and/or the continued compliance of the facility with the requirements for licensure.

As a reminder, you are required to submit a Residential Incident Notification form for any reportable incident within twenty-four hours of discovery, excluding weekends and holidays.

If you have any questions regarding any of the above please do not hesitate to contact our office at 614-466-7940.

Sincerely,

Janel M. Pequignot, Chief
Bureau of Licensure and Certification

pc: Executive Director, Ashland County MHRS Board
Cheryl Casto, MSCJ, LICDC, Behavioral Health Standards Surveyor, OhioMHAS
Susan Sekely, MBA, Supervisor, Bureau of Licensure and Certification, OhioMHAS



MHAS

Promoting wellness and recovery

John R. Kasich, Governor

Mark Hurst, M.D., Director

License to Operate a Residential Facility

This Residential Facility has been surveyed in accordance with Section 5119.34 of the Ohio Revised Code, is in compliance with rules adopted pursuant to this Chapter, and is hereby issued this license for the maximum number of residents and household members specified.

Date of Issue: September 11, 2018

Date of Expiration: September 10, 2021

Name of Facility: **Young Star Academy, LLC**

Address: 1012 ODNR Mohican 51, Perrysville, Ohio 44864

County: County of Ashland MHRS Board

Operator: Olga Starr

Term: Full

License Number: **06-7666**

Number of Licensed Beds: 87

Number of Household Members: 0

Classification: One

Director, Ohio Department of Mental Health and Addiction Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/6/2020

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

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

PRODUCER J A Knapp Agency PO BOX 286 Sunbury OH 43074	CONTACT NAME: John Knapp	FAX (A/C, No):
	PHONE (A/C, No, Ext): 7409130815	
	E-MAIL ADDRESS: john@jaknapp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: PHILADELPHIA IND INS CO	18058
INSURED Young Star Academy LLC 1012 ODNR MOHICAN 51 PERRYSVILLE OH 44864	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK1889738	10/01/2020	10/01/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1889738	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			PHUB695973	10/01/2020	10/01/2021	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
							PER STATUTE <input checked="" type="checkbox"/> OTH-ER	Stop Gap
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PHPK1889738	10/01/2020	10/01/2021	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Sexual/Physical Abuse or Molestation			PHPK1889738	10/01/2020	10/01/2021	Occurrence	\$ 1,000,000
							Aggregate	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as additional insured if required by written contract on the General Liability policy.
Waiver of subrogation applies to the General Liability policy. Umbrella form is Excess.

CERTIFICATE HOLDER Warren County Children Services 416 South East Street Lebanon OH 45036	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>John A. Knapp</i>

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0748

Adopted Date June 01, 2021

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


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

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

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

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – O.C.D.A.
CSEA (file)

**PARTICIPATION AGREEMENT REGARDING THE
USAGE OF THE AGREEMENT BETWEEN THE COUNTY COMMISSIONERS
ASSOCIATION OF OHIO SERVICE CORPORATION AND WEST PUBLISHING
CORPORATION, EXECUTED MAY, 2021**

This Participation Agreement, regarding the location services for Non-Custodial Parents through public records data to be performed by West Publishing Corporation through the Consolidated Lead Evaluation and Reporting database (CLEAR), is entered into for usage of the program as of June 1, 2021 through May 31, 2023, by and between the County Commissioners Association of Ohio Service Corporation ("CCAOSC"), an Ohio for profit corporation and the Board of County Commissioners, WARREN COUNTY, an entity under the auspices of the political subdivision of the State of Ohio ("Participant") and the Ohio CSEA Directors' Association ("OCDA" or "Manager").

RECITALS

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

WHEREAS, CCAOSC wishes to avail itself of the expertise of the Ohio CSEA Directors' Association ("OCDA") in relation to the administration of said agreements;

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

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

WHEREAS, a contract was executed by representatives of West Publishing Corporation and by representatives of CCAOSC in May, 2021 after a Request for Proposal was issued, the proposal was reviewed, it was determined that West Publishing Corporation offered the best access to location data and prison data through CLEAR, and

WHEREAS, CCAOSC, OCDA and the Participant(s) agree that it is necessary and desirable that this Agreement be entered into in order to provide key investigative content at a competitive statewide price.

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

SECTION 1. DEFINITIONS

Manager - The Ohio CSEA Directors' Association (hereinafter referred to as OCDA or Manager) will be responsible for all activities associated with the administration of the Agreement, including invoicing and reporting, adding or changing users, and coordination of training for counties.

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

Program – The use of the potential location leads for parents who are currently participants in a family services program.

Program Term - The period commencing June 1, 2021 and ending on May 31, 2023.

Vendor – West Publishing Corporation.

Agreement - That certain contract effective June 1, 2021 between West Publishing Corporation and CCAOSC for location services for non-custodial parents through public records and other provided data, in which the OCDA will be providing administrative support. The Agreement is attached hereto and referenced as Exhibit A. This Agreement is valid through May 31, 2023. The Agreement provides for two additional two-year extensions. Any subsequent Agreement beyond May 31, 2027 will go through a competitive procurement process.

SECTION 2. RESPONSIBILITIES OF THE PARTIES REGARDING AGREEMENT

A. Participant agrees to:

1. Be bound by the terms and conditions of the Agreement.
2. Monitor its service usage by confirming that usage is for permissive purposes under the original agreement between CCAOSC and West Publishing if requested to do so.
3. Notify Manager if there is a desire to add users or services after June 1, 2021 with the understanding that they will be added at a rate of \$32.41 per user, per month for the period June 1, 2021 to May 31, 2022, and at the rate of \$33.38 per user, per month, for the period June 1, 2022 to May 31, 2023.

Real time incarceration and arrest records may be added at a rate of \$100.00 per user, per month for the period June 1, 2021 to May 31, 2022, and at the rate of \$103.00 per user, per month, for the period June 1, 2022 to May 31, 2023.

Batch premium alerts may be added in volume tiers according to the chart below:

June 1, 2021 to May 31, 2022		June 1, 2022 to May 31, 2023	
Alerts	Cost Per Month	Alerts	Cost Per
Month			
100	\$44.00	100	\$46.00
300	\$72.00	300	\$76.00
500	\$114.00	500	\$120.00
1,000	\$216.00	1,000	\$227.00
1,500	\$315.00	1,500	\$331.00
3,000	\$612.00	3,000	\$643.00
5,000	\$990.00	5,000	\$1,040.00
10,000	\$1,920.00	10,000	\$2,016.00
25,000	\$4650.00	25,000	\$4,883.00

4. Pay a program administrative expense to the Manager with the June invoice of \$80.00 per user, per year. This fee is intended to offset costs associated with the administration of the Agreement by the Manager.
5. Make payment to the Manager for any invoice received within thirty (30) days from receipt, as described in the Agreement. Participant will be invoiced for users monthly starting June 1, 2021 until May 31, 2023. The program administrative expense will be invoiced each year in the month of June for 2021 and 2022, respectively. Participants are not responsible for any interest on delayed payments but agree to be as timely as possible in the processing of said payments.
6. Notify the Manager no later than **March 15, 2023** if it determines that it: i) does not want to utilize the Agreement in future contract periods; ii) does not want to maintain its membership in CCAO; iii) does not want to maintain its membership in the OCDA. Any notices provided pursuant to this paragraph shall also be utilized in the competitive procurement process. Participant must identify the number of users for the next contract period.
7. Maintain its membership in both CCAO and OCDA during the pendency of the Agreement. If the Participant loses membership status during the Agreement time period, any remaining contract fees will be accelerated and due within thirty days of separation from membership, and services may continue to the end of the Agreement time period.
8. Maintain the list of users with access to West Publishing Corporation under the current web-based system. All efforts must be undertaken by the Participant to maintain its number of users during the Agreement time period.

B. County Commissioners Association of Ohio Service Corporation agrees to:

1. Be bound by the terms and conditions of the Agreement.
2. Immediately notify Participant if West Publishing Corporation proposes any modification, amendment or change to the Agreement.
3. Immediately notify Participant if a public records request is made relating to Participant records that are in the possession of CCAOSC.
4. Give Participant written notice no later than March 15, 2023 if it determines that it will not continue the current agreement or enter into a new agreement after May 31, 2023.
5. Immediately notify Participant if either West Publishing Corporation or CCAOSC exercise its right to terminate the Agreement.
6. Not seek further payment, compensation or remuneration from Participant once payment has been made to Manager for any charges attributable to services it has acquired under the Agreement. In this same regard, CCAOSC and Manager agree to hold Participant harmless for any requests from West Publishing Corporation for payments made by Participant to Manager and not forwarded to West Publishing Corporation.

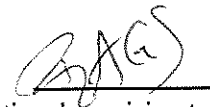
C. Ohio CSEA Directors' Association (Manager) agrees to:

1. Be bound by the terms and conditions of the Agreement.
2. Assist in the registration and management of users under the Agreement.
3. Assist in procuring all necessary signatures for the Participation Agreement.
4. Issue billing statements on a monthly basis. The first one will be for June 1, 2021.
5. Communicate requests and feedback from the users to West Publishing Corporation.

SECTION 3. OPTIONAL PROVISIONS

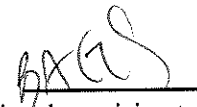
REAL TIME INCARCERATION AND ARREST RECORDS

By initialing this section, Participant indicates their intention to exercise the optional provision to add Real Time Incarceration and Arrest (RTIA) Records to their Agreement and will provide a list of users for RTIA to the Manager at the time of execution of this Agreement.



BATCH PREMIUM ALERTS

By initialing this section, Participant indicates their intention to exercise the optional provision to add Batch Premium Alerts to their Agreement and will communicate their selected tier of alerts to the Manager at the time of execution of this Agreement.



SECTION 4. AMENDMENTS

This Agreement may be modified as necessary as long as agreed upon by all three parties and the overall cost of all users does not change from the costs identified in this Agreement.

SECTION 5. MISCELLANEOUS

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

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

1. DEBT CHECK PROVISION

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this Contract, Vendor warrants that a finding for recovery has not been issued to Vendor by the Ohio Auditor of State. Vendor further warrants that Vendor shall notify the county within one (1) business day should a finding for recovery occur during the Contract term.

2. NON-DISCRIMINATION/EQUAL OPPORTUNITY


Vendor agrees that, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

Vendor further agree that no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

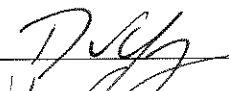
All contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services.

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

COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICE CORPORATION (CCAOSC)

By:  Address: 209 East State Street
Columbus, Ohio 43215

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

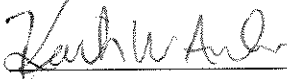
By: #  Address: 406 JUSTICE DR
Lebanon, OH 45036
David G. Young
President

Date of Adoption of Approving Board Resolution _____

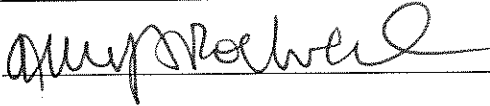
PARTICIPANT AGENCY: WARREN COUNTY CSEA

By:  Address: PO BOX 440 500 JUSTICE DR
Director Lebanon, OH 45036

If necessary, Approved as to form:



OHIO CSEA DIRECTORS' ASSOCIATION (OCDA)

By:  Address: 1103 Schrock Road, Suite 309
Columbus, Ohio 43229

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Franklin

I, Amy Roehrebeck, holding the title and position of Executive Director at the Ohio CSEA Directors' Association, 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.

Amy Roehrebeck
AFFIANT

Subscribed and sworn to before me this 21 day of May 2021

Christina Rodeniser
(Notary Public),

Franklin County.

My commission expires March 4 2024



CHRISTINA L. RODENISER
Notary Public, State of Ohio
My Commission Expires
3/4/24

AFFIDAVIT OF NON COLLUSION

STATE OF _____
COUNTY OF _____

I, JOHN R LEUTZ, holding the title and position of CAO Assistant Director at the firm County Commission Assn of Ohio affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

[Signature]
AFFIANT

Subscribed and sworn to before me this 21st day of May 20 21

Christina Rodeniser
(Notary Public),

Franklin County.

My commission expires March 4 20 21



CHRISTINA L. RODENISER
Notary Public, State of Ohio
My Commission Expires
3/4/24

Resolution

Number 21-0749

Adopted Date June 01, 2021

APPROVE A SUBGRANT AGREEMENT WITH OHIO DEPARTMENT OF JOB AND FAMILY SERVICES ON BEHALF OF THE CHILD SUPPORT ENFORCEMENT AGENCY

BE IT RESOLVED, to approve a subgrant agreement with the Ohio Department of Job and Family Services for State Fiscal Years (SFY) 2022 AND 2023, as attached hereto and made a part hereof; and

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

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES SUBGRANT AGREEMENT

G-2223-11-7002

RECITALS:

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS") and the Warren County Board of County Commissioners (hereinafter referred to as "Board"), in accordance with the Ohio Revised Code (ORC) Sections 307.98, 5101.21 and 5160.30.

