

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

# Resolution

Number 21-0213

Adopted Date February 16, 2021

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR KARI BLAKE WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Kari Blake, Eligibility Referral Specialist II within the Warren County Department of Job and Family Services, Human Services Division, has successfully completed a 365-day probationary period, effective February 23, 2021; and

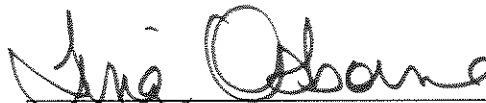
NOW THEREFORE BE IT RESOLVED, to approve Kari Blake's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$15.99 per hour effective pay period beginning February 27, 2021.

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

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

Resolution adopted this 16<sup>th</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

# Resolution

Number 21-0214

Adopted Date February 16, 2021

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR ANNA WHITE WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Anna White, Eligibility Referral Specialist II within the Warren County Department of Job and Family Services, Human Services Division, has successfully completed a 365-day probationary period, effective February 23, 2021; and

NOW THEREFORE BE IT RESOLVED, to approve Anna White's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$15.99 per hour effective pay period beginning February 27, 2021.

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

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

Resolution adopted this 16<sup>th</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
A. White's Personnel File  
OMB – Sue Spencer

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

# Resolution

Number 21-0215

Adopted Date February 16, 2021

HIRE SAMUEL STOTTS AS A SUMMER INTERN FOR THE WATER AND SEWER DEPARTMENT

WHEREAS, the Sanitary Engineer has requested a need for a summer intern; and

NOW THEREFORE BE IT RESOLVED, to approve the hiring of Samuel Stotts, for a Summer intern position within the Warren County Board of Commissioners' Office, non-exempt status (40 hours per week), \$12.00 per hour, effective May 10, 2021 through the summer.

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

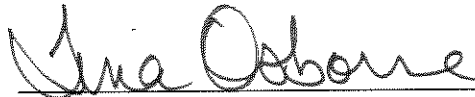
Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 16<sup>th</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: S. Stotts' Personnel file  
OMB – Sue Spencer  
Water/Sewer (file)

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

# Resolution

Number 21-0216

Adopted Date February 16, 2021

ACCEPT RESIGNATION OF AMANDA BALDWIN, ELIGIBILITY REFERRAL SPECIALIST III, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE FEBRUARY 19, 2021

BE IT RESOLVED, to accept the resignation, of Amanda Baldwin, Eligibility Referral Specialist III, within the Warren County Department of Job and Family Services, Human Services Division, effective February 19, 2021.

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

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

Resolution adopted this 16<sup>th</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
Amanda Baldwin's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

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

# Resolution

Number 21-0217

Adopted Date February 16, 2021

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

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

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Eligibility Referral Specialist II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning February 9, 2021.

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

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

Resolution adopted this 16<sup>th</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
OMB-Sue Spencer

# Resolution

Number 21-0218

Adopted Date February 16, 2021

## APPROVE THE DESTRUCTION OF THE FOLLOWING WARREN COUNTY SHERIFF'S OFFICE EQUIPMENT

WHEREAS, the Warren County Sheriff's Office has determined there is no longer any service left in the following;

- 23 PBT Intoxilyzers, no longer work and unable to repair; Ser #90730 WC #16519, Ser #753616 WC #15025, Ser #90811 WC #16525, Ser #75543 WC #11029, Ser #90799 WC #16517, Ser #90810 WC #16524, Ser #76237 WC #13961, Ser #90720 WC #16533, Ser #76304 WC #13966, Ser #76822 WC #13982, Ser #90757 WC #16526, Ser #75669 WC #15044, Ser #75624 WC #15041, Ser #76232 WC #13981, Ser #76216 WC #13962, Ser #75545 WC #15023, Ser #17994-A390, Ser #SD5-017472, Ser #18115-A390, Ser #SD5-017453, Ser #18058-A390, Ser #SD5-015459, Ser #SD5-004307 WC #21968
- Cannon Powershot A60 Camera – Broken; Ser #6922200360 WC #16543
- Fuji Finepix Camera – Broken; Ser #5UA13768
- 2 Streamlight Strion LED Flashlights – Broken; Ser #1704340511, Ser #3399801112

WHEREAS, the Warren County Sheriff's Office plans to dispose of the items properly; and

NOW THEREFORE BE IT RESOLVED, to dispose of the above listed property.

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

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

Resolution adopted this 16<sup>th</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Sheriff (file)  
B. Quillen – Auditor's Office

# Resolution

Number 21-0219

Adopted Date February 16, 2021

## APPROVE EASEMENT ACQUISITION COMPENSATION FOR THE FRANKLIN AREA WATER TREATMENT PLANT MEMBRANE SOFTENING UPGRADES PROJECT

WHEREAS, the Warren County Water and Sewer Department is constructing improvements for the Franklin Area Water Treatment Plant Membrane Softening Upgrades Project; and

WHEREAS, as part of these improvements the Warren County Water and Sewer Department is installing dual 10-inch discharge lines; and

WHEREAS, specifically the following properties have been appraised for easement acquisition and negotiations have been conducted with the following results:

Parcel #	Owner	Compensation
03-01-478-001	Bill Williams	\$1,275
03-01-478-007	Joe Collins Jr. & Debra Kaye Collins	\$100

NOW THEREFORE BE IT RESOLVED, that the Board has reviewed the requested compensation and approves said request.

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

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

Resolution adopted this 16<sup>th</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water/Sewer (file)  
Project file

# Resolution

Number 21-0220

Adopted Date February 16, 2021

APPROVE EMERGENCY WATER PURCHASE AGREEMENT BETWEEN THE VILLAGE OF WAYNESVILLE AND WARREN COUNTY AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, the County's Water and Sewer Department is a regional water supplier capable of supplying surplus water to surrounding communities and jurisdictions; and

WHEREAS, the Village owns, operates, and maintains a waterworks system, and is capable of sullyng limited quantities of surplus water to the County through an existing interconnection; and

WHEREAS, the County pursuant to Ohio Rev. Code §§ 307.15 and 6103.02 and 6103.21, et seq. has the authority to contract for the purchase from and sale of surplus water to Waynesville; and the Village pursuant to Ohio Revised Code § 715.08 et seq. and the provisions of its ordinances, codes, or charter, has the power to purchase from and sell water to the County; and

WHEREAS, this Board recognizes that an emergency interconnection among these water systems is advantageous to the Village and the County; and

NOW THEREFORE BE IT RESOLVED, to enter into the "Emergency Water Purchase Agreement", a copy of which is attached hereto and made a part hereof and authorize County Administrator to sign documents relative thereto.

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

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

Resolution adopted this 16<sup>th</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water/Sewer (file)  
c/a—Village of Waynesville



## EMERGENCY TEMPORARY WATER PURCHASE AGREEMENT

This Emergency Temporary Water Purchase Agreement (the "Agreement") is entered into on the dates stated below, by and between Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 ("County" unless otherwise provided herein) and the Village of Waynesville, 1400 Lytle Road, Waynesville, Ohio 45068 ("Village" unless otherwise provided herein), an Ohio municipal corporation, whose boundaries are located entirely within Warren County, Ohio.

WHEREAS, the County's Water and Sewer Department is a regional water supplier capable of supplying surplus water to surrounding communities and jurisdictions; and

WHEREAS, the Village owns, operates, and maintains a waterworks system, and is capable of supplying limited quantities of surplus water to the County through an existing interconnection; and

WHEREAS, the County pursuant to Ohio Rev. Code §§ 307.15 and 6103.02 and 6103.21 et seq. has the authority to sell surplus water to the Village; and the Village pursuant to Ohio Rev. Code § 715.08 et seq. and the provisions of its ordinances, codes, or charter has the power to sell water to the County.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, the County and Village, in a cooperative effort to provide each other with a temporary source of domestic water to meet emergencies, hereby agree as follows:

### **Section 1 - Definition of Terms.**

"Buyer": Either the County or the Village when needing to purchase water from the other entity.

"Seller": Either the County or the Village when requested by the other to sell water.

"Water": Potable, safe water, treated with conditioning actions as normally supplied by the Seller to its Customers.

"Customers": Residents, corporations, and other purchasers of the buyer's government district.

"Emergency" (with respect to buying/selling water): The temporary inability of the Buyer to supply its current billable customers with safe, potable water, thus causing an immediate threat to life, health, or property of the customers. Examples of "Emergency" include but are not limited to main breaks, flooding, natural disaster, sabotage, source water contamination, electrical failure, and unforeseen or planned equipment maintenance.

"Commodity Rate": The lowest cost per 1000 gallons of water that the government entity

(County or Village) charges its residential customers within its jurisdiction limits. Commodity rate as applied to the Village will be the rate it charges customers inside the Village corporate limits. For example, as of 1/1/2021, the County has a commodity rate of \$4.43/1000 gallons of water. The Village as of 1/1/2020, has a commodity rate of \$3.59/1000 gallons of water. In this example, in the event that either party is buying or selling; the rate will be \$3.59/1000 gallons of water.

**Section 2 - Purpose of the Agreement.**

In the event of an emergency, the Buyer shall buy water from the Seller subject to the capacity of the Seller, as determined in the sole discretion of the Seller, to provide the water requested and as provided for in this Agreement.

This Agreement is limited to the purchase and sale of water for temporary emergency purposes only, for a period of time not to exceed 45 consecutive days. The parties may enter into separate agreements dealing with the purchase and sale of water between the County and the Village, for other purposes, but such agreements shall not affect this Agreement.

**Section 3 - Notification.**

Whenever possible, the Buyer shall inform the Seller 24 hours prior to water usage, allowing the Seller to make necessary system changes to supply the requested water. If prior notification is not possible the Buyer shall inform the Seller immediately upon water usage, through phone calls, voice messages, email, electronic texts, or other reliable communication means.

**COUNTY CONTACT:**

\_\_\_\_\_  
Phone : \_\_\_\_\_  
Email: \_\_\_\_\_

**VILLAGE CONTACT:**

Village Manager  
Phone: 6513-547-8015  
Email: geopeland@waynesville-ohio.org

**Section 4 - Water Supply Period.**

In no event, without the written consent of the Seller, shall this agreement require providing temporary emergency water to the Buyer to meet an emergency for a longer period than 45 days.

**Section 5 - Interconnections.**

Water shall be measured and/or estimated through interconnections at the following location(s):

- 1) Buyer: Village; Seller: County. At a meter vault located near 4095 Lytle Road. [the water meter is located in a vault chamber on the south side of the road and the Village owned valve is always off until the County is notified by the Village of the intended use.] Either party shall have the right to test the accuracy of the relevant meter, at its own cost,

upon written notification to the other party. The meter shall be repaired or replaced by Warren County should the meter test inaccurate by more than 10%.

- 2) Buyer: Village; Seller: County. At a meter vault located near 3050 St. Rt. 73. [the water meter is located in a vault chamber on the north side of the road and the Village owned valve is always off until the County is notified by the Village of the intended use.] Either party shall have the right to test the accuracy of the relevant meter, at its own cost, upon written notification to the other party. The meter shall be repaired or replaced by Warren County should the meter test inaccurate by more than 10%.
- 3) Buyer: County; Seller: Village. At a meter vault located near the intersection of St. Rt. 42 and Corwin Road and the County owned valve is always off until the Village is notified of the intended use. Either party shall have the right to test the accuracy of the compound (high and low flow) meters, at its own cost, upon written notification to the other party. The meter shall be repaired or replaced by the Village of Waynesville should the meter test inaccurate by more than 10%.

Additional interconnections may be created during the term of this Agreement. To be included for use for emergency water, additional interconnections must be identified and described through written modifications to this Agreement as provided in Section 13.

Each party, throughout the term of this Agreement, will allow unrestricted access to the meters and meter pits for the purpose of monitoring and operation of the equipment; and when accessed the owning party will be notified each occurrence. For safety purposes, the large meter vaults shall be kept closed with access obtained using a hatch key. Each entity will be responsible for the use of appropriate safety measures including, but not limited to, confined space entry and traffic control.

#### **Section 6 - Compensation.**

The Buyer shall compensate the Seller for emergency water supplied by the Seller at the lowest commodity rate of either party in effect at the start of the Emergency.

The Seller shall invoice the Buyer and the Buyer shall provide payment within thirty calendar days in accordance with the rates set forth above.

During any conditions that qualify as an Emergency under this Agreement, Village of Waynesville Ordinance No. 2018-052 related to Public Water Supplier System Capacity Charges and Usage Fees is hereby deemed to be waived and of no application.

The compensation described above shall be the only compensation due and payable under this Agreement. Neither party shall be responsible for payment of any flat fees, including, but not limited to repair/replacement fees, capital improvement fees, or billing fees.

**Section 7 – Frequency of Occurrence and Compensation Rate.**

Each emergency starts a new 45-day period under this Agreement. Water service by the Buyer shall not be reestablished for a short period for the purpose of establishing multiple emergencies or extending the purchase of water beyond the 45 day term, unless mutually agreed to in writing by both parties.

**Section 8 - Water Quality.**

The Seller shall provide the Buyer with water of a quality satisfactory to the Ohio Environmental Protection Agency. The Seller shall have no responsibility for the quality of water once it passes through the interconnection defined in Section 5 of this Agreement and into the Buyer's distribution system. Each entity shall make their annual consumer confidence report information available to fulfill Ohio EPA customer reporting requirements.

**Section 9 - Agreement Term.**

The term of this Agreement shall be for a period of ten (10) years from the later date of signature by the parties for this Agreement. Either party has the right to terminate this Agreement by giving written notice to the other party one year in advance of termination.

**Section 10 – Existing Waterworks.**

The Village and County will continue to own, operate, and maintain their independent and separate waterworks, service their respective water customers, and extend and/or alter their respective waterlines and services within their water service areas. Nothing in this Agreement will be construed to alter or expand the service area or jurisdiction of any party to this Agreement. Nor shall either party be required to violate the terms of any agreements relating to its respective service area or jurisdiction.

**Section 11 – Commodity Water Rates.**

Both the Village and the County have the sole right to set commodity rates for their respective water customers.

**Section 12 – Previous Agreements.**

There are no other agreements regarding the purchase or sale of commodity water between these parties.

**Section 13 – Future Modifications.**

This Agreement may be modified or amended only by a separate written instrument duly authorized and executed by both the Village and the County.

**Section 14 – Successors and Assigns.**

This Agreement shall be binding on the successors and assigns of the parties. Neither party may assign or otherwise transfer its rights and obligations in this Agreement without the written consent of the other party.

**Section 15 – Controlling Law and Venue.**

This Agreement shall be construed under the laws of the State of Ohio. The parties irrevocably consent to the exclusive venue for any disputes or controversies arising out of or relating in any way to this Agreement or the performance thereunder being in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternative dispute resolution), and waive any right to bring or remove such matters to any other state or federal court.

**Section 16 – Validity.**

A determination that any part of this Agreement is invalid will not invalidate or impair the force or effect of any other part hereof, except to the extent that such part is wholly dependent for its operation upon the part declared invalid.

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**Section 17 – Execution.**

**VILLAGE OF WAYNESVILLE**

IN EXECUTION WHEREOF, the Council of the Village of Waynesville has authorized this Agreement to be executed on the date stated below by its Village Manager, pursuant to Ordinance No. \_\_\_\_\_, dated \_\_\_\_\_, 2021.

**VILLAGE OF WAYNESVILLE**

SIGNATURE: [Signature]  
NAME: Gary Copeland TITLE: Village Manager

DATE: 2/2/21

Approved as to form:  
VILLAGE LAW DIRECTOR

[Signature]  
Jeffrey D. Forbes  
Date: 2/5/21

**WARREN COUNTY**

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this Agreement to be executed by Tiffany Zindel, its County Administrator on the date stated below, pursuant to Resolution No. 21-0220 dated February 16<sup>th</sup>, 2021.

**WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]  
NAME: Tiffany Zindel  
TITLE: County Administrator  
DATE: 2-16-21

Approved as to form by:

DAVID P. FORNSELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

[Signature]  
Bruce A. McGary, Asst. Prosecutor  
Date: 1/20/2021

3017330.1

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

# Resolution

Number 21-0221

Adopted Date February 16, 2021

APPROVE THE CONTRACT WITH HOLMES COUNTY COMMISSIONERS ON BEHALF OF HOLMES COUNTY JUVENILE COURT DIVISION ON BEHALF OF THE WARREN COUNTY JUVENILE COURT MARY HAVEN YOUTH CENTER DIVISION AND AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve the contract with Holmes County Juvenile Court on behalf of Mary Haven Youth Center to provide placement services from February 1, 2021 thru February 01, 2022 and authorize County Administrator to sign documents relative thereto. 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. Grossmann. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 16<sup>th</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Holmes County  
Juvenile (file)  
Mary Haven Youth Center (file)  
Holmes County Juvenile Court

**CONTRACT FOR RESIDENTIAL TREATMENT SERVICES  
BETWEEN THE WARREN COUNTY, OHIO  
AND  
HOLMES COUNTY, OHIO**

This contract is entered into this 1<sup>st</sup> day of February, 2021, between the Warren County Board of County Commissioners on behalf of the Warren County Probate/Juvenile Court and Holmes County Board of County Commissioners for their respective Juvenile Court/Judge. (hereinafter referred to as the "Participating Counties")

**WHEREAS**, Holmes County is in need of secure residential treatment services for male juvenile offenders; and,

**WHEREAS**, Mary Haven Youth Center, a division of Warren County Probate/Juvenile Court, has such a program and is willing to provide this service to Holmes County Juvenile Court on a contractual basis. The residents will participate in the Response Ability Pathways (RAP) Program. The program encourages an individualized treatment program for each resident. Programming utilized includes Cognitive Behavior Modification, Education, Recreation, and Religious Opportunities. Treatment available to residents includes Counseling, Sex Offender Treatment, Trauma and Grief Component Treatment for Adolescents (TGCTA), and Substance Abuse Treatment.

