

# Resolution

Number 22-1644

Adopted Date November 01, 2022

APPROVE THE PROMOTION OF ZACH THOMPSON FROM DEPUTY DOG WARDEN II TO THE POSITION OF DEPUTY DOG WARDEN III WITHIN THE DOG AND KENNEL

WHEREAS, Zach Thompson has completed five years of employment as a Deputy Dog Warden II; and

WHEREAS, it is the recommendation of the Dog Warden to promote Zach Thompson to Deputy Dog Warden III; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Zach Thompson to the position of Deputy Dog Warden III within the Warren County Dog and Kennel, classified, full-time permanent, non-exempt status, Pay Range 18, at \$21.84 per hour, effective pay period beginning October 22, 2022.

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

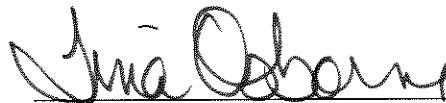
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Dog & Kennel (file)  
Z. Thompson's Personnel file  
OMB – Sue Spencer

# Resolution

Number 22-1645

Adopted Date November 01, 2022

## APPROVE RECLASSIFICATIONS AND WAGE INCREASES FOR MULTIPLE EMPLOYEES WITHIN THE WARREN COUNTY OHIOMEANSJOBS

WHEREAS, the Director has requested employee reclassifications and wage increases for the following employees:

- Thomas Duffy to Customer Advocate II, paygrade 15, wage of \$19.01 per hour
- Sommer Green to Customer Advocate II, paygrade 15, wage of \$19.01 per hour
- Lucian Hatfield to Customer Advocate II, paygrade 15, wage of \$19.99 per hour

NOW THEREFORE BE IT RESOLVED, approve reclassifications and wage increases for the above listed employees within the Warren County OhioMeansJobs, effective pay period beginning November 5, 2022.

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OhioMeansJobs (file)  
OMB – S. Spencer  
T. Duffy's Personnel file  
S. Green's Personnel file  
L. Hatfield's Personnel file

# Resolution

Number 22-1646

Adopted Date November 01, 2022

## APPROVE RECLASSIFICATION OF MATTHEW ATKINS WITHIN THE FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, the Deputy Director has requested to reclassify Matthew Atkins to the position of Service Worker II; and

NOW THEREFORE BE IT RESOLVED, to reclassify Matthew Atkins within the Facilities Management Department to Service Worker II, pay range #15, \$18.46 per hour, effective pay period beginning November 5, 2022.

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)  
OMB – S. Spencer  
M. Atkins' Personnel file

# Resolution

Number 22-1647

Adopted Date November 01, 2022

HIRE NICK VEARIL AS WATER TREATMENT PLANT TECHNICIAN, WITHIN THE  
WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Nick Vearil as a Water Treatment Plant Technician within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), nonstandard work week, Pay Range #13, \$17.39 per hour, effective November 6, 2022, subject to a negative background check, drug screen, and a 365-day probationary period.

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

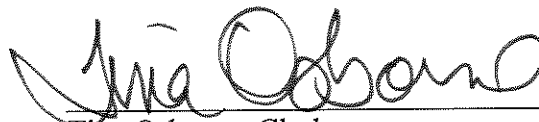
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Nick Vearil's Personnel file  
Water/Sewer (file)  
OMB – Sue Spencer

# Resolution

Number 22-1648

Adopted Date November 01, 2022

APPROVE APPOINTMENT OF MATT FETTY, DIRECTOR OF OHIOMEANSJOBS WARREN COUNTY TO THE WARREN COUNTY METROPOLITAN HOUSING AUTHORITY TO FILL THE UNEXPIRED TERM OF LAUREN CAVANAUGH DUE TO RESIGNATION


BE IT RESOLVED, to approve the appointment of Matt Fetty, Director of OhioMeansJobs Warren County, to the Warren County Metropolitan Housing Authority to fill the unexpired term of Lauren Cavanaugh due to resignation; said term to expire February 18, 2023.

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Metropolitan Housing (file)  
Appointments file  
Appointees  
L. Lander

# Resolution

Number 22-1649

Adopted Date November 01, 2022

APPROVE APPOINTMENT OF ARLENE BYRD, INTERIM DIRECTOR OF WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, TO THE FAMILY SERVICES PLANNING COMMITTEE

BE IT RESOLVED, to approve the appointment of Arlene Byrd, Interim Director of Warren County Job and Family Services, Human Services Division, to the Family Services Planning Committee for an indefinite term; and

BE IT FURTHER RESOLVED, that said appointment is to replace the appointment of Lauren Cavanaugh due to resignation.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Human Services (file)  
Appointments file  
Appointees  
L. Lander

# Resolution

Number 22-1650

Adopted Date November 01, 2022

ACKNOWLEDGE AND ACCEPT THE RENEWAL VERIFICATION WITH UNITED HEALTHCARE EFFECTIVE JANUARY 1, 2023

WHEREAS, it is the intention of the Board of County Commissioners to renew services with United Healthcare for the administration of the Medical Plan effective January 1, 2023; and

WHEREAS, upon review of the out-of-network deductible and out-of-pocket limits relative to the Base and Buy-Up plan, it is the desire of the Board to bring the limits in line as double that of the in-network limits; and

WHEREAS, the Board also acknowledges and accepts the administration fee of \$48.06 per employee per month which remains unchanged from 2022 plan year; and

NOW THEREFORE BE IT RESOLVED, to acknowledge and accept the 2023 Renewal Verification, as attached hereto and made a part hereof, with United Healthcare effective January 1, 2023.

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR/

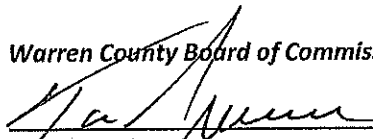
cc: c/a—United Healthcare  
Horan Associates  
Tammy Whitaker, OMB  
Benefits File



2023 Renewal Verification

Email/Return to: UnitedHealthcare of Ohio, Inc.  
Attn: Trista Owens  
Email: [Trista\\_owens@uhc.com](mailto:Trista_owens@uhc.com)  
Phone: 513-619-3736

From: Warren County Board of Commissioners

  
\_\_\_\_\_  
(Signature/Title)

Tom Grossmann  
\_\_\_\_\_  
(Printed)

  x   After review of UHC's ASO renewal proposal we elect to renew our medical coverage with UHC effective January 1, 2023.

**Plan Changes:**

**Base Plan**

INN Single Out of Pocket Max Increase from \$5,950 to \$6,000  
INN Family Out of Pocket Max Increase from \$11,900 to \$12,000

OON Single Deductible Increase from \$5,400 to \$6,000  
OON Family Deductible Increase from \$10,800 to \$12,000

OON Single Out of Pocket Max Increase from \$11,900 to \$12,000  
OON Family Out of Pocket Max Increase from \$23,800 to \$24,000

**Buy Up Plan:**

INN Single Out of Pocket Max Increase from \$3,400 to \$3,500  
INN Family Out of Pocket Max Increase from \$6,800 to \$7,000

OON Single Deductible Increase from \$3,000 to \$3,500  
OON Family Deductible Increase from \$6,000 to \$7,000

OON Single Out of Pocket Max **Decrease** from \$11,900 to \$7,000  
OON Family Out of Pocket Max **Decrease** from \$23,800 to \$14,000

**Monthly Administrative Fee:**

2023: \$48.06  
2024: \$49.51

\$45,000 Wellness budget included with the 2023 and 2024 renewals.

Performance Guarantees are included with the renewal putting \$50,000 of admin fees at risk for 2023 and 2024

**PLEASE COMPLETE:**

How many eligible full-time employees do you currently have? 980

Open enrollment will be held beginning: November 7<sup>th</sup> through November 18<sup>th</sup>



# Resolution

Number 22-1651

Adopted Date November 01, 2022

AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO SIGN TWO SATISFACTIONS OF MORTGAGE FOR KAREN M. BALL

WHEREAS, Karen M. Ball, received two Deferred Loans for down payment assistance and home repair through the First Time Home Buyer Down Payment Assistance Program, funded by the Neighborhood Stabilization Program (NSP) on the property at 431 Little Creek Drive, Lebanon, Ohio 45036; and

WHEREAS, Ms. Ball met the requirements of the home repair mortgage which was satisfied by Resolution 16-0492, but the document was misplaced before recording; and

WHEREAS, the requirements of the down payment assistance mortgage have now also been satisfied; and

NOW THEREFORE BE IT RESOLVED, to re-issue a Satisfaction of Mortgage for the lost document originally authorized by Resolution 16-0492 and issue a current Satisfaction of Mortgage for the outstanding mortgage recorded in Book 5042, pages 939-943, resulting in the satisfaction of both mortgages held by the Warren County Board of Commissioners on the property at 431 Little Creek Drive, Lebanon, Ohio.

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/vsp

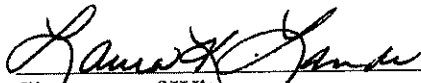
cc: c/a—Ball, Karen  
Lawyers Title of Cincinnati  
OGA (file)

**SATISFACTION OF MORTGAGE**

**KNOW ALL MEN BY THESE PRESENTS, THAT the Warren County Board of Commissioners** does hereby certify, that a certain Mortgage Deed, dated the 19th day of February, 2010, recorded on the 3rd day of March, 2010, in Record of Mortgages, Book 5042 Pages 939-943, in the Office of the Recorder of Warren County, Ohio, executed by **Karen M. Ball**, unmarried, to the Warren County Board of Commissioners on the following real estate, known as 431 Little Creek Drive, Lebanon, Ohio 45036, and legally described in Exhibit "A", attached hereto and made a part hereof, has been **fully satisfied**, and the Recorder is authorized to **discharge** the same of record.

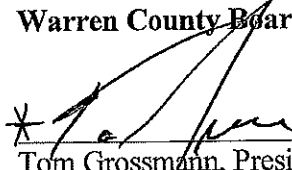
In Testimony Whereof, the said Warren County Board of Commissioners, by Tom Grossmann, President, acting in his official capacity, has hereunto set his hand this 1st day November, 2022, A.D.

Signed and Acknowledged  
In the Presence of

  
Signature of Witness

Laura K Lander  
Printed Name of Witness

**Warren County Board of Commissioners**

  
Tom Grossmann, President

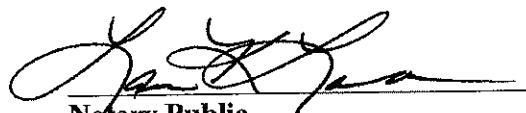
**State of Ohio**  
**County of Warren, ss:**

Be It Remembered, That on this 1st day of November, 2022, A.D., before me, the subscriber, a Notary Public in and for said County, personally came the above named Tom Grossmann, President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in his official capacity, to be his voluntary act and deed, for uses and purposes therein mentioned.

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



LAURA K. LANDER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 12/28/2022

  
Notary Public

This instrument prepared by Warren County, Ohio.

**EXHIBIT "A"**  
Legal Description  
Warren County

Sidwell No. 13-35-276-029

Situated in the City of Lebanon, in the State of Ohio and in the County of Warren, and being Lot Numbered 6686 Sterling Chase Subdivision, Section Two (2) as recorded in Plat book 51, pages 21-23 of the Plat Records of Warren County, Ohio

Prior Instrument Reference: Volume 4950, page 601 of the Official Records of Warren County, Ohio

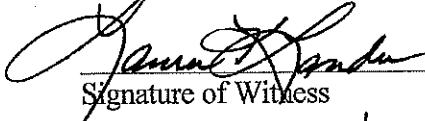
L:\Grants\Satisfaction of Mort -- only no res-Ball

**SATISFACTION OF MORTGAGE**

**KNOW ALL MEN BY THESE PRESENTS**, THAT the **Warren County Board of Commissioners** does hereby certify, that a certain Mortgage Deed, dated the 12th day of February, 2010, recorded on the 17th day of April, 2010, in Record of Mortgages, Book 5806 Pages 34 - 37, in the Office of the Recorder of Warren County, Ohio, executed by **Karen M. Ball**, unmarried, to the Warren County Board of Commissioners on the following real estate, known as 431 Little Creek Drive, Lebanon, Ohio 45036, and legally described in Exhibit "A", attached hereto and made a part hereof, has been **fully satisfied**, and the Recorder is authorized to **discharge** the same of record.

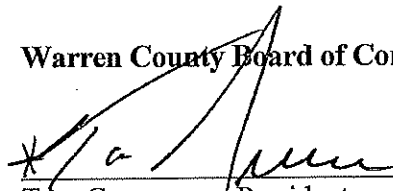
In Testimony Whereof, the said Warren County Board of Commissioners, by Tom Grossmann, President, acting in his official capacity, has hereunto set his hand this 1st day November, 2022, A.D.

Signed and Acknowledged  
In the Presence of

  
\_\_\_\_\_  
Signature of Witness

Laura K Lander  
Printed Name of Witness

**Warren County Board of Commissioners**

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

**State of Ohio**  
**County of Warren, ss:**

Be It Remembered, That on this 1st day of November, 2022, A.D., before me, the subscriber, a Notary Public in and for said County, personally came the above named Tom Grossmann, President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in his official capacity, to be his voluntary act and deed, for uses and purposes therein mentioned.

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



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

  
\_\_\_\_\_  
Notary Public

This instrument prepared by Warren County, Ohio.

**EXHIBIT "A"**  
Legal Description  
Warren County

Sidwell No. 13-35-276-029

Situated in the City of Lebanon, in the State of Ohio and in the County of Warren, and being Lot Numbered 6686 Sterling Chase Subdivision, Section Two (2) as recorded in Plat book 51, pages 21-23 of the Plat Records of Warren County, Ohio

Prior Instrument Reference: Volume 4950, page 601 of the Official Records of Warren County, Ohio

L:\Grants\Satisfaction of Mort – only no res-Ball

# Resolution

Number 22-1652

Adopted Date November 01, 2022

TRANSFER TEMPORARY EVIDENCE LOCKERS NO LONGER BEING UTILIZED BY THE WARREN COUNTY SHERIFF'S OFFICE TO THE CITY OF SOUTH LEBANON AND DEERFIELD TOWNSHIP

WHEREAS, the Warren County Sheriff's Office has determined they no longer need the following three (3) bays of temporary evidence lockers currently in their inventory; and

WHEREAS, the City of South Lebanon and Deerfield Township, have indicated that they have a need and could use said listed temporary evidence lockers; and

NOW THEREFORE BE IT RESOLVED, to transfer the following temporary evidence lockers to:

- City of South Lebanon, 10 North High Street, South Lebanon, Ohio 45065  
1 bay temporary evidence lockers
- Deerfield Township, 4900 Parkway Drive, Suite 150, Deerfield Township, Ohio 45040  
2 bays temporary evidence locker

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 22-1653

Adopted Date November 01, 2022

APPROVE THE DESTRUCTION OF VARIOUS 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;

- Livescan Fingerprint System (Asset#6593)

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. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 22-1654

Adopted Date November 01, 2022

AUTHORIZE PROBATE- JUVENILE COURT TO INITIATE CONTRACT NEGOTIATIONS FOR MEDICAL SERVICES FOR THE WARREN COUNTY JUVENILE DETENTION CENTER AND MARY HAVEN YOUTH CENTER

WHEREAS, pursuant to Resolution #22-1388 adopted September 8, 2022, this Board issued a request for proposals for Medical Services for the Warren County Juvenile Detention Center and Mary Haven Youth Center for Warren County Probate- Juvenile Court; and

WHEREAS, on or before October 17, 2022 the Warren County Probate- Juvenile Court received two (2) sealed proposals for Medical Services for the Warren County Juvenile Detention Center and Mary Haven Youth Center; and

WHEREAS, the proposals were received and reviewed based on the criteria set forth in the request for proposals; and

WHEREAS, based on review by the Court Administrator, Chief Fiscal Officer, and Superintendents of the Juvenile Detention Center and Mary Haven Youth Center, Warren County Probate- Juvenile Court requests authorization to begin negotiations with the top ranked vendor, Vital Core Health Strategies; and

NOW THEREFORE BE IT RESOLVED, to authorize Warren County Probate- Juvenile Court to begin negotiations with Vital Core Health Strategies for the Medical Services for the Warren County Juvenile Detention Center and Mary Haven Youth Center.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Juvenile (file)  
Bid file



# Resolution

Number 22-1655

Adopted Date November 01, 2022

AMEND THE CONTRACT WITH LIFESPAN, INC. OB BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

WHEREAS, pursuant to Resolution #20-0924, adopted June 1, 2020, this Board approved a contract with Lifespan, Inc.; and

WHEREAS, upon review by the Warren County Department of Human Services and Lifespan, Inc., it is mutually agreed to renew the contract for one year effective 07/01/22 through 06/30/23 in the amount of \$10,000; and

NOW THEREFORE BE IT RESOLVED, to amend the contract with Lifespan, Inc., on behalf of Warren County Human Services, as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Lifespan, Inc.  
Human Services (file)

**CONTRACT EXTENSION WITH LIFESPAN INC. BETWEEN  
THE WARREN COUNTY BOARD OF COMMISSIONERS  
ON BEHALF OF  
THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
DIVISION OF HUMAN SERVICES  
AND  
LIFESPAN INC.**

WHEREAS a contract was entered into on July 1, 2020, between the Warren County Board of Commissioners, on behalf of the Warren County Department of Human Services and LifeSpan Inc., hereinafter jointly referred to as "the Parties" and

WHEREAS it is now the intent of the Parties to extend the Contract as follows:

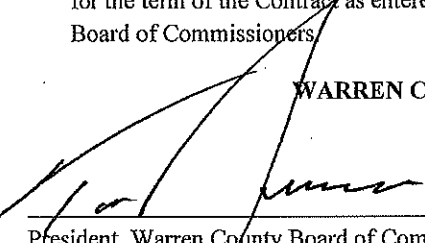
- 1) On June 30, 2020, Resolution #20-0924 was adopted by the Warren County Board of County Commissioners for a contract period beginning July 1, 2020 and ending June 30, 2022, Exhibit B.

NOW, THEREFORE, the Parties agree to extend the Contract as follows:


- 1) Extend the current contracted to June 30, 2023, and accept the terms of the new contract agreement provided by LifeSpan Inc.

All other terms, conditions and provisions of the LifeSpan Inc. Contract shall remain in full force and effect for the term of the Contract as entered into on July 1, 2020, by Resolution #20-0924 of the Warren County Board of Commissioners.

WARREN COUNTY DIVISION OF HUMAN SERVICES

  
\_\_\_\_\_  
President, Warren County Board of Commissioners

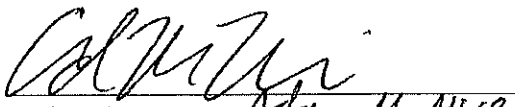
11/1/22  
Date

  
\_\_\_\_\_  
Director, Warren County Department of  
Human Services

10/28/2022  
Date

  
\_\_\_\_\_  
LifeSpan Inc.

10/18/2022  
Date

  
\_\_\_\_\_  
Assistant Prosecutor

9/29/22  
Date

Approved as to Form

# Resolution

Number 20-0924

Adopted Date June 30, 2020

APPROVE AND ENTER INTO A CONTRACT WITH LIFESPAN, INC. ON BEHALF OF  
THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to approve and enter into a contract with LifeSpan Inc., on behalf of Warren County Human Services, in the amount of \$10,000.00 per contract year (\$103.00 per unit of service provided), for the time period beginning July 1, 2020 and terminating on June 30, 2022; contract attached hereto and made a part hereof.

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

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

Resolution adopted this 30<sup>th</sup> day of June 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: c/a—Lifespan, Inc.  
Human Services (file)

**CONTRACT AGREEMENT  
BETWEEN  
THE WARREN COUNTY BOARD OF COMMISSIONERS  
ON BEHALF OF  
THE WARREN COUNTY JOB AND FAMILY SERVICES  
DIVISION OF HUMAN SERVICES  
AND  
LIFESPAN, INC**

This Contract is entered into by and between the Board of County Commissioners of Warren County through and on behalf of Warren County Department of Job and Family Services, Division of Human Services hereby known as WCDJFS and LifeSpan, Inc., ("Provider"), with its main office located at 1900 Fairgrove Avenue, Hamilton, Ohio 45011, whose telephone number is 513-868-3210, for the purpose of social services.