The intent of this Subgrant Agreement is to establish between ODJFS and the Board the relationship of two "pass-through entities" and a "subrecipient" as those terms are used in 2 CFR 200, promulgated by the United States Office of Management and Budget (OMB).

This Subgrant Agreement is applicable to all subawards by ODJFS to Warren County for the operation of the Warren Child Support Enforcement Agency (CSEA) that is a standalone agency and performs all duties assigned to a child support enforcement agency. It is not applicable to subawards relating to any duties assigned to a county department of job and family services (CDJFS) under ORC Section 329.04, or to any duties assigned to a public children services agency (PCSA), nor is it applicable to subawards funded or authorized by the Workforce Investment Act (WIA), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight. Subawards subject to this Subgrant Agreement include subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (DHHS) and the United States Department of Agriculture (USDA). Subawards subject to this Subgrant Agreement are not for research and development purposes.

DEFINITIONS:

- A. "County family services agency" means a county department of job and family services (CDJFS), a public children services agency (PCSA) and a child support enforcement agency (CSEA), as designated by the board of county commissioners in ORC Section 307.981. County family services agency also means a joint CDJFS formed by a written agreement entered into between boards of county commissioners as described in ORC Section 329.40.
- B. "Departments" means ODJFS and ODM relative to this three-way Subgrant Agreement.
- C. "Family services duty" means a duty state law requires or allows a county family services agency to perform including all financial and administrative functions associated with the performance of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Investment Act (WIA), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight.
- D. "Financial assistance" means all cash, reimbursements, allocations of funds, cash draws, and property provided by ODJFS to a county family services agency. All requirements in this Subgrant Agreement related to financial assistance also apply to any money used by the county to match state or federal funds.
- E. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the ORC, uncodified law included in an Act, the Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, Office of Management and Budget (OMB) Uniform Guidance, circulars, or any other materials issued by OMB that a federal statute or regulation has made applicable to state and local governments, and any Governor's Executive Orders to the extent that they apply to counties. The term "state and federal laws" not only includes all state and federal laws existing on the effective date of this Subgrant Agreement, but also those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Subgrant Agreement.
- F. "Subgrantee" has the same meaning as "county grantee," as that term is defined in ORC Section 5101.21 (A) (1).

- G. "Subgrant agreement" has the same meaning as "grant agreement," as that term is defined in ORC Section 5101.21 (A) (6).

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

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by the Warren County CSEA.
- B. This Subgrant Agreement is entered into by the Board on behalf of Warren County and of the Warren County CSEA (hereinafter collectively referred to as "Subgrantee").

ARTICLE II. STATUTORY AUTHORITY OF ODJFS

As a pass-through entity under OMB 2 CFR 200 (Uniform Guidance) ODJFS may:

- A. Provide financial assistance to the Subgrantee in accordance with this Subgrant Agreement and state and federal laws.
- B. Provide annual financial, administrative, or other incentive awards to the Subgrantee subject to ORC Section 5101.23.
- C. Monitor the Subgrantee to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this Subgrant Agreement.
- E. Provide technical assistance and training to assist the Subgrantee in complying with its obligations under state and federal law and this Subgrant Agreement.
- F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against the Subgrantee will be taken in accordance with ORC Section 5101.24, unless another section provides authority for a different action. If ODJFS takes an action authorized by ORC Section 5101.24, ODJFS will provide written notice to the Board, the county auditor, and the CDJFS director. The entity against which any action is taken may request an administrative review in accordance with ORC Section 5101.24, except as provided by Section 5101.24 (E).

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

As a subrecipient of the state of Ohio under OMB 2 CFR 200 (Uniform Guidance), Subgrantee must:

- A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed in accordance with conditions, requirements and restrictions established by the Departments and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the standards established by ODJFS. Subgrantee will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules, formats and other requirements established by ODJFS.
- C. Promptly reimburse ODJFS the amount the Subgrantee is responsible for, pursuant to action ODJFS takes under ORC Section 5101.24 (C), of funds the department pays to any entity because of an adverse audit

- finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty.
- D. Promptly reimburse the Departments the amounts of any cash overdrafts or excessive cash draws paid to Subgrantee by ODJFS.
- E. Take prompt corrective action if the Departments, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved. Correct action includes, but is not limited to, paying amounts resulting from an adverse finding, sanction, or penalty.
- F. Where Subgrantee identifies reimbursements or other payments due the Departments, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where the Departments identifies reimbursements or other payments due to the Departments and ODJFS notifies Subgrantee, payment shall be made in the manner specified by the Departments.
- G. Make records available to the Departments, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- H. Provide and ensure the existence and availability of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by Subgrantee. Subgrantee must also ensure that any matching funds, regardless of their source, that Subgrantee manages are clearly identified and used in accordance with federal and state laws and the requirements of this Subgrant Agreement.
- I. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Section 5101:9-9-21, 5101:9-9-21.1 and 5101:9-9-29.
- J. Comply with all requirements of state and federal laws which are required by OAC Section 5101:9-4-04 to be included in a county written code of standards of conduct and with all additional requirements and prohibitions specified in that administrative rule.
- K. Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.
- L. Immediately take measures to incorporate paragraph K above, into existing agreements and contracts and shall incorporate the above language in all future agreements and contracts with other entities. Subgrantee shall require all entities with which it sub-grants and contracts with to incorporate Sections K and A, above, in all its existing agreements and contracts that are funded in whole or in part with funds from the U.S. Department of Agriculture or Health and Human Services, and shall further require those entities to incorporate the language in all future agreements and contracts with other entities.
- M. Post and require all entities with which it sub-grants and contracts to post the most recent version of the AD-475A and/or AD-475B "And Justice for All" poster.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2021, through June 30, 2023, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.
- B. In addition to Article IV-A above, it is expressly understood by the Departments and Subgrantee that this Subgrant Agreement will not be valid and enforceable until, pursuant to ORC Section 126.07, the State of

Ohio Director of the Office of Budget and Management first certifies there is a balance in the appropriation not already allocated to pay current obligations.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Subgrant for State Fiscal Years (SFY) 2022 and 2023 and grant specific terms and conditions such as, but not limited to, the applicable period of performance, will be provided to Subgrantee in formal notices. The Departments will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC Section 5101:9-6. ODJFS will notify Subgrantee of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.
- B. Subgrantee will limit cash draws to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR 205, 45 CFR 75, 2 CFR 400 and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual. Subgrantee agrees that amounts submitted as the basis for claims for reimbursement will not exceed the amount of actual cash expenditures for lawfully appropriate purposes under the terms of the subaward in question.
- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at any time the Departments' Director determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, said Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding the Departments for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- D. In all circumstances under which budgetary information is maintained or is required to be maintained for a grant, Subgrantee must be able to reconcile budgetary expenditures to actual costs when required by the Departments.
- E. As a subrecipient of federal funds, Subgrantee hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB 2 CFR 200, 2 CFR 300, 2 CFR 400, as well as 45 CFR 75, 45 CFR 95, and 45 CFR 96, including but not limited to, the following federal rules:
1. Standards for financial management systems: Subgrantee and its subgrantee(s) will comply with the requirements of 2 CFR 200 (D) and (E), 45 CFR 75.302, 2 CFR 200 and 2 CFR 400.1, including, but not limited to:
 - a. Fiscal and accounting procedures.
 - b. Accounting records.
 - c. Internal control over cash, real and personal property, and other assets.
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts.
 - e. Source documentation; and
 - f. Cash management.
 2. Period of performance and availability of funds: Pursuant to 2 CFR 200.309, 2 CFR 200.343, 45 CFR 75.309, 2 CFR 200 and 2 CFR 400.1, Subgrantee and its subgrantee(s) may charge to the Federal award only costs resulting from obligations incurred during the funding period specified in the notices under Article V-A, above, unless notified by ODJFS that carryover of these balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law and specifications by ODJFS, not to exceed 90 days.

3. Cost sharing or matching: Pursuant to 2 CFR 200.306, 45 CFR 75.306, 2 CFR 200 and 2 CFR 400.1, cost sharing or matching requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.

For Federal programs in which state funds are made available to use as matching funds, the Subgrantee is required to use, in addition to the amounts required under ORC Section 5101.16, additional local funds for matching funds in the event that the state funding allocated for that purpose is exhausted.

4. Program income: Program income must be used as specified in 2 CFR 200.307, 45 CFR 75.307, 2 CFR 200 and 2 CFR 400.1.
5. Real property: If Subgrantee is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 200.311, 45 CFR 75.318, 2 CFR 200 and 2 CFR 400.1.
6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 2 CFR 200.313, 45 CFR 75.320, 2 CFR 200 and 2 CFR 400.1.
7. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 2 CFR 200.314, 45 CFR 75.321, 2 CFR 200 and 2 CFR 400.1.

- F. Subgrantee expressly certifies that neither it, nor any of its principals, is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

ARTICLE VI. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB 2 CFR 200. Subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1, and 2 CFR 200.501, Subgrantee must ensure that the county of which they are a part has an audit with a scope as provided in 2 CFR 200.514 that covers funds received under this Subgrant Agreement. Costs of such audits are allowable as provided in 2 CFR 200.425. Subgrantee must send one (1) copy of the final audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section, at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within two (2) weeks of the Subgrantee's receipt of any such audit report.
- B. Subgrantee has additional responsibilities as an auditee under 45 CFR 75.508, et seq., and OMB Omni-Circular, 2 CFR 200.508, et seq., that include, but are not limited to:
 1. Proper identification of federal awards received.
 2. Maintenance of required internal controls.
 3. Compliance with all state and federal laws, and regulations, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs.
 4. Procuring or otherwise arranging for the audit required by this Article in accordance with 2 CFR 200.509, and ensuring it is properly performed and submitted when due in accordance with 2 CFR 200.512.
 5. Preparation of appropriate financial statements, including the schedule of expenditures of Federal awards in, accordance with 2 CFR 200.510.
 6. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511; and

7. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this Article. Subgrantee must take prompt action to correct problems identified in an audit.

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Departments' Director and the Board, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.
 2. Any of the parties may terminate after giving ninety (90) days written notice of termination to the other parties by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
 3. Either of the Departments may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, the Departments will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.
- C. Pursuant to ORC Section 5101.24, 45 CFR 75.371, 2 CFR 200 and 2 CFR 400.1, the Departments may take any or all of the following actions if Subgrantee, or any of its subgrantee(s): materially fails to comply with any term of an award, state and federal laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule.
 1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action.
 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance.
 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity.
 4. Withhold further awards for the Subgrant activity; or
 5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.
- C. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:
 1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement.
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities.
 3. Prepare and furnish a report to ODJFS, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other tasks that ODJFS requires.

- D. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, the Departments will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by the Departments of any occurrence of breach or default is not a waiver of subsequent occurrences. If one of the Departments or the Subgrantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other parties, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VIII. NOTICES

- A. Notices to the Departments from Subgrantee that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215.
- B. Notices to the Subgrantee from the Departments concerning any and all matters regarding this Subgrant Agreement, including changes in the amount of funding or in the source of federal funding, will be sent to the Board and other county signatories to this Subgrant Agreement.
- C. All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE IX. AMENDMENT, ADDENDA, AND SUBGRANTS

- A. **Amendment:** This document, along with any related addenda, constitutes the entire agreement between the Departments and Subgrantee with respect to all matters herein. Otherwise, only a document signed by both parties may amend this Subgrant Agreement. The Departments and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

If one of the Departments notices a need for correction of erroneous terms and conditions, ODJFS will immediately send Subgrantee an amended Subgrant Agreement for signature. If Subgrantee notices a need for correction of erroneous terms and conditions, it will immediately notify ODJFS.