**Now, therefore**, the parties mutually agree as follows:

1. Warren County agrees to provide and Holmes County agrees to pay if space is available, a per diem of **\$175.00** per day/per bed.
2. The parties agree the term of said Agreement shall be from February 1, 2021 through February 1, 2022. The parties further agree that the per diem shall be negotiated and calculated annually.
3. The parties herein acknowledge that adjudicated delinquent juvenile(s) will be accepted into the Mary Haven Youth Center only after a thorough assessment has been performed by Mary Haven Youth Center to assure the juvenile(s) meet the criteria for admission/acceptance into the program for residential treatment services.
4. The parties agree that all expenses for any medical, dental, counseling, or any other extraordinary costs which are not provided by the Mary Haven Youth Center as part of the routine services provided shall be paid for by the juvenile's parent/guardian/custodian, their insurance provider or lastly, the Court which placed said juvenile at the Mary Haven Youth Center.
5. Warren County shall prepare a monthly invoice for Holmes County and provide details of attendance with that invoice for the services provided by this Agreement. The payment is to be made from Holmes County in full within thirty (30) days from the date of the invoice. The failure of Holmes County to make timely payments pursuant to this Agreement may result in a suspension or termination of this agreement and the services provided herein. The payment



shall be made payable to Warren County Juvenile Court and mailed to **Warren County Juvenile Justice Center, 900 Memorial Drive, Lebanon, Ohio 45036.**

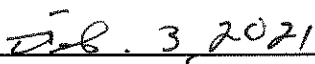
6. The parties to this Agreement acknowledge that all juveniles placed at the Mary Haven Youth Center will be required to participate in the programs provided at said facility.
7. The parties acknowledge and agree that Warren County shall provide the educational requirements for all juveniles in the Mary Haven Youth Center and shall prepare and submit invoices for the same to the juvenile's home school district. Holmes County agrees to provide appropriate orders to identify each child's home school district and to establish their responsibility for payment of said child's education.
8. Warren County shall give written notice to Holmes County thirty (30) days prior to the termination of treatment of a client in Warren County's care. This written documentation will include a faxed statement to Holmes County with confirmation of receipt.
9. The parties agree that any modification or amendments to this Agreement must be agreed to, in writing, by both parties.
10. The Parties agree that the terms recited herein are the entire Agreement.

**In Witness Whereof**, the undersigned parties have set their hands to this Agreement and agree to terms and conditions contained herein.

Approved by:


**HOLMES COUNTY**

  
\_\_\_\_\_  
Thomas C. Lee, Judge, Juvenile Court

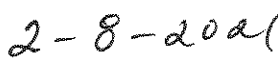
  
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Date

**COMMISSIONERS:**

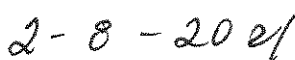
  
\_\_\_\_\_  
President, Board of Commissioners

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Commissioner

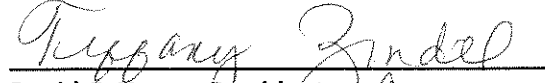
  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Date

WARREN COUNTY

COMMISSIONERS:

  
\_\_\_\_\_  
David G. Young, President


2-16-21  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Tom Grossmann, Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shannon Jones, Member

\_\_\_\_\_  
Date

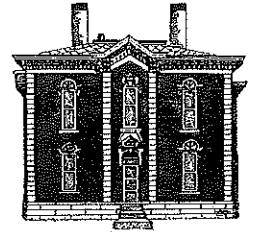
  
\_\_\_\_\_  
Approved as to form only  
Warren County Prosecutor's Office

2/11/21  
\_\_\_\_\_  
Date



# HOLMES COUNTY COMMISSIONERS

2 COURT STREET, SUITE 14  
MILLERSBURG, OHIO 44654-2001  
PHONE (330) 674-0286 FAX (330) 674-0566  
E-MAIL: HCC@CO.HOLMES.OH.US



Resolution # 02-08-21-04

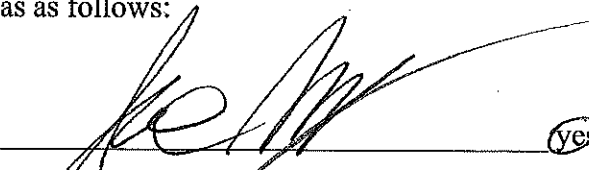

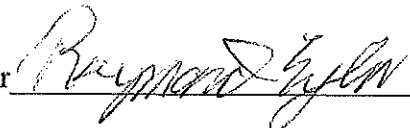
## A RESOLUTION ACCEPTING THE CONTRACT FOR RESIDENTIAL TREATMENT SERVICES BETWEEN WARREN COUNTY AND HOLMES COUNTY, OHIO

**WHEREAS**, the Board of County Commissioners has received a contract for Residential Treatment Services Between the Warren County Board of Commissioners on Behalf of Warren County Probate/Juvenile Court and Holmes County Board of Commissioners for their Respective Juvenile Court Judge, Ohio; and

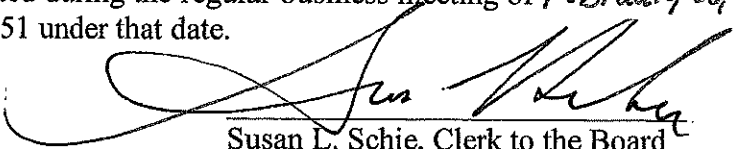
**WHEREAS**, the Board of County Commissioners have agreed to this Contract;

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners hereby executes the Contract for Residential Treatment Services Between the Warren County Board of Commissioners on Behalf of Warren County Probate/Juvenile Court and Holmes County Board of Commissioners for their Respective Juvenile Court Judge, in the amount of \$175.00 per day and the Contract will be from February 01, 2021 through February 01, 2022.

Mr. *Miller* moved for adoption of the preceding Resolution. Mr. *Ault* seconded the motion. Upon roll call the vote was as follows:

Joe D. Miller		<input checked="" type="radio"/> yes/no
Rob Ault		<input checked="" type="radio"/> yes/no
Raymond Eyer		<input checked="" type="radio"/> yes/no

The below signed Clerk to the Board hereby certifies that the preceding Resolution is a true and exact copy of a Resolution adopted during the regular business meeting of *February 09, 2021* and recorded in Commissioners Journal 51 under that date.

  
Susan L. Schie, Clerk to the Board  
Holmes County Board of Commissioners

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO  
COUNTY OF HOLMES

I, Thomas C. Lee, holding the title and position of Judge at the ~~firm~~  
Holmes Co. Juvenile Court, 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 Holmes County  
Juvenile Ct. Judge

Subscribed and sworn to before me this 8th day of February 2021

[Signature]  
(Notary Public),

Holmes County.

My commission expires July 10 2022



**GLENNIS MENEZ**  
**NOTARY PUBLIC**  
**STATE OF OHIO**  
Recorded in  
Holmes County  
My Comm. Exp. 7/10/2022

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-0222

Adopted Date February 16, 2021

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN A COMMUNITY OF SUPPORT  
GRANT APPLICATION ON BEHALF OF THE WARREN COUNTY CHILDREN  
SERVICES AGENCY

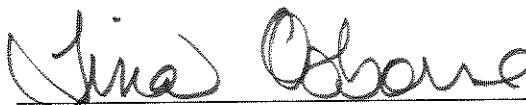
BE IT RESOLVED, to authorize the County Administrator to sign a Community of Support  
Grant Application, on behalf of the Warren County Children Services Agency, grant application  
attached hereto and made a part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: Children Services (file)  
S. Walther

## Community of Support Grant

### What is it?

- Office of Family and Children have developed the Communities of Support Grant to encourage the growth of local partnerships. Communities of support are essential to strengthen the lives of children and families, in partnership with their existing networks and in consideration of their diverse racial, cultural and economic identities.
- This opportunity is being provided in coordination with the Ohio Department of Mental Health and Addiction Services and the Ohio Family and Children First Council (FCFC).
- Funds are used to establish and determine sustainable support for FCFC councils and community networks to provide comprehensive community services.
- The grant will help ensure that the needs of children and families are met as they pertain to three priorities:
  - 1) The (Comprehensive and Addiction Recovery Act) CARA Plans of Safe Care
  - 2) Qualified Residential Treatment Program (QRTP) level-of-care assessments
  - 3) community-based aftercare planning for children discharged from residential treatment settings.
- FFPSA will take effect October 2021 which required that all children who enter a QRTP has had a level of care assessment completed within 30 days of admission and a six-month discharge plan before leaving QRTP. This grant supports this transition.

### How much will Warren County receive?

- \$10,000 to develop the initiative and \$40,000 to sustain the program. The money must be spent by July 1, 2021. It can be renewed for the \$40,000 for two additional years.
- Funding is by reimbursement.

### Who will monitor the grant?

- Children Service's will monitor the grant and hire part time Grant Liaison to assure we are complying with all requirements. (We will use an already existing part time position)
- Monthly meetings with community partners to assure quick services for families.
- Training in the Child and Adolescents Needs and Strengths Assessment (CANS Assessment)
- Amend placement contracts to add the expectation that the assessments and the six-month discharge plan.
- Clinton County will also utilize our Grant Liaison and we will bill them for the time and travel.

### How does this benefit Warren County?

- Plans of Safe Care for children who are exposed or affected by substance abuse at birth to address substance abuse within families. (Early Intervention)
- Reduce time in QRTP by completing a needs assessment when admitted.
- Reduce the reoccurrence of entry into QRTP by wrapping services around the child and family at discharge.
- Allow for children to return to their homes when leaving QRTP.

# **COMMUNITIES OF SUPPORT GRANT**

**RFGA # JFSR2021068199**

**Issued By:  
The Ohio Department of Job and Family Services**

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	<b>B. Phase II. Review – Criteria for Scoring the Technical Application</b>	<b>16</b>
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<b>SECTION VIII.</b>	<b><u>PROTEST PROCEDURE</u></b>	
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<b>A.</b>	<b>Community of Support Application.</b>	<b>20</b>



- Immediate safety of the infant
- Safety and treatment need of the infant
- Health and substance misuse treatment needs of the affected parent
- Treatment needs of all household members having routine caregiving responsibilities for the infant (i.e., father, grandparent, roommate, etc.)

### **QRTP Level of Care Assessments & After Care Planning**

On February 9, 2018, President Trump signed into law the landmark bipartisan Family First Prevention Services Act, as part of Division E in the Bipartisan Budget Act of 2018 (H.R. 1892). Family First includes reforms to help keep children safely with their families and avoid the traumatic experience of entering foster care, emphasizes the importance of children growing up in families and helps ensure children are placed in the least restrictive, most family-like setting appropriate to their special needs when foster care is needed. These reforms include the following for residential facilities:

1. **Level of Care Assessment:** Within 30 days of a child being placed in a QRTP setting, a qualified individual must assess the child's strengths and needs using an age-appropriate, evidence-based, validated, functional assessment tool to determine if the child's needs can be met with family members or in a foster family home, or in one of the other approved settings (i.e. facilities for pregnant or parenting youth or independent living facilities) consistent with the short- and long-term goals of the child and their permanency plan. H
2. **After Care Planning:** Provides discharge planning and family-based aftercare supports for at least 6 months post discharge.

### **1.4 Overview of the Project**

This grant has been created to:

- A. Establish and create community networks and infrastructures to provide comprehensive community services.
- B. Develop a Sustainability Plan.
- C. Develop a plan to provide and pilot specific practices and services to inform future funding and regulation and to meet state and federal requirements. The specific services include but are not limited to:
  - a. CARA Plans of Safe Care.
  - b. Qualified Residential Treatment Program Level of Care Assessments (i.e. Child Adolescent Needs and Strengths (CANS)).
  - c. Qualified Residential Treatment Program After Care Planning.

### **1.5 Objectives of the Project**

**Prong 1:** Partnering Family and Children First Councils (FCFC) and Public Children Service Agencies (PCSA) can apply for \$10,000 in planning funds to establish and determine sustainable support for FCFC councils and community networks to provide comprehensive community services. Deliverables include:

1. Identification of and commitment from community partners described in Section 4.3.

\* \* Subject to all applicable approvals, the agreement period is expected to run from approximately December 2020 through June 30, 2021, with an option renewal to be in effect from July 1, 2021 through June 30, 2022 if funds allow. Renewal of the agreement(s) will be contingent upon availability of funding, satisfactory performance, the continued need for the services described herein, and all required approvals.

## **2.2 Internet Q & A Period; RFGA Clarification Opportunity**

Applicants may ask clarifying questions regarding this RFGA via the Internet during the Q & A Period as outlined in Section 2.1, Anticipated Procurement Timetable. To ask a clarifying question, applicants must use the following Internet process:

- \* **Access the State Procurement Web Page at <https://procure.ohio.gov/proc/index.asp>;**
- \* **Select RFP Number *JFSR2021068195* from the list of competitive opportunities;**
- \* **Follow the link to the dedicated web page;**
- \* **Select “Submit Inquiry” near the bottom of the web page;**
- \* **Follow instructions there for submitting questions; or, to view posted questions and answers;**
- \* **Select “View Q and A” near the bottom of the web page.**

Questions regarding this RFGA must reference the relevant section of this document, the heading for the provision under question, and the page number where the provision can be found. The name of a representative of the applicant (or other party), the organization’s name, phone number, and e-mail address must be provided to submit an inquiry. ODJFS may, at its option, disregard any questions which do not appropriately reference an RFGA provision or location within the RFGA, or which do not include identification of the originator of the question. ODJFS is under no obligation to acknowledge questions submitted through the Q & A process if those questions are not in accordance with these instructions. Questions submitted after 8:00 a.m. on the date the Q & A Period closes will not be answered.

ODJFS’ responses to all questions asked via the Internet will be posted on the webpage dedicated to this RFGA for public reference by any party. ODJFS will not provide answers directly to the applicant or party that submitted the question.

Questions submitted may be no more than 4,000 characters in length, but there is no limit on the number of questions that may be submitted. ODJFS strongly encourages applicants to ask questions early in the Q & A period so that answers can be posted with sufficient time for any possible follow-up questions.

Applications submitted in response to this RFGA are to take into account any information communicated by ODJFS in the Q & A process for the RFGA. It is the responsibility of all applicants to check the webpage dedicated to this RFGA on a regular basis for responses to all questions, as well as for any amendments, alerts, or other pertinent information regarding this RFGA. ODJFS is not responsible for the accuracy of any information regarding this RFGA that was obtained or gathered through a source different from the Q & A process described in this RFGA.

Requests for copies of any previous solicitations (RFGAs, RLBs, RFPs, etc.) or for past applicants, score sheets or grant agreements for this or similar past projects, are Public Records Requests (PRRs), and are not clarification

## The funding breakdown

<b>Prong 1: Identification &amp; Commitment</b>	<b>\$10,000</b>
<b>Prong 2: Funding Available by county size:</b>	
<i>Small (population 49,999 and below) – 39 counties</i>	<i>\$20,000</i>
<i>Medium (population 233,000-50,000) – 40 counties</i>	<i>\$40,000</i>
<i>Large (population 300,000 and above) – 9 counties</i>	<i>\$60,000</i>
<b>Total</b>	

<https://www.ohio-demographics.com/counties by population>

Each selected applicant will be required to sign a grant agreement with ODJFS. The selected applicants will be required to submit invoices using an ODJFS invoice format and provide receipts for actual allowable costs incurred. Upon submission of appropriate invoices and supporting documentation, ODJFS will reimburse grantees for actual allowable expenditures.

Funding for the Communities of Support grants is only available through June 30, 2020 with optional renewals if funding allows. The award of funds is contingent upon the availability of funding to the State of Ohio and certification of funds pursuant to Ohio Revised Code 126.07. ODJFS is under no obligation to award any funds for this project and may cancel or postpone the selection process at any time if for any reason ODJFS decides not to proceed. All selections of applicants for funding are subject to certain legal and administrative reviews prior to being finalized. The actual number of grants to be awarded is up to 88 depending on the number of applicants. OFC shall review all applications submitted and select recipients to receive grants based on complete application requirements. ODJFS will reserve the right to determine whether or how to distribute unused or uncommitted funds.

### SECTION III. APPLICANT EXPERIENCE AND QUALIFICATIONS

#### 3.1 Mandatory Qualifications

In order to be considered for an award as a result of this RFGA, ODJFS requires that applicants **MUST** be either the county family children first council OR the public children services agency. The entity not applying must be a named partner to receive funding (i.e. the PCSA applies the Family Children First Council must be a participating community partner.)

3.1.1. Applicants must complete and submit the application – Appendix A.

#### 3.2 Applicant Experience and Capabilities

Applicant must identify their key community partners and to provide their plan.