This instrument embodies the entire contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations or contracts, either written or oral, between the parties of this contract.

1. **PURCHASE OF SERVICES:** Subject to terms and conditions set forth in this Contract, and any attached exhibits, WCDJFS agrees to purchase from and the Provider agrees to provide Guardianship Services with specific details included in this contract.

The maximum amount payable for this Contract shall not exceed \$10,000 per SFY (\$20,000 total).

2. **CONTRACT PERIOD:** This contract will be effective from July 1, 2020 thru and including June 30, 2022, inclusive, unless otherwise terminated, but may be extended through June 30, 2023, if all parties agree and with Resolution passed by the Warren County Commissioners.
3. **AVAILABILITY OF FUNDS:** This Contract is conditioned upon the availability of Federal, State and local funds which are appropriated or allocated to WCDJFS. This Contract may be terminated immediately in the event there is a loss of funding. WCDJFS shall notify Provider at the earliest possible time of any service that may be affected by a shortage of funds. If funds are reallocated in lesser quantities than the initial allocation, WCDJFS may reduce the scope of the services purchased and/or total Contract dollars. No penalty shall apply to WCDJFS in the event this provision is exercised. WCDJFS shall not be obligated nor liable for any future payments incurred by the Provider after the date of termination. The Provider shall be given a thirty (30) day notice prior to termination or reduction.
4. **COST AND DELIVERY OF SERVICES TO BE PERFORMED BY THE PROVIDER:** Provider agrees to provide the following services under this contract:
  - a. Provider agrees to accept referrals from Warren County Adult Protective Services for Guardianship Services.
  - b. Provider agrees to accept referrals from Warren County Adult Protective Services for Representative Payee Services.

RECEIVED ON00000  
JUN26 '20 RCVD

## **FEE SCHEDULE**

### **Guardianship Services**

The unit rate for Guardianship Services provided by the Provider is a single unit rate and is valid for the next three years. A unit of service is defined as one hour of direct service. At a rate of \$103.00/unit. Provider will be able to provide 145 hours of service.

**Unit Rate for Guardianship Services= \$103.00**

### **Non-Guardianship Payee Services**

Provider is not charging a fee for Payee Services. Once a representative payee is established and set up, Provider is able to absorb the cost of this service through a modest monthly client fee paid by the client's income (Social Security, Disability Income, or other source).

**Unit Rate for Non-Guardianship Payee Services= \$0.00**

The maximum amount payable for this Contract shall not exceed \$10,000 per contract year (\$20,000).

- 5. PAYMENT FOR PURCHASED SERVICES:** Reimbursement under this Contract will be on a cost reimbursement method. The Provider will submit by the tenth (10<sup>th</sup>) working day of the month following the month the services were provided, an itemized statement which includes but is not limited to the participant's name, date(s) of service, and description of services. Reimbursement to Provider will be within 30 days from receipt of a correct invoice.

In the event the Provider receives an overpayment, or must comply with an audit exception, Provider agrees to repay the WCDJFS the full amount to which Provider was not entitled.

Provider agrees to provide Guardianship Services directly and not subcontract with any other agency.

- 6. RESPONSIBILITY FOR AUDIT:** Provider agrees to have conducted an independent audit of expenditures at the cost of the Provider if there is evidence of misuse or improper accounting of claims or substantial errors. Copies of the audit and associated management papers shall be made available to the WCDJFS.
- 7. RESPONSIBILITY FOR AUDIT EXCEPTIONS:** Provider agrees to accept responsibility for receiving, replying to and/or complying/reimbursing any audit exception identified by appropriate State and/or Federal audit, directly related to the provisions of the Contract. Provider agrees to maintain compliance with Federal, State and local regulations which govern the provision of this service.
- 8. RELATIONSHIP:** Nothing in this Contract is intended to, nor shall be deemed to constitute a partnership, association or joint venture with the Provider in the conduct of the provisions of this WCDJFS. The Provider, agents, and employees of the Provider will act in performance of this Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the WCDJFS.
- 9. EQUAL OPPORTUNITY/NON-DISCRIMINATION:** Provider and WCDJFS agree that as a condition of this Contract there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and Executive Order 11246 entitled equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in the Department of Labor Regulation 41 CFR Part 60. It is further agreed that the Provider will comply with all appropriate Federal and State laws regarding such discrimination and the right to

- and method of appeal will be made available to all persons served under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and to termination of this Contract.
10. **TERMINATION:** In the event that either the WCDJFS or Provider does not perform their responsibilities and/or obligations under this Contract, either party may initiate their intent to terminate the Contract by providing a thirty (30) day prior written communication to the other party. A final decision to terminate Contract shall be made jointly by WCDJFS and Provider. This Contract may be terminated immediately in the event there is a loss of funding, disapproval by Federal Administrative Agency or upon discovery of noncompliance with any Federal or State Laws, Rules or Regulations.
  11. **MODIFICATION OR AMENDMENT:** No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as forth in such amendment. Any amendment or modification must be in writing, signed by both parties and is not in effect until a Resolution is passed by the Warren County Board of Commissioners approving the amendment or modification.
  12. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED CONSUMERS:** The Provider agrees as a condition of this Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the Applicable Health and Human Services regulations (45 CAR 84) and all guidelines and Interpretations issued pursuant thereto. Any party failing to comply with this Paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
  13. **GOVERNING LAW:** This Contract shall be constructed in accordance with, and the legal relations between the parties shall be governed by the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio.
  14. **COMPLIANCE:** Provider certifies that Provider and all subcontractors who provide direct or indirect services under this Contract will comply with all requirements of Federal laws and regulations, applicable Office of Management and Budget circulars, State statutes and the Ohio Administrative Code rules in the conduct of work hereunder.
  15. **CONFIDENTIALITY OF INFORMATION:** The parties agree that they shall not use any information, systems or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standard of confidentiality that apply to the employees of either party and/or the State of Ohio. The terms of this section shall be included in any subcontract executed by either party for work under this Contract.
  16. **RESOLUTION OF DISPUTES:** The agencies agree that the Directors of WCDJFS and Provider shall resolve any disputes between the agencies concerning responsibilities under or performance of any of the terms of this Contract. In the event the Directors cannot agree to an appropriate resolution to the disputes, they shall refer to ODE and ODHS for a final binding determination resolving the dispute.

## **ENTIRE CONTRACT**

This Contract contains the entire Contract between the Provider, WCDJFS and the Warren County Board of Commissioners with respect to the subject matter thereof, and supersedes all prior written or oral agreements between the parties. No representations, promises, understand or agreements not contained herein shall be of any force or effect.

Should any portion of this Contract be deemed unenforceable by an administrative or a judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

Neither party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other.

1. **INDEMNIFICATION:** Provider will defend, indemnify, protect and save WCDJFS harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by Provider, its agents, employees, licensees, contractors or subcontractors; (b) the failure of Provider, its agents, employees, licensees, contractors or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of Provider, its agents, employees, licensees, contracts or subcontracts that result in injury to persons or damage to property.

## **NOTICE**

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

Warren County Job and Family Services, Division of Human Services

416 South East Street

Lebanon, Ohio 45036

LifeSpan, Inc

1900 Fairgrove Ave.

Hamilton, OH 45011

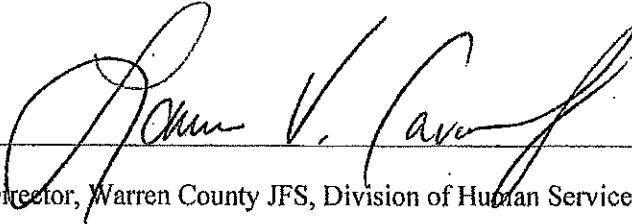
The terms of this Contract are hereby agreed to by all parties, as shown by the signatures of representatives of each:



\_\_\_\_\_  
President, Warren County Board of County Commissioners

6/30/20

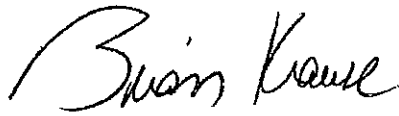
Date



\_\_\_\_\_  
Director, Warren County JFS, Division of Human Services

6/5/2020

Date

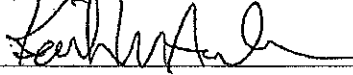


\_\_\_\_\_  
Provider and Title

6/23/2020

Date

APPROVED TO FORM:



\_\_\_\_\_  
Keith Anderson, Assistant Prosecutor

6-4-2020

Date



# Resolution

Number 22-1656

Adopted Date November 01, 2022

APPROVE AND ENTER INTO AN AGREEMENT WITH AGAPE FOR YOUTH, INC. FOR REUNIFICATION SERVICES, ENHANCED VISITATION SERVICES AND PRESERVATION SERVICES FOR FAMILIES OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and enter into an agreement with Agape Youth Services, Inc. for reunification services, enhanced visitation services and preservation services for families of Warren County Children Services, said agreement attached hereto and made a part hereof.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

jc/

cc: c/a—Agape for Youth, Inc.  
Children Services (file)

# **Independent Contractor Agreement for Reunification Services, Family Preservation, and Enhanced Visitation Services**

## **ARTICLE 1: PARTIES AND TERM OF CONTRACT**

- 1.01 This Agreement is entered into by and between the Warren County Board of County Commissioners on behalf of Warren County Children Services (hereinafter "Board"), 416 East Street, Lebanon, Ohio 45036, and Agape for Youth, Inc., 2300 S. Edwin C. Moses Blvd., Suite 140, Dayton, Ohio 45417 (hereinafter "Contractor"). This Agreement will become effective on the date of the last signature hereto, and will continue in effect until September 30, 2023.

## **ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR**

- 2.01 The Contractor agrees to provide Reunification Services, Family Preservation, and Enhanced Visitation Services to families who are in the process of having children re-integrated into the family after an out-of-home placement. The work will be performed as described in the attached Exhibits A, B, & C.
- 2.02 Contractor will determine the method, scheduling, details, manner and means of performing the above-described services. Contractor agrees to furnish at its expense, all materials, labor, appliances, tools, supervision of Contractor's employees, and all things required for the provision of services under this Agreement limited only by paragraph 2.01 above

## **ARTICLE 3: INDEPENDENT CONTRACTOR**

- 3.01 Contractor enters into the Agreement as, and will remain throughout the term of this Agreement, an independent contractor as the term is defined in Ohio Administrative Code 145-1-42(A)(2). Contractor agrees that neither Contractor nor any of its employees or subcontractors are and will not become employees, partners, agents, or principals of the Board as a result of this Agreement or while this Agreement is in effect and will not appear on the public payroll of the Board. Neither Contractor nor any of its employees or subcontractors are entitled to and shall not receive the rights or benefits afforded to Board employees, including without limitation, disability, medical insurance, sick leave, vacation leave or any other employment benefit. Contractor is not entitled to and shall not receive unemployment insurance or worker's compensation paid by the Board. Contractor is responsible for providing, at Contractor's own expense, disability, unemployment, worker's compensation, health/hospitalization insurance and other insurance, training, permits and licenses for contractor and for Contractor's employees and subcontractors, if any.
- 3.02 Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by the Board to Contractor for services under this Agreement. Contractor shall provide to the

Board its taxpayer identification number which the Board will use in reporting payments made under this Agreement to the appropriate taxing authorities. The Board will provide to the Contractor an appropriate Internal Revenue Service "Form 1099" which will report all compensation paid by Board to Contractor for services rendered pursuant to this Agreement. Contractor agrees to indemnify Board for any claims, costs, losses, fees, penalties, interest, or damages suffered by Board resulting from Contractor's failure to comply with this provision.

- 3.03 Contractor may, at Contractor's expense, use any employees or subcontractors as Contractor deems necessary to perform the services required of Contractor by this Agreement. Contractor shall indemnify, defend, and hold harmless the Board from and against any and all claims, actions, causes of action, costs, liabilities and judgments which were brought by Contractor's employees and/or subcontractors due to work performed by the same under this Agreement. The Board shall not control, direct or supervise Contractor's employees or subcontractors in performance of those services.

#### **ARTICLE 4: COMPENSATION**

- 4.01 Contractor shall be paid at the rate of eighty dollars (\$80.00) per hour of service, billed in quarter hour increments, for documented services provided to the family referred by Warren County Children Services. Payment is contingent upon the availability of federal, state or local funds which are appropriated or allocated for payment of this agreement. The total amount of this agreement should not exceed fifty thousand dollars (\$50,000.00) during the term of the Agreement. Invoices should be forwarded by the 10<sup>th</sup> of the month following the month of service to: Attn: Jennifer Carman, Warren County Children Services, 416 East Street, Lebanon, Ohio 45036.

#### **ARTICLE 5: INSURANCE/INDEMNIFICATION**

- 5.01 Contractor shall maintain general liability insurance covering the services rendered in this Agreement. The amount of insurance maintained shall be determined by Contractor based upon what the Contractor believes to be an appropriate level of general liability insurance. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million) per claim or two million dollars (\$2 million) in aggregate. Contractor shall maintain auto liability insurance for owned/non-owned or hired vehicles if any driving is part of the contract. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million) per occurrence. Contractor shall maintain professional/malpractice or errors & omissions insurance for licensed professionals. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million). Contractor shall maintain sexual abuse or molestation insurance. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million). The Contractor will name the Warren

County Board of County Commissioners as a primary additional insured on its liability insurance.

- 5.02 The contractor shall indemnify, defend and hold harmless the County, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may incur as a result of personal injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the contractor, any subcontractor, any person directly or indirectly employed by any of them, or any person for whose acts or omissions any of them may be liable. This indemnification does not, however, extend to any act of negligence or omission by the Board and their respective employees, representatives and agents. The Contractor agrees to pay all expenses which the Board may incur in the investigation and/or defense of any such claims which payment shall include reasonable attorney fees and court costs.
- 5.03 Contractor will provide to Board current copies of insurance certificates verifying compliance with the provisions of paragraph 5.01 above as well as compliance with worker's compensation obligations.

#### **ARTICLE 6: TERMINATION OF CONTRACT**

- 6.01 Should the Contractor at any time fail, neglect, or refuse in any respect to perform the work with promptness and diligence or fail to perform any of its obligations under this Agreement, the Board may immediately terminate this Agreement and provide for the completion of said work to the specifications herein, and to that end the Board shall have full power and authority to contract elsewhere for the completion of the work under this Agreement. Should the Board have to contract elsewhere for the completion of the work under this Agreement, Contractor shall be responsible for any costs incurred by the Board above and beyond the costs which reasonably would have been due under this Agreement.
- 6.02 The term of this Agreement is for the period identified in paragraph 1.01. Either party may, without penalty, terminate this Agreement for any reason upon the giving of thirty (30) days written notice to the other party of the decision to terminate.

#### **ARTICLE 7: LIMITATION OF RESPONSIBILITY**

- 7.01 The Contractor shall pay and discharge all claims for all materials, labor, appliances and tools furnished to it for said work and shall protect the Board and save it harmless from any liens therefore by subcontractors or otherwise.

#### **ARTICLE 8: NON-DISCRIMINATION**

- 8.01 The Contractor agrees that neither it, nor any subcontractor or other person acting on its behalf shall, in the hiring of employees, agents, and/or subcontractors for the performance of work under this Agreement, discriminate against any person in the employment of labor or workers by reason of creed, color, sex, age, religion, handicap, familial status, military status and/or national origin.

#### **ARTICLE 9: GENERAL PROVISIONS**

- 9.01 Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the hiring of Contractor by Board, and contains all of the covenants and agreements between the parties with respect to that hiring in any manner whatsoever. This Agreement includes all documents, specifications and/or attachments incorporated herein by reference. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding on either party.
- 9.02 Modifications: Any modification of this Agreement will be effective only if it is in writing and signed by representatives of the parties herein named.
- 9.03 Waiver: The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time be deemed a waiver or relinquishment of that right or power for all or any other times.
- 9.04 Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- 9.05 No Third-Party Beneficiaries: Nothing in this Agreement is intended to and this Agreement shall not be interpreted as creating any right or remedy for any person or entity not a party to this Agreement.
- 9.06 Governing Law: This Agreement shall be governed by the laws of the State of Ohio. Any legal actions needed to interpret the rights and obligations of the parties under this Agreement shall be commenced in and decided by a Court located in Warren County, Ohio, having jurisdiction over the subject matter of the claim.
- 9.07 Paragraph/Section Headings: The use of paragraph/section headings in this Agreement are for the convenience of the parties and such headings shall not affect the interpretation of the terms included thereunder.



# *Warren County Children Services*



Susan Walther, Director

Shawna Jones, Deputy Director

416 S. East Street ~ Lebanon, Ohio 45036  
Phone: 513-695-1546 ~ Fax: 513-695-2957 ~ Emergency Hotline: 513-695-1600

## EXHIBIT A

### Family Preservation Services for Families

Family Preservation Services are targeted to families who are at risk of their child(ren) placed in an out of home placement.

The services will take place inside the family's home and be based upon their schedule. The family will be linked to services that have been identified and provided within the community that the family resides whenever possible.

#### **Goals**

- Empowerment of the family to develop their own plans to resolve family concerns.
- Increase parenting skills through hands-on work with the family.
- Facilitation of increased parenting skills to help parents apply the learning they have received.
- Improve the family's ability to use community resources available to them, especially neighborhood-based services.
- Increase the conflict resolution and problem solving skills of the family.
- Ensure the child has a safety plan.

Family Support Specialist will work cooperatively with Warren County Children Service's case plan to develop the initial family needs assessment to identify, prioritize and secure the needed services. The services will be provided with a community based approach to treatment designed to change the behaviors or the conditions which caused the family to become involved with children services. The services will be intense and short-term.

Family Support Specialist would be able to work effectively with an average of 5 to 6 families per week, providing up to five hours of contact with the identified families for a period of approximately 12 weeks. After care services are available to families for up to 10 additional hours.

These services will serve to stabilize the family by improving family functioning and link the family to supportive community based services that will continue past agency involvement. A variety of interventions will be used in the family home, including coaching, behavior modification, parent education, trust building, and conflict management. The support will directly address the issues that brought the child into care, building on family strengths and guide improved parenting.

#### Parent Education Training

- De-escalation
- Child Development
- Effects of Abuse, Neglect, and Sexual Abuse on Child Development
- Behavior Management Techniques
- Mental Health and Medication Issues
- Discipline
- Parenting children with multiple diagnosis and behaviors
- Behavior specific training, i.e. ADHD, Bi-polar, ADD
- Separation and loss
- Stress and anger management
- Communication skills
- Crisis Intervention

#### Self-Sufficiency Training

- Household management
- Personal care and hygiene
- Obtaining and maintaining employment
- Money management
- Groceries and nutrition
- Knowledge of and ability to access community resources
- Personal management skills, goal setting and decision-making
- Youth and family activities

#### We evaluate our programs to:

- Understand and to measure the impact of services on our clients
- Improve service delivery
- Demonstrate that we are going what we say we're doing



# *Warren County Children Services*



Susan Walther, Director

Shawna Jones, Deputy Director

416 S. East Street ~ Lebanon, Ohio 45036  
Phone: 513-695-1546 ~ Fax: 513-695-2957 ~ Emergency Hotline: 513-695-1600

## EXHIBIT B

### Reunification Services for Families

Reunification Services are targeted to families who are in the process of having children re-integrated into the family after an out-of-home placement.

The service will take place inside the family's home and be based upon their schedule. The family will be linked to services that have been identified and provided within the community that the family resides whenever possible.

#### **Goals**

- With input from the family, extended family, and the child welfare agency, identify core family strengths and remaining concerns that may sabotage successful reunification and develop a plan to support successful reunification.
- Safety reintegrate the child into the family.
- Empowerment of the family to develop their own plans to resolve family concerns.
- Increase parenting skills through hands-on work with the family.
- Facilitation of increased parenting skills to help parents apply the learning they have received.
- Improve the family's ability to use community resources available to them, especially neighborhood-based services.
- Increase the conflict resolution and problem solving skills of the family.
- Ensure the child has a safety plan.