- B. **Addenda:** ODJFS will provide information concerning changes to the requirements of this Subgrant Agreement in addenda thereto. Any addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an addendum will constitute acceptance of changes specified therein.
- C. **Subgrants**
1. Any subgrants made by Subgrantee to another governmental entity, university, hospital, other nonprofit, or commercial organization will be made in accordance with 2 CFR 200, 2 CFR 200.201, 45 CFR 75.352 and 2 CFR 400.1 and will impose the requirements of 45 CFR 75 and 2 CFR 400, as applicable, as well as federal and state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of ORC Section 5101.21.
 2. **Debarment and Suspension:** As provided in 2 CFR 200, 2 CFR 200.205, 45 CFR 75.212 and 2 CFR 400.1, Subgrantee, its principals, and its subgrantee(s) must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. Prior to making any such award or permitting any such award, Subgrantee must confirm that the party to which the award is proposed to be made is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

3. Procurement: While Subgrantee and its subgrantee(s) must use their own documented procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 2 CFR 200, 2 CFR 200.320, 2 CFR 400.1, 2 CFR 416.1 and 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. Monitoring: Subgrantee must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal and state requirements, including 2 CFR 200, 2 CFR 200.328, 45 CFR 75.342, 2 CFR 400.1 and OAC Section 5101:9-1-88. If Subgrantee discovers that subgrant funding has not been used in accordance with state and federal laws, Subgrantee must take action to recover such funding.
5. Duties as Pass-through Entity: Subgrantee must perform those functions required under state and federal laws as a subrecipient of the Departments under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE X. MISCELLANEOUS PROVISIONS

- A. Limitation of Liability: To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall any party be liable for any indirect or consequential damages, even if the Departments or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by the Departments to the Board, to any county signer required by ORC Section 5101.21 (B), or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, the Departments, or any of the officers or employees of the State of Ohio or the Departments.
- D. Subgrantee agrees that no agency, employment, joint venture, or partnership has been or will be created between ODM and Subgrantee. Subgrantee further agrees that, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. Subgrantee agrees that it is for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- E. Risk Assessment. In accordance with 2 CFR 200.331 and 2 CFR 200.207, the Departments as a pass-through entity evaluate Subgrantee's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, Subgrantee agrees to comply with specific conditions and monitoring requirements posed by the Departments to ensure proper accountability and compliance with program requirements and achievement of performance goals.
- F. Counterpart. This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

Signature Page Follows

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

SIGNATURE PAGE

G-2223-11-7002


THE PARTIES HAVE EXECUTED THIS SUBGRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

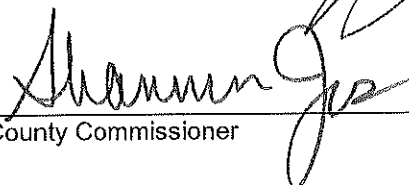
Warren County CSEA

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES

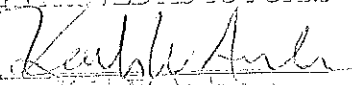

CSEA Director 5/27/2021
Date

Matthew Damschroder, Interim Director Date


County Commissioner 6/1/21
Date


County Commissioner 6/1/21
Date

County Commissioner Date

APPROVED AND FORWARDED


Asst. Prosecuting Attorney



Department of
Job and Family Services

Mike DeWine, Governor
Jon Husted, Lt. Governor

Matt Damschroder, Interim Director

To: County Agency Directors

From: Matt Damschroder, Interim Director

Date: May 10, 2021

Re: 2022/2023 Biennial Subgrant Agreement with ODJFS

Enclosed is the Subgrant Agreement to be executed by your agency and the Ohio Department of Job and Family Services (ODJFS) for State Fiscal Years 2022 and 2023. This agreement was prepared in accordance with ORC Section 5101.21 and establishes the terms and conditions for your agency's receipt of funding for the July 1, 2021 through June 30, 2023 biennium.

Changes to this year's Subgrant Agreement include the following:

Additions to Definitions – paragraph B was added

The subgrant agreement requires your signature and the signatures of your county commissioners and/or other county officials, as appropriate.

Please review the agreement, obtain the necessary signatures, and return the agreement no later than Friday, June 4, 2021 to Teresa.Atkins@jfs.ohio.gov. Questions about the agreement may also be directed to Teresa Atkins.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0750

Adopted Date June 01, 2021

APPROVE AND AUTHORIZE THE WARREN COUNTY PROSECUTOR'S OFFICE TO
SUBMIT A GRANT APPLICATION FOR VICTIMS ASSISTANCE FUNDS

BE IT RESOLVED, to approve and authorize the submission of 2021-2022 Application for
Victims of Crime Act (VOCA) Program and the State Victims Assistance Act (SVAA) to the
Attorney General's Office on behalf of the Warren County Prosecutor's Office, as attached
hereto and made a part hereof; and

BE IT FURTHER RESOLVED, in the event funding is not available, the Warren County Board
of Commissioners has no further obligation to fund this program.

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

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

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Vsp\

cc: Prosecutor (file)
OGA



DAVID P. FORNSHELL

WARREN COUNTY PROSECUTOR



Date: May 26, 2021
To: Warren County Commissioners
From: Erika Bourelle
Director of Victim Witness Services
Subject: 2022 VOCA Grant Application
VOCA Due Date: June 14, 2021

Dear Warren County Commissioners,

Attached in this packet you will find:

- 1) Ohio Attorney General letter outlining the amount we are eligible to request from VOCA this year
- 2) VOCA request
- 3) Victim Witness Division services flow chart
- 4) Victim Witness Division budget
- 5) Melissa Kennard's job description
- 6) First Responder Cards

Please let me know if you have any questions. Otherwise I will wait for the grant resolution to be emailed to Michelle Buck.

Thank you,

Erika



DAVE YOST

OHIO ATTORNEY GENERAL

Crime Victims Section
Office 614-466-5610

Dear Program Partner,

We are writing this letter to inform you for the 2021-2022 grant cycle, the Office of the Ohio Attorney General (OAG) expects to receive a reduction of roughly 34-35% for its VOCA award for the upcoming grant cycle. Because of this reduction, the majority of programs will also see a reduction as well. This letter is to inform each applicant of the amount they are eligible to request for the 2021-2022 grant cycle. **Warren County Prosecutor's Office** is eligible to apply for up to **\$38,916**.

Please note that this letter is not an award document, and the amounts listed here are solely to show the maximum amount each organization is eligible to apply for. These are estimated projections, and changes in amounts based on the final amount received and/or information provided in the application may change the final award amount, but the requested amount in the application should not exceed the amount listed in this letter.

We do understand these changes will have wide implications for your program, and this reduction of funds will cause challenges for services provided. But we are hopeful that future grant cycles will see a restoration of some of the funding lost. We express our complete empathy for any challenges your program has had to incur over the past year as well; these are challenging times, but we salute the services you continue to provide for to victims.

Thank you for the work you do on behalf of victims of crime in Ohio. In the coming weeks we will be contacting you with additional information about when the grant application window will open. Should you have any questions or concerns, please contact your Grant Specialist.

Sincerely

Aaron T. Bryant
Victim Services Development Director, Crime Victims Section
Office of the Ohio Attorney General Dave Yost

Your Request | View

[View](#) [Details](#) [Narratives](#) [Budget](#) [Documents](#) [Preview](#)

Grant Request

Request: #134521405
Program Name: WCPO Grant Application 2021-2022
SVAA Amount Requested: \$3,453.00
VOCA Amount Requested: \$38,916.01
Organization: Warren County Prosecutor's Office
Request Status: Created

Please review to ensure application is filled out in its entirety. Applications with missing information may not be reviewed.

Organization Documents

Articles of Incorporation and Amendments

IRS Determination Letter

Project Overview

Prior Funding? Yes
Type of Applicant Public Agency (Local)
Type of Application SVAA,VOCA
Assistance Establishment Date 07/01/1982

Ohio Congressional District(s) 7
Ohio House District(s) 1
Ohio Senate District(s) 54/62

Fiscal Officer of Project

Fiscal Officer Name David P Fornshell
Email david.fornshell@warrencountyprosecutor.com

Fax (513)695-2962
Phone Number (513)695-1325

Organization Accounting System

Pick One County Auditor's Office

Name, Phone, Email of Third Party Agent

Other Accounting System Explain

Counties Served

Current Warren

Proposed Warren

Priority Crime Categories and Underserved Victims

Indicate the percentage of the applicant's service that is aimed at the following crime categories

Child Abuse 10.06 %

Domestic Violence 20.59 %

Sexual Assault 1.25 %

Underserved 0.00 %

Other 68.10 %

Other Explain (List Crime Types) Assault, Arson, Burglary, DUI/DWI incidents, Elder Abuse, Identity Fraud/Financial Crime, Kidnapping, Mass-violence, Vehicular Victimization, Robbery, Stalking/Harassment, Survivors of Homicide Victims, Violation of a Protection Order, Public Indecency, Nonsupport of a minor, Corrupting another with drugs

Indicate the percentage of the applicant's service that is aimed at the following types of victims.

Homeless 0.51 %

Deaf or Hard of Hearing 1.19 %

Elderly 8.00 %

Victims with Disabilities 4.88 %

Lesbian, Gay, Bisexual, Transgender 0.63 %

Immigrants/Refugees/Asylum Seekers 0.00 %

Veterans 0.40 %

Other (Explanation Required) 0.45 %

Define Other Victims with limited English

Program Service Summary

Please indicate your primary program classification.

Pick (use control to select multiple) Prosecutor or Law Enforcement based program

Sub programs

Rape Crisis Programs

Advocacy Programs Assess and make referrals for medical & social services,Assess the safety of the victim(s) & assist with a safety plan,Inform the victim(s) of restitution or other relief,Inform the victim(s) of their rights,Inform victim of any public court proceedings with the accused,Provides services to cases regardless of their ability to be prosecuted fully,Response to crime scenes for immediate crisis support

Domestic violence shelters

General programs

Types of criminal victimization categories the agency projects to serve for this grant period.

Pick (use control to select multiple) Adult Sexual Assault,Adults Sexually Abused as Children,Arson,Assault,Bullying,Burglary,Child Physical Abuse/Neglect,Child Pornography,Child Sexual Abuse,Domestic and/or Family Violence,DUI/DWI Crashes,Elder Abuse,Harassment,Human Trafficking: Sex,Human Trafficking: Labor,Identity Theft/Fraud/Financial Crime,Kidnapping (noncustodial),Mass Violence,Other Vehicular Victimization,Robbery,Stalking/Harassment,Survivors of Homicide Victims

Explanation These services are provided by our division through assessing each individual victim's needs. The victim's safety and trauma will be assessed and subsequent referrals to other social services agencies will be made. Each victim is made aware of their rights as a crime victim, kept informed of, accompanied, and given a chance to speak at criminal justice proceedings, provided communication with the prosecuting attorney, and given the tools to be made financially whole again, through assistance with applications for restitution or Victims of Crime Compensation. Our division will also respond to an emergency if called by law enforcement to provide on-site crisis response and mandatory children or adult protective services referrals, and later follow-up with the victim. Advocacy services are also provided as part of a multi-disciplinary team within the Child Advocacy Center of Warren County.

Types of services to be provided by the agency for this grant period.

Services Provided Assistance with victim compensation application,Information about the criminal justice system,Information about victim rights,Referral to other victim service programs,Referral to other non-victim service programs,Victim advocacy/accompaniment to emergency medical care,Victim advocacy/accompaniment to medical forensic exam,Transportation assistance (includes coordination of services,Crisis intervention (in-person, includes safety planning, etc.),On-scene crisis response (e.g., community crisis response),Notification of criminal justice events,Victim impact statement assistance,Assistance with restitution,Prosecution interview advocacy/accompaniment,Law enforcement interview advocacy/accompaniment,Criminal advocacy/accompaniment

Explanation The Victim Witness Division will serve these victims by informing them of their rights throughout the criminal justice process. We will notify them of and accompany them to criminal court proceedings. We will assist them with statements they wish to make to the court, via a Victim Impact Statement or restitution request. Assessment of the victim's other needs will be done and referrals to other social service agencies will be made when necessary. Collaboration with other local agencies, and advocacy will be provided in cases of child abuse. The division also provides emergency crisis response.

Organization/Project Details

How is your project different from similar projects at other organizations in your service area?

Details The Warren County Prosecutor's Office Victim Witness Division differs from similar projects in the county because we are directly within the prosecutor's office. Every crime victim in Warren County is assisted by our division, through placement of our Victim Witness Coordinators in each of the four municipal courts, juvenile court, and common pleas court.

Does your organization have a sustainability plan to maintain operations in the event of funding decreases? Explain.

Sustainability Plan The Warren County Prosecutor's Office general budget supports and funds the Victim Witness Services Program as approved by the Warren County Commissioner's Office. The general budget makes provision for two full time, one part time Victim Witness Coordinator, and the remaining budget of the full time Victim Witness Coordinator partially funded by VOCA. Each municipal court provides funds for the victim services provided by our division within its court, while the Warren County Commissioners agree to a 20% match of this grant proposal to cover the full time Victim Witness Coordinator position partially funded by VOCA. While VOCA and/or SVAA funds continue to decrease, our agency would look for other sources of funding to support the two positions covered by the VOCA funding, as well as the mileage reimbursement to and from municipal courts in the county covered by the SVAA funding. We would also approach our commissioners with our budget request and needs and hope that they are able to create a larger match for our grant, as our services are expected and vital for crime victims in Warren County.