### SECTION IV. TECHNICAL WORK PLAN

#### 4.1 Scope of Project Work

Additionally, applications submitted in response to this RFGA must reflect the applicant's understanding of, and commitment to, perform this Scope of Work fully. The selected applicant will be responsible for the requirements as described in Section 4.4, including all preparatory and intervening steps, whether or not ODJFS has explicitly specified or delineated them within the RFGA. In developing their responses, all applicants must fully and appropriately plan and budget their proposed projects, including all necessary preparatory and intervening steps.

#### **4.2 Target Population**

The target population for this grant are expecting mother's or mother's that test positive and/or children placed in or discharged from residential facilities.

#### **4.3 Specifications of Deliverables**

1. **Deliverable 1:** Partnering Family and Children First Councils (FCFC) and Public Children Service Agencies (PCSA) can apply for \$10,000 in planning funds to establish and determine sustainable support for FCFC councils and community networks to provide comprehensive community services. Draft deliverables include:
  - b. Identification of and commitment from community partners such as:
    1. Birthing hospitals
    2. PCSA
    3. County Department of Job and Family Services
    4. Behavioral/Mental Health Services
    5. Local Health Department
    6. Family Children First Council
    7. Boards of Developmental Disabilities
    8. ADAMH Board
    9. Community Health Board
    10. County Commissioner Representative
    11. Federally Qualified Health Center
    12. Others Identified by Community (i.e. Representatives from Managed Care plans, youth services, municipality, head start, early intervention collaboration, etc.)
  - c. Sustainability Plan – Plans must include but not be limited to:
    1. What is the Community Network meeting schedule?
    2. Who will set the agenda?
    3. How will emergency situations be handled? Who should be the point of contact?
    4. What services will/do each partner provide?
    5. If your community does not have the service where is the service available?
    6. If a service is not in your community how will you ensure assistance with transportation?
    7. What is the collective impact of our cross-system collaboration?

Agreement Manager when work may begin. Any work begun by the grantee prior to this notification may not be reimbursable by ODJFS.

### **5.3 Application Costs**

Costs incurred in the preparation of this application are to be borne by the applicant; ODJFS will not contribute in any way to the costs of the preparation.

### **5.4 Trade Secrets Prohibition; Public Information Disclaimer**

Applicants are prohibited from including any trade secret information as defined in ORC 1333.61 in their applications in response to any ODJFS solicitation. ODJFS shall consider all applications voluntarily submitted in response to any ODJFS RFGA to be free of trade secrets and such applications shall, in their entirety, be made a part of the public record, pursuant to ORC 149.43.

Any applications submitted in response to this solicitation which make claims of trade secret information shall be disqualified from consideration immediately upon the discovery of such unallowable claim.

All applications and any other documents submitted to ODJFS in response to any solicitation shall become the property of ODJFS. This RFGA and, after the selection of an applicant for award, any applications received in response to a solicitation that have been opened, reviewed and considered by ODJFS are deemed to be public records pursuant to ORC 149.43. For purposes of this section, the term "application" shall mean both the Technical Application and the Project Budget submitted by an applicant and any attachments, addenda, appendices, resumes, letters of recommendation, or sample products.

### **5.5 Grant Agreement Requirements**

- A. Any agreement(s) resulting from the issuance of this RFGA is subject to the terms and conditions as provided in the model grant agreement, which is included as Attachment B. of this RFGA;
- B. Many of the terms and conditions contained in the model grant agreement are required by state and federal law; however, applicants may propose changes to the grant agreement by annotating the model. Any changes are subject to ODJFS review and approval;
- C. Payments for all services provided pursuant to the agreement are contingent upon the availability of state and federal funds;
- D. All aspects of the grant apply equally to work performed by any and all subgrantees;
- E. The grantee(s), and any subgrantee(s), will not use or disclose any information made available to them for any purpose other than to fulfill the duties specified in the RFGA. The grantee(s), and any subgrantee(s), agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the agreements, and may result in legal action;

## 5.9 Key Personnel

ODJFS may require a clause in the resulting agreement regarding key personnel in that any person identified as critical to the success of the project may not be removed without reasonable notice to ODJFS.

ODJFS must be informed in writing if the Grant Manager or key personnel changes over the course of the project.

## 5.10 Ethical and Conflict of Interest Requirements

- A. No grantee or individual, company or organization seeking a grant agreement shall promise or give to any ODJFS employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties;
- B. No grantee or individual, company or organization seeking an agreement shall solicit any ODJFS employee to violate any of the conduct requirements for employees;
- C. Any grantee acting on behalf of ODJFS shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Any grantee or applicant that violates the requirements and prohibitions defined here or of Section 102.04 of the ORC is subject to termination of the agreement or refusal by ODJFS to enter into a grant agreement; and
- D. ODJFS employees and grantees who violate Sections 102.03, 102.04 2921.42 or 2921.43 of the ORC may be prosecuted for criminal violations.

## 5.11 Health Insurance Portability & Accountability Act (HIPAA) Requirements

As a condition of receiving an agreement from ODJFS, the grantee(s), and any subgrantee(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and the implementing regulations at 45 CFR Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the grantee(s) from or on behalf of ODJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR 160.103 and any amendments thereto. The selected applicant(s) can reasonably anticipate HIPAA language in the agreement that results from this RFGA.

In the event of a material breach of grantee obligations under this section, ODJFS may at its option terminate the agreement according to provisions within the agreement.

## SECTION VI. APPLICATION FORMAT & SUBMISSION

### 6.1 APPLICATION SUBMISSION FORMAT

The applicant must submit electronic responses using File Drop. A copy of the application must be received by ODJFS no later than **March 31, 2021 3:00pm**. Applications received after this date and time will not be reviewed. Materials mailed or submitted separately from the application packet will not be accepted or added to the

**Attachment A., Section I. – Required Applicant Information & Certifications Document**

In this section, the applicant is required to provide required information and certifications of eligibility for state awards, as described in Attachment A., Section I. to this RFGA. Applicants may, at their discretion, either print Attachment A., Section I., complete and sign it, and return it as the content of their application Tab 1; or they may provide all the required information and certifications (each fully re-stated from Attachment A.) on their own letterhead, properly signed, and include that replication in their application Tab 1. Applicants who fail to provide all information and certifications as described in Attachment A. Section I. in their application Tab 1 will be disqualified.

**Attachment A., Section II. – Standard Affirmation and Disclosure Form Banning the Expenditure of Public Funds on Offshore Services.**

This form must be completed and signed by every applicant seeking to do business with ODJFS. This must be submitted as part of the response to solicitation. Failure by any applicant to complete, sign, and return the Required Applicant Information & Certifications Document and Standard Affirmation and Disclosure Form with its application will result in rejection of the application as being non-responsive and disqualified from further consideration.

The signed originals of the above referenced forms (Attachment A, Sections I. and II.) are to be provided in the applicant's original application. Photocopies of the completed and signed forms must also be provided with each of the required copies.

**Tab 2** Mandatory Qualifications

**Sub-Tab 2a.** Appendix A (As defined in Section 3.1)

**Sub-Tab 2b.** Community Partner (As defined in Section 3.2)

**Tab 3** Technical Work Plan

**Sub-Tab 3a.** Specifications and Deliverables (As defined in Section 4.3)

**Tab 4** Examples, other

Figure 1: Example image of RFGA packet.

1. Any trade secret or proprietary information (as defined in Section 5.4 of this RFGA) found anywhere in an application shall result in immediate disqualification.

## **SECTION VII. CRITERIA FOR APPLICATION EVALUATION & SELECTION**

### **7.1 Scoring of Applications**

ODJFS will enter into agreement(s) with a grantee(s) that best demonstrates the ability to meet requirements as specified in this RFGA. Applicants submitting a response will be evaluated based on the capacity and experience demonstrated in their Technical Application and Project Budget. All applications will be reviewed and scored by the ART, comprised of staff from ODJFS. ART members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the application review and grantee selection process. Final selection of the grantee(s) will be based upon the criteria specified in Sections III, IV, and VI of this RFGA. Any applications not meeting the requirements contained in Sections III, IV and VI of this RFGA will not be scored or may be held pending receipt of required clarifications. The ART reserves the right to reject any and all applications, in whole or in part, received in response to this request. The ART may waive minor defects that are not material when no prejudice will result to the rights of any applicant or to the public. In scoring the applications, ODJFS will score in three (3) phases:

#### **A. Phase I. Review — Initial Qualifying Criteria:**

In order to be fully reviewed and scored, applications submitted must pass the Phase I. Review. Any “no” for the listed Phase I. criteria will eliminate an application from further consideration.

#### **B. Phase II. Review — Criteria for Scoring the Technical Application:**

The ART will then collectively score those qualifying Technical Applications, not eliminated in Phase I. Review, by assessing how well the applicant meets the requirements as specified in Sections III, IV, and VI of this RFGA. Using the score sheet for Phase II scoring (Attachment C), the ART will read, review, discuss and reach consensus on the final technical score for each qualifying Technical Application.

A maximum of 155 points will be awarded for the Technical Application. A Technical Application must achieve a total of at least 118 points out of the possible 155 points to qualify for consideration. Any application which does not meet the minimum required Technical Application points will be disqualified from any further consideration.

All Phase II Technical Application evaluation criteria will be scored according to the following scale, based on a proposed plan’s ability to meet the objectives outlined in this RFGA. The Technical Application Score Sheet (Attachment C) uses the following point values for rating each requirement:



Should ODJFS determine a need for interviewing applicants prior to making a final selection, responses to interview questions shall be scored in a manner similar to the process described in Section 7.1 above. Such scored results may be either added to those applicants' scores, or will replace certain criteria scores, as the discretion of ODJFS. The standards for scoring the interviews and the method used for considering the results of the interviews shall be applied consistently for all applicants participating in the interview process for the RFGA.

Applicants may request changes to the model grant agreement, but any such requested changes must be approved by ODJFS either as requested or following a process of negotiation. While requested changes to the model grant agreement may have no effect of an applicant's Technical Application score, any proposed changes to the model grant agreement that cannot be accepted or negotiated without causing undue delay (as defined by ODJFS) in the execution of an agreement may, at the sole discretion of ODJFS, result in the disqualification of the application.

ODJFS reserves the right to negotiate with applicants for adjustments to their applications should ODJFS determine, for any reason, to adjust the scope of the project for which this RFGA is released. Such communications are not violations of any communications prohibitions, and are expressly permitted when initiated by ODJFS, and are at the sole discretion of ODJFS.

Any applicant deemed not responsible, or submitting an application deemed not to be responsive to the terms of this RFGA, shall not be awarded an agreement.

### **7.3 Final Selection**

The ART may recommend for selection as many or as few applicants as budget and successful applications allow, as determined by the processes and requirements established in this RFGA.

## **SECTION VIII. PROTEST PROCEDURE**

### **8.1 Protests**

Any applicant objecting to the award of an agreement resulting from the issuance of this RFGA may file a protest of the award of the agreement, or any other matter relating to the process of soliciting the applications. Such a protest must comply with the following guidelines:

- A. A protest may be filed by an applicant or party objecting to the award of an agreement resulting from this RFGA. The protest shall be in writing and shall contain the following information:
  1. The name, address, telephone number, and e-mail address of the protestor;
  2. The name and number of the RFGA being protested;
  3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
  4. A request for a ruling by ODJFS;
  5. A statement as to the form of relief requested from ODJFS; and

**SECTION IX.            ATTACHMENTS AND THEIR USES**

- A.     Required Applicant Information and Certifications *(To be completed & included in the application as specified in Section 6.2)*
- B.     ODJFS Model Grant Agreement *(For applicant reference purposes – do not return with bid, unless annotated with changes.)*
- C.     Technical Application Score Sheet *(For applicant reference purposes)*

**SECTION X.            APPENDICES AND THEIR USES**

- A.     Community of Support Application *(To be completed & included in the application as specified in Section 3.1)*

Thank you for your interest in this project.

Attachment A—Section I

**REQUIRED GRANTEE INFORMATION and CERTIFICATIONS**

**Purpose:** The Ohio Department of Job and Family Services (ODJFS) requires the following information on applicants who submit proposals or applications in response to any ODJFS Requests for Grant Applications (RFGAs), in order to facilitate the development of the grant with the selected applicant. ODJFS reserves the right to reject your application if you fail to provide this information fully, accurately, and by the deadline set by ODJFS. Further, some of this information (as identified below) **must** be provided in order for ODJFS to accept and consider your application. **Failure to provide such required information will result in your application's immediate disqualification.**

**Instructions:** Provide the following information regarding the applicant organization submitting the application. Applicants may either print this attachment, complete and sign it, or may provide the required information and certifications (each fully re-stated from this attachment) on their letterhead as the opening pages of their applications. It is mandatory that the information provided is certified with an original signature (in blue ink, please) from a person with authority to represent the applicant. Applicants are to provide the completed and signed information and certifications as the cover pages of their original proposal submitted to ODJFS.

**IMPORTANT:** If the RFGA specified a maximum page limit for applicant proposals, the attachment of any required certifications, other documents, or additional pages needed to fully provide the information requested here will **NOT** be counted against that page limit.

**Applicants must provide all information**

<b>1. ODJFS RFGA #:</b> JFSR2021068199	<b>2. Application Due Date:</b> March 31, 2021
<b>3. Name:</b> (legal name of the grantee – person or organization – to whom grant payments would be made) Warren County, Ohio	
<b>3a. Grantee's Ohio Administrative Knowledge System (OAKS) ID#:</b> [Vendors may apply for an OAKS vendor ID# at: <a href="http://ohiosharedservices.ohio.gov/Vendors.aspx">http://ohiosharedservices.ohio.gov/Vendors.aspx</a> . The necessary forms to be completed and remitted to Ohio Shared Services are the Vendor Information Form (OBM-5657) and the IRS Form W-9. Completion and/or submission of these forms to Ohio Shared Services <u>does not</u> assume a vendor/applicant award of any ODJFS contract/grant.]  Vendor ID#0000052991	
<b>4. Grantee Corporate Address:</b>  406 Justice Drive Lebanon, Ohio 45036	<b>5. Grantee Remittance Address:</b> (or "same" if same as Item # 4)  Same
<b>6. Print or type information on the grantee representative/contact person <u>authorized to answer questions on the application:</u></b>  Grantee Representative NAME and TITLE: Susan Walther, Director, Warren County Children Services  Address: 416 South East Street Lebanon, Ohio 45036  E-Mail Address:  Phone #: 513-695-1511  Fax #: 513-695-1880	
<b>7. Print or type the name of the grantee representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #6, provide the following information on each such representative and specify their function):</b>  Grantee Representative NAME and TITLE: Tiffany Zindel, County Administrator  Address: 406 Justice Drive Lebanon, Ohio 45036  E-Mail Address:  Phone #: 513-695-1241  Fax #: 513-695-2054	

C. Identify all state grants which the grantee has since the beginning of the last fiscal year (i.e., since July 01, 2012) through this fiscal year to date. Also include grants approved for ODJFS or institutions of higher education:

Total number of grants: 18

For each state grant, list the state agency and provide the following information:

State Agency/Educational Institution: \_\_\_\_\_  
Grant Dollar Amount: \_\_\_\_\_

State Agency/Educational Institution: \_\_\_\_\_  
Grant Dollar Amount: \_\_\_\_\_

State Agency/Educational Institution: \_\_\_\_\_  
Grant Dollar Amount: \_\_\_\_\_

Attach additional pages if needed **Grants Attached to Application**

**11. Grantee Ethics Certification**

As a grantee receiving grants from the State of Ohio, I certify on behalf of Warren County, Ohio (name of vendor or grantee):

(1) I have reviewed and understand Ohio ethics and conflict of interests' laws, as found in Chapter 102. and Sections 2921.42 and 2921.43 of the Ohio Revised Code.

(2) I acknowledge that failure to comply with this certification is, by itself, grounds for termination of this contract or grant with the State of Ohio.

Tiffany Zindel 2-16-21  
Signature of authorized agent Date

12. I have read the ODJFS Model Grant attached to the RFGA, and if awarded a grant, I will not  (or) I will  request changes to the standard language, and have marked the requested changes and returned the model document with this proposal for consideration by ODJFS. (If so, ODJFS will review those requested changes if you are the selected grantee. All requested changes to model contract language are subject to ODJFS approval.)

13. I Tiffany Zindel, (grantee representative in Item # 7) hereby affirm that this proposal accurately represents the capabilities and qualifications of Warren County, Ohio (grantee's name), and I hereby affirm that the cost(s) bid to ODJFS for the performance of services and/or provision of goods covered in this application in response to this ODJFS RFGA is a firm fixed price, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal\bid.)

14. **Location of Business Declaration:** Vendors responding to any ODJFS RFP/RLB/RFGA (etc.) must certify that no public funds shall be spent on services provided/performed offshore by completing, signing, and returning the "Location of Business Form," which is the final section of this attachment. **FAILURE TO PROPERLY COMPLETE, SIGN AND RETURN THIS FORM, INCLUDING THE "LOCATION OF BUSINESS FORM," WILL RESULT IN DISQUALIFICATION OF THE VENDOR FROM CONSIDERATION FOR AWARD OF AN ODJFS CONTRACT.**

4. Location where services to be performed will be changed or shifted by Grantee

416 South East Street  
(Address)

Lebanon, Ohio 45036  
(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by sub-grantee(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

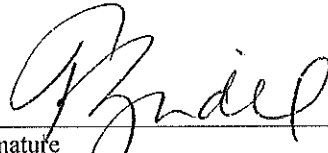
\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

**By signing below, I hereby certify and affirm** that I have reviewed, understand, and will abide by the Governor's Executive Order 2011-12K. I attest that no funds provided by ODJFS for this grant or any other agreement will be used to purchase services provided outside the United States or to contract with a sub-grantee(s) who will use the funds to purchase services provided outside the United States. I will promptly notify ODJFS if there is a change in the location where any of the services relating to this project will be performed. If I am signing this on behalf of a company, business, or organization, I hereby acknowledge that I have the authority to make this certification on behalf of that entity.