Family Support Specialist will work cooperatively with Warren County Children Services's case plan to develop the initial family needs assessment to identify, prioritize and secure the needed services. The services will be provided with a community based approach to treatment designed to change the behaviors or the conditions which caused the family to become involved with children services. The services will be intense and short-term.

One FSS would be able to work effectively with an average of 5 families per week, providing an average of five hours of contact with the identified families for a period of approximately 12 weeks. After care services are available to families for up to 10 additional hours.

These services will serve to stabilize the family by improving family functioning and link the family to supportive community based services that will continue past agency involvement. A variety of

interventions will be used in the family home, including coaching, behavior modification, parent education, trust building, and conflict management. The support will directly address the issues that brought the child into care, building on family strengths and guide improved parenting.

#### Parent Education Training

- De-escalation
- Child Development
- Effects of Abuse, Neglect, and Sexual Abuse on Child Development
- Behavior Management Techniques
- Mental Health and Medication Issues
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#### Self-Sufficiency Training

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We evaluate our programs to:

- Understand and to measure the impact of services on our clients
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- Demonstrate that we are going what we say we're doing

# *Warren County Children Services*



Susan Walther, Director

Shawna Jones, Deputy Director

416 S. East Street ~ Lebanon, Ohio 45036  
Phone: 513-695-1546 ~ Fax: 513-695-2957 ~ Emergency Hotline: 513-695-1600

## EXHIBIT C

### ENHANCED SUPERVISED VISITATION

- Provide supervised visitation between parents and children in a location other than the agency visitation center, usually the family home. Visits can also occur at a local park, restaurant, etc.
- Allow families to interact in a more normal and relaxed environment.
- Provide parenting guidance and skill building for families with children.
- Recommend services be added when concerns are identified. Inform the case worker of all concerns and recommendations.
- Participate in family team meetings when requested.
- Visitation will usually be scheduled weekly, 1 – 4 hours.
- Some visits will occur on a weekend.
- Provide written documentation of all visits and attend court hearings if needed.
- Recommend transition to reunification services when appropriate.

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Montgomery

I, Stephen M. Geib, holding the title and position of Executive Director at the firm Agape for Youth, 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 12<sup>th</sup> day of October 20 22

Erica Helton  
(Notary Public),

Greene County.

My commission expires March 7<sup>th</sup> 20 26



ERICA HELTON  
Notary Public  
State of Ohio  
My Comm. Expires  
March 7, 2026

# Resolution

Number 22-1657

Adopted Date November 01, 2022

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A  
HOST AGENCY TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS  
WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Host  
Agency Training Agreement with the following agency, as attached hereto and made part hereof:

AARP Foundation  
5320 E. Main St., Suite 600  
Whitehall, OH 43213

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

Host Agency: Ohio Means Jobs Warren County FEIN: 31-6000056

Address: 300 E. Silver St., Lebanon, OH - 45036

Phone: (513) 695-1130 Ext:

Fax: (513) 695-2985

The above named agency/organization, an equal employment opportunity employer, requests the services of enrollees from the AARP Foundation Senior Community Service Employment Agency.

This Agency Is:

A Non-Profit Organization  
(Tax exempt under the Internal  
Revenue code 501(c)(3))

Participant Supervisor(s)  
Compensated With Federal Funds

A Public Organization

Participant Supervisor(s) NOT  
Compensated With Federal Funds

The purpose of this agreement is for the host agency and AARP Foundation to enter into a joint engagement in the SCSEP, under which a participant receives training in a community service assignment while actively pursuing unsubsidized employment. The host agency agrees to provide meaningful training and work experience to the participant(s) in exchange for federally subsidized community service hours by AARP Foundation.

To ensure our host agency partners understand their important role in the daily lives of SCSEP participants and their responsibilities in supporting each participant's goals to enhance or learn new skills and to obtain unsubsidized employment, we ask that each host agency supervisor clearly understand and support the following agency and participant requirements in this agreement:

- 1) The host agency agrees to support SCSEP objectives and will consider hiring participant(s) in permanent employment positions(s), if a vacancy arises.
- 2) The host agency acknowledges that AARP Foundation may reassign participant(s) at any time in accordance with SCSEP rules, regulations, and policies. AARP Foundation acknowledges that participation as a host agency is voluntary and agrees to honor any host agency request in writing to reassign participants for any lawful reason.
- 3) It is understood that the purpose of the SCSEP is for a participant to provide community service while they actively pursue training and unsubsidized employment off of the program. When a participant enrolls and/or gets a job off the program they may lose their public benefits. These benefits may include, but are not limited to: Public Housing, Food Stamps, SSI/SSD, and Medicaid.
- 4) It is understood that participants may miss some hours at the host agency assignment in order to pursue training and unsubsidized employment that is provided outside of the host agency. Participants may be required by AARP Foundation SCSEP to complete programmatic activities and tasks which may include:
  - Accept referrals and interviews for employment outside the program;
  - Conduct an ongoing search for unsubsidized employment as specified in the Individual Employment Plan (IEP) and as directed by an AARP Foundation representative;
  - Accept regular transfers to other host agency assignments as necessary to further the participant's training and work experience;
  - Register and maintain registration with the State Employment Service and/or One Stop Center;
  - Attend job search training, job clubs, participant meetings, etc., when offered by the AARP Foundation office, and engage in continuing unsubsidized job search activities.

5) It is understood that The SCSEP is short-term, work-training to prepare participants for unsubsidized employment off of the program. The SCSEP is not an entitlement, nor is it designed to solely provide income maintenance. SCSEP participants are in training status, preparing for unsubsidized employment.

6) When practical, the Host Agency agrees to provide additional training support to their participants by allowing participants to utilize the Agency's computers and internet access for designated job search training and to complete online job search activities.

7) It is understood that training with the host agency is a short-term opportunity. Participation in the SCSEP is NOT a job, and participants are NOT employees of either the AARP Foundation or the host agency where they are temporarily assigned.

8) It is understood that AARP Foundation SCSEP does not conduct background checks or drug screening on participants. Host agencies may conduct background checks and drug screenings in their sole and exclusive discretion and in accordance with applicable law. The AARP Foundation SCSEP is not financially or otherwise responsible for any costs, expenses or claims associated with background checks or drug screenings.

9) The host agency agrees to have or obtain reliable technology services that would enable it to receive and send participant *Time & Attendance Reports* to and from the AARP Foundation office. Reliable technology services are those that can produce readable documents – not overly dark, overly light, blurred, or otherwise unreadable by an objectively reasonable standard. Without reliable electronic transmittal of Time and Attendance Reports, AARP Foundation SCSEP cannot provide participant stipend payments for those trained hours under SCSEP regulations and must place participants at an alternative agency.

10) The host agency agrees to provide supervision, training, and a safe work environment for each assigned participant. The host agency also agrees to the provisions outlined in the *Participant and Host Agency Handbook* as a condition of participation in the SCSEP, including AARP Foundation SCSEP's policies prohibiting discrimination, workplace violence, and harassment. Host agencies agree and acknowledge that, while on-site at the Host Agency, participants are under the direct control and supervision of the Host Agency and that the Host Agency is responsible for permitting participants to conduct any tasks that qualify for payment under the program. AARP Foundation will not assign job-training tasks to any participant pursuant to this Agreement.

11) The host agency agrees to respond to the host agency customer satisfaction survey that is issued by the U.S. Department of Labor (DOL) if randomly selected and acknowledges that completion of the survey influences continued DOL funding of the SCSEP grant. This survey is generally sent out in January, but timing is at the discretion of DOL.

12) Pursuant to SCSEP regulations, AARP Foundation, as a program administrator, is responsible for providing workers' compensation insurance for all participants, in accordance with state and federal law. The host agency is responsible for maintaining a safe working environment for participants during their normal course of duties; and to ensure that proper equipment, procedures, and safe practices are used in compliance with state and federal law. The Host Agency recognizes that if a safety violation involving a SCSEP participant occurs on the premises, AARP Foundation expects Host Agency to follow safety notification protocols as it would for its own employees. AARP Foundation has the right to coordinate onsite safety inspections with the host agency to insure that work procedures, equipment and practices are used to protect the safety of participants. If the host agency fails to adhere to reasonable safe working practices, AARP Foundation has the right to terminate the agreement for cause and for the protection of the participants.

The host agency must keep the following key safety issues in mind at all times:

- No lifting over 20 pounds
- No step stools or ladders
- Participants may not drive unless the assignment, expressly includes driving, is approved in advance by AARP Foundation and is carried out in accordance with this Section 12 and Section 13 below.
- Participants must always be supervised

13) No participant is authorized to drive as part of his or her assignment without the advance written approval of AARP Foundation. Only in exceptional situations can a participant transport other passengers and only then with the approval of the national AARP Foundation SCSEP director. If participant duties include driving a vehicle owned or operated by the host agency, the host agency shall maintain appropriate automobile liability covering participant(s) engaged in the performance of their training assignments using a vehicle owned or operated by the host agency. Applicable statutes will govern the limits of liability for Federal, state, and local government host agencies. A copy of the host agency's certification of insurance and participant's current driver's license and a motor vehicle record

(MVR) check is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP.

If the participant drives his or her own vehicle as part of his or her assignment, the Host Agency must ensure that participant maintains automobile liability insurance appropriate to cover performance of their assignments. The host agency shall also reimburse the participant for mileage if the participant drives his or her own vehicle in the performance of the host agency assignment. A copy of the host agency's certification of insurance, the participant's certification of insurance, the participant's current driver's license, and a MVR is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP.

~~14) It is understood that each party shall indemnify the other against all claims or actions that arise from the indemnifying party's performance of duties as described herein, including without limitation, claims arising from participant conduct under express instructions from the Host Agency as part of participant's assignment, claims of unpaid wages by participants that imply a breach of Section 15 hereunder, and claims arising from host agency's duty to maintain a safe working environment for participants. For the avoidance of doubt, management and control over of a participant's tasks and whereabouts while on-site at a host agency constitutes performance of the host agency's duties under this agreement and does not constitute AARP Foundation performance. The obligations of each party to indemnify the other shall survive the termination or expiration of this Agreement.~~

14) LIABILITY: Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts by omission, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional, or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to another.

15) It is understood that the AARP Foundation's SCSEP is federally funded and is required to maintain documentation (timesheets) to substantiate the expenditure of federal funds for wages. It is also understood and agreed to that AARP Foundation SCSEP shall pay the wages of a wage stipend to participants assigned to the host agency within the limits expressly set out by SCSEP regulation and communicated to host agency at the onset of participant placement. The host agency shall not permit or instruct participant(s) to perform Work beyond such limits or require participant to perform unpaid or volunteer work as part of the participant's assignment.

If the host agency permits participant(s) to perform work exceeding authorized hours, or to return to community service training assignments without prior authorization from AARP Foundation representative or past the participant's termination date, host agency shall compensate participant(s) for such time. The host agency agrees to verify, sign and return accurately completed timesheets to AARP Foundation SCSEP for processing. Timesheets must be signed by the individual participant and by a responsible supervisory official having first-hand knowledge of the hours worked by the participant.

16) It is understood that host agency must not use participants as substitutes for permanent employees. Federal regulations prohibit such a "maintenance of effort." Participants are additions to, not substitutes for, regular agency staff. A community service assignment for a participant under Title V of the Older Americans Act is permissible only if the assignment does not:

- a. Reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not SCSEP participants;
- b. Displace currently employed workers (including partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits);
- c. Impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed; and
- d. Assign or continue to assign an SCSEP participant to perform the same work or substantially the same work as that performed by any other individual who is on layoff.

17) The host agency will be listed on the *Time Attendance Report* in SCSEP records accessible by the DOL. If there are changes to a participant's supervisor, the AARP Foundation SCSEP office must be notified so that the information can be updated in the databases.

18) It is understood that all participant(s) records are subject to the Privacy Act, 5U.S.C. § 552a and neither party shall release records without written release signed by participant(s) or otherwise in accordance with law.

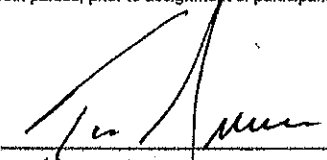
19) The host agency shall maintain all records, including original or copies of participant(s) timesheets, relating to this agreement for a period of four years. The host agency shall retain original participant(s) time sheets if faxed to AARP Foundation for payment. AARP Foundation or the DOL, through any authorized representative, shall have access to and the right to examine all records related to this agreement.

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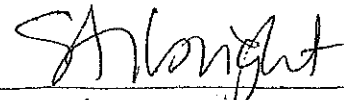


20) It is understood that either party may terminate this agreement at any time for any reason upon notification to the other party.

21) It is understood that any amendment, modification, or addendum to this agreement including changes or modifications to training assignments, must be made by mutual consent of the parties, in writing, signed and dated by both parties, prior to assignment of participant(s) to host agency or any changes being performed.

Signature:  Date: 11/1/22  
Full Legal Name: Tom Grossmann Title: President

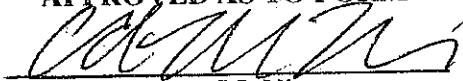
PY22 (Valid for PY22 ONLY)

Signature   
Date 10/17/22

Full Legal Name STEPHEN ALAN ALBRIGHT

Title PROJECT DIRECTOR

APPROVED AS TO FORM



Adam M. Nice  
Asst. Prosecuting Attorney

# Resolution

Number 22-1658

Adopted Date November 01, 2022

ENTER INTO AGREEMENT WITH TO ENTER INTO A YOUTH WORKSITE  
AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to enter into a Youth Worksite Agreement with the following company, as  
attached hereto and made part hereof:

Little Miami High School  
3001 E. US 22 & 3  
Morrow, OH 45152

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

**OhioMeansJobs Warren County  
TANF Youth Employment Program  
Worksite Agreement**

This agreement is entered into by and between on this 27<sup>th</sup> day of September 2022, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **Little Miami High School , 3001 E. US 22 & 3, Morrow , OH 45152**, hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Summer Youth Employment Program from date of action by the Board of Commissioners through June 30, 2023.

**WITNESSETH:**

WHEREAS, OMJWC operates a TANF Work Experience Program which may provide temporary entry level employment experiences to eligible Warren County youth from age 14 through age 24 years; and

WHEREAS, eligible worksites are needed for TANF Work Experience Program participants; and

WHEREAS, the Worksite desires to participate in the TANF Work Experience Program by providing employment opportunities for youth at the above named worksite location.

NOW THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

- A. OMJWC in conjunction with Southwest Ohio Council of Governments will provide youth recruitment, intake and job placement; payroll preparation and distribution; youth counseling; worksite visitation/evaluation; and other TANF Work Experience Program services for youth and technical assistance to the Worksite and youth, as required.
  
- B. OMJWC is mandated by law to serve only low income youth with identified barriers, as defined by the TANF Summer Youth Employment Program and Ohio's Comprehensive Case Management and Employment Program(CCMEP). The Worksite, in operating programs funded under the TANF Work Experience Program, assures that it will administer its program in full compliance with safeguards against fraud and abuse as set forth in the program regulations; that no portion of its TANF Work Experience Program will in any way discriminate against, deny services to or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, handicap or political affiliation or belief; and that it will target employment and training services to those most in need of them and best able to benefit from them.

- C. Timesheets, signed by the participant and the worksite supervisor, will be on file in the OMJWC office. The following information will be available in the TANF Work Experience Program records and/or the participant's file: name and age of participant, application, employment questionnaire, job location, job title and job description. Worksite information will be included in Attachment A of the Worksite Agreement. Additional participants may be added throughout the duration of the Worksite Agreement.
- D. Youth may be required to attend TANF Summer Youth required training sessions and seminars. These will be scheduled in advance in collaboration with the Worksite Supervisor and the TANF Work Experience Program Supervisor and Coordinator. In the event that a session takes place during the youth's regularly scheduled work time, the total time spent in paid training cannot exceed the number of hours permitted for that particular day as specified in this agreement.
- E. OMJWC or its authorized representative, the Secretary of Labor or his/her authorized representative(s) and the Governor of the State of Ohio or his/her authorized representative(s) may at all times have the right to access, and inspect when necessary and without prior notice, the place of work under this agreement and any records pertinent to this agreement, to assure the progress and quality of training or to determine compliance with the agreement's terms.
- F. The Worksite agrees that the services of the TANF Work Experience Program participants will not displace regular employees, but will be used to augment the regular workforce or for special programs designed for youth. Further, any Worksite that has laid-off an employee within a requested job classification will not have its request filled until twelve months from the date that the lay-off occurred.
- G. The Worksite agrees that youth will not be involved in programs or activities which are in violation of Federal or State regulations, as amended, governing religious/sectarian or political activities.
- H. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, the Board of Warren County Commissioners and their employees from liability of any nature arising from the participation in TANF Summer Youth funded programs, including, but not limited to: cost and expenses for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property resulting in whole or in part from negligent performance or omission of an employee, agent or representative of the Worksite, as well as the youth and other individuals working for the Worksite agency pursuant to this agreement.
- I. The Worksite agrees to provide, at their expense, adequate and qualified adult supervision. The Worksite must be responsible for assuring the Worksite Supervisors comply with the requests of the TANF Work Experience Program Coordinator regarding issues related to TANF Work Experience Program participants and in particular, maintain accurate youth timesheets. The Worksite

Supervisor will be held responsible for keeping accurate records of hours worked by each youth.

The Worksite agrees to maintain open communication with monitoring staff assigned to the site and to reply to requests for information in a timely manner.

Wages requested must be for hours worked (or spent in OMJWC approved training/counseling sessions scheduled during regular work hours only). Time sheets must be signed by each youth and his/her supervisor before payroll checks can be issued. Records pertinent to this agreement shall be retained by the worksite for the duration of the program and thereafter delivered to OMJWC within seven days to be properly stored.

- J. The Worksite assures that no person under its employment who presently exercises any functions or responsibilities in connection with OMJWC or TANF Summer Youth funded projects or programs, has or had any financial interest, direct or indirect; in this agreement, nor will the Worksite hire any person having such financial interest.
- K. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- L. The Worksite agrees to abide by all Federal, State and local labor laws; State of Ohio and Federal Child Labor Law restrictions (Attachment B); Civil Rights Provisions which include, but are not limited to, Title VI and VII of the 1964 Civil Rights Act; Ohio Revised Code 4112; Age Discrimination Enforcement Act; Rehabilitation Act of 1973; as well as any and all amendments thereto.
- M. The Worksite agrees and understands that participation in TANF Work Experience Programs requires no compensation of any kind to either party, and that there will be no compensation of any kind made to the Worksite.
- N. The Worksite shall comply with all Federal and State Occupational Safety and Health Regulations (OSHA) dealing with safety of workers on the worksite. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, The Board of Warren County Commissioners, the Area 12 Council of Governments, Area 12 Workforce Investment Board and their employees, from any and all liability that may arise as a result of an OSHA violation.
- O. Any changes in supervision, Worksite location, work duties or schedule for youth assigned to the Worksite, or any other changes in this Agreement, will be made only with prior written notification to and written approval from the OMJWC TANF Work Experience Program Coordinator. Failure to follow this procedure may result in immediate termination of the Worksite Agreement at the sole discretion of OMJWC.
- P. The Worksite and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s).

OMJWC will notify the Worksite if there will be a reduced number or no placement of youth due to the unavailability of youth within fifteen (15) days after the beginning of the program.

Q. This agreement may be terminated without cause ten days following the receipt of written notice of termination given by either party. This agreement may be immediately terminated without legal or financial liability of OMJWC for the causes listed below:

1. If supervision provided is deemed inadequate;
2. If there is insufficient work for the youth;
3. If there is a lack of funds or if funding becomes unavailable to the OMJWC;
4. If the Worksite refuses to accept any additional conditions that may be imposed upon the Worksite by the Department of Labor, the State of Ohio Department of Job and Family Services or the OMJWC or if the Worksite, in the sole opinion of the OMJWC, fails to comply with any provisions of this agreement or any provision of the TANF Work Experience Program or any memorandum, policy, bulletin, etc. of the Ohio Department of Job and Family Services or the OMJWC.