Data Collection

Does your program/organization collect data on any facet of your service or service population?

Data Collection Yes

How many non-anonymous victims did your VOCA funded or proposed VOCA funded program serve in the 2019-2020 grant cycle? (October 1, 2019- September 30, 2020)

Non-Anonymous Served 1763

How many anonymous victims did your VOCA funded or proposed VOCA funded program serve in the 2019-2020 grant cycle? (October 1, 2019- September 30, 2020)

Anonymous Served 0

What was the total number of victims served in the 2019-2020 grant cycle? (non-anonymous + anonymous)

Total Served 1763

During the 2019-2020 grant cycle, did your organization serve more or less victims than the previous grant cycle? Explain why you believe that is.

Increase/Decrease The Warren County Prosecutor's Office Victim Witness Division served more victims (1763) during the 2019-2020 grant cycle than the 1606 victims served in the 2018-2019 grant cycle. Our division noted a larger number of Domestic Violence and Child Abuse cases in the 2019-2020 grant cycle; presumably because of the COVID-19 lockdown measures.

Project Justification

How many full-time equivalent staff is your organization proposing to be funded by VOCA/SVAA?

FTE Staff 1

Using data reported in the Data Collection section above, how do you determine the number of FTE staff needed to serve the amount of victims your agency serves?

Staff Justification Of the 1763 total victims served by our division in the 2019-2020 grant cycle, the Victim Witness Coordinator that is funded by the grant accounts for assistance to 21.38% of those victims. The Victim Witness Coordinator covers one half of all Warren County Common Pleas Court cases.

Funding Changes

How have decreases in funding impacted your organization and the services provided to victims of crime? How will a decrease in the upcoming grant cycle impact your organization and the services provided to victims of crime?

Funding Changes The Warren County Prosecutor's Office is mandated to provide the services that the Victim Witness Division provides to victims of crime. While the Victim Witness Division continues to provide services to larger number of victims each year, decreases in the VOCA funding have impacted the Warren County Prosecutor's Office drastically over the last few years. VOCA funding was typically used to cover the budget for two full time Victim Witness Coordinator positions, while now it only partially covers one full time position.

Narrative

Describe the services your organization provides to victims of crime. In order to provide a full picture of the services provided by your agency, notate which services are funded through VOCA, and which services are funded by another funding source.

Direct Services For the VOCA funded Victim Witness Coordinator, the following services are provided;

1. Assists victims with the filing of charges and obtaining of temporary protection orders and no-contact orders. Provides victims with information regarding the criminal justice system, its process, and how the criminal case may proceed.
2. Provides information and referrals to family abuse shelters, crisis counseling, and other social services to assist and support victims experiencing psychological, emotional, and other problems due to victimization. Provides names, addresses, telephone numbers, and other necessary information that victims may need. Makes mandated referrals to appropriate agencies.
3. Accompanies victims to interviews with law enforcement and to medical examinations on an on-call basis.
4. Accompanies victim into the courtroom and addresses the court on the victim's behalf, at the victim's request. Makes arrangements for the safe entrance and exit to and from court for the victim and minimizes contact between the victim and defendant during the court proceedings, at the victim's request.
5. Assists victims with transportation and child care arrangements, if needed, so they may attend court, meetings with the prosecutor, and other related proceedings.
6. Maintains records for submission to the prosecutor concerning the victim's wishes, history between victim and defendant, and other relevant information. Serves as liaison between victim and prosecutor, talks to victim at length and then advises prosecutor of relevant information.
7. Assists in the preparation of victim impact statements and instructs the victim concerning procedures for gathering documentation for restitution. Answers questions, lends coping and problem solving skills to victim, and provides reassurance and support. Advises victims and witnesses of procedural status of case at all stages.
8. Relays case information to prosecutor and grand jury staff on cases bound over from lower court.
9. Prepares quarterly statistic reports.
10. Participates in meetings of Multi-Disciplinary Team on Child Abuse, and Domestic Violence Coordinating Council. Provides training to prosecutor's staff, law enforcement, and the general public.
11. Attends community outreach events; such as, National Night Out and National Crime Victims' Rights Week
12. Assists prosecutors and investigators regarding victim issues and concerns such as medical records, return of property held as evidence, and other matters.
13. Notifies victims of their statutory rights.
14. Represents prosecutor's office in positive manner to law enforcement, press, and general public.

Service Mapping


New Section

In the upload fields below, please upload a flow chart of the services provided to victims of crime by your agency. In the flow chart, show the process a victim goes through to receive services from your agency. Be sure to include all services in this flow chart that are available to victims of crime. Services that are funded by VOCA should be highlighted.

If you refer victims to a certain provider because your agency does not provide a certain service, please include that information in the flow chart as well. For instance, if your organization does not offer counseling/therapy for victims, but you frequently refer victims to a specific counseling agency when needed, include this in the flow chart.

Please include a separate flow chart for each county your organization provides victim services in. If you have more than 5 flow charts, you will need to combine multiple into one file.

An example flow chart can be found by clicking [HERE](#). This flow chart is an example and for illustrative purposes only. The design and look of your flow chart can be different from this example

Service Map 1  Victim Witness Division Services Flow Chart.pdf (128 KB)

Service Map 2

Service Map 3

Service Map 4

Service Map 5

Contacts

Contact 1 ORGANIZATION Child Advocacy Center of Warren County

Contact 1 NAME Amy Fornshell

Contact 1 EMAIL FornshellA1@childrensdayton.org

Contact 2 ORGANIZATION Warren County Children Services

Contact 2 NAME Ashley Stutzman

Contact 2 EMAIL ashley.stutzman@jfs.ohio.gov

Contact 3 ORGANIZATION Warren County Abuse and Rape Crisis Shelter

Contact 3 NAME Melissa Murphy

Contact 3 EMAIL mmurphy@arcshelter.com

Contact 4 ORGANIZATION

Contact 4 NAME

Contact 4 EMAIL

Contact 5 ORGANIZATION

Contact 5 NAME

Contact 5 EMAIL

Budget

Cultural Diversity of Applicant Agency


Caucasian Volunteers	0	Caucasian Staff	36	*Caucasian Governing Boards
African American Volunteers	0	African American Staff	0	*African American Governing Boards
Hispanic Volunteers	0	Hispanic Staff	0	*Hispanic Governing Boards
Asian Volunteers	0	Asian Staff	0	*Asian Governing Boards
Native American Volunteers	0	Native American Staff	0	*Native American Governing Boards
Other Volunteers	0	Other Staff	0	*Other Staff Governing Boards
Volunteer Totals	0	Staff Total	36	Governing Board Total

Service Areas

xport 1-1 of 1

Action	ID	African American	Asian	Caucasian	Created At	Created By	Hispanic	Name	Name	Native American	Other	link_request
View Del	134524127	6.31%	0.86%	77.67%	05/24/2021 11:11 AM	Michelle Buck	1.55%		Warren County, Ohio	0.00%	13.61%	134521405

Project Budget

Projected Budget  2022 Budget Spreadsheet.pdf (79 KB)

Funding Sources

xport 1-1 of 1

Action	ID	Created At	Created By	Federal Funds	Federal Revenue	Fiscal Site Visits	Requests	Updated At	Updated By
View Del	134524167	05/24/2021 11:25 AM	Michelle Buck	VOCA	\$38,916.00		WCPO Grant Application 2021-2022	05/24/2021 11:25 AM	Michelle Buck

xport 1-1 of 1

Action	ID	Created At	Created By	Fiscal Site Visits	Request	State Funds	State Funds	State Revenue	Updated At	Updated By
View Del	134524168	05/24/2021 11:25 AM	Michelle Buck		WCPO Grant Application 2021-2022	SVAA		\$3,453.00	05/24/2021 11:25 AM	Michelle Buck

xport 1-1 of 1

Action	ID	Created At	Created By	Local Revenue	Projected Revenue	Request	Updated At	Updated By
View Del	134524169	05/24/2021 11:25 AM	Michelle Buck	Warren County Commissioners	\$207,059.02	WCPO Grant Application 2021-2022	05/24/2021 11:31 AM	Michelle Buck

xport 1-1 of 1

Action	ID	Created At	Created By	Other Revenue	Other Revenue	Projected Revenue	Request	Updated At	Updated By
View Del	134524170	05/24/2021 11:25 AM	Michelle Buck	Municipal Court Fund		\$80,000.00	WCPO Grant Application 2021-2022	05/24/2021 11:25 AM	Michelle Buck

Details PERSONNEL-One full-time Victim Witness Coordinator for crimes being prosecuted in Warren County Common Pleas Court

This position is currently held by Melissa Kennard. Melissa has ten years of experience at the Warren County Prosecutor's Office and over fifteen years of collective experience in the field. Melissa's job description is attached.

VOCA funds for this position are needed to provide victim services for crime victims in Warren County's felony court system. Melissa received a 3% raise in 2021 based on merit, drive, passion and dedication to crime victims which was evident over this past year and documented in her annual evaluation. Funds are greatly needed for this full-time position. Melissa has served nearly 370 victims of felony related crimes over the last year. Without these funds, too many crime victims would not get the services needed and required.

Hourly Rate per Annual Hours = Annual Salary
 $\$25.01 \times 1320.8 = \$33,033.21$

Fringe benefits for this position include Medicare, health insurance, life insurance, unemployment required workers compensation, and PERS. The total cost for fringe benefits for this position is \$15,611.80. Total compensation for Melissa Kennard is \$48,645.00. A cost breakdown for Melissa Kennard is listed in the attached in the 2022 budget spreadsheet.

PRINTING

Printing cost not to exceed \$303.00 will include the First Responder Cards to distribute to law enforcement for crisis and hospital calls.

TRAVEL

The Warren County Prosecutor's Office Victim Witness Division offers full-time victim services to three municipal courts and is requesting \$2000.00 in SVAA funds to cover the cost of travel to two of the municipal courts. Each of the courts is in session two or three days a week, for 52 weeks a year. The total annual mileage for Franklin Municipal Court is 24.6×2 (times per week) $\times 52$ (weeks per year) $\times \$0.45$ (per gallon) = \$1,151.28. The total annual mileage for Mason Municipal Court is 19×2 (times per week) $\times 52$ (weeks per year) $\times \$0.45$ (per gallon) = \$889.20.

OTHER CATEGORIES

In-State Training and Emergency Services

The proposed request of \$1,000.00 will include registration fees, lodging and mileage reimbursement for, but is not limited to; Ohio Attorney General's Office Two Days in May, Ohio Attorney General's Office BASICS Training, and Ohio Domestic Violence Network Trainings.

The Warren County Prosecutor's Office Victim Witness Division serves victims of domestic violence and sexual assault that may require immediate financial assistance not to exceed \$150.00 in SVAA grant funds. Request to assistance includes but is not limited to; transportation assistance to and from court, lock changes for victim's homes to protect them from their offenders, and proper court attire.

Void Cost	Budget Computation	Cost Category	Total Amount	Cost Item	Cost Per Unit/Hour	Units/Hours	Fringe Benefits	Type	Match Amount	Match Type	Cost	Import Adjustment ID	Import ID	Updated At	Updated By	Request
SVAA																
	WCPO Grant Application 2021-2022	Travel	\$2,000.00	Direct Victim Services	\$0.45	4,444.44	\$0.00	SVAA	\$0.00		Direct Victim Services			05/24/2021 11:59 AM	Michelle Buck	WCPO Grant Application 2021-2022
	WCPO Grant Application 2021-2022	Printing	\$303.00	Agency Needs	\$3.03	100.00	\$0.00	SVAA	\$0.00		Agency Needs			05/24/2021 12:08 PM	Michelle Buck	WCPO Grant Application 2021-2022
	WCPO Grant Application 2021-2022	Other	\$1,000.00	In State Trainings	\$200.00	5.00	\$0.00	SVAA	\$0.00		In State Trainings			05/24/2021 12:08 PM	Michelle Buck	WCPO Grant Application 2021-2022
	WCPO Grant Application 2021-2022	Other	\$150.00	Emergency Victim Assistance	\$75.00	2.00	\$0.00	SVAA	\$0.00		Emergency Victim Assistance			05/24/2021 12:08 PM	Michelle Buck	WCPO Grant Application 2021-2022
Subtotal			\$3,453.00						\$0.00							
VOCA																
	WCPO Grant Application 2021-2022	Personnel	\$48,645.01	Melissa Kennard	\$25.01	1,320.80	\$15,611.80	VOCA	\$9,729.00	Cash	Melissa Kennard			05/24/2021 12:08 PM	Michelle Buck	WCPO Grant Application 2021-2022
Subtotal			\$48,645.01						\$9,729.00							
Page Total			\$52,098.01						\$9,729.00							
Grand Total			\$52,098.01						\$9,729.00							

Budget Table

Cost Category	VOCA Request	Cash Match	In-Kind Match	Total Costs (VOCA)	SVAA Request
Personnel	\$38,916.01	\$9,729.00	\$0.00	\$48,645.01	\$0.00
Consultants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contract Help	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Rent	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Telephone	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Groceries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$303.00
Other (Includes Equipment, Furnishing, & Appliances)	\$0.00	\$0.00	\$0.00	\$0.00	\$1,150.00
TOTALS	\$38,916.01	\$9,729.00	\$0.00	\$48,645.01	\$3,453.00

Request Documentation

Board Information

Job descriptions for personnel listings  Melissa Kennard Job Description.pdf (293 KB)

Samples for material to be printed  First Responder Cards.pdf (10 KB)

Request for Volunteer Waiver Yes

Reason Our office has sufficient staff to cover our work load effectively and efficiently. Our Victim Witness Coordinators and Legal Assistants handle all of the criminal cases. We cannot utilize volunteers because of the highly sensitive nature of our criminal cases.