  
\_\_\_\_\_  
Signature  
Warren County, Ohio

\_\_\_\_\_  
Entity Name  
Tiffany Zindel  
\_\_\_\_\_  
Printed name of individual authorized  
to sign on behalf of entity

2-16-21  
\_\_\_\_\_  
Date  
416 South East Street  
\_\_\_\_\_  
Address (Principal place of business)  
Lebanon, Ohio 45036  
\_\_\_\_\_  
City, State, Zip

hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODJFS. ODJFS will issue a notice to GRANTEE if ODJFS decides to renew this Agreement. GRANTEE will not obligate resources in anticipation of a renewal until notice is provided.

- B. It is expressly understood by both ODJFS and GRANTEE that this Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. The ODJFS Agreement Manager will notify GRANTEE when this certification is given.

### ARTICLE III. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Grant is Total Dollar Amt Dollars (\$Total). ODJFS will provide GRANTEE with funds in an amount up to SFY1 Dollar Amt Dollars (\$SFY1) for State Fiscal Year 20XX and up to SFY2 Dollar Amt Dollars (\$SFY2) for State Fiscal Year 20XX expressly to perform the Grant activities. GRANTEE understands that the terms of this Agreement do not provide for compensation in excess of the total amount listed in this section. GRANTEE hereby waives the interest provisions of ORC 126.30.

#### [GRANT ADVANCE]

- B. Payment:
1. GRANTEE may submit a request for a Grant Advance of Total Dollar Amt Dollars (\$Total). The Grant Advance will be awarded after appropriate invoicing pursuant to this ARTICLE.
  2. The remainder of the Grant will be paid as reimbursement for actual, allowable, expenditures incurred and paid by GRANTEE during the billing period pursuant to GRANTEE's accepted budget [or cost proposal] as incorporated below [or as attached]. The ODJFS Agreement Manager may provide written approval to GRANTEE for requested budget changes that do not exceed the amount listed in this ARTICLE for the Agreement period. Such approval may be made without formally amending this Agreement.
  3. GRANTEE must conduct a funds reconciliation of the Grant Advance no later than thirty (30) days from the end of the Agreement period. GRANTEE will return any Grant advance funds that exceed actual expenditures paid by GRANTEE and confirmed by invoices. The ODJFS Agreement Manager will instruct GRANTEE on the manner in which to return the unused funds.

#### [BUDGET REALLOCATION]

- C. With the exception of travel expenses, line item expenses listed in the budget may be reallocated upon the written approval of the ODJFS Agreement Manager as long as the total amounts per SFY and the total overall Agreement amount remains unchanged. Any changes to the travel costs listed below will require a formal amendment to this Agreement.

#### [TRAVEL REIMBURSEMENT]

- D. It is further agreed that reimbursement of travel expenditures shall not exceed [SFY1 Travel Dollar Amount] Dollars (\$SFY1 Travel) for SFY [SFY1] and [SFY2 Travel Dollar Amount] Dollars (\$SFY2) for SFY [SFY2], which amounts are included in the total compensation figures above. Expense reimbursement authorized by this section is limited to actual and necessary expenses subject to the limits as established pursuant to ORC 126.31, which are set forth in Ohio Administrative Code 126-1-02, as well as any other laws, regulations, or Governor's Executive Orders limiting travel expenses. GRANTEE expressly agrees not to submit claims for expenses which do not meet the requirements of this section and further agrees to submit all claims to the ODJFS Agreement Manager for approval prior to submitting a claim for reimbursement.
- B. Compensation will be made as reimbursement for actual expenditures incurred [per Deliverable] [hourly] and paid by GRANTEE during the billing period pursuant to GRANTEE's accepted budget [or cost proposal] as incorporated below [or as attached].
- C. GRANTEE will submit detailed invoices on a monthly/ quarterly/ one-time basis to the ODJFS Bureau of Accounts Payable at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215. GRANTEE agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:

3. Prepare and furnish a report to ODJFS, as of the date the notice of termination or suspension was received, that describes the status of all Grant activities and includes the results accomplished and the conclusions reached through Grant activities;
  4. Return all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Grant; and
  5. Perform any other tasks ODJFS requires.
- E. In the event of suspension or termination under this ARTICLE, ODJFS will, upon receipt of a proper invoice from GRANTEE, determine the amount of any unpaid Grant funds due to GRANTEE for Grant activities performed before GRANTEE received notice of termination or suspension. In order to determine the amount due to GRANTEE, ODJFS will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODJFS. ODJFS will not be liable for any further claims submitted by GRANTEE.
- F. Upon GRANTEE's breach or default of provisions, obligations, or duties embodied in this Agreement or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODJFS reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODJFS of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or GRANTEE fails to perform any obligation under this Agreement and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODJFS will not be effective unless it is in writing signed by the ODJFS Director.

#### ARTICLE V. NOTICES

- A. ODJFS and GRANTEE agree that communication regarding Grant activities, scope of work, invoice or billing questions, or other routine instructions will be between GRANTEE and the identified ODJFS Agreement Manager.
- B. Notices to ODJFS from GRANTEE that concern changes to GRANTEE's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE VIII, and/or any other formal notice regarding this Agreement will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to GRANTEE from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to GRANTEE's representative at the address appearing on the signature page of this Agreement.
- D. All notices 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 VI. RECORDS, DOCUMENTS AND INFORMATION

GRANTEE agrees that all records, documents, writings, and other information, created or used pursuant to this Agreement will be treated according to the following terms, and that the terms will be included in any subgrant agreements executed for the performance of Activities relative to this Agreement:

- A. [PUBLIC UNIVERSITY] ODJFS agrees that any documents, reports, data, photographs (including negatives), electronic reports and records, and other media produced under this Agreement or with funds provided by this Subgrant will become the property of GRANTEE, which will have the unrestricted right to reproduce, distribute, modify, maintain and use in any way it deems appropriate. However, ODJFS is hereby granted a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, modify, distribute, or otherwise use, and to authorize others to use for state or federal purposes:

- G. If applicable, GRANTEE hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (USC) and the implementing regulations found at Title 45, Sections 164.502(e) and 164.504(e) of the Code of Federal Regulations (CFR) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If applicable, GRANTEE further agrees to include the terms of this Section in any subgrant agreements that may be executed pursuant to this Agreement.

#### ARTICLE VII. AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between ODJFS and GRANTEE with respect to all matters herein. Only a writing signed by both parties may amend this Agreement. However, ODJFS and GRANTEE agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. It is agreed that line item budget modifications may be made, in writing, upon approval by the ODJFS Agreement Manager without a written amendment pursuant to ARTICLE III. Any written amendment to this Agreement will be prospective in nature.
- B. GRANTEE agrees not to assign any interest in this Agreement nor transfer any interest in the Grant without the prior written approval of ODJFS. GRANTEE will submit any requests for approval of assignments and transfers to the ODJFS Agreement Manager at least ten days prior to the desired effective date. GRANTEE understands that any assignments and transfers will be subject to any conditions ODJFS deems necessary and that no approval by ODJFS will be deemed to provide for any ODJFS obligation that exceeds the Grant amount specified in ARTICLE III of this Agreement.

#### ARTICLE VIII. GRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

By accepting this Grant and by executing this Agreement, GRANTEE hereby affirms current and continued compliance with each condition listed in this ARTICLE. GRANTEE's certification of compliance with each of these conditions is considered a material representation of fact upon which ODJFS relied in entering into this Agreement:

- A. If at any time, GRANTEE is not in compliance with the conditions affirmed in this Section, ODJFS will consider this Agreement to be *void ab initio* and will deliver written notice to GRANTEE. Any funds the State of Ohio paid GRANTEE for work performed before GRANTEE received notice that the Agreement is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against GRANTEE.
1. **Federal Debarment Requirements.** GRANTEE affirms that neither GRANTEE nor any of its principals, subgrantees, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. GRANTEE also affirms that within three years preceding this agreement neither GRANTEE nor any of its principals:
    - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
    - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
  2. **Qualifications to Conduct Business.** GRANTEE affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period GRANTEE, for any reason, becomes disqualified from conducting business in the State of Ohio, GRANTEE will immediately notify ODJFS in writing and will immediately cease performance of all Grant activities.



- d. GRANTEE agrees that GRANTEE, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of GRANTEE's functions and responsibilities under this Agreement. If GRANTEE, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, GRANTEE agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31<sup>st</sup> Floor, Columbus, Ohio 43215-3414. GRANTEE further agrees that the person with the conflicting interest will not participate in any Grant activities until ODJFS determines that participation would not be contrary to public interest.
4. **Lobbying Restrictions.**
    - a. GRANTEE affirms that no federal funds paid to GRANTEE by ODJFS through this Agreement or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. GRANTEE further affirms compliance with all federal lobbying restrictions, including, 31 USC 1352. If this Grant exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), GRANTEE affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
    - b. GRANTEE certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
  5. **Child Support Enforcement.** GRANTEE agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that GRANTEE and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
  6. **Pro-Child Act.** If any Grant activities call for services to minors, GRANTEE agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
  7. **Drug-Free Workplace.** GRANTEE, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. GRANTEE will make a good faith effort to ensure that none of GRANTEE's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
  8. **Work Programs.** GRANTEE agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
  9. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, GRANTEE agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. GRANTEE agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors.
  10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.** [PUBLIC UNIVERSITY] SUBGRANTEE, a public university, certifies that by executing this Agreement, it has reviewed and understands ODJFS' obligation under Governor's Executive Order 2019-12D, and will perform no services required under this Agreement outside of the United States. [DELETE a, b, c, d]

thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

- B. **[PUBLIC ENTITY] Limitation of Liability.** Each party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each party further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Agreement will impute or transfer any such liability or responsibility from one party to the other. To the maximum extent permitted by law, the parties' liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to GRANTEE under ARTICLE III or the actual amount of direct damages incurred by any party—whichever is less. In no event will either party be liable for any indirect or consequential damages, including loss of profits, even if a party knew or should have known of the possibility of such damages.
- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, GRANTEE agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by GRANTEE. ODJFS will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODJFS may participate in the defense of any such action. GRANTEE agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section. If any information and/or assistance is furnished by ODJFS at GRANTEE's written request, it is at GRANTEE's expense. If any of the materials, reports, or studies provided by GRANTEE are found to be infringing items and the use or publication thereof is enjoined, GRANTEE agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of GRANTEE under this Section survive the termination of this Agreement, without limitation.
- C. **[PUBLIC ENTITY] Infringement of Patent or Copyright.** To the extent permitted by law, if any of the materials, reports, or studies provided by GRANTEE are found to be infringing items and the use or publication thereof is enjoined, GRANTEE agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of GRANTEE under this section survive the termination of this Agreement, without limitation.
- D. **Liens.** GRANTEE will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If GRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to GRANTEE in connection with this Agreement, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to GRANTEE under this Agreement.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE V. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by GRANTEE's subcontractor(s) will be considered controllable by GRANTEE, except for third-party manufacturers supplying commercial items and over whom GRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.
- 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.

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

**SIGNATURE PAGE**

**G-20XX-00-0000**

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

Grantee Name

Ohio Department of Job and Family Services

\_\_\_\_\_  
Authorized Signature (Blue Ink Please)

\_\_\_\_\_  
Kimberly L. Hall, Director

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Address  
City, State, Zip

30 East Broad Street, 32nd Floor  
Columbus, Ohio 43215

A Technical Application's total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying application. Technical Applications which do not meet or exceed a total score of at least **118** points out of a maximum of **155** points, will be disqualified from further consideration, and its program budget will not be considered. Only those applicants whose Technical Applications meet or exceed the minimum required technical points will advance to PHASE III of the application score sheet.

ITEM #	EVALUATION CRITERIA	RFGA SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
<b>Technical Work Plan</b>							
1	<p>Applicant has identified and provided letter of commitment from community partners that include but are not limited to entities such as:</p> <ol style="list-style-type: none"> <li>1. Birthing hospitals</li> <li>2. PCSA</li> <li>3. County Department of Job and Family Services</li> <li>4. Behavioral/Mental Health Services</li> <li>5. Local Health Department</li> <li>6. Family Children First Council</li> <li>7. Boards of Developmental Disabilities</li> <li>8. ADAMH Board</li> <li>9. Community Health Board</li> <li>10. County Commissioner Representative</li> <li>11. Federally Qualified Health Center</li> <li>12. Others Identified by Community (i.e. Representatives from Managed Care plans, youth services, municipality, head start, early intervention collaboration, etc.)</li> </ol>	4.1, 1, a.	4				
2	<p>Applicant has provided a sustainability plan that includes, but not limited to:</p> <ol style="list-style-type: none"> <li>1. What is the Community Network meeting schedule?</li> <li>2. Who will set the agenda?</li> <li>3. How will emergency situations be handled? Who should be the point of contact?</li> <li>4. What services will/do each partner provide?</li> <li>5. If your community does not have the service where is the service available?</li> <li>6. If a service is not in your community how will you ensure assistance with transportation?</li> <li>7. What is the collective impact of our cross-system collaboration?</li> </ol>	4.1, 1, b.	4				
3	<p>Applicant has explained how they will provide targeted support to plan, provide and pilot specific practices and services to inform future funding and regulation and to meet state and federal requirements (are outlined below) in the following areas:</p> <ol style="list-style-type: none"> <li>a. <i>CARA Plans of Safe Care</i>: how will the community of support network participate and ensure plans of safe care?</li> <li>b. <i>QRTP Level of Care Assessments</i>: how will the community ensure the CANS assessment is conducted for children placed in residential facilities within the federally required 30 days? For this grant we are requiring use of the CANS to evaluate how this model can work in different parts of the state by different partners.</li> <li>c. <i>QRTP After Care Planning</i>: Each child discharged from a residential/congregate setting must have a plan for the 6 months after discharge which includes</li> </ol>	4.1, 2., a.	4				

**APPENDIX A**

**Community of Support Application**

The following documents must be scanned as a single PDF and submitted as an email attachment. The documents must be submitted in the following order:

1. IRS 501(c)(3) tax status determination letter. If the applicant is a government entity, applicant must state that is the reason that the IRS letter is not included;
2. Standard Affirmation & Disclosure Form. Make sure all pages are submitted including the signature page
3. OAKS Vendor ID. If applicant does not yet have an OAKS Vendor ID, provide a copy of the completed "Supplier Information Form" OBM-5657 that has been submitted to Ohio Shared Services. All applicants must have an OAKS Vendor ID before the purchase order issued;
4. Shall include the following table with the application. Applicants shall provide responses to the questions in the table;

Organization Name	Warren County, Ohio
Billing Address (Please include +4 zip code)	406 Justice Drive Lebanon, Ohio 45036
Name and Title of Signature Authority	Tiffany Zindel, County Administrator
Email address	Tiffany.Zindel@co.warren.oh.us
Phone Number	513-695-1241
Fax Number	513-695-2054
Federal Tax ID Number	31-6000058
DUNS Number	784327608
Are you a former employee of ODJFS?	No
Are you a county agency?	Yes

5. Completed application below. Additional pages may be attached but the application cannot exceed 4 pages in total (not including items 1-3 and 5 in this section).
  - 1) Warren County is a government entity and is not a non profit 501(c)(3). A IRS 501(c)(3) tax status determination letter is not included.
  - 2) The standard Affirmation and Disclosure Form is attached.
  - 3) The OAKS vender ID number is 0000052991.

Grantee Representative NAME and TITLE: Tiffany Zindel, County Administrator

Address: 406 Justice Drive  
Lebanon, Ohio 45036

E-Mail Address: Phone #: 513-695-1241

Fax #: 513-695-2054

**8. Mandatory Grantee Certifications:**

ODJFS may not enter into agreements with/make purchases from any organizations that have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Organizations responding to any ODJFS RFGA opportunity MUST certify that they are NOT INELIGIBLE by signing each of the three statements below. **Failure to provide proper affirming signature on any of these statements will result in the disqualification of your application.**

I Tiffany Zindel (signature of representative shown in Item # 7, above) hereby certify and affirm that Warren County Children Services(PCSA) (name of the vendor shown in Item # 3, above), has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes. AND

I Tiffany Zindel (signature of representative shown in Item #7, above) hereby certify and affirm that Warren County Children Services(PCSA) (name of the vendor shown in Item # 3, above), is not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court

finding against them. AND I Tiffany Zindel (signature of representative shown in Item #7, above) hereby certify and affirm that Warren County Children Services(PCSA) (name of the vendor shown in Item # 3, above), either is not subject to a finding for recovery under ORC Section 9.24, or has taken appropriate remedial steps required under that statute, or otherwise qualifies under that section to enter into contracts with the State of Ohio.