R. INSURANCE

Vendor (worksite) shall provide liability insurance coverage as follows:

Vendor (worksite) shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. [if applicable] Vendor (worksite) shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Vendor(worksite)further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Vendor (worksite) shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

By endorsement to the Comprehensive General Liability or Professional Liability coverage, Warren County shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

Vendor (worksite) shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Vendee in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by

the insurer to the Vendee not less than 30 days prior to said cancellation date. Vendor (worksite) shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

S. This agreement may be modified upon mutual consent of both parties.

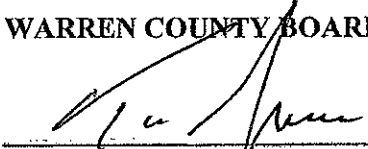
T. **GROUND FOR DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be indicated in the space provided below. The Worksite may add rules or reinforce rules, but no rules may be deleted from Attachment C. It is agreed that the rules indicated in Attachment C will be in effect at the Worksite.

Rule:	Group:
<i>See Handbook</i>	

U. **CERTIFICATIONS:** The undersigned individuals have read and fully comprehend all statements in this Worksite Agreement and signify by their signatures a voluntary intent to be fully bound by the provisions of this agreement as well as any and all attachments which are explicitly merged and incorporated into the agreement. In addition, the organized labor representative, if applicable, reviewing this agreement expressly stipulated by his/her below affixed signature that he/she has read, understands and voluntarily concurs with the Worksite Agreement. A copy of the completed Worksite Agreement will be returned to the Worksite Administrator after being reviewed and signed by the OMJWC representative. The Worksite is to retain its copy of the Worksite agreement in its files for the duration of the program year.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 1<sup>st</sup>  
day of November, 2022.

**WARREN COUNTY BOARD OF COMMISSIONERS:**

  
\_\_\_\_\_  
David G. Young, President  
*Tom Grossmann*

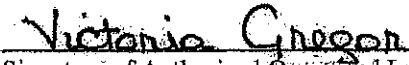
**WORKSITE:**

Little Miami High School  
Worksite Name

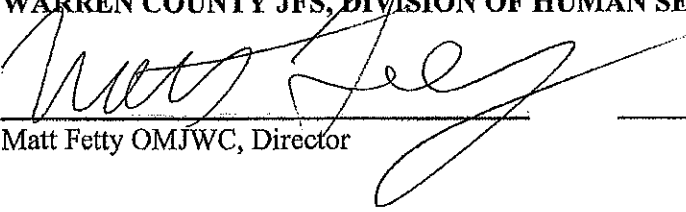
  
\_\_\_\_\_  
Signature/Worksite Administrator      9/27/22  
Date

Little Miami High School Principal  
Title of Worksite Administrator

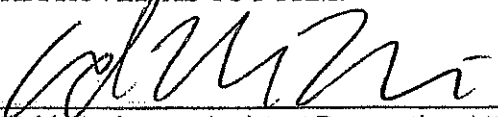
If applicable, an Organized Labor Representative should review this agreement and stipulate by his/her signature below that he/she has read, understands, and voluntarily concurs with the execution of the Worksite Agreement.

  
\_\_\_\_\_  
Signature of Authorized Organized Labor Representative      8/22/22  
Date

**WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES**

  
\_\_\_\_\_  
Matt Fetty OMJWC, Director      10/26/22  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Keith Anderson, Assistant Prosecuting Attorney  
*Adam M. Nice*



Attachment A

Warren Co. TANF Summer Youth Employment Program  
Request Form

I. Agency Information:

Agency Name: Little Miami High School  
 Address: 3001 E. US 22 & 3 Morrow OH, 45152  
 Phone: \_\_\_\_\_ E-mail \_\_\_\_\_  
 Agency Administrator: Greg Pauer  
 Contact Person: Victoria Gomez  
 FEIN#: \_\_\_\_\_

II. Program Information: Work for the youth will begin at the worksite on or about \_\_\_\_\_ and continue until on or about \_\_\_\_\_. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of \_\_\_ hours per week, normally \_\_\_ hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

All youth must be supervised. Please review the job description included in the worksite packet, which briefly outlines responsibilities of a Worksite Supervisor. All supervisors must be adequately oriented before a youth may begin work.

Please provide all of the information requested below for each worksite.

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
HIGH SCHOOL	VICTORIA GOMEZ (513) 899-3781	10	14-18	From: 8:00 AM To: 8:00 PM	<input checked="" type="radio"/> Yes <input type="radio"/> No
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No

III. Job Description(s): Each worksite, even if located in the same building (i.e. clerical and custodial) should be listed as a separate worksite.

Worksite #1 High School : Custodial.

Worksite #2 High School Trade + Field : Grounds Work.

Worksite #3 \_\_\_\_\_

Worksite #4 \_\_\_\_\_

Worksite #5 \_\_\_\_\_

IV. Additional Information:

Is your agency planning to have youth use power-driven machinery and/or perform any "hazardous occupational orders"? (Please refer to Child Labor Laws)

Yes  No If yes, please describe the type of power-driven machinery to be used and/or "Hazardous" work tasks.

NO HAZARDOUS WORK!

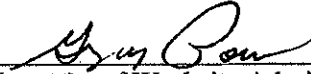
Training and safety instructions must be provided by worksite personnel if skilled or special equipment is required to perform the tasks described in this agreement. Youth work activities are governed by the applicable State and Federal Child Labor Laws.

If weather or other factors do not permit the regularly scheduled work to be done, please describe the contingency plan of work duties for youth employees.

Always when work available

Additional rules or policies to be followed at the worksite during work time are listed in the Worksite Agreement. These rules will be in addition to the disciplinary rules provided in Attachment C of the Worksite Agreement.

The undersigned individuals signify by their signatures that they have read and fully comprehend all statements in this TANF Work Experience Program request Form and that they understand and agree that this is a request form only and that it does not guarantee the placement of TANF Summer Youth at the worksite (s) requested.

  
Signature of Worksite Administrator/Title

9/27/22  
Date



10/21/22

Matt Fetty, Director, OhioMeansJobs Warren County

Date

Attachment B  
Minor Labor Laws

**In accordance with State of Ohio Child Labor Laws, 14 and 15 years olds MAY**

**NOT:**

1. Operate electric or gas lawn mowers
2. Operate string or blade trimmers, weed eaters or weed whips.

**In accordance with the State of Ohio Child Labor Laws, minors under the age of 16 MAY NOT be involved in the following tasks:**

1. Operating a tractor of over 20 PTO (Power take Off) horsepower or connecting or disconnecting an implement of any of its parts to or from such a tractor.
2. Operate a power post hole digger, post driver, or non-walking type rotary tiller or power mover;
3. Operate or assist in the operation of (including starting, stopping, adjusting, feeding or any activity involving physical contact with the operation of)
4. Work from a ladder or scaffold
5. Drive a bus, truck or automobile when transporting passengers.
6. Handle or apply agricultural chemicals classified under the Federal Fungicide and Rodenticide Act (7 U.S.C. 135 et. Seq.) as Category I toxicity, identified by the "skull and crossbones" on the label or Category II of toxicity, identified by the word "WARNING" on the label.
7. Work in connection with cars, trucks or busses involving the use of pits, racks, lifting apparatus or involving inflation of any tire mounted on a rim equipped with a removable retaining ring.

**In accordance with the State of Ohio Child Labor Laws, minors under the age of 18 MAY NOT be involved in the following tasks:**

1. Operating or helping to operate the following power driven tools:
  - a. Circular saws
  - b. Band saws
  - c. Guillotine shears.
2. Setting up, adjusting, repairing, oiling or cleaning circular saws, band saws or guillotine shears.
3. Excavating, working in or backfilling (refilling) trenches except:
  - a. Manually excavating or manually backfilling trenches that do not exceed (4) feet in depth at any point.
4. Using fertilizers, fungicides, insecticides, rodenticides or herbicides.

When there is disagreement between State and Federal Child Labor Laws, the most restrictive standard is to be used. Attached is a summary of the comparison of the State and Federal requirements.

Attachment C

GROUPS FOR DISCIPLINARY ACTIONS AND PENALTIES

GROUP I OFFENSES

FIRST OFFENSE- Written reprimand

SECOND OFFENSE- Written reprimand, counseling

THIRD OFFENSE – Three days suspension

FOURTH OFFENSE – Termination

1. Failure to call in about missing work – for any reason.
2. Creating or contributing to unsanitary or unsafe conditions, including risking of personal safety (spitting, hitting, etc.)
3. Failure to use reasonable care of agency property or equipment
4. Bringing a friend to the worksite during work hours
5. Not responding to a reasonable request from a supervisor

GROUP II OFFENSES

FIRST OFFENSE – Written reprimand, counseling

SECOND OFFENSE - Three (3) day suspension WITHOUT PAY

THIRD OFFENSE- Termination

1. Unauthorized use of agency property or equipment
2. Willful disregard of department rules
3. Use of abusive or threatening language toward supervisors, co-workers or other persons
4. Malicious mischief, horseplay, wrestling or other undesirable conduct

GROUP III OFFENSES

FIRST OFFENSE – Mandatory counseling sessions (determined by degree of offense)

SECOND OFFENSE – Termination

1. Being in possession of or drinking alcoholic beverages or controlled substances without a bona-fide prescription while on the job
2. Wanton or willful neglect in performance of assigned duties or in the care, use or custody of county property or equipment.
3. Abuse or deliberate destruction in any manner of county property or employees
4. Signing or altering other employees' time cards or unauthorized altering of own time card
5. Stealing or similar conduct including destroying, damaging or concealment of any property of the county or other employees
6. Fighting or attempting injury to any other persons.

# Resolution

Number 22-1659

Adopted Date November 01, 2022

DECLARE VARIOUS ITEMS WITHIN BOARD OF DEVELOPMENTAL DISABILITIES, FACILITIES MANAGEMENT, SHERIFF'S OFFICE, TELECOMMUNICATIONS, PROSECUTOR'S OFFICE AND HEALTH DEPARTMENT AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

BE IT RESOLVED, to authorize disposal of various items from Board of Developmental Disabilities, Facilities Management, Sheriff's Office, Telecommunications, Prosecutor's Office and Health Department in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tm

cc: 2022 Auction file  
Facilities Management (file)  
Brenda Quillen, Auditor's Office

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

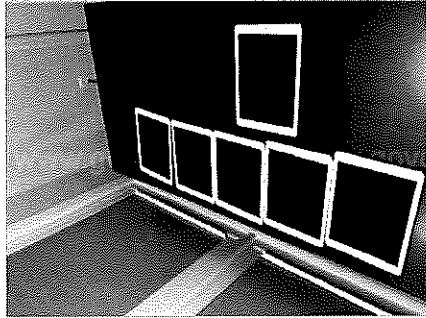
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## 7- iPad Air 2

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition	Category	Inventory ID
Used/See Description	Electronics, Personal	BDD22060

Lot includes 7 iPad Air 2. WILL NOT SHIP  
 \*\*Pick Up at 42 Kings Way Lebanon, Oh 45036\*\*

### ? Questions and Answers

There are currently no questions posted for this asset.

### >> Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Priscilla Hahn</a> (Phone: 513-228-6421)
Asset Location	107 Oregonla Rd Lebanon, Ohio 45036-3903 <a href="#">Map to this location</a>

### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

### \$ Payment

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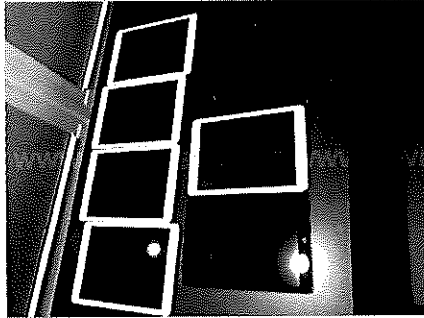
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## 7- iPad Air 2

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Electronics, Personal	BDD22059

Lot Includes 7 iPad Air 2. WILL NOT SHIP  
 \*\*Pick Up at 42 Kings Way Lebanon, Oh 45036\*\*

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Priscilla Hahn</a> (Phone: 513-228-6421)
Asset Location	107 Oregonia Rd Lebanon, Ohio 45036-3903 <a href="#">Map to this location</a>

### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

### \$ Payment

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## 3- iPhone 7 Plus

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Electronics, Personal	BDD22058

Lot includes 3 iPhone 7 Plus. WILL NOT SHIP  
 \*\*Pick Up at 42 Kings Way Lebanon, Oh 45036\*\*

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Priscilla Hahn</a> (Phone: 513-228-6421)
Asset Location	107 Oregonia Rd Lebanon, Ohio 45036-3903 <a href="#">Map to this location</a>

### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

### \$ Payment



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## FRIGIDAIRE REFRIGERATOR

Auction Ends **11/9/22 12:24 PM ET**

Starting Bid **\$5.00**

Bid Increment **\$2.00**

Minimum Bid **\$5.00**

[Terms and Conditions](#)

Sign In to Place Bid

**0** visitors

### Model

FRIGIDAIRE

### Condition

Used/See Description

### Category

Furniture/Furnishings

### Inventory ID

FAC220286

Up for auction is a Frigidaire Refrigerator. The appliance was working when it was unplugged. Sold as is.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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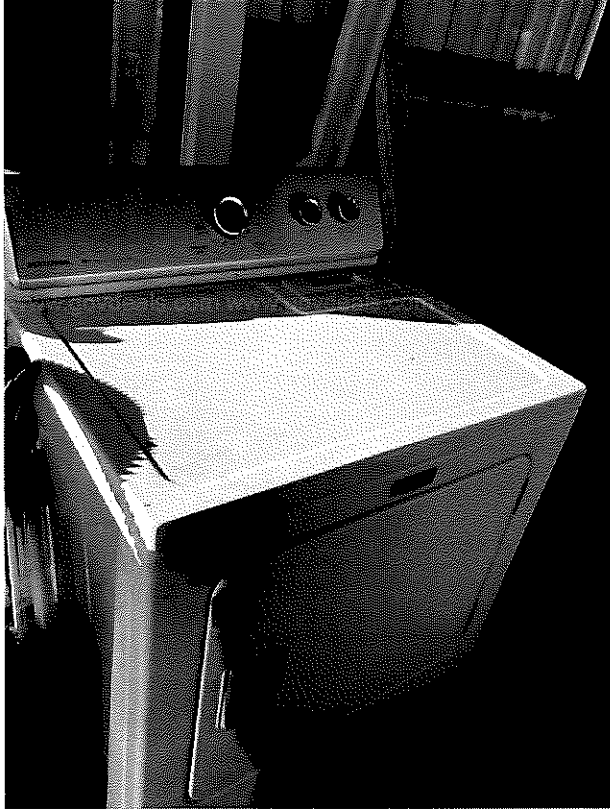
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## CENTENNIAL DRYER

Auction Ends **11/9/22 12:33 PM ET**

Starting Bid **\$5.00**

Bid Increment **\$2.00**

Minimum Bid **\$5.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

### Model

CENTENNIAL

### Condition

Used/See Description

### Category

Furniture/Furnishings

### Inventory ID

FAC220287

Up for auction is a Centennial Dryer. The appliance was working when it was unplugged. Sold as is.

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information

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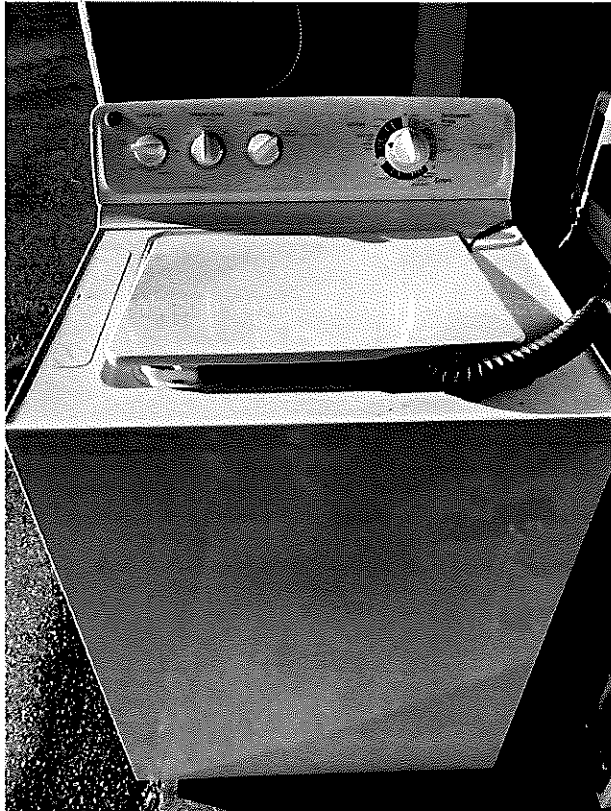
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## GE WASHER

Auction Ends **11/9/22 2:48 PM ET**

Starting Bid **\$5.00**

Bid Increment **\$2.00**

Minimum Bid **\$5.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

### Model

GE

### Condition

Used/See Description

### Category

Furniture/Furnishings

### Inventory ID

FAC220288

Up for auction is a GE Washer. The appliance was working when it was unplugged. Sold as is.

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information

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## 2 DESKS

Auction Ends **11/9/22 2:51 PM ET**

Starting Bid **\$5.00**

Bid Increment **\$2.00**

Minimum Bid **\$5.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

**Condition**

**Category**

**Inventory ID**

Used/See Description

Furniture/Furnishings

FAC220289

Up for auction are 2 desks.

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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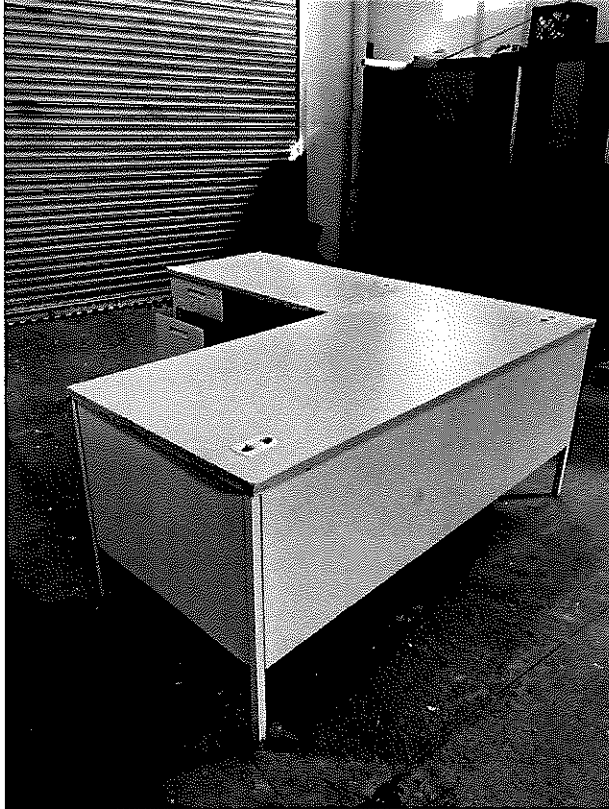
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## 3 METAL L-SHAPED DESKS

Auction Ends **11/9/22 2:57 PM ET**

Starting Bid **\$5.00**

Bid Increment **\$2.00**

Minimum Bid **\$5.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC220290

Up for auction are 3 metal l-shaped desks. Other items in photo not included.  
As is.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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## 3 METAL L-SHAPED DESKS

Auction Ends **11/9/22 7:54 AM ET**

Starting Bid **\$5.00**

Bid Increment **\$2.00**

Minimum Bid **\$5.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

**0** visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC220291

Up for auction are 3 metal l-shaped desks with return on right. Lot includes 3 desks as pictured. As is.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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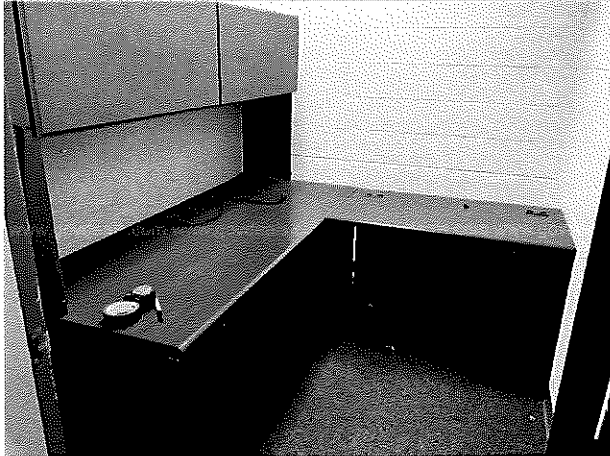
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## L-SHAPED DESK WITH HUTCH

Auction Ends **11/9/22 8:01 AM ET**

Starting Bid **\$5.00**

Bid Increment **\$2.00**

Minimum Bid **\$5.00**

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Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC220292

Up for auction is 1 l-shaped desks with hutch.  
As is.