Match Waiver Request No

Reason for Match Waiver

Ready To Submit?

[Proceed to Submission](#)

Request "WCPO Grant Application 2021-2022" has been updated.



All blue boxes are VOCA funded services

Criminal Incident:
Law Enforcement responds

Child Advocacy Center Interview:
Warren County Children Services, Law Enforcement and Victim Witness Coordinator present for child forensic interview

Emergency On-Call Services:
-Victim Witness Coordinator (VWC) responds to Law Enforcement request for emergency victim assistance

-VWC accompanies victim during medical examination, makes referral to *Children Services*, makes referral to *Abuse and Rape Crisis Shelter* for emergency housing, trauma counseling, safety planning, and assistance with filing for a Civil Protection Order

-Victim Witness Coordinator (VWC) meets with the child's family while the child is being interviewed to explain the criminal justice process, review resources available and rights for victims of crime, discuss mental health and medical referrals that may be made upon completion of interview, provide emotional support and makes referrals to *Abuse and Rape Crisis Shelter* for assistance with filing a Civil Protection Order

-VWC attends and participates in Multi-Disciplinary Team meetings to discuss each child's case and the current status of criminal investigation, children services case, and ongoing court proceedings with the perpetrator(s)

Criminal charges are filed by Law Enforcement or Private Complaint in the appropriate Warren County court:
The assigned Victim Witness Coordinator contacts victim

Victim Witness Coordinator (VWC) provides criminal justice advocacy

Informs victims of their rights as a victim of crime

Provides court accompaniment and addresses the court on the victim's behalf, at the victim's request. Assesses victim's safety and makes arrangements for safe entrance/exit from court

Assists victims with obtaining temporary protection orders, no-contact orders. Makes referral to *Abuse and Rape Crisis Shelter* for Civil Protection Order Assistance and counseling referral services

Provides transportation assistance and helps with childcare arrangements so victim may attend court/meetings

Accompanies victims to Interviews with law enforcement and meetings with prosecutor

Alerts victims of offender release, Judicial release, probation violations, and appeal process

Registers victim for V.I.N.E

Provides victim with ODRC victim services information if defendant sentenced to prison

Assists in preparation of Victim Impact Statements and instructs victims concerning procedures for gathering documents for restitution requests. Makes referrals and aids in the application for Victims of Crime Compensation when appropriate

Maintains records for submission to court and prosecutor concerning victim's wishes, history between victim and defendant. Serves as a liaison between victim and prosecutor

20-May-21
11:48:07 AM

2022

22452450 5102

EMPLOYEE NAME	ANNUAL HOURS	3% INCREASE 2021 HOURLY RATE	Line 5102 ANNUAL PAYROLL	Line 5811 PERS 14%	Line 5871 MEDICARE 1.45%	HEALTH INSURANCE DESCRIPTION	Line 5820 HEALTH & LIFE INSURANCE	Workers Comp
KENNARD, MELISSA	1320.8	\$25.01	\$33,033.21	\$4,624.65	\$478.98	F	\$10,082.94	
TOTALS			<u>\$33,033.21</u>	<u>\$4,624.65</u>	<u>\$478.98</u>		<u>\$10,082.94</u>	
Employee Count	1							
								\$48,219.78 \$425.23 \$48,645.01
								\$48,219.78 \$425.23 \$48,645.01

BASE HEALTH & LIFE INS	
F	1,323.22
S	507.46
H	666.86
O	0.00

Line 5811 PERS	Line 5871 MEDICARE	Line 5830 WORKERS COMP
\$33,033.21	\$4,624.65	\$478.98
		\$425.23

\$38,916.00	VOCA
<u>\$9,729.00</u>	County Match
\$48,645.01	
<u>\$48,645.01</u>	
\$0.00	

20-May-21
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2022

22452450 5102

EMPLOYEE NAME	ANNUAL HOURS	3% INCREASE 2021 HOURLY RATE	Line 5102 ANNUAL PAYROLL	Line 5811 PERS 14%	Line 5871 MEDICARE 1.45%	HEALTH INSURANCE DESCRIPTION	Line 5820 HEALTH & LIFE INSURANCE	Workers Comp
KENNARD, MELISSA	1320.8	\$25.01	\$33,033.21	\$4,624.65	\$478.98	F	\$10,082.94	
TOTALS			<u>\$33,033.21</u>	<u>\$4,624.65</u>	<u>\$478.98</u>		<u>\$10,082.94</u>	
Employee Count	1							
								\$48,219.78
								\$425.23
								\$48,645.01

BASE HEALTH & LIFE INS	
F	1,323.22
S	507.46
H	666.86
O	0.00

Line 5811 PERS	Line 5871 MEDICARE	Line 5830 WORKERS COMP
\$33,033.21	\$4,624.65	\$478.98
		\$425.23

\$38,916.00	VOCA
<u>\$9,729.00</u>	County Match
\$48,645.01	
<u>\$48,645.01</u>	
\$0.00	

20-May-21
11:48:07 AM

2022

11011150 5102

EMPLOYEE NAME	ANNUAL HOURS	4% INCREASE 2021 HOURLY RATE	Line 5102 ANNUAL PAYROLL	Line 5811 PERS 14%	Line 5871 MEDICARE 1.45%	HEALTH INSURANCE DESCRIPTION	Line 5820 HEALTH & LIFE INSURANCE	HEALTH & LIFE % SPLIT	BASE RATE
BOURELLE, ERIKA	2080	\$26.02	\$54,123.26	\$7,577.26	\$784.79	F	\$15,878.64		\$2,081.66
KENNARD, MELISSA	759.2	\$25.01	\$18,987.59	\$2,658.26	\$275.32	F	\$5,795.70	0.365 / 0.635	\$730.29
MULLINS, HANNAH	2080	\$17.77	\$36,969.09	\$5,175.67	\$536.05	F	\$15,878.64		\$1,421.89
WALSH, KELLY	1248	\$20.80	\$25,958.40	\$3,634.18	\$376.40	-	\$0.00		\$998.40
TOTALS			\$136,038.34	\$19,045.37	\$1,972.56		\$37,552.98		\$5,232.24
Employee Count		4							

BASE HEALTH & LIFE INS	
F	1,323.22
S	507.46
H	666.86
O	0.00

Line 5811 PERS	Line 5871 MEDICARE	Line 5830 WORKERS COMP
\$136,038.34	\$19,045.37	\$1,972.56
\$2,720.77		

2022

22551150 5102

EMPLOYEE NAME	ANNUAL HOURS	4% INCREASE 2021 HOURLY RATE	Line 5102 ANNUAL PAYROLL	Line 5811 PERS 14%	Line 5871 MEDICARE 1.45%	HEALTH INSURANCE DESCRIPTION	Line 5820 HEALTH & LIFE INSURANCE	Workers Comp
DeLARGE, ASHLEY	2080	\$19.42	\$40,386.94	\$5,654.17	\$585.61	S	\$ 6,089.52	\$300.00
HAWKINS, NICOLE	1248	\$24.90	\$31,072.20	\$4,350.11	\$450.55	O	\$ -	\$300.00
TOTALS			\$71,459.15	\$10,004.28	\$1,036.16		\$6,089.52	\$600.00

= \$52,716.25
= \$35,872.86
\$88,589.11

Employee Coun 2

BASE HEALTH & LIFE INS	
F	1,323.22
S	507.46
H	666.86
O	0.00

Line 5811 PERS	Line 5871 MEDICARE	Line 5830 WORKERS COMP
\$ 10,004.28	\$ 1,036.16	\$600.00

\$80,000.00 From Muni
\$89,189.11 Need
-\$9,189.11

2022

11011150 5102

EMPLOYEE NAME	ANNUAL HOURS	4% INCREASE ANNUAL RATE	2021 HOURLY PAYROLL	ANNUAL	PERS 14%	MEDICARE 1.45%	HEALTH INSURANCE DESCRIPTION	HEALTH & LIFE INSURANCE	HEALTH & LIFE % SPLIT	BASE RATE
BOURELLE, ERIKA	2080	\$26.02	\$54,123.26	\$7,577.26	\$784.79	F	\$15,878.64			\$2,081.66
KENNARD, MELISSA	739.2	\$25.01	\$18,987.59	\$2,668.26	\$275.32	F	\$5,795.70	0.365 / 0.635		\$730.29
MULLINS, HANNAH	2080	\$17.77	\$36,969.09	\$5,175.67	\$536.05	F	\$15,878.64			\$1,421.89
WALSH, KELLY	1248	\$20.80	\$25,958.40	\$3,634.18	\$376.40	-	\$0.00			\$998.40
TOTALS			\$136,038.34	\$19,045.37	\$1,972.56		\$37,552.98			\$5,232.24

Employee Count 4

BASE HEALTH & LIFE INS	
F	1,323.22
S	507.46
H	666.86
O	0.00

Line 5811	Line 5871	Line 5830
PERS	MEDICARE	WORKERS COMP
\$136,038.34	\$19,045.37	\$1,972.56
		\$2,720.77

2022

22551150 5102

EMPLOYEE NAME	ANNUAL HOURS	4% INCREASE 2021 HOURLY RATE	Line 5102 ANNUAL PAYROLL	Line 5811 PERS 14%	Line 5871 MEDICARE 1.45%	HEALTH INSURANCE DESCRIPTION	Line 5820 HEALTH & LIFE INSURANCE	Workers Comp
DeLARGE, ASHLEY	2080	\$19.42	\$40,386.94	\$5,654.17	\$585.61	S	\$ 6,089.52	\$52,716.25
HAWKINS, NICOLE	1248	\$24.90	\$31,072.20	\$4,350.11	\$450.55	O	-	\$35,872.86
TOTALS	2		<u>\$71,459.15</u>	<u>\$10,004.28</u>	<u>\$1,036.16</u>		<u>\$6,089.52</u>	<u>\$88,589.11</u>
								\$300.00
								\$300.00
								\$36,172.86
								\$89,189.11

BASE HEALTH & LIFE INS	
F	1,323.22
S	507.46
H	666.86
O	0.00

Line 5811 PERS
Line 5871 MEDICARE
Line 5830 WORKERS COMP

\$71,459.15 \$ 10,004.28 \$ 1,036.16 \$600.00

\$80,000.00 From Muni
\$89,189.11 Need
-\$9,189.11

POSITION DESCRIPTION

Warren County Prosecutor

CLASSIFICATION TITLE:	Victim Witness Coordinator
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FLSA STATUS:	Nonexempt	EMPLOYMENT STATUS:	Full-Time
FLSA TYPE:	N/A	REPORTS TO:	County Prosecutor/ Director of Victim Witness Services
CIVIL SERVICE STATUS:	Classified	UNIT:	Variable as needed
PROBATION:	240 days	WORK HOURS:	

DISTINGUISHING JOB CHARACTERISTICS

Serves as prosecutor assigned court representative and provides support for victims of homicides, felonious assaults, rapes, child abuse, domestic violence, juvenile and other victim related crimes. Works on-call rotation, on a 24 hour per day basis, to provide emergency response and initiate contact with victims of crime.

ESSENTIAL DUTIES AND RESPONSIBILITIES

To perform this job successfully, an individual must be able to satisfactorily perform each essential duty listed below. Reasonable accommodations will be made for disabled persons, covered by the Americans With Disabilities Act, in accordance with the requirements of that Act.