**9.a. Grantee Ethics Certification:**

As a grantee receiving grants from the State of Ohio, I certify on behalf of

Warren County, Ohio (name of vendor or grantee):

(1) I have reviewed and understand Ohio ethics and conflict of interests' laws, as found in Chapter 102, and Sections 2921.42 and 2921.43 of the Ohio Revised Code.

(2) I acknowledge that failure to comply with this certification is, by itself, grounds for termination of this contract or grant with the State of Ohio.

Tiffany Zindel  
Signature of authorized agent

2-16-21  
Date

9.b. I have read the ODJFS Model Grant attached to the RFGA, and if awarded a grant, I will not  (or) I

will  request changes to the standard language and have marked the requested changes and returned the model document with this proposal for consideration by ODJFS. (If so, ODJFS will review those

C. Identify all state grants which the grantee has since the beginning of the last fiscal year through this fiscal year to date. Also include grants approved for ODJFS or institutions of higher education

Total number of grants: 18

For each state grant, list the state agency and provide the following information:

1. State Agency / Educational Institution: Ohio Department of Public Safety (4/9/19)  
Grant Dollar Amount: \$75,000
2. State Agency / Educational Institution: Ohio Department of Public Safety (4/23/19)  
Grant Dollar Amount: \$28,934.08
3. State Agency / Educational Institution: Ohio Department of Rehabilitation & Correction (6/11/19)  
Grant Dollar Amount: \$240,896
4. State Agency / Educational Institution: Ohio Department of Rehabilitation & Correction (6/27/19)  
Grant Dollar Amount: \$671,328
5. State Agency / Educational Institution: Ohio Department of Rehabilitation & Correction (6/27/19)  
Grant Dollar Amount: \$102,624
6. State Agency / Educational Institution: Ohio Department of Public Safety (7/9/19)  
Grant Dollar Amount: \$125,151.84
7. State Agency / Educational Institution: Ohio Department of Rehabilitation & Correction (8/13/19)  
Grant Dollar Amount: \$509,744
8. State Agency / Educational Institution: Ohio Emergency Management Agency (11/5/19)  
Grant Dollar Amount: \$110,227.00
9. State Agency / Educational Institution: Ohio Department of Transportation (12/17/19)  
Grant Dollar Amount: \$19,200
10. State Agency / Educational Institution: Ohio Department of Public Safety (3/24/20)  
Grant Dollar Amount: \$60,000
11. State Agency / Educational Institution: Supreme Court of Ohio (4/7/20)  
Grant Dollar Amount: \$51,329.91
12. State Agency / Educational Institution: Ohio Department of Commerce (5/19/20)  
Grant Dollar Amount: \$83,520.56
13. State Agency / Educational Institution: Ohio Department of Public Safety (5/19/20)  
Grant Dollar Amount: \$50,030.71

# Resolution

Number 21-0223

Adopted Date February 16, 2021

APPROVE AGREEMENT AND ADDENDUM WITH REFLECTIONS GROUP HOME LLC AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Reflections Group Home LLC, on behalf of Warren County Children Services, for calendar year 2020-2021, for the services of a child placement and related services provider and authorize County Administrator to sign documents relative thereto. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

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



## Ohio Department of Job and Family Services

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

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

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

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

and Reflections Group Home LLC, hereinafter "Provider," whose address is:

Reflections Group Home LLC  
5056 Galileo Ave  
Trotwood, OH 45036

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 **01/01/2021** 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.



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



D. Verification of Job or Volunteer Application:

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

**Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT**

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

**Article XXIV. 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**

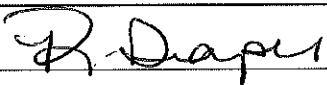
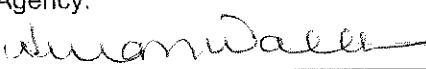
This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or 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: 	
Printed Name <b>Reflections Group Home LLC</b>	Date <b>1/27/2021</b>
Agency: 	
Printed Name <b>Warren County Children Services</b>	Date <b>2/5/2021</b>

**APPROVED AS TO FORM**  
  
**Kathryn M. Horvath**  
**Asst. Prosecuting Attorney**

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

**ADDENDA TO AGREEMENT**

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

This Agreement is between

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

hereinafter "Provider," whose address is:

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

and

<b>Provider</b> Reflections Group Home LLC		
<b>Street/Mailing Address</b> 5056 Galileo Ave		
<b>City</b> Trotwood	<b>State</b> OH	<b>Zip Code</b> 45426

Contract ID : 19235612

Originally Dated :01/01/2021 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:

01/01/2021

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: 01/21/2021

Provider / ID: Reflections Group Home LLC/ 27982920

Contract Period: 01/01/2021 - 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
Group Home	7640963			\$190.00	\$10.00							\$200.00	01/01/2021	05/31/2022

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

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

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

**AMENDMENT #1:**

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

**AMENDMENT #2:**

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

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

**AMENDMENT #3:**

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

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

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

**AMENDMENT #4:**

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

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

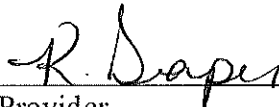
**ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT**

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number \_\_\_\_\_, dated \_\_\_\_\_, and by the duly authorized Keistin Draper of Reflections Group Home LLC [Provider].

**SIGNATURES OF PARTIES:**

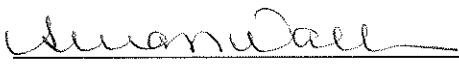
  
President County Administrator  
Warren County Board of Commissioners

Date 2-16-21


  
Provider

Date 01/27/2021

Reviewed by:

  
Director  
Warren County Children's Services

Approved as to Form:

  
Kathryn M. Horvath  
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Montgomery

I, Keistin Draper, holding the title and position of Administrator at the firm Reflections Group Home, 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.

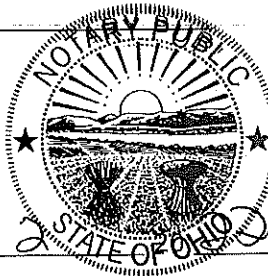
[Signature]  
AFFIANT

Subscribed and sworn to before me this 28 day of

January 2021  
Jannecia L. Watson  
(Notary Public),

Montgomery County.

My commission expires March 2



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



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/07/2020

**PRODUCER**

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

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

**INSURED**

 KRISTIN DRAPER DBA  
 REFLECTIONS GROUP HOME LLC  
 1921 KIPLING DR  
 DAYTON, OH 45406

**INSURERS AFFORDING COVERAGE**
**NAIC #**

 INSURER A: KINSALE INSURANCE CO  
 INSURER B: GREENHILL INSURANCE CO  
 INSURER C: PROGRESSIVE COMMERCIAL AUTO  
 INSURER D: CNA SURETY CO  
 INSURER E: BEAZLEY INSURANCE CO

**COVERAGES**

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	ER1902527	10/29/20	10/29/21	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
					MED EXP (Any one person) \$ N/A
					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 3,000,000
					PRODUCTS - COMP/OP AGG \$ N/A
					DEDUCTIBLE 1000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	02855327-0	11/2/20	11/2/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$ INCL
					BODILY INJURY (Per accident) \$ INCL
					PROPERTY DAMAGE (Per accident) \$ INCL
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	ER1902527	10/29/20	10/29/21	EACH OCCURRENCE \$ 2,000,000
					AGGREGATE \$ 4,000,000
					\$
					\$
	DEDUCTIBLE RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	OTHER PROFESSIONAL LIAB	984570932	10/29/20	10/29/21	\$1MIL/\$3MIL

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

GROUP HOME: HOLD HARMLESS INCLUDED IN ABOVE COVERAGE. EMPL LIAB INCL ABOVE. SEX ABUSE \$1MIL/\$3MIL. D. CNA SURETY FIDELITY BOND #72344658 12/1/20-12/1/21 E.BEAZLEY-ER151483 12/2/20-12/2/21 \$1MIL/\$1MIL INCL INFORMATION/SECURITY &amp; PRIVACY, REG ACTION, WEBSITE-MEDIA CONTENT, PRIVACY BREACH. ADD'L INSURED: BOARD OF MONT CO COMMISSIONERS/ELECTED OFFICIALS, DEPT

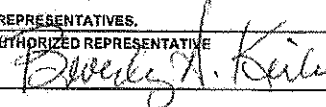
**CERTIFICATE HOLDER**

 ADD'L INSURED & CERTIFICATE HOLDER:  
 MCDJFS CONTACTING UNIT  
 3304 N MAIN ST  
 DAYTON, OH 45405

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



## **IMPORTANT**

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

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

## **DISCLAIMER**

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



Department of  
Job and Family Services

Mike DeWine, Governor  
Kimberly Hall, Director

September 17, 2020

**REVISED**

Kia Washington, President  
Reflections Group Home LLC  
223 Stillwood Drive  
Newnan, Georgia 30265

**RE: Issuance of a Full Certificate to Perform Specific Functions to: Reflections Group Home LLC, 5056 Galileo Avenue, Trotwood, Ohio 45426 (Initial Certification - Study ID# 0000001002)**

Dear Mrs. Washington,

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing a full certificate to the above-named agency to perform the functions identified below, in accordance with all applicable chapters of the Ohio Administrative Code (OAC). Enclosed is a copy of the certificate that is in effect from **September 17, 2020 through September 16, 2022**.

The following functions are hereby under full certification:

- To operate a Group Home(s).

**Type: Group Home**

Reflections Group Home LLC  
5056 Galileo Avenue  
Dayton, Ohio 45426

**Capacity:** 4

**Gender:** Female

**Age Range:** 12 years 0 months to 17 years 11 months of age

If you have any questions, please contact Scott Gall, Agency Licensing/Certification Specialist at the Dayton Field Office, 6680 Poe Avenue, Suite 350, Vandalia, Ohio 45377 at (937) 264-5756 or email [scott.gall@jfs.ohio.gov](mailto:scott.gall@jfs.ohio.gov).

Sincerely,

*Kara B. Wentz/CTT*

Kara B. Wentz, Assistant Director  
Health and Human Services  
Ohio Department and Job and Family Services

cc: Kristin Draper, Administrator  
Colleen Tucker, OFC  
Gina Velotta, OFC  
Scott Gall, OFC  
File

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

**Mike DeWine  
Governor**

**This is to Certify that**

**Reflections Group Home LLC  
5056 Galileo Avenue  
Trotwood, Ohio 45426  
Initial Certification (S# 0000001002)**

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

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

**To operate a Group Home(s)**

This certificate is effective from September 17, 2020 to September 16, 2022



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

# Resolution

Number 21-0224

Adopted Date February 16, 2021

**ADVERTISE FOR BIDS FOR WARREN COUNTY JAIL & SHERIFF'S OFFICE RFID  
INMATE TRACKING SYSTEM PROJECT**

BE IT RESOLVED, to advertise for bids for the Warren County Jail & Sheriff's Office RFID Inmate Tracking System Project; and


BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Website, beginning the week of February 28, 2021; bid opening to be March 16, 2021 at 10:00 a.m.

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

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

Resolution adopted this 16<sup>th</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

KH

cc: Facilities Management (file)  
OMB Bid file

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

# Resolution

Number 21-0225

Adopted Date February 16, 2021

## ADVERTISE FOR BIDS FOR THE 2021 RESURFACING PROJECT

BE IT RESOLVED, to advertise for bids for the 2021 Resurfacing Project for the County Engineer;  
and


BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of March 7, 2021; bid opening to be March 23, 2021 @ 9:15 a.m.

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

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

Resolution adopted this 16<sup>th</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

KH\

cc: Engineer (file)  
OMB Bid file

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

# Resolution

Number 21-0226

Adopted Date February 16, 2021

AWARD THE BID FOR PRECAST REINFORCED BOX CULVERTS FOR BRIDGE REPLACEMENT PROJECTS FOR THE WARREN COUNTY ENGINEER'S OFFICE

WHEREAS, bids were closed at 9:45 a.m., February 9, 2021 and the bids received were opened and read aloud for Precast Reinforced Box Culverts for Bridge Replacement Projects for the Warren County Engineer's Office and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Dominic Brigano, Assistant Bridge Engineer, Encore Precast, LLC has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Dominic Brigano, that the bid be awarded to Encore Precast, LLC, 416 W. Ritter Street, Seven Mile, Ohio, for a total bid price of \$82,092.

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

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

Resolution adopted this 16<sup>th</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KHA

cc: Engineer (file)  
OMB Bid file



# Resolution

Number 21-0227

Adopted Date February 16, 2021

APPROVE AND ENTER INTO AMENDMENT NO. 6 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THIS BOARD AND THE WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, DESIGNATING ADDITIONAL PROJECTS AND A CHANGE IN FUNDING AMOUNTS FOR PROJECTS AND AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

**WHEREAS**, the Warren County Board of Commissioners has created the Warren County Transportation Improvement District (the "WCTID") in an effort to further enhance and promote transportation improvements and capital improvements within Warren County (the "County") and the region, and to participate in a cooperative county-wide coalition to take advantage of the opportunities and benefits made available only through a TID to plan, construct and improve highways, roads, bridges, interchanges and accompanying capital improvements and development throughout the County and its surrounding counties, such as Hamilton County specifically regarding the I-71/Fields Ertel area improvements; and

**WHEREAS**, the WCTID is authorized by ORC Chapter 5540 (1) to finance, construct, maintain, repair and operate street, highway, and other transportation projects; and (2) to construct, reconstruct, improve, alter, and repair roads, highways, public places, buildings, and other infrastructure, and to implement and effect a regional approach to transportation improvements; and

**WHEREAS**, the transportation projects undertaken by the WCTID pursuant to ORC Chapter 5540 are essential and will contribute to the improvement of the prosperity, health, safety, and welfare of the people of the County, and local political subdivisions within the County, including, but not limited to, the Cities of Mason and Springboro (the "Cities") and Deerfield Township (the "Township"), and of the State and are essential governmental functions; and the exercise by the WCTID of the authority granted by ORC Chapter 5540 is necessary for the prosperity, health, safety, and welfare of the County and the State and their people and is consistent with and will promote industry, commerce, distribution, and research activity in the County and the State; and

**WHEREAS**, the County and the WCTID, to further develop, facilitate, enhance, fund and promote transportation improvements within the County, the Cities and the Township and the region, through intergovernmental cooperation and coordination by the WCTID and to advance the WCTID Program of Projects, entered into an intergovernmental agreement, referred to as "Intergovernmental Agreement 2011-01", per Resolution No. 11-1228, and as further amended February 2, 2016, per the COUNTY'S Resolution No. 16-0138 (hereinafter referred to as "Amendment No. 1"), and further amended per COUNTY'S Resolution No. 16-1689 (hereinafter referred to as "Amendment No. 2"), and further amended per COUNTY'S Resolution No. 17-1176 (hereinafter referred to as "Amendment No. 3"), and further amended per COUNTY'S Resolution 17-1499 (hereinafter referred to as "Amendment No. 4), and further amended per COUNTY'S Resolution 19-1682 (hereinafter referred to as "Amendment No. 5) ; and

**WHEREAS**, the County and the WCTID, in furtherance of these goals, intend, pursuant to Section 1.02 (a) of the Agreement, to confirm, approve and ratify the updated and amended Exhibit A *Warren County TID Program List – January 2021* showing new projects named “I-71 and SR 48 Interchange; I-71 and SR 123 Interchange; SR 63 Widening – Union Road to SR 741 – WAR SR 63 0.83 (PID 105399); SR 48 Widening – Willow Pond Boulevard to Ridgeview Lane; SR 48 Widening – Ridgeview Ln to I-71 Interchange (incl. Little Miami River Bridge); SR 741 and Greentree Road Intersection Improvements; US 22/SR 3 Widening – Little Miami River to Willow Pond Boulevard; US 22/SR 3 Widening – Willow Pond Boulevard to West Road; Mason-Morrow-Millgrove Road Realignment – WAR CR38 (PID 113722); Columbia Road Widening from Fields-Ertel to Montgomery Road; Columbia Road and Davis Road Intersection Improvements; Columbia Road at Mason-Morrow-Millgrove Road Roundabout; King Avenue and King Court Roundabout; Fields-Ertel Road Widening – Snider Road to Wilkens Boulevard; Union Road and Manchester Road Intersection Improvements; Wm Good Boulevard Extension/Scholl Road Improvements”, and Exhibit B “*Warren County TID Pledged Revenue Summary – January 2021*”, attached hereto and referred to as “Exhibit A” and “Exhibit B” to the agreement; and

**NOW THEREFORE, BE IT RESOLVED**, that the Board of County Commissioners does hereby agree, approve, ratify and further authorize the County Administrator to execute Amendment No. 6 to the Intergovernmental Agreement between this Board and the Warren County TID, a copy of which is attached hereto and made part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Warren County Transportation Improvement District  
Engineer (file)

**AMENDMENT NO. 6**

**TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN WARREN COUNTY, OHIO AND THE WARREN COUNTY TID RELATING TO UPDATING THE TID PROGRAM LIST AND PLEDGED REVENUE SUMMARY AS OF DECEMBER, 2020**

**THIS AMENDMENT No. 6** (hereinafter “Amendment No. 6”) to the Intergovernmental Agreement (hereinafter the “initial IGA”) is entered by and between the BOARD OF COMMISSIONERS OF WARREN COUNTY, OHIO, a county organized and acting under the laws of the State of Ohio (hereinafter the “COUNTY”), acting on behalf of WARREN COUNTY, OHIO, and the BOARD OF TRUSTEES OF THE WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT (hereinafter the “WCTID”) organized and operating under Chapter 5540 of the Ohio Rev. Code, acting on behalf of the WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, and shall be effective immediately upon execution by all the Parties.