### ? Questions and Answers

There are currently no questions posted for this asset.

### >> Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Tammy May</a> (Phone: 513-695-1278)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

### Q Inspection

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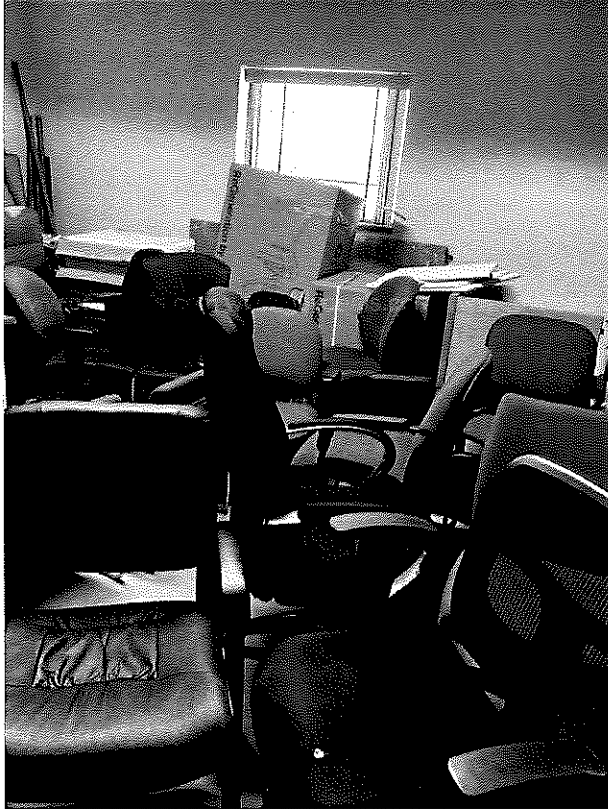
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## 17 ASSORTED OFFICE CHAIRS

Auction Ends **11/9/22 8:11 AM ET**

Starting Bid **\$5.00**

Bid Increment **\$2.00**

Minimum Bid **\$5.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

**0** visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

FAC220293

Up for auction are 17 assorted office chairs.  
As is.

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



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## 6 FILING CABINETS - 5 DRAWER

Auction Ends	11/9/22 8:14 AM ET
Starting Bid	\$5.00
Bid Increment	\$2.00
Minimum Bid	\$5.00

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	FAC220294

Up for auction are 6 filing cabinets, 5 drawer.  
As is.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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## 2 FILING CABINETS

Auction Ends **11/9/22 8:17 AM ET**

Starting Bid **\$5.00**

Bid Increment **\$2.00**

Minimum Bid **\$5.00**

[Terms and Conditions](#)

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	FAC220295

Up for auction are 2 filing cabinets as pictured.  
Buyer responsible for loading.

As is.

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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## 2 METAL STORAGE CABINETS

Auction Ends **11/9/22 8:25 AM ET**

Starting Bid **\$5.00**

Bid Increment **\$2.00**

Minimum Bid **\$5.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

**0** visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

FAC220296

Up for auction are 2 metal storage cabinets as pictured. Buyer responsible for loading.

As is.

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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## 4 OVERHEAD CABINETS

Auction Ends **11/9/22 8:29 AM ET**

Starting Bid **\$5.00**

Bid Increment **\$2.00**

Minimum Bid **\$5.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

**0** visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	FAC220297

Up for auction are 4 overhead cabinets like the one pictured.  
Buyer responsible for loading.

As is.

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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## LONG WOODEN BENCH - 9' 7"

Auction Ends **11/9/22 8:34 AM ET**

Starting Bid **\$5.00**

Bid Increment **\$2.00**

Minimum Bid **\$5.00**

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Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC220298

Up for auction is a wooden bench, 9' 7" long. Can be bolted to floor. Buyer responsible for loading.

As is.

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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## TABLE & DESK

Auction Ends **11/9/22 8:39 AM ET**

Starting Bid **\$5.00**

Bid Increment **\$2.00**

Minimum Bid **\$5.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC220299

Up for auction is a small table and desk.  
Buyer responsible for loading.

As is.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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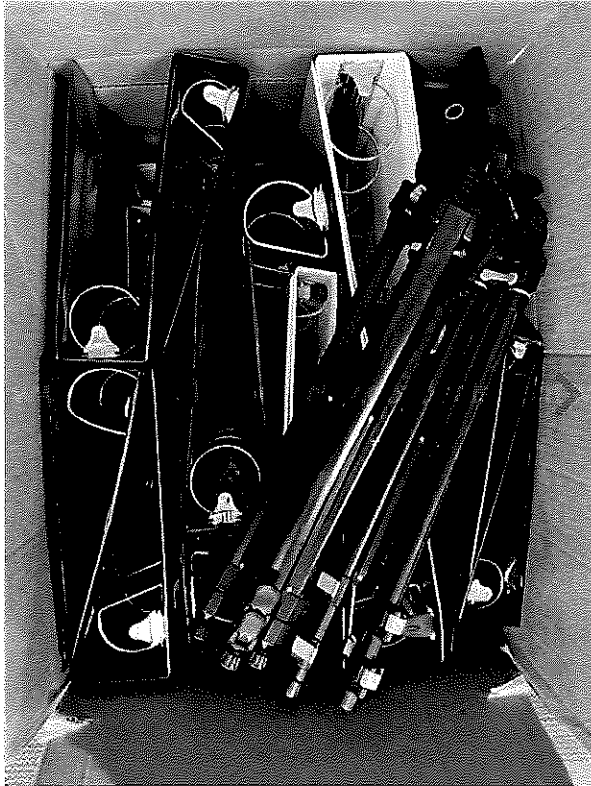
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## Office Supplies, Cameras, Safe

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Office Equipment/Supplies	SHF22001

Binders, Toners, Cameras, Tripods, Desk File Organizers, Wall File Organizers, Safe, Pens, Labels, Paper, File Folders, Flip Board and Paper, Trifold Display Board

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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## ELO ET1915L Computer Monitor

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

**0 visitors**

**Make/Brand**

**Model**

ELO

ET1915L-7CQA-1-G

**Condition**

**Category**

**Inventory ID**

Used/See Description

Computers, Parts, and Supplies

TEL22042

unknown working condition; as is

### ? Questions and Answers

There are currently no questions posted for this asset.



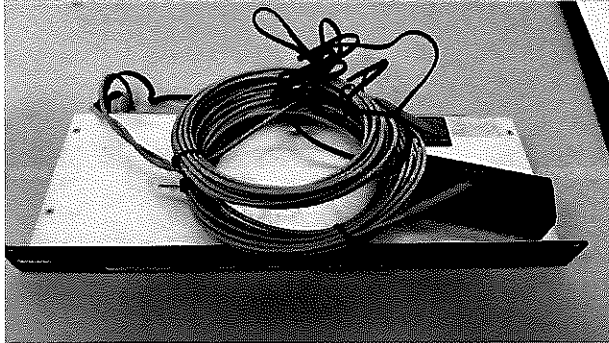
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## Braodcast Tools Sentinel 16

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Make/Brand	Model	VIN/Serial
Broadcast tools	Sentinel 16	n/a
Condition	Category	Inventory ID
Used/See Description	Audio/Visual Equipment	TEL22041

unknown working condition; as is

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Kristy Oeder</a> (Phone: 513-695-1319)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

### Q Inspection

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## Motorola TENSr 800 ; Larus Route Switch Distant Terminal

Auction Ends **ET**  
Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

**Make/Brand**

Motorola; Larus

**Model**

TENSr; RouteSwitch

**Quantity**

Lot 1

**Condition**

Used/See Description

**Category**

Audio/Visual Equipment

**Inventory ID**

TEL22040

unknown working condition for these items; as is

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



**Seller Name**

Warren County, OH

**Asset Contact**

[Kristy Oeder](#) (Phone: 513-695-1319)

**Asset Location**

430 Justice Dr  
Lebanon, Ohio 45036-2384

[Map to this location](#)

### Q Inspection

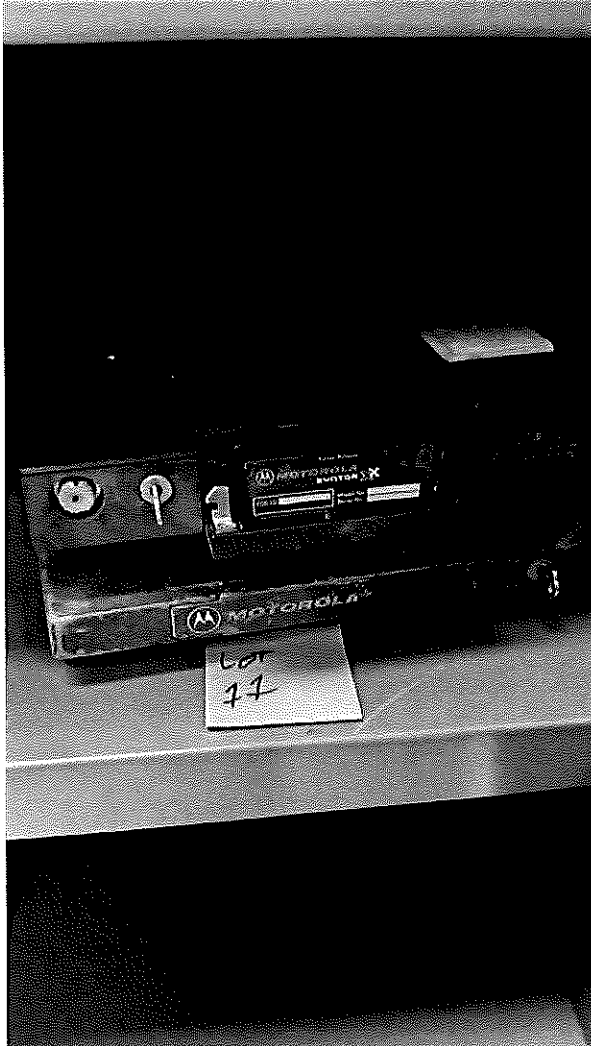
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## Motorola Syntor and Micor 2-way Radio

Auction Ends **ET**

Starting Bid **\$0.00**

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[Sign In to Place Bid](#)

0 visitors



Make/Brand		Model	
Motorola		SYNTOR; MICOR	
Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Audio/Visual Equipment	TEL22039

unknown working condition of these items; as is

### ? Questions and Answers

There are currently no questions posted for this asset.

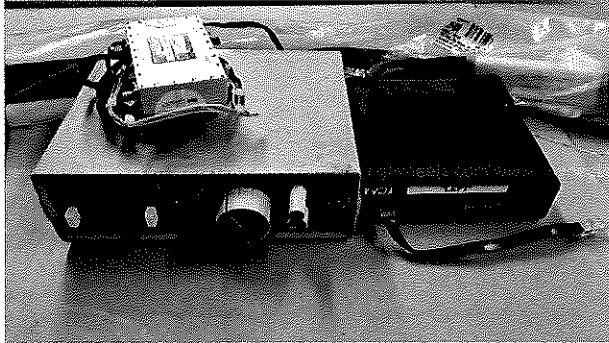
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RFS Flex Twist Wave guide;Laf-Tec Audio test set;CPI TPS200; TRW 8ghz converter

Auction Ends **ET**  
 Starting Bid **\$0.00**

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0 visitors

Make/Brand	Model		
RFS;Laf-tec;CPI;TRW	Flex Twist;TS-1;TPS200;S1		
Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Audio/Visual Equipment	TEL22038

unknown working conditions for these items; as is

## ? Questions and Answers

There are currently no questions posted for this asset.

## >> Seller Information



**Seller Name** Warren County, OH

**Asset Contact** [Kristy Oeder](#) (Phone: 513-695-1319)

**Asset Location** 430 Justice Dr  
 Lebanon, Ohio 45036-2384  
[Map to this location](#)

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## PRO-2003 Realistic Scanner

Auction Ends **ET**

Starting Bid **\$0.00**

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Sign In to Place Bid

0 visitors

Make/Brand	Model	VIN/Serial
Realistic	Pro-2003	20-117
Condition	Category	Inventory ID
Used/See Description	Audio/Visual Equipment	TEL22037

unknown working condition; as is

### ? Questions and Answers

There are currently no questions posted for this asset.

### >> Seller Information



Seller Name	Warren County, OH
Asset Contact	<a href="#">Kristy Oeder</a> (Phone: 513-695-1319)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

### Q Inspection

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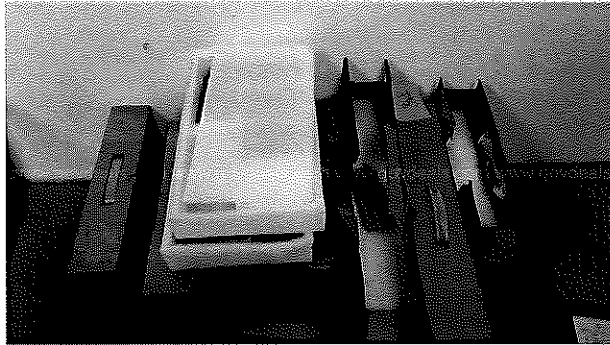
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## (10) MCM custom audio HDMI Cat5e extender; 2 Port VGA Splitter

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

### Make/Brand

MCM and unknown

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Audio/Visual Equipment	TEL22036

unknown working condition of these items

### ? Questions and Answers

There are currently no questions posted for this asset.

### >> Seller Information



<b>Seller Name</b>	Warren County, OH
<b>Asset Contact</b>	<a href="#">Kristy Oeder</a> (Phone: 513-695-1319)
<b>Asset Location</b>	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

### Q Inspection

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## Lot of (8) Dell Computer Towers, (2) Dell Monitors, (8) Dell Keyboards, and (4) Mice

Auction Ends **11/9/22 8:27 AM ET**

Starting Bid **\$5.00**

Bid Increment **\$2.00**

Minimum Bid **\$5.00**

[Terms and Conditions](#)

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0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts, and Supplies	PRO22001

Five (5) Dell OptiPlex 7020 computer towers (hard drives removed); one (1) Dell OptiPlex 9020 computer tower (hard drive removed); two (2) Dell OptiPlex 7040 computer towers (hard drives removed); two (2) Dell 19" monitors (bad backlights); eight (8) Dell keyboards, and four (4) mice.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller information

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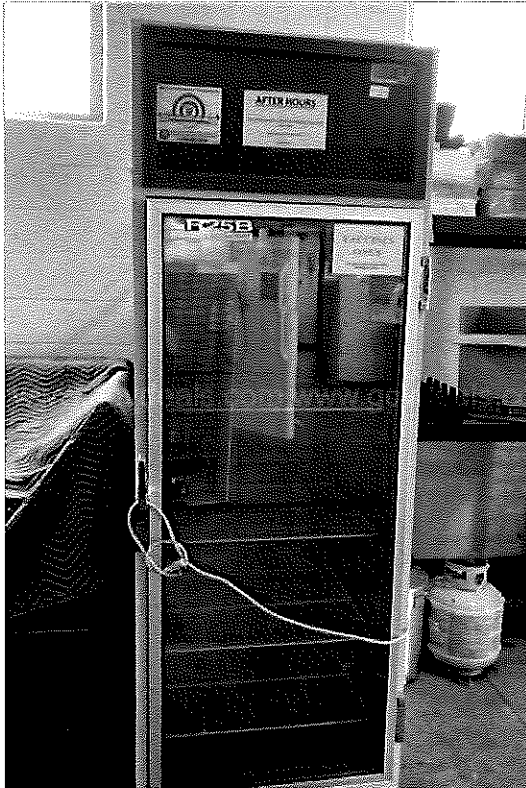
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## Vaccine Refrigerator

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Year	Make/Brand	Model	VIN/Serial
2002	Jewitt	LR25BS1-1BG	X30M-606368-YM
Condition	Category	Inventory ID	
Used/See Description	Medical Equipment and Supplies	WCHD 1254	

Vaccine Refrigerator Unit Unit gets cold but does not hold temp's as needed for vaccines

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



# Resolution

Number 22-1660

Adopted Date November 01, 2022

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 10/25/22 and 10/27/22 as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor ✓

# Resolution

Number 22-1661

Adopted Date November 01, 2022

## ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTIONS

WHEREAS, pursuant to Resolutions #10-0948 and #16-1936, this Board authorized approval of necessary financial documents in their absence by the County Administrator, Deputy County Administrator, or Clerk of Commissioners; and

WHEREAS, it is necessary to approve various financial transactions in order to make timely payments; and

NOW THEREFORE BE IT RESOLVED, to acknowledge approval of financial transactions as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor   
Supplemental App. file  
OMB (file)

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS' OFFICE  
GENERAL FUND #11011112

BE IT RESOLVED, to approve the following supplemental appropriation for the BOCC  
Operational Transfer for Water & Sewer Interest Revenue for remainder of 2022:

\$130,000.00 into #11011112-~~57~~97 (General Fund – BOCC OT Operational Trans)

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

- Mr. Grossmann –
- Mr. Young –
- Mrs. Jones –

Resolution adopted this day of November 2022.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor \_\_\_\_\_  
Supplemental App. file  
OMB (file)

*T. Zundel*  
*to be ratified 11-1-22*

# Resolution

Number 22-1662

Adopted Date November 01, 2022

APPROVE SUPPLEMENTAL APPROPRIATION WITHIN LOCAL FISCAL RECOVERY  
FUND #2211

WHEREAS, in order to provide funds for authorized projects, it is necessary to appropriate into the correct fund, and

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 1,304,000.00 from #22111110-5410 (Contracts BOCC Approved)  
into #22111110-5997 (Operational Transfers)

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

cc: Auditor   
OGA (file)  
OMB

# Resolution

Number 22-1663

Adopted Date November 01, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO ROAD INFRASTRUCTURE FUND  
#4451

BE IT RESOLVED, to approve the following supplemental appropriation for the Transportation Improvement District:

\$2,000,000.00 into #44513120-5910 (Road Infrastructure – Other Expense)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 22-1664

Adopted Date November 01, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO HEALTH INSURANCE FUND  
#6632

WHEREAS, a supplemental appropriation is required in order to process Pharmacy Claims; and

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

\$200,000.00 into #66320100-5932 (Health Ins – Medical/Rx Claims)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
OMB (file)

# Resolution

Number 22-1665

Adopted Date November 01, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO FACILITIES MANAGEMENT FUND #11011600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Facilities Management Fund #11011600 in order to process a vacation leave payout for Chelsea Morris former employee of the Facilities Management:


\$50.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011600-5882	(Facilities Management - Vacation Leave Payout)

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Facilities Management (file)  
OMB

# Resolution

Number 22-1666

Adopted Date November 01, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO COMMON PLEAS COURT SERVICES FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Common Pleas Court Services Fund #11011223 in order to process a vacation leave payout for Kristen Pennybacker former employee of the Common Pleas Court Services:

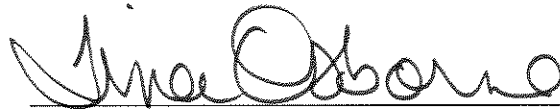
\$330.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011223-5882	(CPC – Court Services - Vacation Leave Payout)

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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



# Resolution

Number 22-1667

Adopted Date November 01, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN DOMESTIC RELATIONS COURT  
FUND #10111230

BE IT RESOLVED, to approve the following appropriation adjustment:


\$2,500.00	from	11011230-5910	(Other Expenses)
	into	11011230-5370	(Software – Non-Data Bd.)