1. Assists victims with the filing of charges and obtaining of temporary protection orders and no-contact orders. Provides victim with information regarding the criminal justice system, its process, and how their case may proceed.
2. Provides information and referrals to family abuse shelters, crisis counseling, and other social services to assist and support victims experiencing psychological, emotional, and other problems due to victimization. Provides names, addresses, telephone numbers, and other necessary information that victim may need. Makes mandated referrals to appropriate agencies.
3. Accompanies victims to interviews with law enforcement and to medical examinations, on an on-call basis.
4. Accompanies victim into courtroom and addresses the Court on the victim's behalf, at the victim's request. Makes arrangements for the safe entrance and exit of the victim to and from Court and minimizes contact between the victim and defendant during the Court proceedings at the victim's request.

5. Assists victims with transportation and child care arrangements, if needed, so they may attend Court, meetings with Prosecutor, and other related proceedings.

6. Maintains records for submission to Prosecutor concerning the victim's wishes, history between victim and defendant, and other relevant information. Serves as liaison between victims and Prosecutor, talks to victim at length and then advises Prosecutor of relevant information.

7. Maintains records reflecting personal information of the victim including name, social security number, address, telephone, and other pertinent data.

8. Assists in the preparation of victim impact statements and instructs victim concerning procedures for gathering documentation for restitution. Answers questions, lends coping and problem solving skills to victim, and provides reassurance and support. Advises victims and witnesses of procedural status of case at all stages.

9. Relays case information to Prosecutor on cases bound over from lower Court.

10. Prepares monthly performance reports.

11. Manages courtroom volunteers in courtrooms and conducts training sessions.

12. Prepares and researches parole notices and placement investigations.

13. Participates in meetings of Multi-Disciplinary Team on Child Abuse, Sexual Assault Response Team and Domestic Violence Coordinating Council. Provides training to Prosecutor's staff, law enforcement, and the general public.

14. Inputs "COPS" victim information.

15. Assists Prosecutors and Investigators regarding victim issues and concerns such as medical records, return of property held as evidence, and other matters.

16. Notifies victims of their statutory rights.

17. Maintains regular and predictable attendance.

18. Represents Prosecutor's office in positive manner to law enforcement, general public, and press.

SUPERVISION GIVEN AND RECEIVED

Supervises volunteers of Victim Witness unit. Supervised by Prosecuting Attorney and Director of Victim Witness Services.

EQUIPMENT OPERATED

Computer; printer; copier; fax machine; smart phone; multi-line telephone; time-stamp machine; and other standard office equipment.

CONTACTS WITH OTHERS

Victims, witnesses; court representatives; Judges; defendants; attorneys; law enforcement representatives; and general public.

CONFIDENTIAL DATA

Victim records and personal information; children service investigations results; case files; parole notices; jury sheets; and COPS program.

WORKING CONDITIONS

The employee must negotiate, use, or work with or in the vicinity of personal protective equipment, eye and face protection, hand protection, the handling of material and supplies, human blood, or other potentially infectious materials, hazardous chemicals, and weapons. General Duty: Safe and Healthful Workplace: The employee has contact with violent or emotionally distraught persons.

USUAL PHYSICAL DEMANDS

The following physical demands are typically exhibited by position incumbents performing this job's essential duties and responsibilities. These physical demands are not, and should not be construed to be job qualification standards, but are illustrated to help the employer, employee and/or applicant identify tasks where reasonable accommodations may need to be made when an otherwise qualified person is unable to perform the job's essential duties because of an ADA disability.

While performing duties of this job, the employee frequently sits for extended periods of time while conducting research, reading files, and performing other related duties. Employee frequently talks and listens over the telephone and in person. Vision demands are normal, except can include close, detailed vision when operating the computer, with the ability to adjust focus for close work. Employee rides in car for periods of time transversing to and from work sites.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of: Community social service agency resources; justice system process and procedures; legal terminology; word processing software; and computer operations.

Ability to: Identify victim needs and recommend appropriate solutions; serve as a victim representative and represent Prosecutor's Office in professional manner at all times; maintain confidentiality of information of a sensitive nature; develop and maintain effective working relationships with victims, associates and general public; deal effectively and sensitively with

personal information of victims; and express sincere empathy for victim's situation and problems; work independently; maintain productivity and positive attitude.

Education

Bachelor's Degree with demonstrable ability to advocate for victims and learn criminal justice system.

Willingness to reside in Warren County.

Completes satisfactory background check.

Must maintain valid Ohio Driver's License.

This job description in no manner states or implies that these are the only duties and responsibilities to be performed by the employee filling this position, who will be required to follow instructions and perform any duties required by the employee's supervisor or designee.

MANAGEMENT APPROVAL

David Zangal
Prosecutor

8/12/14
Date

EMPLOYEE UNDERSTANDING AND AGREEMENT

I understand, and will perform, the duties and requirements specified in this job description.

I have reviewed and understand the most current copy of the Warren County Personnel Policy Manual, and any additional policies adopted by the Warren County Prosecutor.

Melissa Kent
Employee

8/18/14
Date

Victim Witness Services- Warren County Prosecutors Office	
Erika Bourelle , Director Office (513)695-1540 Cell (513)267-0325	4V30 Common Pleas Court
Melissa Kennard , Victim Witness Coordinator Office (513)695- 1386 Cell (513)317-7922	4V34 Common Pleas Court
Ashley DeLarge , Victim Witness Coordinator Office (513)695-1277 Cell (513)267-7420	4V32 Franklin Municipal Court Lebanon Municipal Court
Nicky Hawkins , Victim Witness Coordinator Office (513)695-1385 *786 Cell (513)509-0989	4V31 Mason Municipal Court
Kelly Walsh , Victim Witness Coordinator Office (513)695-1385 *785 Cell (513)320-6530	4V33 Warren County Court
Hannah Mullins , Victim Witness Coordinator Office (513)695-1453 Cell (513) 403-1946	4V35 Juvenile Court
David Fornshell , Prosecuting Attorney Office (513)695-1343 Cell (513)262-8482	4V10 *Call for serious felonies

CHILD ABUSE FIRST RESPONDER GUIDELINES

- **DO NOT** conduct an interview with the victim. Take an initial statement from the parent or witness(es) without the victim present. Refer interview of the victim to CACWC.
- Include any statements made by the child victim to the first responder or any other witness in your report, putting the child's actual words in quotations whenever possible.
- Seek emergency medical care only if the victim is injured or if there has been sexual contact in the past 96 hours. Dayton Children's Hospital or Cincinnati Children's Hospital is preferred.

Contact the following agencies:

- Warren County Children Services.....(513) 695-1546**
*** After hours, call Hotline.....(513) 695-1600**
- Child Advocacy Center of Warren County...(513) 695-3100**
***After hours, call Amy Fornshell.....(513) 720-5924**
- Warren County Prosecutor's Office.....(513) 695-1325**
***After hours, call dispatch.**

Resolution

Number 21-0751

Adopted Date June 01, 2021

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN THE EXTENSION OF THE CURRENT LOCAL WORKFORCE AREA MEMORANDUM OF UNDERSTANDING

BE IT RESOLVED, to approve and authorize the President of the Board or County to sign the extension of the current Local Workforce Area MOU that expires 6/30/21 on behalf of OhioMeansJobs Warren County and the WIOA and CCMEP TANF Programs. Copy of said extension is attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

**Extension Agreement
for the
State Fiscal Year (SFY) 2021
Local Workforce Area Memorandum of Understanding**

The 2020 COVID-19 Pandemic caused a disruption in service delivery, method of delivery, and resulted in a closer analysis of virtual services and how OhioMeansJobs Centers will operate moving forward. The Ohio Department of Job and Family Services wants to ensure continuation of services and allow areas to plan adequately. Local areas will be given the option to extend their current Local Workforce Area MOU for a one-year period. As a result of this extension, the current MOU, set to expire on June 30, 2021 will remain in effect through June 30, 2022.

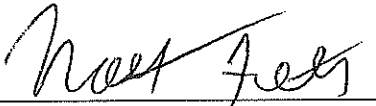
Therefore, all parties mutually agree to extend the effective end date of the SFY20/21 MOU to June 30, 2022. The parties further agree to continue performance and cost-sharing as specified in the current MOU and in accordance with the SFY2021 budget.

This Extension Agreement will be fully executed as the date of the signature of the Ohio Department of Job and Family Services Assistant Director of Employment Services.

WIOA Area ___

Area Representatives and OMJ Center Partners:

Warren County BOCC – Tiffany Zindel – Matt Fetty – WIOA Adult Dislocated – CCMEP TANF

<hr style="border: 1px solid black;"/> Signature _____ Date _____	 <hr style="border: 1px solid black;"/> Signature <u>Dana Young, President</u> Date <u>6/1/21</u>
<hr style="border: 1px solid black;"/> Signature _____ Date _____	 <hr style="border: 1px solid black;"/> Signature _____ Date <u>5/27/21</u>
	 <hr style="border: 1px solid black;"/> Keith W. Anderson Asst. Executive Attorney

Ohio Department of Job & Family Services

Tonia Saunders _____ Date _____

Assistant Director, Ohio Department of Job and Family Services
Wagner-Peyser Act, Trade Act, Disabled Veterans' Outreach Program, Local Veterans' Employment Representative, Migrant and Seasonal Farmworkers, Unemployment Insurance

Resolution

Number 21-0752

Adopted Date June 01, 2021

CREATE THE WARREN COUNTY EMERGENCY RENTAL ASSISTANCE PROGRAM AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, in response to the economic impact of the global COVID-19 pandemic, Section 501 (a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-60 (December 27, 2020) (ERA 1) and Section 3201 (a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (ERA 2) were passed establishing a fund to make payments to certain eligible grantees to be used to provide emergency rental assistance; and

WHEREAS, Warren County, Ohio is a local government eligible for receipt of direct payment from the U.S. Department of the Treasury, and has received a total of \$7,003,129.80 from ERA 1 and \$2,216,499.52 from ERA 2 from the U.S. Department of the Treasury as of the date of this resolution; and

WHEREAS, the residents of Warren County, Ohio, especially rental tenants, and landlords have been greatly impacted from the COVID-19 pandemic; and

WHEREAS, under the authority of Section 501 (a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-60 (December 27, 2020) and Section 3201 (a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) the Board of County Commissioners may expend this funding to assist tenants and landlords who have been impacted by the COVID-19 pandemic; and

NOW THEREFORE BE IT RESOLVED, to assist rental tenants and landlords within Warren County, the Board of County Commissioners hereby creates the Warren County Emergency Rental Assistance Program (ERAP); and

BE IT FURTHER RESOLVED, to dedicate, encumber, and create a Super Blanket Purchase Order for the total award amount of \$9,219,629.32 to Warren County Job and Family Services, Division of Human Services, for the administration Warren County Emergency Rental Assistance Program; and

BE IT FURTHER RESOLVED, to have Warren County Job and Family Services Division of Human Services administer the program in full including eligibility determination outlined in Sections 501 (a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-60 (December 27, 2020) and Section 3201 (a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021).

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

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

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor

Human Services (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0753

Adopted Date June 01, 2021

AUTHORIZE ACCEPTANCE OF QUOTE FROM BUSINESS COMMUNICATIONS SPECIALIST ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR IP6940 PHONES

WHEREAS, Business Communication Specialists will provide IP6940 phones for Warren County Telecom, as indicated on the attached quote for purchase; and

NOW THEREFORE BE IT RESOLVED, to accept quote from Business Communications Specialist on behalf of Warren County Telecommunications for IP6940 phones; as attached hereto and a part hereof;

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

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

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Business Communications Specialists
Telecom (file)



**BUSINESS
COMMUNICATION
SPECIALISTS**

QUOTE

162 Main Street, Wadsworth, OH 44281
P: 330.335.7276 • F: 330.335.7275
www.bcsip.com

Number AAAQ15482-01
Date Apr 20, 2021

Sold To	Ship To	Your Sales Rep
Warren County Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States Phone (513)695-1318 Fax (513)695-2973	Warren County Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States Phone (513)695-1318 Fax (513)695-2973	Bryon Palitto 330-335-7271 bryonp@palittoconsulting.com

Qty	Description	MSRP	Discount	Unit Price	Ext. Price
2	50008313 IP6940 Phone	\$550.00	D40	\$330.00	\$660.00
1	SHIP Shipping Charges	\$0.00		\$12.00	\$12.00

Source Well Contract # (022719-MBS)

This quote has been created based on the facts as Business Communication Specialists knows them regarding the environment being quoted at the time of the quote. The Client agrees to be responsible for the cost of any additional hardware, software, licenses and labor that are a result of a client change request to this quote.

Due to the rapidly changing nature of the computer and IT industry, quotes are guaranteed for 15 days.

See Standard Terms and Conditions for Payment Terms

SubTotal	\$672.00
Tax	\$45.36
Shipping	\$0.00
Total	\$717.36

Signature of Acceptance

Print Name: David Young

Date: 10/1/21

Signature: [Signature]

Signatory has authority to execute the contract and hereby acknowledges and agrees that the terms and conditions contained within this Quote and Standard Terms and Conditions provided herewith, shall apply to all Customer-executed PO's. The parties agree that facsimile signatures shall be as effective as originals.