**WITNESSETH:**

**WHEREAS**, the COUNTY created the WCTID in an effort to further enhance and promote transportation improvements and capital improvements within Warren County, Ohio and the region, and to participate in a cooperative county-wide coalition to take advantage of the opportunities and benefits made available only through a TID to plan, construct and improve highways, roads, bridges, interchanges and accompanying capital improvements and development throughout Warren County and its surrounding counties, such as Hamilton County specifically regarding the I-71/Fields-Ertel area improvements; and,

**WHEREAS**, the WCTID is authorized by ORC Chapter 5540 (1) to finance, construct, maintain, repair and operate street, highway, and other transportation projects; and (2) to construct, reconstruct, improve, alter, and repair roads, highways, public places, buildings, and other infrastructure, and to implement and effect a regional approach to transportation improvements; and,

**WHEREAS**, the transportation projects undertaken by the WCTID pursuant to ORC Chapter 5540 are essential and will contribute to the improvement of the prosperity, health, safety, and welfare of the people of Warren County, and local political subdivisions within Warren County, including, but not limited to, the Cities of Mason and Springboro (the “Cities”) and Deerfield Township (the “Township”), and of the State and are essential governmental functions; and the exercise by the WCTID of the authority granted by ORC Chapter 5540 is necessary for the prosperity, health, safety, and welfare of Warren County and the State and their people and is consistent with and will promote industry, commerce, distribution, and research activity within Warren County and the State; and,

**WHEREAS**, the COUNTY and the WCTID, to further develop, facilitate, enhance, fund and promote transportation improvements within Warren County, the Cities and the Township, and the region, through intergovernmental cooperation and coordination by the WCTID, and to advance the WCTID Program of Projects, entered into the initial IGA referred to as

“Intergovernmental Agreement 2011-01,” per the COUNTY’s Resolution No. 11-1228 dated August 30, 2011, and as further amended:

June 25, 2013, per the COUNTY’s Resolution No. 13-0950 (“Amendment”);  
December 9, 2014, per the COUNTY’s Resolution No. 14-1938 (“Amendment”);  
May 5, 2015, per the COUNTY’s Resolution No. 15-0638 (“Amendment”);  
September 8, 2015, per the COUNTY’s Resolution No. 15-1399 (“Amendment”);  
February 2, 2016, per the COUNTY’s Resolution No. 16-0138 (“Amendment”);  
November 22, 2016, per the COUNTY’s Resolution No. 16-1819 (“Amendment No. 2”);  
August 1, 2017, per the COUNTY’s Resolution No. 17-1176 (“Amendment No. 3”);  
September 26, 2017, per the COUNTY’s Resolution No. 17-1499 (“Amendment No. 4”);  
December 26, 2019, per the COUNTY’s Resolution No. 19-1682 (“Amendment No. 5”);  
and,

**WHEREAS**, the County and the WCTID, in furtherance of these goals, intend, pursuant to Section 1.02 (a) of the Agreement, to approve, confirm, and ratify exhibits “A” and “B” of the Agreement with the attached updated and amended Exhibit A *Warren County TID Program List – January 2021*, and the attached Exhibit B *“Warren County TID Pledged Revenue Summary – January 2021*; and,

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants set forth herein, the COUNTY and WCTID, hereby agree that Exhibits A and B of the IGA and Amendment No. 5, are hereby replaced and amended, as follows:

1. On behalf of the Warren County Engineer, the COUNTY does hereby confirm, approve and ratify the updated and amended Exhibit A *Warren County TID Program List – December 2020*, and Exhibit B *“Warren County TID Pledged Revenue Summary – December 2020”*; attached hereto and referred herein as “Exhibit A” and “Exhibit B” to the Agreement.

2. All other terms, provisions and obligations of the initial IGA, shall remain the same and in full force and effect, except as provided for herein. In the event any conflict or dispute arises between the initial IGA, Amendment Numbers 1, 2, 3, 4, 5 and this Amendment No. 6, such conflict or dispute shall be resolved in accordance with the terms and obligations set forth in this Addendum No. 6, no exceptions.

**WCTID:**

**IN EXECUTION WHEREOF**, the WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, has caused this AMENDMENT No. 6 to be executed by Neil F. Tunison, Secretary-Treasurer, on the date stated below, pursuant to Resolution No. 2021-01, adopted by majority vote of the Board of Trustees on January 29, 2021, copies of which are attached hereto.

**WARREN COUNTY TRANSPORTATION  
IMPROVEMENT DISTRICT**

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to form by  
Legal Counsel on behalf of  
WARREN COUNTY TRANSPORTATION  
IMPROVEMENT DISTRICT:

\_\_\_\_\_  
By: Rusty Schuermann, Esq.

DATE: \_\_\_\_\_

COUNTY:

IN EXECUTION WHEREOF, the BOARD OF COUNTY COMMISSIONERS of Warren County, Ohio has caused this AMENDMENT No. 6 to be executed by Tiffany Zindel, its <sup>County Administrator</sup> ~~President or Vice-President~~, on the date stated below, pursuant to Resolution No. 21-0227, dated February 16<sup>th</sup>, 2021, a copy of which is attached hereto.

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

SIGNATURE: Tiffany Zindel

PRINTED NAME: Tiffany Zindel

TITLE: County Administrator

DATE: 2-16-21

RECOMMENDED BY:

NEIL F. TUNISON,  
COUNTY ENGINEER  
WARREN COUNTY, OHIO

Neil F. Tunison

By: Neil F. Tunison, County Engineer

DATE: 2/16/2021

APPROVED AS TO FORM  
ON BEHALF OF:  
BOARD OF COMMISSIONERS  
OF WARREN COUNTY, OHIO:

DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

Bruce A. McGary

By: Bruce A. McGary, Asst. Prosecutor

DATE: 2/16/2021

**EXHIBIT A**

**WARREN COUNTY TID PROGRAM LIST – January 2021**

<u>I-71 Corridor</u>		
I-71 and Fields-Ertel Mason-Montgomery Interchange – New SB entrance Ramp	Warren	Ongoing
I-71 and SR 48 Interchange Improvements	Warren	New
<u>SR 63 Corridor</u>		
SR 63 and Gateway Blvd/Union Road Intersections	Monroe	On-Hold
SR 63 Widening - Union Road to SR 741 – WAR SR 63 0.83 (PID 105399)	Warren	New
<u>SR 48 Corridor</u>		
SR 48 Widening - Willow Pond Blvd to Ridgeview Ln – WAR SR48 7.01 (PID 112909)	Warren	New
SR 48 Widening – Ridgeview Ln to I-71 Interchange (incl. Little Miami River Bridge)	Warren	New
<u>SR 741 Corridor</u>		
SR 741 and Greentree Road Intersection Improvements	Warren	New
<u>US 22/SR 3 Corridor</u>		
US 22/SR 3 Widening – Little Miami River to Willow Pond Boulevard	Warren	New
US 22/SR 3 Widening – Willow Pond Boulevard to West Road	Warren	New
<u>Socialville-Fosters Road (CR 32) Corridor</u>		
Ph 2 – Mason Corp Limit to Innovation Way	Warren	On-Hold
Socialville-Fosters Road and Western Row Road - Safety Project	Warren	Ongoing
<u>Wilkins Boulevard (CR610) Corridor</u>		
Wilkins Boulevard Widening – Bardes Road to Socialville-Fosters Road	Warren	On-Hold
Wilkins Boulevard Extension	Warren	On-Hold
Wilkins Blvd/Bardes Road/Escort Drive Realignment	Warren	Ongoing
<u>Columbia Road (CR 15) Corridor</u>		
Columbia Road Widening from Fields-Ertel to Montgomery Road	Warren	New
Columbia Road and Davis Road Intersection Improvement	Warren	New
Columbia Road at Mason-Morrow-Millgrove Road Roundabout	Warren	New
<u>King Avenue Corridor</u>		
King Avenue and King Court Roundabout	Warren	New
<u>Fields-Ertel Corridor</u>		
Fields-Ertel Road Widening – Snider Road to Wilkins Boulevard	Warren	New
<u>Union Road Corridor</u>		
Union Road and Manchester Road Intersection Improvements	Warren	New
<u>William Good Boulevard</u>		
Wm Good Boulevard Extension/Scholl Road Improvements	Franklin	New

Warren County Transportation  
Improvement District

Warren County  
Board of County Commissioners

\_\_\_\_\_  
Neil F. Tunison  
Secretary-Treasurer

\_\_\_\_\_  
David G. Young, President

\_\_\_\_\_  
Thomas Grossmann, Vice-President

# **EXHIBIT B**

## **WARREN COUNTY TID PLEGED REVENUE SUMMARY - January 2021**

<b>COUNTY PLEDGED AMOUNT</b>	
<b>County Fund 484 (P&amp;G TIF Fund)</b>	
<b>Year</b>	<b>Yearly Revenue Available for TID Projects</b>
2011, 2013-2019	\$28,156,198
2020	\$3,322,361
2021	\$3,500,000
2022	\$3,500,000
<b>Total</b>	<b>\$38,029,368</b>
<b>County Fund 451 and 4451 (Warren County General Funds)</b>	
2011	\$1,000,000
2015	\$287,865
2020	\$7,000,000
<b>2021</b>	<b>\$10,000,000</b>
<b>Racino TIF Fund</b>	
2013	\$ 750,000*
2016	\$ 3,100,000*
2017	\$ 150,000*
<b>County Engineer Fund 202</b>	
2016	\$ 925,231
2017	\$ 600,000
2019	\$ 150,000

*\*Any portion of the County Pledged Amount fom County Fund 485-3120-335 (Racino TIF Fund) shall be allocated only to those TID Projects and purposes that are eligible for the use of Racino Tax Increment Financing Revenues established by Resolution Numbers 12-1391 and 12-1604 and related actions and agreements on file with the County.*

**THE WARREN COUNTY  
TRANSPORTATION  
IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Neil F. Tunison, Secretary-Treasurer

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

By: \_\_\_\_\_  
David G. Young, Commissioner

By: \_\_\_\_\_  
Thomas Grossmann, Commissioner

By: \_\_\_\_\_  
Shannon Jones, Commissioner



# Resolution

Number 21-0228

Adopted Date February 16, 2021

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH AARON M. AND ELIZABETH DANIELS FOR THE BRIDGE REPLACEMENT PROJECT ON ARMSTRONG ROAD AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, in order to improve the safety of Armstrong Road a bridge replacement project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #17-01-400-029 located at 10915 Armstrong Road Pleasant Plain, OH 45162 which is owned by Aaron M. & Elizabeth Daniels, husband and wife, grantors; and

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

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Realign any existing ditch or flow line to allow proper flow through new bridge.
4. Construct new bridge with wing walls.
5. Complete final grading of embankment and stream outside of the existing right of way.
6. Seed and straw any disturbed area upon completion of the project.

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

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Aaron M. & Elizabeth Daniels, for the Armstrong Road bridge replacement project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof and authorize County Administrator to sign documents relative thereto.

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

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

Resolution adopted this 16<sup>th</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Daniels, Aaron M. & Elizabeth  
Engineer (file)

# TEMPORARY ENTRANCE AND WORK AGREEMENT

## ARTICLES OF AGREEMENT

This Agreement is entered into on the date stated below by Aaron M. Daniels and Elizabeth Daniels, husband and wife, whose tax mailing address is 10915 Armstrong Road Pleasant Plain, Ohio 45162 (the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

### Witnesseth:

In order to improve the public safety and better serve the needs of the traveling public a bridge replacement project on Armstrong Road over a Branch of O'Bannon Creek is to be completed. In order to perform the work it is necessary to enter onto property, which is owned by Grantor. The subject real estate is located at 10915 Armstrong Road, Pleasant Plain, Ohio 45162, identified as Parcel #17-01-400-029. Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Re-align any existing ditch or flow line to allow proper flow through new bridge.
4. Construct new bridge with wing walls.
5. Complete final grading of embankment and stream outside of the existing right-of-way.
6. Seed and straw any disturbed area upon completion of the project.

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

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

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Armstrong Road Bridge #176-0.13 Replacement Project or until December 31, 2021, whichever comes first.

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**IN EXECUTION WHEREOF**, Aaron M. Daniels and Elizabeth Daniels, husband and wife, the Grantors herein, have hereunto set their hands on the date stated below.

**Grantors:**

Signature: *Aaron M. Daniels*

Printed Name: Aaron M. Daniels

Date: 2-5-2021

Signature: *Elizabeth Daniels*

Printed Name: Elizabeth Daniels

Date: 2/5/2021

STATE OF OHIO, COUNTY OF WARREN, ss.

**BE IT REMEMBERED**, that on this 5<sup>th</sup> day of FEBRUARY, 2021, before me, the subscriber, a Notary Public in and for said state, personally came individuals known or proven to me to be Aaron M. Daniels and Elizabeth Daniels, being the Grantors in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



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

Notary Public: *Dominic M. Brigano*  
My commission expires: 02/06/2022

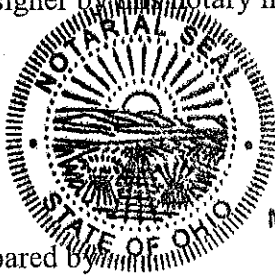
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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tiffany Zindel, whose title is ~~President or Vice-President~~ <sup>County Administrator</sup>, on the date stated below, pursuant to Resolution Number 21-0729, dated 2/16/21.

Grantee:  
Signature: Tiffany Zindel  
Printed Name: Tiffany Zindel  
Title: County Administrator  
Date: 2-16-21

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 16th day of February, 2021 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tiffany Zindel, ~~President or Vice-President~~ <sup>County Administrator</sup> of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



KIANA HAWK  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 7/9/2023

Kiana Hawk  
Notary Public  
My commission expires: 7/9/23

Prepared by

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: Bruce A. McGary  
Bruce A. McGary, Assistant Prosecutor  
500 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1399  
Fx. (513) 695-2962  
Email: [bruce.mcgary@warrencountyprosecutor.com](mailto:bruce.mcgary@warrencountyprosecutor.com)



Warren County GIS

Date: 1/7/2021

<b>Cadastral Lines</b>	Corporate Line	Parcel Line	Hardware
Other values	County Line	HOW Unknown Width Line	Subdivision Lot Line
<b>Line Type</b>	Farm Lot Line	Road ROW	Township and Range Line
Aud for Tract Line	Crossing Line	School Line	Tract Line
Civil Township Line	Subdivision Limit Line	Section Line	VMS Line
			Vacated Road Line

1 inch = 40 feet

Additional Info NTS

176-0.13 Exhibit A

The provider makes no warranty or representation with respect to this information, its quality or suitability for a particular purpose. This information is provided AS IS, and the requester assumes the entire risk as to its quality and suitability. The provider will not be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the information. The provider shall have no liability for any other information, Programs or data used with or combined with the requested information, including the cost of recovering information, programs or data.

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

# Resolution

Number 21-0229

Adopted Date February 16, 2021

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH JOSEPH EDWARD AND PAMELA SUE CORNELY FOR THE BRIDGE REPLACEMENT PROJECT ON MORROW ROSSBURG ROAD AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, in order to improve the safety of Morrow-Rossburg Road a bridge replacement project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #17-04-300-017 located at 8383 Morrow Rossburg Road, Morrow, OH 45152 which is owned by Joseph Edward and Pamela Sue Cornely, grantors; and

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

1. Remove any trees, trim tree limbs, and/or brush as necessary for construction of the bridge.
2. Install precast concrete box culvert with wing walls.
3. Place rock channel protections.
4. Grade the channel for proper stream flow.
5. When weather permits, seed and straw any disturbed area.

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

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Joseph Edward and Pamela Sue Cornely, for the Morrow Rossburg Road bridge replacement project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof and authorize County Administrator to sign documents relative thereto.

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

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

Resolution adopted this 16<sup>th</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Cornely, Joseph Edward and Pamela Sue  
Engineer (file)

## TEMPORARY ENTRANCE AND WORK AGREEMENT

### ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Joseph Edward Cornely and Pamela Sue Cornely, whose tax mailing address is 8383 Morrow-Rossburg Road, Morrow, Ohio 45152 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

#### Witnesseth:

In order to improve the public safety and better serve the needs of the traveling public a bridge replacement project on Morrow-Rossburg Road over Little Run is to be constructed. In order to replace the bridge it is necessary to enter onto property owned by the Grantors. The subject real estate is located at 8383 Morrow-Rossburg Road in Morrow Ohio, 45152 identified as Parcel #17-04-300-017. Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove trees, trim tree limbs, and/or brush as necessary for construction of the bridge.
2. Install precast concrete box culvert with wing walls.
3. Place rock channel protection.
4. Grade the channel for proper stream flow.
5. When weather permits, seed and straw any disturbed area.

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

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

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Morrow-Rossburg Road Bridge #27-4.29 Replacement Project or until December 31, 2021, whichever comes first.

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FEB 11 2021 RCVE

RECEIVED OMB00000

**IN EXECUTION WHEREOF**, Joseph Edward Cornely and Pamela Sue Cornely, the Grantors herein, have hereunto set their hands on the date stated below.