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Appropriation Adj. file  
Domestic Relations (file)

# Resolution

Number 22-1668

Adopted Date November 01, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND  
#1011240

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court  
fund #11011240:

\$ 1,100.00	from	11011240-5415	(Juv CT Attorney-Indigent)
	into	11011240-5910	(Juv CT Other Expense)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

# Resolution

Number 22-1669

Adopted Date November 01, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE MARY HAVEN FUND #2270

BE IT RESOLVED, to approve the following appropriation adjustments within Mary Haven Fund #2270 to process a vacation payout for a former employee:

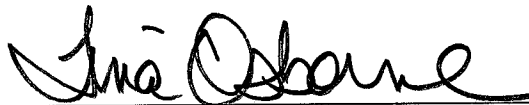
\$2,000.00	from	22701240-5102	(Regular Salaries)
	into	22701240-5882	(Vacation Leave Payout)

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Appropriation Adj. file  
Juvenile - Mary Haven (file)

# Resolution

Number 22-1670

Adopted Date November 01, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN BOARD OF ELECTIONS FUND  
#11011300

BE IT RESOLVED, to approve the following appropriation adjustments:

\$5,000	from #11011300-5317	(Non-Capital Purchases)
	into #11011300-5210	(Materials & Supplies)
\$10,000	from #11011300-5370	(Software)
	into #11011300-5210	(Materials & Supplies)
\$25,000	from #11011300-5370	(Software)
	into #11011300-5111	(Part Time Salaries)
\$3,326.76	from #11011300-5370	(Software)
	into #11011300-5108	(Election Board)

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 22-1671

Adopted Date November 01, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,315.00	from	#11012100-5940	(Coroner – Travel)
	into	#11012100-5102	(Coroner –Regular Salaries)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor              
Appropriation Adjustment file  
Coroner (file)

# Resolution

Number 22-1672

Adopted Date November 01, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustment:

\$100.00	from	#11012100-5940	(Coroner – Travel)
	into	#11012100-5871	(Coroner – Medicare)

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Coroner (file)

# Resolution

Number 22-1673

Adopted Date November 01, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND  
11012200

BE IT RESOLVED, to approve the following appropriation adjustment within Warren County Sheriff's Office Fund #1101:

\$2,000.00	from	11012200-5210	(Sheriff Material & Supplies)
	into	11012200-5400	(Sheriff Purchased Services)
\$3,000.00	from	11012200-5210	(Sheriff Material & Supplies)
	into	11012200-5855	(Sheriff Clothing/Personal Equip)

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 22-1674

Adopted Date November 01, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 62,000      from #11012812- 5102      (Regular Salaries)  
                 into #11012810- 5102      (Regular Salaries)

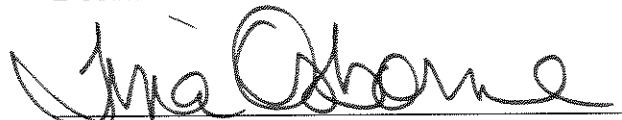
\$ 52,000      from #11012810-5317      (Non-Capital Purchases)  
                 into #11012810-5102      (Regular Salaries)

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Telecom (file)



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1675

Adopted Date November 01, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN EMERGENCY SERVICES/  
COMMUNICATIONS FUND #11012850

BE IT RESOLVED, to approve the following appropriation adjustment:

\$8,000.00    from    #11012850-5400    (Purchased Services)  
                  into    #11012850-5370    (Software – Non-Data Bd.)

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Emergency Services (file)

# Resolution

Number 22-1676

Adopted Date November 01, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN HUMAN SERVICES FUND #2203

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1200.00	from #22035310-5317	(Non-Capital Purchases)
	into #22035310-5370	(Software Non-Data Board Approval)
\$2800.00	from #22035310-5317	(Non-Capital Purchases)
	into #22035310-5749	(Children Services)
\$5000.00	from #22035310-5114	(Overtime Pay)
	into #22035310-5749	(Children Services)
\$41,000.00	from #22035310-5102	(Regular Salaries)
	into #22035310-5749	(Children Services)

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Human Services (file)

# Resolution

Number 22-1677

Adopted Date November 01, 2022

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN WORKFORCE INVESTMENT  
BOARD FUND #2238

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,000	from	#22385800-5940	(WIB – Travel)
	into	#22385800-5911	(WIB – Non-Taxable Meal Fringe)

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj file  
Workforce Investment Board (file)

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

# Resolution

Number 22-1678

Adopted Date November 01, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND  
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$6,000.00	from	#22735100-5102	(Regular Salaries/On-Call Staff)
	into	#22735100-5114	(Overtime Pay)

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerkjc/

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

# Resolution

Number 22-1679

Adopted Date November 01, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND  
NO. 5510

WHEREAS, the Water and Sewer Department incurs costs for five (5) GNSS Handheld Receivers; and

WHEREAS, the GNSS Handheld Receivers must be approved through the Warren County Data Board; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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

\$20,000.00	from	55103200 - 5317	(Non-Capital Purchase)
	into	55103200 - 5318	(Data Board Approved Non-Capital)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor   
Appropriation Adj. file  
Water/Sewer (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1680

Adopted Date November 01, 2022

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc:

Commissioners' file

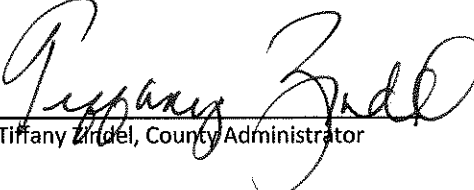
## REQUISITIONS

Department	Vendor Name	Description	Amount
ENG	SOUTHEASTERN EQUIPMENT CO INC	ENG 2023 TRACKHOE W/BUCKETS &	\$ 115,219.00
HUM	LIFESPAN INC	HUM APS GUARDIANSHIP SERVICES	\$ 1,600.00
WAT	RED VALVE COMPANY	SEW KG COARSE BUBBLE MIXING SY	\$ 137,950.00

## PO CHANGE ORDER

Department	Vendor Name	Description	Amount
WAT	WARREN COUNTY ENGINEER	KING AVE BRIDGE WATER CONSTRUCTION	\$ 1,032,666.25 DECREASE

11/1/2022 APPROVED:



Tiffany Zirdel, County Administrator

# Resolution

Number 22-1681

Adopted Date November 01, 2022

APPROVE APPOINTMENT OF GARY HUBBS, CHIEF BUILDING OFFICIAL, TO THE WARREN COUNTY REHAB BOARD TO FILL THE UNEXPIRED TERM OF LAUREN CAVANAUGH DUE TO RESIGNATION

BE IT RESOLVED, to approve the appointment of Gary Hubbs, Chief Building Official, to the Warren County Rehab Board to fill the unexpired term of Lauren Cavanaugh due to resignation; said term to expire December 31, 2022.

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OGA (file)  
Appointments file  
Appointees  
L. Lander



# Resolution

Number 22-1682

Adopted Date November 01, 2022

ENTER INTO A SUBRECIPIENT AGREEMENT WITH WARREN COUNTY PARK DISTRICT RELATIVE TO THE LANDEN DEERFIELD PARK POND PROJECT AND THE AMERICAN RESCUE PLAN ACT – CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS


BE IT RESOLVED, to enter into a subrecipient agreement with The Warren County Park District relative to the Landen Deerfield Park Pond Project and the American Rescue Plan Act – Coronavirus State and Local Fiscal Recovery Funds, as attached hereto and made a part hereof; said agreement to be effective upon execution.

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a—Warren County Park District  
OGA (File)

**AMERICAN RESCUE PLAN – CORONAVIRUS STATE AND LOCAL FISCAL  
RECOVERY FUNDS  
BENEFICIARY GRANT AGREEMENT  
between the  
WARREN COUNTY BOARD OF COUNTY COMMISSIONERS  
and the  
WARREN COUNTY PARK DISTRICT PARK BOARD OF COMMISSIONERS**

**THIS GRANT AGREEMENT** is made as of the date of the last signature below by and between the Board of County Commissioners of Warren County, Ohio (the “County”), with its principal place of business located at 406 Justice Drive, Lebanon, Ohio 45036 and the Warren County Park District Park Board of Commissioners (the “GRANTEE”), a political subdivision of Ohio, with its principal place of business located at 1267 N. State Route 741, Lebanon, Ohio 45036.

**WHEREAS**, the County is a local government recipient of funding pursuant to Section 9901 of the American Rescue Plan Act which amended Title VI of the Social Security Act to add section 603 which established the Coronavirus State and Local Fiscal Recovery Fund (hereinafter “ARPA”);

**WHEREAS**, ARPA funds received by the County may only be used, as follows: (a) to respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (b) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (c) for provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and, (d) to make necessary investments in water, sewer, or broadband infrastructure.

**WHEREAS**, the County seeks to make expenditures to respond directly to the COVID-19 public health emergency and its negative economic impacts by providing direct assistance to certain government entities in part by making necessary investments in water infrastructure; and

**WHEREAS**, Grantee owns and operates public park lands with significant stormwater and subsurface water drainage infrastructure projects that are a necessary investment, and an eligible

expenditure of ARPA funds pursuant to 31 CFR Part 35, Subpart A, Section 35.6(e)(1)(ii), also known as the U.S. Department of Treasury Final Rule (hereinafter “the Final Rule”), and

**WHEREAS**, the County has authorized a grant of ARPA funds to GRANTEE to make a necessary investment in stormwater management projects that meets the other criteria of section 603 of the Social Security Act and the Final Rule, as set forth more fully below.

**NOW THEREFORE**, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is agreed between the parties as follows:

**SECTION 1 PURPOSE.**

The parties hereby agree that the Final Rule and 31 CFR Part 35, Subpart A, Section 35.6(e)(1)(ii) identifies eligible uses of ARPA funds to include stormwater projects to manage, reduce, treat, or recapture stormwater or subsurface drainage water regardless of whether such projects improve water quality if such projects would otherwise meet the eligibility requirements of section 603(c)(5) of the Federal Water Pollution Control Act (33 U.S.C. 1383(c)(5)),

GRANTEE has identified projects under this eligible expenditure category to include retention or detention pond sediment dredging and lake drainage valve repair at Landen Deerfield Park.

The COUNTY agrees to pay to the GRANTEE an amount of five hundred and four thousand dollars (\$504,000.00) for the purpose of completing the eligible project described above. GRANTEE shall use the funds for necessary expenditures related to measures to manage, reduce, treat, or recapture stormwater or subsurface drainage water, stormwater sewer overflow management, and sediment control. The expenditures may include costs for planning, design, and pre-project costs.

GRANTEE shall not use the funds to satisfy a judgment or settlement, nor to contribute to a rainy day or reserve fund, nor shall the grant funds be used for any project which conflicts with or contravenes the purposes of the American Rescue Plan Act. GRANTEE shall follow all applicable local, State, and federal procurement laws and regulations. Before expending any of

the grant funds granted herein, GRANTEE shall follow the County's procurement policy with regards to competitive bidding. County will provide a copy of its procurement policy to GRANTEE upon execution of the agreement.

## **SECTION 2 GRANT TERM**

This Agreement shall be effective upon the date last signed by the parties below and shall terminate effective December 31, 2025.

## **SECTION 3 DISSOLUTION.**

If for any reason, the GRANTEE is dissolved between the execution of this Agreement and December 31, 2025, the County has the absolute right to receive repayment by the GRANTEE of all grant monies disbursed to it by the County remaining in the GRANTEE'S possession or control, including, but not limited to, the grant monies disbursed under this Grant Agreement.

## **SECTION 4 NON-DISCRIMINATION.**

The GRANTEE, its employees, agents, representatives, and any other party working on its behalf shall not discriminate in any manner in its performance under this Grant Agreement by reason of race, color, sex, age, religion, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic to the extent protected by law, and shall comply with all federal, State of Ohio non-discrimination and intimidation laws, as amended, and any applicable related rules, regulations and executive orders, as amended.

## **SECTION 5 WORKERS' COMPENSATION.**

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract, and shall require any contractors hired to perform work on the grant project to provide workers' compensation insurance coverage.

## **SECTION 6 ACCOUNTABILITY FOR GRANT PROPERTY.**

The GRANTEE must maintain effective internal control and accountability for all grant cash, real and personal property and other assets. All grant property must be only used for the purpose authorized in this Grant Agreement. Grantee certifies that it has reviewed the terms of ARPA and

the Final Rule and warrants that the expenditures made in relation to this agreement comply with the rules and guidance of the United States Department of Treasury. The Chief Executive and Fiscal Officer of the Grantee indicate that they have provided sufficient documentation to demonstrate that the expenditures comply, and any findings of recovery by the Department of Treasury, the Ohio Auditor of State or any other auditing agency authorized under ARPA will be held against the Grantee officials and not Warren County.

**SECTION 7 REPORTS AND RECORDS.**

The GRANTEE agrees to maintain and provide to the County upon demand the following reports and records:

- Accounting and fiscal records adequate to allow the County and/or State of Ohio to audit and verify that the funds provided under this Grant Agreement are used for the purpose(s) stated in this Grant Agreement.
- The GRANTEE shall maintain all financial records and supporting documents related to the grant award until December 31, 2031, or for a period of 5 years after all funds have been expended or returned to the Treasury. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 5-year period, the GRANTEE shall retain the records until completion of the action and all issues which arise from it or until the end of the 5-year period, whichever is later.

The County shall have the right of access to any pertinent book, document, paper or other records of the GRANTEE which are pertinent to grant in order to make audits or examinations.

**SECTION 8 FEDERAL, STATE AND LOCAL LAWS.**

The GRANTEE agrees to abide by all Federal, State and local laws, statutes, resolutions, ordinances, rules and/or regulations applicable to this Grant Agreement.

**SECTION 9 RELATIONSHIP OF THE PARTIES.**

Nothing contained in this Grant Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain a Beneficiary with respect to its performance under this Grant

Agreement.

**SECTION 10 SUCCESSORS AND ASSIGNMENT.**

The County and the GRANTEE each binds itself and its successors, executors, administrators, and assigns to the terms, conditions, and covenants of this Grant Agreement. Neither the County nor the GRANTEE shall assign or transfer its rights, interests, duties, or obligations under this Grant Agreement without the express written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

**SECTION 11 NOTICES.**

Any notice required or permitted under this Grant Agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to the last known address of the party being served.

**SECTION 12 LAW OF OHIO.**

This Grant Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, without giving effect to its conflict of laws principles. The parties agree that any legal action, suit, or proceeding that arises out of this Grant Agreement shall be brought solely and exclusively in the Warren County, Ohio Court of Common Pleas.

**SECTION 13 ENTIRE AGREEMENT, MODIFICATION AND SEVERABILITY.**

This written Grant Agreement represents the entire agreement between the parties and supersedes all previous agreements, written and oral, between the parties. This Grant Agreement shall not be modified except in writing signed by both parties. In the event any provision of this Grant Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions in the Grant Agreement which shall be severable.

**SECTION 14 PUBLIC RECOGNITION AND COUNTY SUPPORT.**

The GRANTEE shall recognize the County on all printed materials and promotional media related to this grant. When there are press releases, photographs, newsletters or any published materials about this grant, the County shall be included on any and all mailing distributions.

(End of text. Execution on the following page.)

**SECTION 15 EXECUTION**

IN EXECUTION WHEREOF, the parties hereto have executed this Agreement on the dates show below.

**Warren County Board of Commissioners,**

This Agreement is entered into by the president or vice president as authorized in Resolution No.

22-1082 of the Warren County Board of Commissioners dated  
November 1, 2022:

Signature: 

Printed Name: Tom Grossmann

Title: President

Date: 11-1-22

Approved as to Form,



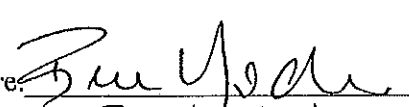
Assistant Prosecuting Attorney

Warren County, Ohio

**Warren County Park District,**

This Agreement is hereby entered into by [GRANTEE] Warren County Park District Park Board of Commissioners by its duly authorized signatory, as authorized in Resolution No.

22-10

Signature: 

Printed Name: Ben Yoder

Title: Board President

Date: 10/21/22

# Resolution

Number 22-1683

Adopted Date November 01, 2022

ENTER INTO A SUBRECIPIENT AGREEMENT WITH WARREN COUNTY PARK DISTRICT RELATIVE TO THE ARMCO PARK TURF FIELD PROJECT AND THE AMERICAN RESCUE PLAN ACT – CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

BE IT RESOLVED, to enter into a subrecipient agreement with The Warren County Park District relative to the Armco Park Turf Field Project and the American Rescue Plan Act – Coronavirus State and Local Fiscal Recovery Funds, as attached hereto and made a part hereof; said agreement to be effective upon execution.

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a—Warren County Park District  
OGA (File)



**AMERICAN RESCUE PLAN – CORONAVIRUS STATE AND LOCAL FISCAL  
RECOVERY FUNDS  
BENEFICIARY GRANT AGREEMENT**  
between the  
**WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**  
and the  
**WARREN COUNTY PARK DISTRICT PARK BOARD OF COMMISSIONERS**

**THIS GRANT AGREEMENT** is made as of the date of the last signature below by and between the Board of County Commissioners of Warren County, Ohio (the “County”), with its principal place of business located at 406 Justice Drive, Lebanon, Ohio 45036 and the Warren County Park District Park Board of Commissioners (the “GRANTEE”), a political subdivision of Ohio, with its principal place of business located at 1267 N. State Route 741, Lebanon, Ohio 45036.

**WHEREAS**, the County is a local government recipient of funding pursuant to Section 9901 of the American Rescue Plan Act which amended Title VI of the Social Security Act to add section 603 which established the Coronavirus State and Local Fiscal Recovery Fund (hereinafter “ARPA”);

**WHEREAS**, ARPA funds received by the County may only be used, as follows: (a) to respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (b) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (c) for provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and, (d) to make necessary investments in water, sewer, or broadband infrastructure.

**WHEREAS**, the County seeks to make expenditures to respond directly to the COVID-19 public health emergency and its negative economic impacts in part by making necessary investments in government services to avoid cuts in government services; and

**WHEREAS**, County desires to use ARPA funds for the provision of government services to the extent of the County’s reduction in revenue due to the COVID-19 public health emergency

pursuant to 31 CFR Part 35, Subpart A, Section 35.6(d)(1), also known as the U.S. Department of Treasury Final Rule (hereinafter “the Final Rule”), namely, contributions for park projects as authorized by Section 307.281 of the Ohio Revised Code.

**WHEREAS**, GRANTEE owns and operates public park lands that require significant expenditures in maintenance and upgrades of park facilities, and

**WHEREAS**, County has authorized a grant of ARPA funds to GRANTEE to maintain these above-described government services.

**NOW THEREFORE**, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is agreed between the parties as follows:

#### **SECTION 1 PURPOSE.**

The parties hereby agree that the Final Rule and 31 CFR Part 35, Subpart A, Section 35.6(d) identifies eligible uses of ARPA funds to include provision of government services to the extent of the reduction in the County’s general revenue due to the public health emergency. Further, County has the authority under Section 307.281 of the Ohio Revised Code to provide contributions for park projects as a government services.

GRANTEE has identified projects under this eligible expenditure category to include turnkey services for converting natural grass to synthetic turf on up to four existing baseball fields, to ensure ongoing and expanded use of the public park known as Armco Park [hereinafter “Identified Project”]

The COUNTY agrees to pay to the GRANTEE an amount of eight hundred thousand dollars (**\$800,000.00**) for the purpose of completing the eligible project described above. GRANTEE shall use the funds for necessary expenditures related to the above Identified Project.

GRANTEE shall not use the funds to satisfy a judgment or settlement, nor to contribute to a rainy day or reserve fund, nor shall the grant funds be used for any project which conflicts with or contravenes the purposes of the American Rescue Plan Act. GRANTEE shall follow all applicable local, State, and federal procurement laws and regulations. Before expending any of

the grant funds granted herein, GRANTEE shall follow the County's procurement policy with regards to competitive bidding. County will provide a copy of its procurement policy to GRANTEE upon execution of the agreement.

**SECTION 2 GRANT TERM**

This Agreement shall be effective upon the date last signed by the parties below and shall terminate effective December 31, 2025.

**SECTION 3 DISSOLUTION.**

If for any reason, the GRANTEE is dissolved between the execution of this Agreement and December 31, 2025, the County has the absolute right to receive repayment by the GRANTEE of all grant monies disbursed to it by the County remaining in the GRANTEE'S possession or control, including, but not limited to, the grant monies disbursed under this Grant Agreement.