APPROVED AS TO FORM

Adam M. Nice
 Asst. Prosecuting Attorney



**BUSINESS
COMMUNICATION
SPECIALISTS**

162 Main Street
Wadsworth, OH 44281

Phone: 330.335.7276 Fax: 330.335.7275

www.businesscommunicationspecialists.com

Warren County Standard Terms and Conditions

Thank you for considering Business Communication Specialists (BCS) for your Voice Technology needs. The following are the specific terms of this proposal, with the responsibilities of each party noted. Any of the following terms or conditions that are addressed on this Standard Terms and Conditions will be superseded by the details as specified on the face of the proposal.

Payment Terms

- 1) **Hardware and Software:** 100% of ShoreTel and Extreme hardware and software costs will be paid after delivery of the same (approximately 7 days after receipt of valid invoice).
- 2) **Maintenance, Installation, etc.:** 100% due upon project completion.

Rescheduling Fee

BCS reserves the right to charge a rescheduling fee for scheduled implementations that are postponed by the customer on short notice. If the rescheduling occurs within 7 days of the scheduled time, the fee is \$1,000. If the rescheduling occurs between 8-14 days of the scheduled time, the fee is \$500.

Warranty & Additional Notes

BCS sells only the highest quality of products. All items sold do not have a BCS warranty. Only the manufacturer's warranty will apply. Labor required to facilitate obtaining the warranty replacement will be invoiced according to current standard rates. *Keep all original boxes for the length of warranty per each manufacturer's user manual. BCS is not responsible to refund warranty items without the original box and all accessories. BCS disclaims any and all warranties, express or implied, including but not limited to all warranties of merchantability and fitness for use for a particular purpose with respect to any and all goods/services that are the subject of this contract.*

Technical Support

Additional customer support is provided in a variety of ways depending on the nature of the need. This includes personal assistance over the telephone, on-site visits, remote connection to the users system through telecommunication software, fax back communication and by written documentation. This support is invoiced weekly in 15-minute increments using the applicable rate schedule, with a minimum of one hour for onsite visits. When incidental expense, including, but not limited to, travel, lodging, meals, etc., is incurred for the additional support, customer agrees to reimburse all reasonable costs.

License Agreement

All licenses are a one-time fee with no recurring charges for use of the software as purchased and supplied.

Limit of Remedy:

BCS's entire liability is limited to the amount paid by the customer under the terms of this Agreement and customer hereby waives any and all rights to consequential and/or punitive damages. This contract shall be construed in accordance with the laws of the State of Ohio without resort to conflict of laws principles. In the event that a claim/dispute arises between the parties with respect to this contract, the jurisdiction for this event will be in the County of Warren, Ohio.

Resolution

Number 21-0754

Adopted Date June 01, 2021

AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN THE MICROSOFT PROGRAM SIGNATURE FORM ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Security Licenses were purchased by Warren County Telecommunications for Office 365 from SHI International. Prior to release of licenses, Microsoft requires signature on Program Signature Form; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign the Microsoft Program Signature Form on behalf of Warren County Telecommunications as attached hereto and made part hereof.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Microsoft
Telecom (file)

Program Signature Form

MBA/MBSA number	01E74075	5-0000007011182
Agreement number		

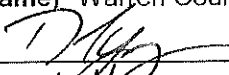
Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	M539, M827 (62787015)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	Warren County Telecommunications
Signature*	
Printed First and Last Name*	David Young
Printed Title	President
Signature Date*	6/1/21
Tax ID	

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

APPROVED AS TO FORM



Adam M. Nice
 Asst. Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0755

Adopted Date June 01, 2021

ENTER INTO AN AGREEMENT WITH MOBILCOMM, INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Mobilcomm, Inc. will provide services to relocate VHF Base Station to Lytle Tower; and

NOW THEREFORE BE IT RESOLVED, to enter into an agreement with Mobilcomm, Inc. on behalf of Warren County Telecommunications. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Mobilcomm, Inc.
Telecom (file)



1211 WEST SHARON ROAD, CINCINNATI, OHIO 45240 513-595-5800

PROPOSAL FOR: Warren County Telecommunications

ADDRESS: 500 Justice Dr.

CITY, STATE, ZIP: Lebanon, Oh 45036

SYSTEM #: 4655

SALES TAX: N

DATE: 5/24/2021

EXPIRES: 30 Days

REV: 2

ATTENTION: Paul Kindell, Gary Hardwick

E-MAIL: paul.kindell@wcoh.net / gary.hardwick@wcoh.net

TELEPHONE: Paul: 513-925-1318 / Gary: 513-695-2860

SALES REP: Dave Nieman

TELEPHONE: 513-595-5945

E-MAIL: dnieman@mobilcomm.com

QUOTE #:

PREPARED BY: Rick Swain

TELEPHONE: 513-595-5864

E-MAIL: rswain@mobilcomm.com

DESCRIPTION: Install 2 MLC8000 gateways to establish wireline connectivity between WC Dispatch & Lytle Tower. Connect existing console CCGW port to gateway and from remote gateway to quantar.

Documents Included:

Scope of Work

Terms & Conditions

0 % Payable to Mobilcomm upon receipt of Order

0 % Payable to Mobilcomm upon receipt of Equipment

100 % Payable to Mobilcomm upon Completion

\$1,450.00

Sales Tax is Not Included:

Total Payable to Mobilcomm:

\$1,450.00

ACCEPTED BY: [Signature]

PO #: _____

PRINT NAME: David G. Young

DATE: 6/1/21

APPROVED AS TO FORM

[Signature]

Adam M. Nice

Asst. Prosecuting Attorney

TERMS / CONDITIONS for:	Warren County Telecommunications
Description of Work:	Install 2 MLC8000 gateways to establish wireline connectivity
Proposal By:	Rick Swain

Item Description	Details - Please contact Rick Swain for questions or clarification of this document	Mobilcomm	Customer	Other
Owner Responsibilities	Costs associated with any of the following are excluded unless specifically listed in the proposal			
	Cost of any required permits for zoning and/or building will be the owner(s) responsibility		X	
	Access to building is available to Mobilcomm personnel		X	
	If building or tower space is leased, permission to use the property has been obtained		X	
	Leased tower space may require load analysis and additional fees imposed by the tower owner		X	
	Electric service is available where needed or will be provided by the owner(s)		X	
	IP network requirements, if needed, are understood and agreed to by the owner's IT personnel		X	
	HEPA tents, if required, must be supplied by the owner(s)		X	
	Rental of lift platforms, if required, is not included		X	
	Mobilcomm must be informed of any known or potential hazards on the property; if hazards are present, cost for remediation will be the owner(s) responsibility.		X	
	If asbestos is present, cost for remediation will be the owner(s) responsibility		X	
	Notify Mobilcomm prior to the proposal if plenum rated cable is required for any portion of the project		X	
	Notify Mobilcomm prior to the proposal if site safety training is required and length of time to complete		X	

Assumptions	Floor space or wall space is available		X	
	Antenna & cable routing paths are available		X	
	Building ground system connection is available		X	
	A backup power plan, if required, is understood and agreed to by the owner(s)		X	
	The proposed radio coverage area is understood and agreed to by the owner(s)		X	
	An FCC license can be obtained for the required frequency(s)		X	
	Subscriber radio programming plan is understood and agreed to by the owner(s)		X	
	A site inspection and installation plan has been performed and approved by the owner(s)		X	
	All work will be performed during normal business hours		X	

Proposal	All work is proposed during normal business hours, 8:00am through 4:00pm Monday through Friday			
	After hours or weekend work is not included; if required, additional labor will be added to the final invoice			
	Prevailing wage is not included; if required, Mobilcomm must be notified before accepting this proposal			
	Title will pass upon shipment, risk of loss will pass upon delivery to purchaser's facility			
	Additional charges will apply for any material or labor not included in this document			
	This proposal is valid for 30 days; after that time, a review of the proposal is required			
	Quotations are exclusive of all installation, programming charges and applicable taxes unless expressly stated in the proposal.			

Purchase Orders	Purchase Orders, if required, must be included with the signed copy of this quotation.			
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Confidential	This proposal has been prepared for use of the addressee only. This document shall not be reproduced and/or distributed to anyone other than the addressee and required personnel.			
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Liability & Damages	Mobilcomm's total liability, arising from the ordered products, will be limited to the purchase price of the products with respect to which losses or damages are claimed.			
	In no event will Mobilcomm be liable for incidental or consequential damages			

Maintenance Agreement	Maintenance (if included) provides labor and parts for the time period stated at the bottom of this quotation. Please read the maintenance agreement document for additional conditions and/or restrictions that may apply to your particular equipment.			
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Manufacturer's Warranty	Manufacturer's standard equipment warranty (furnished upon request) applies to all ordered equipment. Mobilcomm disclaims all other warranties with respect to the ordered products, express or implied, including the implied warranties or merchantability and fitness for a particular purpose.			
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Returns	Ordered equipment may be returned for a full refund, less a 20% restocking fee, if the equipment is returned unused and undamaged, in it's original packaging, within fifteen (15) days after shipment.			
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Payment Terms & Tax	If sales tax is not included, this is indicated on the proposal			
	Final payment is due within thirty (30) days after completion of the project			
	Payment by credit card on orders over \$5000 will have a 3% surcharge added to the final invoice			

Acceptance	By accepting this proposal, it is assumed that you have read and understood these terms and conditions. If you do not understand this document or scope of work, please contact the person that prepared this document for clarification.			
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Maintenance Agreement Terms and Conditions

(1) **Definitions:** For the purpose of brevity and uniformity all references to Mobilcomm will mean Mobilcomm Inc., division of Combined Technologies Inc. All references to Customer will mean the Person or Company signing this Agreement.

(2) **Service & Performance Standards:** Mobilcomm agrees to provide parts and labor to maintain the equipment herein described, which has become defective due to normal usage. This agreement does not cover abuse of equipment, vandalism, lost or stolen items, damage caused by acts of God, fire or accidents. Also not included are repairs to any TELCO or customer owned control circuits, base station antennas, transmission lines, transmit combiners, receiver multi-couplers, AC power line conditioners, un-interruptible power supplies, towers, or tower lighting, VIDICON tubes, high voltage power supply modules used in CCTV equipment, replacement of portable batteries, chargers, antennas, audio accessories or portable carrying cases, unless such items are separately listed on the face of this agreement. Special work other than routine maintenance, such as the relocation of equipment, repair of damaged equipment, removals and installations of mobile equipment will be subject to extra charges to be estimated in advance and approved by the customer before Mobilcomm will begin the work. Mobilcomm agrees to add additional units, purchased by customer, identical with any units now covered, to this agreement at the same rates and on the same terms and conditions set forth herein.

(3) **Performance/Standards:** The equipment will be maintained by Mobilcomm in accordance with these standards (I) parts of equal quality as originals will be used; (II) the equipment will be maintained at levels comparable to factory specifications. Mobilcomm agrees to furnish all labor, tools, test equipment and parts to repair customer's equipment which has become defective through normal wear and usage. Such repair work will commence as soon as possible after being notified or as otherwise noted. Technicians who have adequate training in their specialty will perform maintenance.

(4) **Time & Place of Maintenance Work:** Maintenance will be performed on Fixed Station equipment at the customer location, unless otherwise stated, and mobile and portable equipment service will be performed at Mobilcomm Shop. Hours of service are from 7:30 AM, to 4:30 PM Monday through Friday, except Holidays. Requests for 24-Hour emergency service must be contracted through a special agreement not included on the standard maintenance policy. At fixed station equipment sites it is the customer's responsibility to provide AC power, light, and in special situations, heat & dust control.

(5) **Payment:** On or about the 30th day of the month, Mobilcomm will send the customer an invoice covering the maintenance fees for the month (or billing period) plus any extra charges for the payment period, and the customer shall pay the amount of said invoice within ten (10) days of its date to Mobilcomm at its principle place of business. Mobilcomm may place a 2% late payment penalty fee on any invoice not paid within these terms. If customer defaults in payment, Mobilcomm may terminate this agreement by giving customer thirty (30) days notice by certified mail. The customer shall reimburse Mobilcomm for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments now or hereafter imposed by or under the authority of Federal, State, or local law, rule or regulation with respect to the maintenance of the equipment except Federal income and profits taxes of Mobilcomm and State Income and Franchise taxes of Mobilcomm.

(6) **FCC Records:** Mobilcomm will assist the customer in applying for necessary coordination, and preparation of required FCC documents, but any fees imposed by the FCC or coordination groups are the customer's responsibilities.