**Grantors:**

Signature: *Joseph Edward Cornely*

Printed Name: Joseph Edward Cornely

Date: 2/06/2021

Signature: *Pamela Sue Cornely*

Printed Name: Pamela Sue Cornely

Date: 2/06/2021

STATE OF OHIO, COUNTY OF WARREN, ss.

**BE IT REMEMBERED**, that on this 6<sup>TH</sup> day of FEBRUARY, 2021, before me, the subscriber, a Notary Public in and for said state, personally came individuals known or proven to me to be Joseph Edward Cornely and Pamela Sue Cornely, being the Grantor in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



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

Notary Public: *Dominic M. Brigano*  
My commission expires: 02/06/2022

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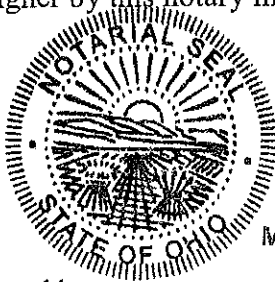


IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tiffany Zindel, whose title is County Administrator, on the date stated below, pursuant to Resolution Number 21-0229, dated 2/16/21.

Grantee:  
Signature: Tiffany Zindel  
Printed Name: Tiffany Zindel  
Title: County Administrator  
Date: 2-16-21

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 16<sup>th</sup> day of February, 2021 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tiffany Zindel, County Administrator, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



KIANA HAWK  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 7/9/2023

Notary Public: Kiana Hawk  
My commission expires: 7/9/23

Prepared by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: Bruce A. McGary

Bruce A. McGary, Assistant Prosecutor  
520 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1399  
Fx. (513) 695-2962  
Email: [bruce.mcgary@warrencountyprosecutor.com](mailto:bruce.mcgary@warrencountyprosecutor.com)



Warren County GIS

Date: 1/7/2021

<b>Cadastral Lines</b>	Corporate Line	Parcel Line	Hardware
Other values	County Line	ROW Unknown Width Line	Subdivision Lot Line
<b>Line Type</b>	Farm lot Line	Road ROW	Township and Range Line
Auditor Tract Line	Crosspass Line	School Line	Tract Line
Civil Township Line	Subdivision Limit Line	Section Line	VMS Line
			Vegeted Road Line

1 inch = 40 feet

**Additional Info NTS**

27-4.29 **Exhibit A**

The provider makes no warranty or representation with respect to this information, its quality or suitability for a particular purpose. This information is provided AS IS, and the requester assumes the entire risk as to its quality and suitability. The provider will not be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the information. The provider shall have no liability for any other information, Programs or data used with or combined with the requested information, including the cost of recovering information, programs or data.

# Resolution

Number 21-0230

Adopted Date February 16, 2021

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH FRIEDA JEAN MCVEY DETERMAN AND TEDD C. DETERMAN FOR THE BRIDGE REPLACEMENT PROJECT ON MORROW ROSSBURG ROAD AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, in order to improve the safety of Morrow-Rossburg Road a bridge replacement project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #17-03-100-026 located at 8309 Morrow Rossburg Road, Morrow, OH 45152 which is owned by Frieda Jean McVey Determan and Tedd C. Determan, grantors; and

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

1. Remove any trees, trim tree limbs, and/or brush as necessary for construction of the bridge.
2. Install precast concrete box culvert with wing walls.
3. Place rock channel protections.
4. Grade the channel for proper stream flow.
5. When weather permits, seed and straw any disturbed area.

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

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Frieda Jean McVey Determan and Tedd C. Determan, for the Morrow Rossburg Road bridge replacement project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof and authorize County Administrator to sign documents relative thereto.

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

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

Resolution adopted this 16<sup>th</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Determan, Frieda Jean McVey & Tedd C.  
Engineer (file)

## TEMPORARY ENTRANCE AND WORK AGREEMENT

### ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Frieda Jean McVey Determan and Tedd C. Determan, married, whose tax mailing address is 1513 Aberdeen Court, Naperville, IL 60564 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

#### Witnesseth:

In order to improve the public safety and better serve the needs of the traveling public a bridge replacement project on Morrow-Rossburg Road over Little Run is to be constructed. In order to replace the bridge it is necessary to enter onto property owned by the Grantors. The subject real estate is located at 8309 Morrow-Rossburg Road in Morrow Ohio, 45152 identified as Parcel #17-03-100-026. Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove trees, trim tree limbs, and/or brush as necessary for construction of the bridge.
2. Install precast concrete box culvert with wing walls.
3. Place rock channel protection.
4. Grade the channel for proper stream flow.
5. When weather permits, seed and straw any disturbed area.

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

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

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Morrow-Rossburg Road Bridge #27-4.29 Replacement Project or until December 31, 2021, whichever comes first.

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**IN EXECUTION WHEREOF**, Frieda Jean McVey Determan, the Grantor herein, and  
and her spouse, Tedd C. Determan, have hereunto set their hands on the date stated below.

**Grantors:**

Signature: Frieda Jean McVey Determan

Printed Name: Frieda Jean McVey Determan

Date: 1/30/2021

Signature: Tedd C. Determan

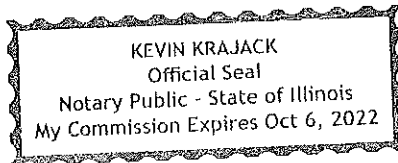
Printed Name: Tedd C. Determan

Date: 1/30/2021

STATE OF IL, COUNTY OF Will, ss.

**BE IT REMEMBERED**, that on this 30th day of Jan, 2021 before me,  
the subscriber, a Notary Public in and for said state, personally came individuals known or proven  
to me to be Frieda Jean McVey Determan and her spouse, Tedd C. Determan, and acknowledged  
the signing thereof to be their voluntary act and deed. In compliance with R.C. 147.542 (D)(1),  
no oath was administered to the signer by this notary in regard to the notarial act.

Notary Public: Kevin Krajack  
My commission expires: 10/6/22



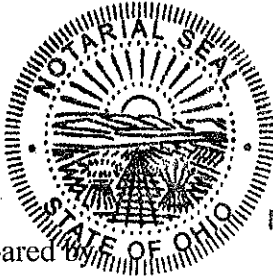
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**IN EXECUTION WHEREOF**, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tiffany Zindel, whose title is County Administrator, on the date stated below, pursuant to Resolution Number 21-0230, dated 2/16/21.

**Grantee:**  
Signature: Tiffany Zindel  
Printed Name: Tiffany Zindel  
Title: County Administrator  
Date: 2-16-21

**STATE OF OHIO, WARREN COUNTY, ss.**

**BE IT REMEMBERED**, that on this 16<sup>th</sup> day of February, 2021 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tiffany Zindel, County Administrator, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



**KIANA HAWK  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 7/9/2023**

Notary Public: Kiana Hawk  
My commission expires: 7/9/23

Prepared by

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

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





Warren County GIS

Date: 1/7/2021

Cadastral Lines	Corporate Line	Parcel Line	Hardware
Other values	County Line	ROW Unknown Width Line	Subdivision Ltd Line
Line Type	Form Lot Line	Road ROW	Township and Range Line
Aid for Tract Line	Crossover Line	School Line	Trad Line
Civil Township Line	Subdivision Limit Line	Section Line	VMS Line
			Vacated Road Line

1 inch = 40 feet

Additional Info NTS

27-4.29 Exhibit A

The provider makes no warranty or representation with respect to this information, its quality or suitability for a particular purpose. This information is provided AS IS, and the requester assumes the entire risk as to its quality and suitability. The provider will not be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the information. The provider shall have no liability for any other information, Programs or data used with or combined with the requested information, including the cost of recovering information, programs or data.

# Resolution

Number 21-0231

Adopted Date February 16, 2021

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH CLYDE E. AND BEVERLY S. HUNT FOR THE BRIDGE REPLACEMENT PROJECT ON MORROW ROSSBURG ROAD AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, in order to improve the safety of Morrow-Rossburg Road a bridge replacement project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #17-04-300-023 located at 8358 Morrow Rossburg Road, Pleasant Plain, OH 45162 which is owned by Clyde E. and Beverly S. Hunt, grantors; and

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

1. Remove any trees, trim tree limbs, and/or brush as necessary for construction of the bridge.
2. Install precast concrete box culvert with wing walls.
3. Place rock channel protections.
4. Grade the channel for proper stream flow.
5. When weather permits, seed and straw any disturbed area.

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

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Clyde E. and Beverly S. Hunt, for the Morrow Rossburg Road bridge replacement project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof and authorize County Administrator to sign documents relative thereto.

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

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

Resolution adopted this 16<sup>th</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Hunt, Clyde E. & Beverly S.  
Engineer (file)



## TEMPORARY ENTRANCE AND WORK AGREEMENT

### ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Clyde E. Hunt and Beverly S. Hunt, husband and wife, whose tax mailing address is 8358 Morrow-Rossburg Road, Pleasant Plain, Ohio 45162 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

#### Witnesseth:

In order to improve the public safety and better serve the needs of the traveling public a bridge replacement project on Morrow-Rossburg Road over Little Run is to be constructed. In order to replace the bridge it is necessary to enter onto property owned by the Grantors. The subject real estate is located at 8358 Morrow-Rossburg Road in Pleasant Plain Ohio, 45162 identified as Parcel #17-04-300-023. Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove trees, trim tree limbs, and/or brush as necessary for construction of the bridge.
2. Install precast concrete box culvert with wing walls.
3. Place rock channel protection.
4. Grade the channel for proper stream flow.
5. When weather permits, seed and straw any disturbed area.

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

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

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Morrow-Rossburg Road Bridge #27-4.29 Replacement Project or until December 31, 2021, whichever comes first.

[the remainder of this page is blank]

**IN EXECUTION WHEREOF**, Clyde E. Hunt and Beverly S. Hunt, husband and wife, the Grantors herein, have hereunto set their hands on the date stated below.

**Grantors:**

Signature: Clyde E. Hunt

Printed Name: Clyde E. Hunt

Date: 2/5/21

Signature: Beverly S. Hunt

Printed Name: Beverly S. Hunt

Date: 2/5/21

STATE OF OHIO, COUNTY OF WARREN, ss.

**BE IT REMEMBERED**, that on this 5<sup>th</sup> day of FEBRUARY, 2021, before me, the subscriber, a Notary Public in and for said state, personally came individuals known or proven to me to be Clyde E. Hunt and Beverly S. Hunt, husband and wife, being the Grantor in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



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

Notary Public: Dominic M. Brigano  
My commission expires: 02/06/2022

[the remainder of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tiffany Zindel, whose title is County Administrator, on the date stated below, pursuant to Resolution Number 21-0231, dated 2/16/21.

Grantee:  
Signature: Tiffany Zindel  
Printed Name: Tiffany Zindel  
Title: County Administrator  
Date: 2-16-21

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 16<sup>th</sup> day of February, 2021 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tiffany Zindel, County Administrator, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



KIANA HAWK  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 7/9/2023

Notary Public: Kiana Hawk  
My commission expires: 7/9/23

Prepared by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: Bruce A. McGary  
Bruce A. McGary, Assistant Prosecutor  
520 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1399  
Fx. (513) 695-2962  
Email: [bruce.mcgary@warrencountyprosecutor.com](mailto:bruce.mcgary@warrencountyprosecutor.com)



Warren County GIS

Date: 1/7/2021

<b>Cadastral Lines</b>	Corporate Line	Parcel Line	Hardware
all other values	County Line	ROW Unknown Width Line	Subdivision Lot Line
<b>Line Type</b>	Farm Lot Line	Road ROW	Township and Range Line
Aud the Trad Line	Drainage Line	School Line	Tract Line
City Township Line	Subdivision Limit Line	Section Line	VMS Line
			Vacated Road Line

1 inch = 40 feet

**Additional Info NTS**

27-4.29 **Exhibit A**

The provider makes no warranty or representation with respect to this information, its quality or suitability for a particular purpose. This information is provided AS IS, and the requester assumes the entire risk as to its quality and suitability. The provider will not be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the information. The provider shall have no liability for any other information, Programs or data used with or combined with the requested information, including the cost of recovering information, programs or data.

# Resolution

Number 21-0232

Adopted Date February 16, 2021

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH DEERFIELD TOWNSHIP BOARD OF TRUSTEES FOR THE BUTLER WARREN PROJECT BETWEEN BETHANY ROAD AND ROBERTS PARK AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, in order to improve the safety of Butler Warren Road a roadway project on Butler Warren Road between Bethany Road and Roberts Park is to be completed. and in order to perform the work it is necessary to enter onto the property, parcel #11-02-100-018 and #11-02-316-001 which is owned by Deerfield Township Board of Trustees, grantor; and

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

Fire Department Station 59 (Parcel #11-02-316-001)

1. Construct temporary roadway for Fire Department access to personnel parking lot and emergency unit parking lot.
2. Remove and reconstruct driveways per plan.
3. Minor grading for ditches.
4. When weather permits, seed and straw any disturbed area.

Roberts Park (Parcel #11-02-100-018)

1. Construct driveway per plan to attach to the already constructed pavement stub at the R/W line for park access.
2. Remove the park's temporary entrance.
3. Minor grading due to new roadway profile change.
4. When weather permits, seed and straw any disturbed area.

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

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Deerfield Township board of Trustees; for the Butler Warren Road between Bethany Road and Roberts Park Road project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof and authorize County Administrator to sign documents relative thereto.

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

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

Resolution adopted this 16<sup>th</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Deerfield Township  
Engineer (file)

## TEMPORARY ENTRANCE AND WORK AGREEMENT

### ARTICLES OF AGREEMENT

This Agreement is entered into on the date stated below by Deerfield Township Board of Trustees, an Ohio political subdivision, whose tax mailing address is 4900 Parkway Drive, Suite 150, Deerfield Township, Ohio, 45050 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

#### Witnesseth:

In order to improve public safety and better serve the needs of the traveling public a roadway project on Butler-Warren Road between Bethany Road and Roberts Park is to be completed. In order to widen the road it is necessary to enter onto property owned by the Grantor. The subject real estate is located on Butler-Warren Road, Mason, Ohio 45040, identified as Parcel #11-02-100-018 and Parcel #11-02-316-001. Grantee requests permission from Grantor to enter onto a part of the said real estate for the purpose of completing the following items of work:

Fire Department Station 59 (Parcel # 11-02-316-001):

1. Construct temporary roadway for Fire Department access to personnel parking lot and emergency unit parking lot.
2. Remove and re-construct driveways per plan.
3. Minor grading for ditches.
4. When weather permits, seed and straw any disturbed area.

Roberts Park (Parcel #11-02-100-018):

1. Construct driveway per plan to attach to the already constructed pavement stub at the R/W line for park access.
2. Remove the park's temporary entrance.
3. Minor grading due to new roadway profile change.
4. When weather permits, seed and straw any disturbed area.

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

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

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Butler-Warren Road Widening from Bethany to Roberts Park Project or December 31, 2022, whichever comes first.

[the remainder of this page is blank]

IN EXECUTION WHEREOF, ERIC REINERS, whose title is ADMINISTRATOR, of Deerfield Township Board of Trustees, an Ohio political subdivision, pursuant to the authority granted by Motion # \_\_\_\_\_ dated 1/19/21, has hereunto set his/her hand on the date stated below.

Grantor:

Deerfield Township Board of Trustees

Name: ERIC REINERS

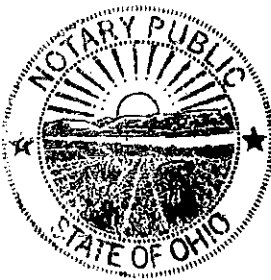
Title: ADMINISTRATOR

Sign: [Signature]

Date: 1/19/21

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 19<sup>th</sup> day of January, 2020, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Eric Reiners, whose title is Administrator of Deerfield Township Board of Trustees, an Ohio political subdivision, the Grantor in the foregoing Agreement, and while acting in his/her official capacity on behalf of Grantor, did acknowledge the signing thereof to be his/her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



BENJAMIN J. YODER, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date  
Section 147.03 O. R. C.

Notary Public: [Signature]  
My commission expires: N/A

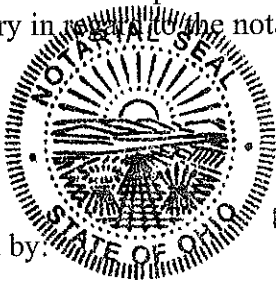


**IN EXECUTION WHEREOF**, the Warren County Board of County Commissioners, the Grantee herein, has caused this agreement to be executed by Tiffany Zindel, whose title is County Administrator, on the date stated below, pursuant to Resolution Number 21-0232, dated 2/16/21.

**Grantee:** \_\_\_\_\_  
**Signature:** Tiffany Zindel  
**Printed Name:** Tiffany Zindel  
**Title:** County Administrator  
**Date:** 2-16-21

**STATE OF OHIO, WARREN COUNTY, ss.**

**BE IT REMEMBERED**, that on this 16<sup>th</sup> day of February, 2021 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tiffany Zindel, County Administrator, President of Vice President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in relation to the notarial act.