**SECTION 4 NON-DISCRIMINATION.**

The GRANTEE, its employees, agents, representatives, and any other party working on its behalf shall not discriminate in any manner in its performance under this Grant Agreement by reason of race, color, sex, age, religion, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic to the extent protected by law, and shall comply with all federal, State of Ohio non-discrimination and intimidation laws, as amended, and any applicable related rules, regulations and executive orders, as amended.

**SECTION 5 WORKERS' COMPENSATION.**

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract and shall require any contractors hired to perform work on the grant project to provide workers' compensation insurance coverage.

**SECTION 6 ACCOUNTABILITY FOR GRANT PROPERTY.**

The GRANTEE must maintain effective internal control and accountability for all grant cash, real and personal property and other assets. All grant property must be only used for the purpose authorized in this Grant Agreement. Grantee certifies that it has reviewed the terms of ARPA and

the Final Rule and warrants that the expenditures made in relation to this agreement comply with the rules and guidance of the United States Department of Treasury. The Chief Executive and Fiscal Officer of the Grantee indicate that they have provided sufficient documentation to demonstrate that the expenditures comply, and any findings of recovery by the Department of Treasury, the Ohio Auditor of State or any other auditing agency authorized under ARPA will be held against the Grantee officials and not Warren County.

#### **SECTION 7 REPORTS AND RECORDS.**

The GRANTEE agrees to maintain and provide to the County upon demand the following reports and records:

- Accounting and fiscal records adequate to allow the County and/or State of Ohio to audit and verify that the funds provided under this Grant Agreement are used for the purpose(s) stated in this Grant Agreement.
- The GRANTEE shall maintain all financial records and supporting documents related to the grant award until December 31, 2031, or for a period of 5 years after all funds have been expended or returned to the Treasury. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 5-year period, the GRANTEE shall retain the records until completion of the action and all issues which arise from it or until the end of the 5-year period, whichever is later.

The County shall have the right of access to any pertinent book, document, paper or other records of the GRANTEE which are pertinent to grant in order to make audits or examinations.

#### **SECTION 8 FEDERAL, STATE AND LOCAL LAWS.**

The GRANTEE agrees to abide by all Federal, State and local laws, statutes, resolutions, ordinances, rules and/or regulations applicable to this Grant Agreement.

#### **SECTION 9 RELATIONSHIP OF THE PARTIES.**

Nothing contained in this Grant Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain a Beneficiary with respect to its performance under this Grant

Agreement.

**SECTION 10 SUCCESSORS AND ASSIGNMENT.**

The County and the GRANTEE each binds itself and its successors, executors, administrators, and assigns to the terms, conditions, and covenants of this Grant Agreement. Neither the County nor the GRANTEE shall assign or transfer its rights, interests, duties, or obligations under this Grant Agreement without the express written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

**SECTION 11 NOTICES.**

Any notice required or permitted under this Grant Agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to the last known address of the party being served.

**SECTION 12 LAW OF OHIO.**

This Grant Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, without giving effect to its conflict of laws principles. The parties agree that any legal action, suit, or proceeding that arises out of this Grant Agreement shall be brought solely and exclusively in the Warren County, Ohio Court of Common Pleas.

**SECTION 13 ENTIRE AGREEMENT, MODIFICATION AND SEVERABILITY.**

This written Grant Agreement represents the entire agreement between the parties and supersedes all previous agreements, written and oral, between the parties. This Grant Agreement shall not be modified except in writing signed by both parties. In the event any provision of this Grant Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions in the Grant Agreement which shall be severable.

**SECTION 14 PUBLIC RECOGNITION AND COUNTY SUPPORT.**

The GRANTEE shall recognize the County on all printed materials and promotional media related to this grant. When there are press releases, photographs, newsletters or any published materials

about this grant, the County shall be included on any and all mailing distributions.

**SECTION 15 EXECUTION**

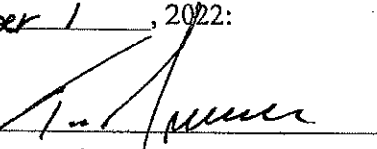
IN EXECUTION WHEREOF, the parties hereto have executed this Agreement on the dates show below.

**Warren County Board of Commissioners,**

This Agreement is entered into by the president or vice president as authorized in Resolution No.

22-11083 of the Warren County Board of Commissioners dated

November 1, 2022:

Signature: 

Printed Name: Tom Grossmann

Title: President

Date: 11-1-22

Approved as to Form,



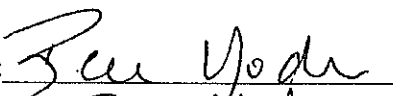
Assistant Prosecuting Attorney

Warren County, Ohio

**Warren County Park District,**

This Agreement is hereby entered into by [GRANTEE] Warren County Park District Park Board of Commissioners by its duly authorized signatory, as authorized in Resolution No.

22-09

Signature: 

Printed Name: Ben Yoder

Title: Board President

Date: 10/21/22

# Resolution

Number 22-1684

Adopted Date November 01, 2022

AUTHORIZE COUNTY ENGINEER TO EXECUTE OHIO DEPARTMENT OF TRANSPORTATION STATE FUNDS EXCHANGE AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE MCCLURE ROAD BRIDGE #71-0.39 REHABILITATION PROJECT (PID #115793) OVER TURTLE CREEK

WHEREAS, the Warren County Engineer determined that the McClure Road Bridge #71-0.39 over Turtle Creek needed to be rehabilitated and improved; and

WHEREAS, in 2021 the Warren County Engineer applied for and received Federal LBR (County Local Bridge Replacement) Funding administered by ODOT for the bridge rehabilitation and roadway improvements on McClure Road (McClure Road Bridge #71-0.39 Rehabilitation Project - PID #115793) between Hamilton Road and US 42 to be constructed and funded in 2024; and

WHEREAS, it is necessary to enter into an Ohio Department of Transportation State Funds Exchange Agreement with ODOT in order for the County Engineer to bid out and complete the construction of the project and for ODOT to exchange the project funding from Federal to State Funding and to reimburse the County Engineer for the State LBR share of the project costs, which is 80% of the eligible costs, up to a maximum of \$787,550; and

NOW THEREFORE BE IT RESOLVED, to Authorize the County Engineer to execute an Ohio Department of Transportation State Funds Exchange Agreement (Agreement #38239 – as attached hereto and made a part hereof) with ODOT for the McClure Road Bridge #71-0.39 Rehabilitation Project (PID #115793) over Turtle Creek.

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Ohio Department of Transportation  
Engineer (file)  
Project file  
Auditor – B. Quillen

## LPA STATE FUNDS EXCHANGE PROJECT AGREEMENT

**THIS AGREEMENT** is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the **Warren County Engineer's Office**, hereinafter referred to as the LPA, **210 West Main Street, Lebanon, OH 45036**.

### 1. PURPOSE

- 1.1 Section 5501.03(A)(3) of the Ohio Revised Code (hereinafter referred to as ORC) provides that ODOT may coordinate its activities with those of other appropriate state departments, public agencies, and authorities, and enter into any contracts with such departments, agencies, and authorities as may be necessary to carry out its duties, powers, and functions.
- 1.2 ORC Section 5501.11(A)(4) states the department of transportation with respect to highways shall cooperate with the counties, municipal corporations, townships, and other subdivisions of the state in the establishment, construction, reconstruction, maintenance, repair, and improvement of the public roads and bridges.
- 1.3 Section 5501.03 (D) of the Ohio Revised Code provides that the director of transportation may enter into contracts with public agencies including political subdivision, other state agencies, boards, commissions, regional transit authorities, county transit boards, and port authorities, to administer the design, qualification of bidders, competitive bid letting, construction, inspection, research, and acceptance of any projects or transportation facilities administered by ODOT, provided the administration of such projects or transportation facilities is performed in accordance with all applicable state and federal laws and regulations with oversight by ODOT.
- 1.4 ORC Section 5531.08(C) provides upon a written determination by the Director of Transportation that it would be in the best interests of the traveling public, upon the written request of a county, township, or municipal corporation, may declare a waiver of that portion of the construction cost of a highway project which a county, township, or municipal corporation normally would be required to pay. This is in order to enable the counties of the state to plan, maintain, and repair their roads or to enable the municipal corporations to plan, construct, reconstruct, repave, widen, maintain, repair, clear, and clean public highways, roads, and streets.
- 1.5 The **Replacement of the superstructure of Bridge WAR-TR 71-0.39 (SFN: 8334439)**, (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive State funding.
- 1.6 The purpose of this Agreement is to set forth the responsibilities of the parties associated with the administration of State funds on behalf of the Ohio Department of Transportation through the County Engineer Association of Ohio for the PROJECT by ODOT.

### 2. FUNDING AND PAYMENT

- 2.1 The total cost for the PROJECT is estimated to be **\$670,000**. ODOT shall provide to the LPA **95 percent** of the eligible costs, up to a maximum of **\$787,550** in State funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager and cannot be used as a LPA's match. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation



project improvements, including construction engineering costs. Ohio Revised Code does not allow for the payment of environmental engineering, final engineering and real estate acquisition.

- 2.2 ODOT retains any and all Bridge Credit generated through this program. Information must be submitted to and maintained by the Office of Payroll and Project Accounting.
- 2.3 Federal funds are not permitted for use in the State Funds Exchange Program for the PROJECT identified above.
- 2.4 The LPA, in conjunction with its funding partners, and to the extent permitted, shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and contractor claims.
- 2.5 All funding from ODOT under this Agreement operates on a reimbursement basis. The LPA shall review and/or approve all contractor invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.
- 2.6 The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 2.7 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 2.8 The LPA shall certify in writing that the PROJECT was developed and delivered in compliance with the terms, conditions and requirements of the PROJECT Agreement with his/her Professional Engineer's seal and signature. The LPA shall then provide the final report to the ODOT District within 6 months of the physical completion date of the PROJECT so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the District prior to the end of the 6 months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, then this process must be repeated until the PROJECT is completed. Failure to follow this process may result in the immediate close-out of the PROJECT and loss of further funding.
- 2.9 Payment or reimbursement to the LPA shall be submitted to:

Neil F. Tunison, P.E., P.S.
Warren County Engineer
210 West Main Street
Lebanon, Ohio 45036

### 3. PROJECT DEVELOPMENT AND DESIGN

- 3.1 The LPA is administering this PROJECT and is responsible for all aspects of the PROJECT, including but not limited to: environmental responsibilities, permit requirements, right of way or utility reimbursement, and construction contract administration.

- 3.2 Any right, claim, interest, and/or right of action, whether contingent or vested, of the LPA, arising out of or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT is the responsibility of the LPA. ODOT expressly rejects any liability for the PROJECT and any claims arising from the PROJECT.
- 3.3 In performing right of way planning and acquisition, the LPA shall comply with all applicable provisions of Revised Code 307.08, Revised Code Chapter 163, and Ohio Administrative Code Chapter 5501:2-5, and by entering this agreement certifies such compliance.
- 3.4 The LPA shall comply with all applicable Federal and State laws, regulations, and applicable executive orders in regard to the PROJECT. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

4. CERTIFICATION AND RECAPTURE OF FUNDS

- 4.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 4.2 If for any reason the PROJECT is found to not be in compliance with all applicable local, state, or federal rules and processes the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT.

5. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 5.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.
- 5.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

6. NOTICE

- 6.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Neil F.Tunison, P.E., P.S.	Andrea Stevenson
Warren County Engineer	ODOT, Office of Local Programs
210 West Main Street	1980 W. Broad St., Mail Stop 3180
Lebanon, Ohio 45036	Columbus, OH 43223
513-695-3301	614-644-8211
Neil.Tunison@co.warren.oh.us	Andrea.Stevenson@dot.ohio.gov

7. NONDISCRIMINATION

- 7.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, military status, genetic information, or disability as that term is defined in the American with Disabilities Act. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
- 7.2 The LPA agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, or disability. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.
- 7.3 The LPA shall ensure that all prime contracts it enters into for the performance of the PROJECT contain the following specific language:

**PROMPT PAYMENT AND PAYMENT REPORTING**

The contractor shall ensure prompt payment to subcontractors and material suppliers per Ohio Revised Code 4113.61. Furthermore, the Contractor must record each individual progress payment as well as each final payment to all subcontractors, service providers, and materials and supplies vendors in such payment reporting system that ODOT shall indicate and in compliance with such timeframe that ODOT shall indicate.

- 7.4 The LPA shall ensure that Encouraging Diversity, Growth and Equity (EDGE) business enterprises, as defined in Ohio Administrative Code 123:2-14, have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with State funds provided in conjunction with this Agreement. An EDGE business enterprise is a sole proprietorship, association, partnership, corporation, limited liability corporation, or joint venture certified in the EDGE Program by the Ohio Department of Administrative Services (EDGE business enterprises are listed at <https://eodreporting.oit.ohio.gov/edge-certification>). ODOT shall specify each PROJECT's EDGE goal. If the PROJECT has an EDGE goal above zero, the LPA shall ensure that all prime contracts it enters into for the performance of the PROJECT contain the following specific language:

**ENCOURAGING DIVERSITY, GROWTH AND EQUITY (EDGE) REQUIREMENTS**

An EDGE goal (subcontracts, materials, services) has been set on this PROJECT. The contractor shall make a good faith effort to comply with the EDGE goal by subcontracting with and/or purchasing from those EDGE business enterprises certified by the Ohio Department of Administrative Services pursuant to Ohio Administrative Code 123:2-14. If the contractor is itself an EDGE

business enterprise, it may count its own contract in its efforts to comply with the EDGE goal.

#### **EDGE GOAL COMPLIANCE**

After the allotted timeframe for reporting payments closes, ODOT shall divide the total reported payments made to EDGE business enterprises by the PROJECT's final contract amount to determine the PROJECT's EDGE attainment. If the EDGE attainment meets or exceeds the PROJECT's EDGE goal, ODOT will consider the contractor as being in compliance with the PROJECT's EDGE goal. If the EDGE attainment is short of the PROJECT's EDGE goal, ODOT will consider the contractor as being in noncompliance with the PROJECT's EDGE goal.

#### **GOOD FAITH EFFORTS (GFEs)**

If the contractor is unable to comply with the EDGE goal established for the PROJECT and having made a good faith effort (GFE) to comply with the established EDGE goal, the contractor may apply in writing, on a form prescribed by ODOT, to ODOT for a full or partial waiver of the established contract EDGE goal. The form shall be submitted to ODOT in the manner outlined on ODOT's website. ODOT may modify the established EDGE goal for a contract after determining that the contractor made the level of GFEs deemed necessary by ODOT to comply with the established contract EDGE goal and to justify the granting of a waiver. For purposes of such determination, ODOT shall consider whether the contractor has documented all of the following:

- (1) The contractor utilized reasonable and available means to solicit EDGE-certified business(es) that have the capability to perform the work of the contract. To demonstrate reasonable solicitation, the contractor shall provide evidence of such solicitations, including, but not limited to, the following: fax confirmations, website notifications, bid notices, email contact lists, and invitations to bid notices;
- (2) The contractor identified portions of the contracted work that would provide the most opportunity for participation by EDGE-certified business(es). To demonstrate identified portions of the contracted work were selected to increase the likelihood of EDGE participation, the contractor shall provide documentation outlining the rationale used to determine which portions of the contract were bid to EDGE-certified business(es) and why other portions were not selected for bidding by EDGE-certified business(es);
- (3) The contractor provided all appropriate EDGE-certified business(es) with adequate information about the plans, specifications, and requirements of the contract. The information about the plans, specifications, and requirements of the contract were provided in sufficient time for EDGE-certified business(es) to review and provide a bid for the contract. "Sufficient time" means at least twenty-one days prior to the required bid submission date provided by the contractor;
- (4) The contractor negotiated in good faith with interested EDGE-certified business(es). To demonstrate good faith negotiations, the contractor shall provide evidence of such negotiations, including, but not limited to, the following: subcontractor names, addresses, dates of meetings, and telephone numbers of the EDGE-certified business(es) considered. The contractor shall submit bid requests and/or bid submittals of all EDGE-certified business(es) bidders and any correspondence related to the negotiations. A contractor using good business judgment will consider a number of factors when negotiating with EDGE-certified business(es)

and will take into account the bid and capabilities of EDGE-certified business(es) as well as contract goal requirements. However, the fact that there may be some additional costs involved in finding and using an EDGE-certified business(es) are not in itself sufficient reason for a contractor's failure to meet the established EDGE goal. In addition, the ability or desire of a contractor to perform the work with its own organization does not relieve the contractor of its responsibility to locate EDGE-certified business(es) and conduct GFEs;

- (5) The contractor properly rejected interested EDGE-certified business(es) as being unqualified for the work of the contract. A contractor's rejection of an EDGE-certified business(es) based on standing within an appropriate industry, membership, or affiliation in a business social, or political group is not a basis for a proper rejection. To demonstrate EDGE-certified business(es) were properly rejected, the contractor shall provide a copy of each rejection letter sent to EDGE-certified business(es) with the reason(s) for rejection, the EDGE-certified business's name, address, date, and proof of mailing;
- (6) The contractor used the services of one or more organizations that provide business assistance in the identification and recruitment of EDGE-certified business(es). To demonstrate utilization of one or more organizations providing business assistance, the contractor shall provide the name(s), phone number(s), date(s), and method of contact relating to the business assistance organization; and
- (7) The contractor used the directory listing of EDGE-certified business(es) at <https://eodreporting.oit.ohio.gov/edge-certification> or, if this link stops functioning, at such new link provided by the State of Ohio. To demonstrate such a directory listing was used, the contractor shall provide the list, method of contact, and names associated with each EDGE-certified business(es) included on the list.

ODOT will review the contractor's waiver request and issue a written determination on whether the Contractor made the level of GFEs deemed necessary by ODOT to comply with the established contract EDGE goal and to justify the granting of a waiver.

The Contractor may request administrative reconsideration within fourteen (14) days of being informed that it did not make the level of GFEs deemed necessary by ODOT to comply with the established contract EDGE goal and to justify the granting of a waiver. The Contractor must make this request in writing to Jodi Elsass-Locker, Chief Legal Counsel, [Jodi.Elsass-Locker@dot.ohio.gov](mailto:Jodi.Elsass-Locker@dot.ohio.gov), and Brianne Brown, Deputy Chief Legal Counsel, [Brianne.Brown@dot.ohio.gov](mailto:Brianne.Brown@dot.ohio.gov). This request may also be submitted in writing at the following address:

Ohio Department of Transportation  
Attn: Office of Chief Legal Counsel, Mail Stop 1500  
1980 West Broad St.  
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient GFEs.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it made adequate GFEs. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not comply with the goal or make adequate good faith efforts.

ODOT may issue the following sanctions if the Contractor fails to comply with EDGE-related contract requirements and/or fails to make the level of GFEs deemed necessary by ODOT to comply with the established contract EDGE goal:

1st tier: letter of reprimand;

2nd tier: damages equivalent to the EDGE contract goal shortfall

3rd tier: If a pattern of paying damages persists or the Contractor has falsified, misrepresented or withheld information, ODOT can pursue other remedies available by law including suspension, revocation, and/or debarment

Factors to be considered in issuing sanctions include, but are not limited to:

- (1) the magnitude and the type of offense;
- (2) the degree of the Contractor's culpability;
- (3) any steps taken to rectify the situation;
- (4) the Contractor's record of performance on other projects including, but not limited to:
  - (A) EDGE contract goal attainment and GFEs;
  - (B) DBE contract goal attainment and GFEs;
  - (C) number of complaints ODOT has received from DBE/EDGE certified firms regarding the Contractor; and,
  - (D) the number of times the Contractor has been previously sanctioned by ODOT.

## 8. GENERAL PROVISIONS

### 8.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: [LPA official must initial the option selected.]

#### 1. **No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.**

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system<sup>1</sup>, **and**
- (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

<sup>1</sup> A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; are incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.



**2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.<sup>2</sup>**

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, *and*
- (B) The LPA *does not* currently have, and *does not* intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.



**3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.<sup>3</sup>**

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, *and*
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.