(7) **Interruption of Service:** The customer shall notify Mobilcomm in the event of the failure of any unit. Mobilcomm does not assume and shall have no liability under this agreement for failure to provide or for the delay in providing maintenance for the equipment due directly or indirectly to causes beyond the control and without the fault or negligence of Mobilcomm, including but not restricted to acts of God, acts of the public enemy, act of the United States and State, or any political subdivision of the foregoing, acts of the customer, its agents, employees, or subcontractors, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather conditions, or defaults due to any such causes.

(8) **Laws and Regulations:** This agreement and the rights and obligations of the parties under it, are subject to present and future valid orders and valid laws, rules, and regulations of duly constituted authorities having jurisdiction.

(9) **Waiver:** Failure or delay on the part of Mobilcomm or the customer to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

(10) **Prior Negotiations:** This contract constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.

(11) **Amendment:** No revision of this agreement, other than inventory adjustments shall be valid unless made in writing and signed by Mobilcomm and an authorized agent of the customer.

Resolution

Number 21-0756

Adopted Date June 01, 2021

APPROVE SERVICE AGREEMENT WITH MOBILCOMM ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Mobilcomm Inc. will provide Paging Service for Hatfield, Manchester, Zoar, Snider, Goose Creek, Lytle & Blackhawk Towers; and

NOW THEREFORE BE IT RESOLVED, to enter into a service agreement with Mobilcomm, Inc. on behalf of Warren County Telecommunications to provide paging service for Hatfield, Manchester, Zoar, Snider, Goose Creek, Lytle & Blackhawk Towers as attached hereto and part hereof,

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Mobilcomm
Telecom (file)



SERVICE AGREEMENT

MOBILCOMM, INC
1211 W SHARON RD
CINCINNATI, OH 45240
513-742-5555

BILLING INFORMATION

NAME: Warren County Telecommunications
ATTENTION: Paul Kindell
ADDRESS: 500 Justice Drive
CITY/STATE/ZIP: Lebanon Ohio 45036
PHONE: 513 695 1322

SERVICE INFORMATION

CONTACT: Carol Jackson
PHONE: 513 595 5890
ACCOUNT#: 4655.MAA.Paging

DATE: 5/20/2021
PAGE: 1 of 1

INITIAL RATE: \$6,600.00 Annually
EFFECTIVE DATE: Upon Acceptance
TERM: 1 Year

EQUIPMENT DESCRIPTION	SERIAL NUMBER	MODEL NUMBER	PLACE OF SERVICE		AMOUNT PER UNIT
			CUST LOC	MOB SHOP	
GTR8000/Hatfield	112CSZ1866	GTR8000	X		\$ 50.00
GTR8000/Manchester	112CSZ1865	GTR8000	X		\$ 50.00
GTR8000/Zoar	112CSZ1864	GTR8000	X		\$ 50.00
GTR8000/Snider	112CSZ1890	GTR8000	X		\$ 50.00
GTR8000/Goose Creek	112CSZ1891	GTR8000	X		\$ 50.00
GTR8000/Lytle	112CSZ1892	GTR8000	X		\$ 50.00
GTR8000/Blackhawk	112CSZ1894	GTR8000	X		\$ 50.00
MLC8000/VGU/Hatfield	112ISY0200	F2979A	X		\$ 25.00
MLC8000/AGU/Hatfield	112ISY0211	F2979A	X		\$ 25.00
MLC8000/Manchester	112ISY0239	F2979A	X		\$ 25.00
MLC8000/Zoar	112ISY0233	F2979A	X		\$ 25.00
MLC8000/Snider	112ISY0238	F2979A	X		\$ 25.00
MLC8000/Goose Creek	112ISY0236	F2979A	X		\$ 25.00
MLC8000/Lytle	112ISY0230	F2979A	X		\$ 25.00
MLC8000/Blackhawk	112ISY0219	F2979A	X		\$ 25.00
			Total	Monthly	\$ 550.00

I HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT. WHEN THIS AGREEMENT IS ACCEPTED BY MOBILCOMM, INC, THE EQUIPMENT LISTED WILL BE MAINTAINED BY MOBILCOMM, INC IN ACCORDANCE WITH THE TERMS AND CONDITIONS PRINTED. ANTENNAS, BATTERIES, CATASTROPHIC FAILURE, DAMAGE DUE TO ACTS OF GOD, ABUSE OR MISUSE ARE NOT COVERED UNDER THIS AGREEMENT. THE INTENTION OF THIS AGREEMENT IS TO COVER DAMAGES CAUSED BY NORMAL WEAR AND USAGE.

SPECIAL INSTRUCTIONS & AGREEMENT CONDITIONS

Equipment is covered under 24-hour emergency service.

Diagnostic agreement covering labor and travel.

All Motorola high tech and factory service is excluded from the agreement.

Parts, replacement and factory service are the customer's responsibility.

Annual PM check is included in the agreement.

Please see terms and conditions.

ALL WORK IS TO BE PERFORMED BY MOBILCOMM, INC OR THEIR AUTHORIZED REPRESENTATIVE. NORMAL SERVICE HOURS ARE MONDAY-FRIDAY FROM 8:00 AM - 4:00 PM (EXCEPT FOR NATIONAL HOLIDAYS)

Mobilcomm Representative: Carol Jackson Date: 5/20/2021

Customer Acceptance: [Signature] Date: 6/1/21
Customer PO#: _____

APPROVED AS TO FORM
[Signature]
Keith W. Anderson
Asst. Prosecuting Attorney



Maintenance Agreement Terms and Conditions

(1) **Definitions:** For the purpose of brevity and uniformity all references to Mobilcomm will mean Mobilcomm Inc., division of Combined Technologies Inc. All references to Customer will mean the Person or Company signing this Agreement.

(2) **Service & Performance Standards:** Mobilcomm agrees to provide parts and labor to maintain the equipment herein described, which has become defective due to normal usage. This agreement does not cover abuse of equipment, vandalism, lost or stolen items, damage caused by acts of God, fire or accidents. Also not included are repairs to any TELCO or customer owned control circuits, base station antennas, transmission lines, transmit combiners, receiver multi-couplers, AC power line conditioners, un-interruptible power supplies, towers, or tower lighting, VIDICON tubes, high voltage power supply modules used in CCTV equipment, replacement of portable batteries, chargers, antennas, audio accessories or portable carrying cases, unless such items are separately listed on the face of this agreement. Special work other than routine maintenance, such as the relocation of equipment, repair of damaged equipment, removals and installations of mobile equipment will be subject to extra charges to be estimated in advance and approved by the customer before Mobilcomm will begin the work. Mobilcomm agrees to add additional units, purchased by customer, identical with any units now covered, to this agreement at the same rates and on the same terms and conditions set forth herein.

(3) **Performance/Standards:** The equipment will be maintained by Mobilcomm in accordance with these standards (I) parts of equal quality as originals will be used; (II) the equipment will be maintained at levels comparable to factory specifications. Mobilcomm agrees to furnish all labor, tools, test equipment and parts to repair customer's equipment which has become defective through normal wear and usage. Such repair work will commence as soon as possible after being notified or as otherwise noted. Technicians who have adequate training in their specialty will perform maintenance.

(4) **Time & Place of Maintenance Work:** Maintenance will be performed on Fixed Station equipment at the customer location, unless otherwise stated, and mobile and portable equipment service will be performed at Mobilcomm Shop. Hours of service are from 7:30 AM, to 4:30 PM Monday through Friday, except Holidays. Requests for 24-Hour emergency service must be contracted through a special agreement not included on the standard maintenance policy. At fixed station equipment sites it is the customer's responsibility to provide AC power, light, and in special situations, heat & dust control.

(5) **Payment:** On or about the 30th day of the month, Mobilcomm will send the customer an invoice covering the maintenance fees for the month (or billing period) plus any extra charges for the payment period, and the customer shall pay the amount of said invoice within ten (10) days of its date to Mobilcomm at its principle place of business. Mobilcomm may place a 2% late payment penalty fee on any invoice not paid within these terms. If customer defaults in payment, Mobilcomm may terminate this agreement by giving customer thirty (30) days notice by certified mail. The customer shall reimburse Mobilcomm for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments now or hereafter imposed by or under the authority of Federal, State, or local law, rule or regulation with respect to the maintenance of the equipment except Federal income and profits taxes of Mobilcomm and State Income and Franchise taxes of Mobilcomm.

(6) **FCC Records:** Mobilcomm will assist the customer in applying for necessary coordination, and preparation of required FCC documents, but any fees imposed by the FCC or coordination groups are the customer's responsibilities.

(7) **Interruption of Service:** The customer shall notify Mobilcomm in the event of the failure of any unit. Mobilcomm does not assume and shall have no liability under this agreement for failure to provide or for the delay in providing maintenance for the equipment due directly or indirectly to causes beyond the control and without the fault or negligence of Mobilcomm, including but not restricted to acts of God, acts of the public enemy, act of the United States and State, or any political subdivision of the foregoing, acts of the customer, its agents, employees, or subcontractors, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather conditions, or defaults due to any such causes.

(8) **Laws and Regulations:** This agreement and the rights and obligations of the parties under it, are subject to present and future valid orders and valid laws, rules, and regulations of duly constituted authorities having jurisdiction.

(9) **Waiver:** Failure or delay on the part of Mobilcomm or the customer to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

(10) **Prior Negotiations:** This contract constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.

(11) **Amendment:** No revision of this agreement, other than inventory adjustments shall be valid unless made in writing and signed by Mobilcomm and an authorized agent of the customer.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0757

Adopted Date June 01, 2021

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 5/25/21 and 5/27/21 as attached hereto and made a part hereof.

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

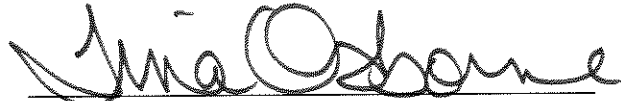
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0758

Adopted Date June 01, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS SPECIAL
PROJECTS #2224

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 55,000.00 into #22241220-5331 (Capital Purchase w/Data Approval)

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Common Pleas Court (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0759

Adopted Date June 01, 2021

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

BE IT RESOLVED, to approve the following supplemental appropriations:

\$ 8,000.00	into	BUDGET-BUDGET	22891227	5210	(Materials/Supplies)
\$ 28,000.00	into	BUDGET-BUDGET	22891227	5317	(Non Capital Purchases)
\$ 4,000.00	into	BUDGET-BUDGET	22891227	5855	(Clothing/Personal Equip)
\$ 29,000.00	into	BUDGET-BUDGET	22891228	5102	(Regular Salaries)
\$ 12,000.00	into	BUDGET-BUDGET	22891228	5210	(Materials-Supplies)

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Common Pleas (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0760

Adopted Date June 01, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 800.00	from	BUDGET-BUDGET 22891228 5820	(Life/Health Insurance)
	into	BUDGET-BUDGET 22891228 5102	(Regular Salaries)

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

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

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0761

Adopted Date June 01, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO AIRPORT FUND #4479

BE IT RESOLVED, to approve the following supplemental appropriation:

\$15,000.00 into #44793850-5320 (Airport – Capital Purchases)

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

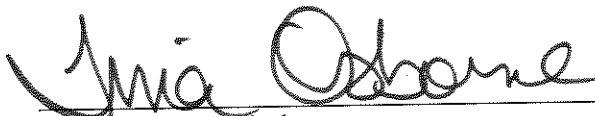
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
OMB – S. Spencer
Airport (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0762

Adopted Date June 01, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO TELECOMMUNICATIONS
DEPARTMENT FUND #4492 FOR OFFICE 365 LICENSE

BE IT RESOLVED, to approve the following appropriation adjustment:

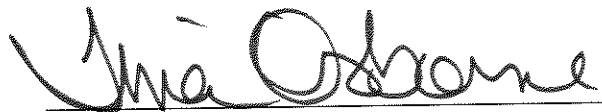
\$ 69,000.00 into #44923823-5317 (Non- Capital Purchases)

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

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

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Telecom (file)
Supplemental Appropriation file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0763

Adopted Date June 01, 2021

APPROVE APPROPRIATION ADJUSTMENTS WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 336,355.00 from #44923825-5320 (Capital Purchases)
\$ 84,803.16 from #44923819-5400 (Purchased Services)

\$421,158.16 into #44923823-5317 (Non-Capital Purchases)

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

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

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0764

Adopted Date June 01, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	TREASURER STATE OF OHIO	ROAD IMPROVEMENT PROJECT RELOCATION US 22/ZOAR	\$ 173,290.00
TEL	MOBILCOMM INC	PAGING SERVICE	\$ 6,600.00

6/1/2025 APPROVED:



Tiffany Zindel, County Administrator