**Notary Public:** Kiana Hawk  
**My commission expires:** 7/9/23

Prepared by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: Adam Nice  
Adam Nice, Assistant Prosecutor  
520 Justice Drive, 2<sup>nd</sup> Floor  
Lebanon, OH 45036  
Ph. (513) 695-1399  
Fx. (513) 695-2962  
Email: [Adam.Nice@warrencountyprosecutor.com](mailto:Adam.Nice@warrencountyprosecutor.com)

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

# Resolution

Number 21-0233

Adopted Date February 16, 2021

APPROVE COUNTY MOTOR VEHICLE TAX (CVT-373) FOR THE VILLAGE OF MAINEVILLE IN THE AMOUNT OF \$15,000.00

BE IT RESOLVED, to approve the following County Motor Vehicle Tax (CVT-373) for the Village of Maineville.

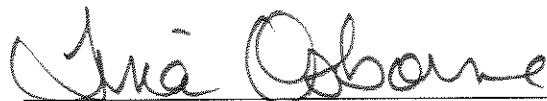
<u>Project No.</u>	<u>Description</u>	<u>CVT Funds</u>
CVT – 373	2021 Mounts Rd. Resurfacing	\$15,000.00

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

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

Resolution adopted this 16<sup>th</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)  
Village of Maineville (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 21-0234

Adopted Date February 16, 2021

AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN AN ON-THE-JOB-TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to authorize the County Administrator to sign an On-the-Job-Training Agreement with the following company, as attached hereto and made part hereof:

JBM Packaging  
2850 Henkle Drive,  
Lebanon, OH 45036

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

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

Resolution adopted this 16<sup>th</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—OhioMeansJobs  
OhioMeansJobs (file)





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

#### AGREEMENT TERMINATION

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

#### MODIFICATION

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

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Warren

I, Valerie Plus, holding the title and position of Director of Human Capital + Culture at the firm IBM Packaging, 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.

Valerie A. Plus  
AFFIANT

Subscribed and sworn to before me this 4 day of February 2021

Deborah Gierke  
(Notary Public),

Warren County.

My commission expires 11/13 2024



DEBORAH M. GIERKE  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires 11/13/2024

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

# Resolution

Number 21-0235

Adopted Date February 16, 2021

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 2/9/21 and 2/11/21 as attached hereto and made a part hereof.

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

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

Resolution adopted this 16th day of February 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

/tao

cc: Auditor

# Resolution

Number 21-0236

Adopted Date February 16, 2021

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH D.R. HORTON – INDIANA, LLC, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN VILLAGE OF HOPEWELL VALLEY, SECTION 8 SITUATED IN HAMILTON TOWNSHIP AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

## SECURITY AGREEMENT

Bond Number	:	21-002 (W/S)
Development	:	Village of Hopewell Valley, Section 8
Developer	:	D.R. Horton – Indiana, LLC
Township	:	Hamilton
Amount	:	\$12,255.80
Surety Company	:	Fidelity and Deposit Company of Maryland (9361769)

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

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

Resolution adopted this 16<sup>th</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: D.R. Horton-Indiana, LLC., 9210 North Meridian Street, Indianapolis, IN 46260  
Fidelity and Deposit Company of Maryland, 1299 Zurich Way, 5<sup>th</sup> Floor, Schaumburg, IL 60196  
Water/Sewer (file)  
Bond Agreement file



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

**WATER AND/OR SANITARY SEWER**

Security Agreement No.  
21-002 (W/S)  
Bond No. 9361769

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
D.R. Horton - Indiana, LLC (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
Fidelity and Deposit Company of Maryland (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in The Village of Hopewell Valley  
Subdivision, Section/Phase 8 (3) (hereinafter the "Subdivision") situated in  
Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$122,558.02,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$0.00; and,

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

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of \$0.00 to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County subdivision  
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is  
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total  
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$12,255.80 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

D.R. Horton - Indiana, LLC  
9210 North Meridian Street  
Indianapolis, IN 46260  
Ph. (317) 995 - 8926

D. To the Surety:

Fidelity and Deposit Company of Maryland

1299 Zurich Way, 5th Floor

Schaumburg, IL 60196

Attn: Surety Claims

Ph. ( 847 ) 605 - 6000

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

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

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

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

       **Original Escrow Letter** (attached)

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

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

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

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

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

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

**DEVELOPER:**

D.R. Horton - Indiana, LLC  
Pursuant to a resolution authorizing the undersigned to execute this agreement.

**SURETY:**

Fidelity and Deposit Company of Maryland  
Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: Mark A. Bridwell

SIGNATURE: Noah William Pierce

PRINTED NAME: Mark A. Bridwell

PRINTED NAME: Noah William Pierce

TITLE: Assistant Secretary  
Director of Land Development

TITLE: Attorney-in-Fact

DATE: 1/7/21

DATE: 1/6/21

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 21-0236, dated 2/16/21.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Tiffany Zindel

PRINTED NAME: Tiffany Zindel

TITLE: President County Administrator

DATE: 2-16-21

RECOMMENDED BY:

By: Chad Brusch  
SANITARY ENGINEER

APPROVED AS TO FORM:

By: Kevin W. Anderson  
COUNTY PROSECUTOR

Key:

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

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **ROBERT D. MURRAY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John F. THOMAS, Jynell Marie WHITEHEAD, Jennifer B. GULLETT, Catherine THOMPSON, Amy R. WAUGH, Noah William PIERCE and Andrew M. BENNETT**, all of Charlotte, North Carolina, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

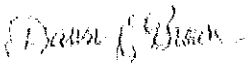
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.


IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of August, A.D. 2019.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:   
*Assistant Secretary  
Dawn E. Brown*

  
*Vice President  
Robert D. Murray*

State of Maryland  
County of Baltimore

On this 16th day of August, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023





EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of January, 2021.



*Brian M. Hodges*

Brian M. Hodges, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:**

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056

Office of Risk Assessment  
50 West Town Street  
Third Floor - Suite 300  
Columbus, Ohio 43215  
(614)644-2658  
Fax(614)644-3256  
www.insurance.ohio.gov

**Ohio Department of Insurance**

Mike DeWine - Governor  
Jillian Froment - Director



**Certificate of Compliance**

Issued 03/24/2020

Effective 04/02/2020

Expires 04/01/2021

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE**

of Illinois is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

**Section 3929.01 (A)**

Allied Lines	Workers Compensation
Boiler & Machinery	
Burglary & Theft	
Commercial Auto - Liability	
Commercial Auto - No Fault	
Commercial Auto - Physical Damage	
Credit	
Earthquake	
Fidelity	
Financial Guaranty	
Fire	
Glass	
Inland Marine	
Multiple Peril - Commercial	
Multiple Peril - Homeowners	
Other Liability	
Surety	

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE certified in its annual statement to this Department as of December 31, 2019 that it has admitted assets in the amount of \$325,319,001, liabilities in the amount of \$43,819,708, and surplus of at least \$281,499,293.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Handwritten signature of Jillian Froment in cursive.

Jillian Froment, Director



# Resolution

Number 21-0237

Adopted Date February 16, 2021

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH D.R. HORTON-INDIANA, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE VILLAGES OF HOPEWELL VALLEY, SECTION 8 SITUATED IN HAMILTON TOWNSHIP AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

## SECURITY AGREEMENT

Bond Number	:	21-002 (P/S)
Development	:	The Villages of Hopewell Valley, Section 8
Developer	:	D.R. Horton-Indiana, LLC
Township	:	Hamilton
Amount	:	\$71,940.38
Surety Company	:	The Continental Insurance Company (30115432)

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

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

Resolution adopted this 16<sup>th</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

**STREETS AND APPURTENANCES  
(including Sidewalks)**

Security Agreement No.

Bond No. 30115432 21-002(P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
D.R. Horton - Indiana, LLC (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
The Continental Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in The Villages of Hopewell Valley Subdivision, Section/Phase 8 (3) (hereinafter the "Subdivision") situated in Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$244,016.71, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$55,338.75; and,

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

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$71,940.38 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$48,803.34 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

D.R. Horton - Indiana, LLC

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9210 North Meridian Street

---

Indianapolis, IN 46260

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Ph. ( 317 ) 995 - 8926

D. To the Surety:

The Continental Insurance Company

801 Warrenville Road, Suite 700

Lisle, IL 60532

Ph. ( 630 ) 719 - 3000

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

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

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

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

       **Original Escrow Letter** (attached)

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

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

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

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



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

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

**DEVELOPER:** D.R. Horton - Indiana, LLC

**SURETY:** The Continental Insurance Company

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

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

SIGNATURE: Mark A. Bachwell

SIGNATURE: James I. Moore

PRINTED NAME: Mark A. Bachwell

PRINTED NAME: James I. Moore

TITLE: Assistant Secretary -  
Director of Land Development

TITLE: Attorney-in-Fact

DATE: 1/12/2021

DATE: January 8, 2021

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 21-0237, dated 2/16/21.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Tiffany Zindel

PRINTED NAME: Tiffany Zindel

TITLE: ~~President~~ County Administrator

DATE: 2-16-21

RECOMMENDED BY:

By: Neil F. Tunison / KW  
COUNTY ENGINEER

APPROVED AS TO FORM:

By: Keith W. Anderson  
COUNTY PROSECUTOR

Key:

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

**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**James I Moore, Kevin J Scanton, R L Mc Wethy, Stephen T Kazmer, Dawn L Morgan, Kelly A Gardner, Melissa Schmidt, Elaine Marcus, Jennifer J Mc Comb, Tariese M Pisciotta, Amy Wickett, Diane M Rubright, Individually**

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of June, 2018.

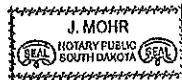


The Continental Insurance Company

*Paul T. Bruffat*  
Paul T. Bruffat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 26th day of June, 2018, before me personally came Paul T. Bruffat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021

*J. Mohr*  
J. Mohr Notary Public

**CERTIFICATE**

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 8th day of January, 2021.



The Continental Insurance Company

*D. Johnson*  
D. Johnson Assistant Secretary

Form F6850-4/2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

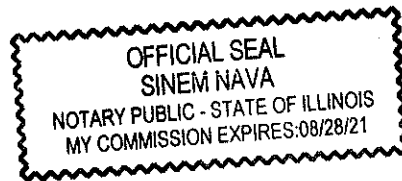
State of Illinois        }  
                                  } ss.  
County of DuPage       }

On January 8, 2021, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of The Continental Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 28, 2021

*Sinem Nava*  
Sinem Nava, Notary Public



Commission No. 859777

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

# Resolution

Number 21-0238

Adopted Date February 16, 2021

## APPROVE VARIOUS RECORD PLATS

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


- Villages of Hopewell Valley, Section 8 – Hamilton Township

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

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

Resolution adopted this 16<sup>th</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Plat File  
RPC

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

# Resolution

Number 21-0239

Adopted Date February 16, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND #2287

BE IT RESOLVED, to approve the following supplemental appropriation into Warren County Sheriff's Office Fund #2287:

\$20,000.00 into 22872200-5321 DT BD APR CAP BOCC

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

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

Resolution adopted this 16<sup>th</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Sheriff (file)

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

# Resolution

Number 21-0240

Adopted Date February 16, 2021

APPROVE A SUPPLEMENTAL APPROPRIATION INTO THE (REDEVELOPMENT TAX EQUIVALENT FUND (BUNNELL HILL) FUND 4493

WHEREAS, a supplemental appropriation is necessary for the (REDEVELOPMENT TAX EQUIVALENT FUND (BUNNELL HILL)); and

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriation:

\$2,300,000.00          into    #44933908-5320          (Capital Purchase)

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

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

Resolution adopted this 16th day of February 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Engineer (file)

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

# Resolution

Number 21-0241

Adopted Date February 16, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO COUNTY COURT FUND #11011260

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into County Court Fund #11011260 in order to process a vacation and sick leave payout for Michael Moore, former employee of County Court:

\$165.00      from #11011110-5882      (Commissioners - Vacation Leave Payout)  
                 into #11011260-5882      (County Court - Vacation Leave Payout)

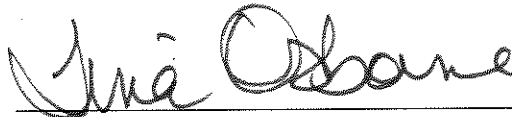
\$2,511.00    from #11011110-5881      (Commissioners - Sick Leave Payout)  
                 into #11011260-5881      (County Court - Sick Leave Payout)

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

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

Resolution adopted this 16th day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓  
Appropriation Adjustment file  
County Court (file)  
OMB



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

# Resolution

Number 21-0242

Adopted Date February 16, 2021

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COMMISSIONERS GENERAL  
FUND #11011110

BE IT RESOLVED, to approve the following appropriation adjustments:

\$2,000.00	from	#11011110-5910	(General BOCC – Other Exp)
\$1,000.00	into	#11011110-5911	(General BOCC – Non-Taxable Meal Fringe)
\$1,000.00	into	#11011110-5922	(General BOCC – Taxable Meal Fringe)

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

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

Resolution adopted this 16<sup>th</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

# Resolution

Number 21-0243

Adopted Date February 16, 2021

**APPROVE APPROPRIATION ADJUSTMENTS WITHIN COMMON PLEAS COURT  
COMMUNITY BASED CORRECTIONS #2289**

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 2,850.00	from	BUDGET-BUDGET 22891224 5400	(Purchased Services)
	into	BUDGET-BUDGET 22891224 5210	(Materials & Supplies)
\$5,000.00	from	BUDGET-BUDGET 22891224 5400	(Purchased Services)
	into	BUDGET-BUDGET 22891224 5317	(Non Capital Purchases)

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

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

Resolution adopted this 16th day of February 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 21-0244

Adopted Date February 16, 2021

ACCEPT AN AMENDED CERTIFICATE AND APPROVE SUPPLEMENTAL APPROPRIATIONS INTO WORKFORCE INVESTMENT FUND #2238

WHEREAS, an amended certificate needs to be accepted and a supplemental appropriation be approved; and

NOW THEREFORE BE IT RESOLVED, accept an amended certificate increasing fund #2238 by \$500,000

BE IT RESOLVED, to approve the following supplemental appropriation:

\$400,000	into	#22385800-5410	(WIB – Contracts BOCC Approved)
\$100,000	into	#22385800-5400	(WIB – Purchased Services)

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

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

Resolution adopted this 16<sup>th</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, February 12, 2021

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2021, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2021	Taxes	Other Sources	Total
Workforce Investment Board	(\$244,147.80)		\$2,658,839.00	\$2,414,691.20
Fund 2238				
<b>TOTAL</b>	(\$244,147.80)	\$0.00	\$2,658,839.00	\$2,414,691.20

\_\_\_\_\_ )  
*Matt Nolan* )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ ) Budget  
 \_\_\_\_\_ ) Commission

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

# Resolution

Number 21-0245

Adopted Date February 16, 2021

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO THE CLERK OF COURTS  
CERTIFICATE OF TITLE ADMINISTRATION FUND #22501260

BE IT RESOLVED, to approve the following supplemental appropriations:

\$ 3,112.18            into    #22501260-5881      (Sick Leave Payout)

\$ 4,094.90            into    #22501260-5882      (Vacation Leave Payout)

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

Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 16th day of February 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓  
Supplemental App. file  
Clerk of Courts (file)

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

# Resolution

Number 21-0246

Adopted Date February 16, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 16<sup>th</sup> day of February 2021.

BOARD OF COUNTY COMMISSIONERS

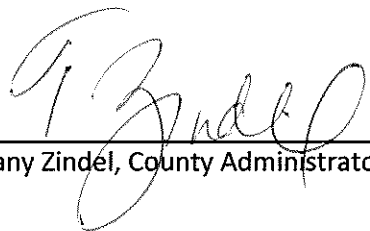
  
Tina Osborne, Clerk

cc: Commissioners file

# REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	OHIO MACHINERY CO	50DLA TAG ALONG TRAILER	\$ 37,833.60
WAT	OHIO MACHINERY CO	CATERPILLAR 315 TCS BL EXCAVATOR	\$ 206,707.00
ENG	REQ BLANKET VENDOR	TEMP EASE MORROW ROSSBURG BRIDGE REPLACEMENT	\$ 1.00
ENG	REQ BLANKET VENDOR	TEMP EASE MORROW ROSSBURG BRIDGE REPLACEMENT	\$ 1.00
ENG	REQ BLANKET VENDOR	TEMP EASE MORROW ROSSBURG BRIDGE REPLACEMENT	\$ 1.00
ENG	REQ BLANKET VENDOR	TEMP EASE MORROW ROSSBURG BRIDGE REPLACEMENT	\$ 1.00
ENG	DEERFIELD TWP	TEMP EASE BUTLER WARREN BTWN BETHANY/ROBERTS	\$ 1.00
ENG	ENCORE PRECAST LLC	BOX CULVERTS FOR BRIDGE REPLACEMENT PROJ	\$ 82,092.00
ENG	EAGLE BRIDGE CO	EDWARDSVILLE RD BRIDGE REHABILITATION PROJECT	\$ 522,279.89
WAT	FYDA FREIGHTLINER CINCINNATI INC	FREIGHTLINER DUMP BODY TRK#1563	\$ 126,084.00
WAT	FYDA FREIGHTLINER CINCINNATI INC	FREIGHTLINER 114SD 11FT HENDERSON BODY TRK#238	\$ 151,121.00
ENG	VILLAGE OF MAINEVILLE	CVT-373 VILLAGE OF MAINEVILLE MOUNTS RD PAVING	\$ 15,000.00

2/16/2021 APPROVED:



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Tiffany Zindel, County Administrator