**4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.<sup>4</sup>**

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, *and*
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, *and*
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover

<sup>2</sup> [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

<sup>3</sup> [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this PROJECT must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the PROJECT may fluctuate to match changes to the ODOT approved rate.

<sup>4</sup> [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this PROJECT must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the PROJECT may fluctuate to match changes to the ODOT approved rates.

fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LTP Manual of Procedures.

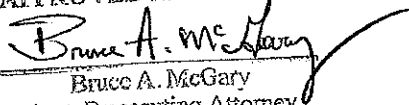
- 8.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 8.10 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 8.3 The LPA shall comply with all applicable Federal and State laws, regulations, and applicable executive orders applicable to the PROJECT including all Non-Discrimination laws, regulation and executive orders. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.
- 8.4 *Record Retention:* The LPA when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after the completion of the PROJECT. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.
- 8.5 *Ohio Ethics Laws:* LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.
- 8.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policies, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 8.7 *Boycotting:* Pursuant to R.C. 9.76(B), LPA warrants that LPA is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.
- 8.8 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 8.9 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 8.10 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 8.11 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.



- 8.12 *Term of Agreement:* This Agreement shall be in effect from the last day executed by the parties through the date which is three (3) years after the Project Completion Date. LPA acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by the LPA and monitoring by Grantor of the results of the award of Grant Funds.
- 8.13 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 8.14 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

<b>LPA: Warren County</b>	<b>STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION</b>
By:	By:
Neil F. Tunison, County Engineer	Jack Marchbanks Director
Date: 11-1-22	Date:

APPROVED AS TO FORM  
  
 Bruce A. McGary  
 Asst. Prosecuting Attorney

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT										
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS										
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION										
PROJECT CONSTRUCTION COSTS	\$30,455	5	LNTP				\$678,645	95	4C87	\$609,100
INSPECTION	\$3,045	5	LNTP				\$57,855	95	4C87	\$60,900
TOTALS	\$33,500						\$636,500			\$670,000

**Attachment 2**

**DIRECT PAYMENT OF CONTRACTOR**

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

We           (ININSERT NAME OF LPA)           request that all payments for the Federal/State share of the construction costs of this Agreement performed by           (CONTRACTOR'S NAME)           be paid directly to           (CONTRACTOR'S NAME)          .

VENDOR Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
LPA signature:	

LPA Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
ODOT Approval signature:	

# Resolution

Number 22-1685

Adopted Date November 01, 2022

AUTHORIZE CHANGES TO THE WARREN COUNTY HEALTHCARE PLAN EFFECTIVE  
JANUARY 1, 2023

WHEREAS, upon review of the Warren County Healthcare Plan, it is the desire of the Board to enhance the Plan in areas where it further encourages covered members health and wellness and is also cost effective to the Plan; and

WHEREAS, it is the desire of the Board to authorize the following changes to the Plan effective January 1, 2023:

- Incent employee HSA (or HRA if not eligible for an HSA) in the amount of \$300 employee or \$600 employee/spouse for additional health and wellness measures above and beyond the annual biometric screen and Dave's Day For Life incentive; additional measures include: Have a Primary Care Physician, and Forward Biometric Results to PCP, and Receive a Physical from PCP.
- As permitted by the IRS relative to High Deductible Healthcare Plans, provide first dollar coverage for preventive medication as adopted on the Preventive Select Drug List with OptumRx.
- Increase the annual Dental maximum per person from \$1000 to \$1500.
- Increase the allowance for eye glass frames from \$130 every two years to \$170 every two years per covered member.
- Increase Flexible Spending Account limit from \$2500 annual to \$2850 annually.


NOW THEREFORE BE IT RESOLVED, to authorize the changes to the healthcare plan listed and effective January 1, 2023.

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: Horan Assoc, United Healthcare, OptumRX, Dental Care Plus, EyeMed  
Tammy Whitaker, OMB  
Benefits File

# Resolution

Number 22-1686

Adopted Date November 01, 2022

TERMINATE THE CONTRACT BETWEEN JONES-WARNER CONSULTANTS, INC. AND WARREN COUNTY RELATIVE TO THE FY2021 PLEASANT PLAIN PLAYGROUND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT

WHEREAS, Warren County entered into an agreement with Jones-Warner Consultants, Inc. on June 15, 2021, pursuant to Resolution # 21-0815; and

WHEREAS, the Consultant has not produced plans within forty-five days as outlined in the contract; and

BE IT RESOLVED, to terminate the contract between Jones-Warner Consultants, Inc., and Warren County relative to the FY2021 Pleasant Plain Playground CDBG project, and

BE IT FURTHER RESOLVED to authorize the Warren County Prosecutor's Office to notify Jones-Warner with a five-day notice letter on behalf of the County Commissioners.

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a—Jones Warner Consultants, Inc.  
OGA (File)  
Prosecutor's Office

# Resolution

Number 22-1687

Adopted Date November 01, 2022

ENTER INTO AN ACCESS/DEVELOPMENT AGREEMENT WITH BSMH FAIRFIELD, LLC. MEMORIALIZING THE WARREN COUNTY ACCESS PERMIT CONDITIONS FOR THE MERCY HEALTH HOSPITAL MASON DEVELOPMENT, LOCATED ON KINGS ISLAND DRIVE IN DEERFIELD TOWNSHIP, AND AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE SAID AGREEMENT

**WHEREAS**, the MERCY HEALTH HOSPITAL MASON DEVELOPMENT (the “DEVELOPMENT”) is located in Deerfield Township within an area bounded by Kings Mills Road (County Road #31) (north), Columbia Road (Township Road #15) (east), Wilson Avenue (Township Road #1117)(south), and Kings Island Drive (County Road #110) (west) and with a combined total land area equal to 33.541 acres as is also shown in Exhibit 1 attached; and

**WHEREAS**, BSMH Fairfield, LLC. (the “DEVELOPER”) plans to develop the said 33.541-acre area with a proposed 156,000 Sq. Ft., 4-story, 60-bed hospital, 30,000 Sq. Ft. medical office building, 611 parking spaces in the initial phase; 45,000 Sq. Ft. and 3,500 Sq. Ft. medical office buildings with 306 and 15 parking spaces respectively in later phases; and

**WHEREAS**, on June 15, 2021 DEVELOPER applied for an Access Permit for the DEVELOPMENT, with access points located on: (a) Kings Island Drive (1 signalized full access point, 1 right-in/right-out only access), (b) Kings Mills Road (1 right-in/right-out only access), and (c) Columbia Road (2 full access points). DEVELOPER’S Access Permit request was denied by COUNTY ENGINEER on July 12, 2021 due to i) non-compliance with Section 401.6 Spacing Requirements for Signalized Intersections, ii) non-compliance with Section 401.6 spacing requirement from a proposed left turn lane, and iii) non-compliance with Section 401.8.2(c) in regard to required spacing for a right-in/right-out driveway from a second driveway. Subsequently, DEVELOPER filed a Request for Variance of Conditions that was required for an Access Permit, which was considered during an administrative hearing conducted by WARREN COUNTY on August 17, 2021; and

**WHEREAS**, at the aforementioned August 17, 2021 administrative hearing, this Board, by Resolution 21-1135, approved the DEVELOPER’S request for a variance to the Warren County Access Management Regulations subject to the condition that the Developer enter into an Access/Development Agreement with WARREN COUNTY. As stated in Resolution 21-1135, the purpose of this Agreement is to memorialize the scope of improvements that will be designed and constructed by the DEVELOPER in order to mitigate the DEVELOPMENT’S traffic impacts thereby allowing the County Engineer to grant a Permit for the access points requested by the DEVELOPER as shown in the attached Exhibit 2; and

**WHEREAS**, the County Engineer reviewed the scope of improvements outlined in the Agreement attached hereto and the associated Traffic Impact Study prepared for the DEVELOPMENT and is satisfied that the improvements to be constructed by the DEVELOPER will successfully mitigate their development impacts; and

**WHEREAS**, with Board approval of this Agreement, the County Engineer will permit the DEVELOPER'S access points where and as shown in Agreement Exhibit 2 as conditioned in the Agreement and specifically noting the following:

- a) In accordance with Section 3 Construction/Bonding Schedule of the Agreement, no later than 30-calendar days prior to the DEVELOPMENT opening for business, all improvements shown in the Agreement Exhibits 2 and 3 and will either be publicly bid and under contract for construction, or, alternately, the DEVELOPER shall provide a bond acceptable to the Board of Commissioners in the amount of 130% of the County Engineer's estimate of the improvements not yet under contract for construction; and,
- b) The proposed traffic signal for the DEVELOPMENT located at the Kings Island Drive and Kings Center Court intersection may be turned on and operational after the improvements shown in the Agreement Exhibit 4, or alternate plan as determined by the County Engineer, are constructed; and,
- c) For land acquisition and construction bid and management to be provided by Warren County, the DEVELOPER will provide sufficient funding to Warren County as described in Section 5 of the Agreement "WARREN COUNTY Land Acquisition and Construction Management".

NOW THEREFORE BE IT RESOLVED, that: i) that this Board enters into this Agreement memorializing the scope of improvements to be designed and constructed by the DEVELOPER in order to mitigate the DEVELOPMENT'S traffic impacts thereby allowing the County Engineer to grant a Permit for the access points as shown in Exhibit 2 of the Agreement, a copy of said Agreement, including exhibits, is attached hereto and made a part hereof, and ii) the County Administrator is hereby authorized to execute said agreement.

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

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

Resolution adopted this 1<sup>st</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—BSMH Fairfield, LLC  
Engineer (file)

## **Bon Secours Mercy Health Development/Access Agreement**

This Development/Access Agreement ("**AGREEMENT**"), is made and entered into as of the date of the last party to sign (the "**EFFECTIVE DATE**"), by and between the Board of Warren County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 ("**WARREN COUNTY**"), on behalf of the Warren County Engineer, ("**COUNTY ENGINEER**"), and BSMH FAIRFIELD, LLC, an Ohio limited liability company, being the owner and developer ("**DEVELOPER**") of the Mercy Health Hospital Mason development. WARREN COUNTY, COUNTY ENGINEER, and DEVELOPER are at times referred to hereinafter as the "**Parties.**"

### **Witnesseth:**

**WHEREAS**, the DEVELOPMENT is located in Deerfield Township within an area bounded by Kings Mills Road {County Road #31} {north}, Columbia Road {Township Road #15} (east), Wilson Avenue {Township Road #1117}{south}, and Kings Island Drive {County Road #110} (west) and with a combined total land area equal to 33.541 acres as is also shown in Exhibit 1 attached; and

**WHEREAS**, the DEVELOPER plans to develop the said 33.541 acre area with a proposed 156,000 Sq. Ft., 4-story, 60-bed hospital, 30,000 Sq. Ft. medical office building, 611 parking spaces in the initial phase; 45,000 Sq. Ft. and 3,500 Sq. Ft. medical office buildings with 306 and 15 parking spaces respectively in later phases, (this AGREEMENT considers the entire development including the initial and later phases as described in this paragraph) (the "**DEVELOPMENT**"); and

**WHEREAS**, on June 15, 2021 DEVELOPER applied for an Access Permit for the DEVELOPMENT, with access points located on: (a) Kings Island Drive (1 signalized full access point, 1 right-in/right-out only access), (b) Kings Mills Road (1 right-in/right-out only access), and (c) Columbia Road (2 full access points). DEVELOPER's Access Permit request was denied by COUNTY ENGINEER on July 12, 2021 due to i) non-compliance with Section 401.6 Spacing Requirements for Signalized Intersections, ii) non-compliance with Section 401.6 spacing requirement from a proposed left turn lane, and iii) non-compliance with Section 401.8.2(c) in regard to required spacing for a right-in/right-out driveway from a second driveway. Subsequently, DEVELOPER filed a Request for Variance of Conditions that was required for an Access Permit, which was considered during an administrative hearing conducted by WARREN COUNTY on August 17, 2021; and

**WHEREAS**, at the aforementioned August 17, 2021 administrative hearing, WARREN COUNTY approved DEVELOPER'S request for a variance to the Warren County Access Management Regulations subject to the condition that the Developer enter into an Access/Development Agreement with WARREN COUNTY; and

**WHEREAS**, the parties desire to enter into this Agreement to satisfy the aforementioned condition of the variance.

**NOW THEREFORE**, in consideration of ONE DOLLAR (\$1.00), the mutual benefits to be derived by the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged as adequate consideration to legally bind the Parties, and in order to mitigate the impacts to Kings Mills Road, Columbia Road, Wilson Avenue, and Kings Island Drive attributable to the DEVELOPMENT, and in order to comply with the Warren County Official Thoroughfare Plan and Appendix



A of the Warren County Access Management Regulations, except for variances granted by WARREN COUNTY, the Parties agree to the following rights and obligations:

DEVELOPER and WARREN COUNTY, each on their own behalf, and on behalf of their successors and assigns, do hereby agree, covenant and warrant the following:

- 1) Scope of Improvements by DEVELOPER. The DEVELOPER shall design and construct at its cost the following improvements as depicted in Exhibit 2 and more or less described as follows:

(A) With respect to Kings Mills Road:

i) Right-of-way dedicated on the development side of Kings Mills Road equal to 75-Lin. Ft. from the property line in conformance with the Warren County Thoroughfare Plan. OPTION 2, in lieu of the 75-Lin. Ft. width, DEVELOPER may dedicate a lesser width equal to 12-Lin. Ft. minimum from the back of proposed curb also considering the ultimate design section for Kings Mills Road including dual left turn lanes on Kings Mills Road at the Kings Island Drive and Columbia Road intersections as determined by the COUNTY ENGINEER. OPTION 3, the DEVELOPER may also dedicate a lesser right-of-way width equal to the ultimate future back of curb location as determined by the COUNTY ENGINEER plus 6-Lin. Ft. minimum where a pedestrian path easement is provided immediately adjacent to the public road right-of-way. The dedication language of the said pedestrian path easement would allow WARREN COUNTY to remove and replace the pedestrian path facilities and regrade the pedestrian path easement area as needed for public road and/or drainage improvements provided that WARREN COUNTY reconstructs the pedestrian path at its pre-existing location.

(B) With respect to Columbia Road:

i) A 130-Lin. Ft. including 50-Lin. Ft. taper privately-maintained southbound right turn lane for the DEVELOPMENT's north access point on Columbia Road.

ii) A 200-Lin. Ft. including 50-Lin. Ft. taper southbound privately-maintained right turn lane for the DEVELOPMENT's south access point on Columbia Road.

iii) The edge of pavement for the DEVELOPMENT'S right-turn lanes described in B(iii), and B(iv) will be located 28-feet from the existing striped centerline for Columbia Road in anticipation of future widening of Columbia Road (by others) to three-lanes. Curb and gutter is an acceptable alternative to the local open ditch typical section to the benefit of the DEVELOPMENT site grading and buffer requirements.

iv) Minimum right-of-way width dedicated on the DEVELOPMENT side of Columbia Road equal to the Warren County Thoroughfare typical section for a local open ditch section, 35-Lin. Ft., or greater width if needed so that the roadside ditch adjacent to the proposed development right turn lanes is located within the public right-of-way.

(C) With respect to Wilson Avenue:

i) Graded shoulder on the development-side of Wilson Avenue to 18-Lin. Ft. from the existing center roadway also included a 2-Lin. Ft. wide gravel berm.

ii) Minimum right-of-way width dedicated on the DEVELOPMENT side of Wilson Avenue equal to the Warren County Thoroughfare typical section for a local open ditch section, 35-Lin.

Ft., or greater width if needed so that the roadside ditch adjacent to the proposed development right turn lanes is located within the public right-of-way.

With respect to this Section 1(C), DEVELOPER is not obligated to commence installation of these improvements until the date that DEVELOPER receives final approval of its development plan for the southern portion of the DEVELOPMENT site from the appropriate governmental entity.

Until such time as Phase 2 develops, BSMH will construct and maintain a 4' wide asphalt or concrete path on the north side of Wilson Avenue from Kings Island Drive to approximately 170-foot west of the proposed walking path near the east right-of-way line for Kings Island Drive. Then from that point 170-foot east of the Kings Island Drive path, BSMH will grade as needed and maintain a six-foot wide minimum area consisting either of a lawn surface or gravel surface (4-foot wide gravel plus minimum of 1-foot each side cleared and mowed or otherwise cleared) along the north side of Wilson Avenue east to Columbia Road. Up to four culvert crossings will be required for an eight-foot wide path from the north edge of pavement of Wilson Avenue to the BSMH lawn or gravel path. BSMH also agrees to provide a pipe extension or opening for an existing 12-inch storm sewer to drain to the northern of two ditches located north of Wilson Avenue. Exhibit 3 of this Agreement (titled "Wilson Avenue Walk Exhibit") depicts the work to be performed under this paragraph.

(D) With respect to Kings Island Drive, portion south of Kings Mills Road:

i) A new traffic signal at Kings Island/main access/Kings Center Ct. Until the time that the required right-of-way is acquired by WARREN COUNTY, DEVELOPER may install a temporary signal in the right-of-way. Once the right-of-way is acquired by WARREN COUNTY, WARREN COUNTY will install a permanent signal with the WARREN COUNTY-managed projects.

ii) Right-of-way dedicated on the development side of Kings Island Drive equal to 86 Lin. Ft. from the center of the existing 100-Lin. Ft. wide dedicated right-of-way for Kings Island Drive north of the Kings Center Ct./DEVELOPMENT drive (75-Lin. Ft. in conformance with the Warren County Thoroughfare Plan plus 11-Lin. Ft. for the DEVELOPMENT-added southbound left turn lane), 75-Lin. Ft. the remainder of the site development frontage between Kings Center Ct./DEVELOPMENT drive and Wilson Avenue. OPTION 2, in lieu of the 86-Lin. Ft. or 75-Lin. Ft. width, the DEVELOPER may dedicate a lesser width equal to 12-Lin. Ft. minimum from the back of proposed curb also considering the ultimate design section for Kings Island Drive to include two (2) northbound through lanes and a dedicated northbound right turn lane onto Kings Mills Road as determined by the COUNTY ENGINEER. OPTION 3, the DEVELOPER may also dedicate a lesser right-of-way width equal to the ultimate future back of curb location as determined by the COUNTY ENGINEER plus 6-Lin. Ft. minimum where a pedestrian path easement is provided immediately adjacent to the public road right-of-way. The dedication language of the said pedestrian path easement would allow WARREN COUNTY to remove and replace the pedestrian path facilities and regrade the pedestrian path easement area as needed for public road and/or drainage improvements provided that WARREN COUNTY reconstructs the pedestrian path at its pre-existing location.

(E) With respect to miscellaneous work to be performed by DEVELOPER:

i) Way Finding signage acceptable to Warren County and the City of Mason.

- 2) Scope of Improvements by WARREN COUNTY. Concurrent with DEVELOPER'S performance of the Improvements stated in Section 1, WARREN COUNTY shall cause the following improvements to be performed in furtherance of the DEVELOPMENT at the sole cost of DEVELOPER, including without limitation costs directly relating to the design, right-of-way acquisition, utility relocations (unless otherwise addressed by the responsible utility company), and construction:

(A) With respect to Kings Center Court:

i) A dedicated left turn-only lane eastbound Kings Center Court at Kings Island Drive 200-Lin. Ft. including 50-Lin. Ft. taper.

ii) The existing southbound Kings Island Drive travel edge (existing edge line) will remain where it is located currently due to the close proximity of the existing commercial drives to the intersection.

(B) With respect to Kings Island Drive, portion south of Kings Mills Road:

i) Widen Kings Island Drive between Kings Center Court and Kings Mills Road to seven (7) lanes, including two southbound thru-lanes, one southbound left turn lane for the DEVELOPMENT access, two northbound left-turn lanes, one northbound thru-lane, and one northbound right-turn lane.

ii) A left-turn lane at Kings Center Drive ahead of the new traffic signal at Kings Center Court 225-Lin. Ft. including 50-Lin. Ft. taper.

iii) A left-turn lane at the Kings Center Court/DEVELOPMENT signalized intersection 225-Lin. Ft. including 50-Lin. Ft. taper.

iv) Dual northbound left turn lanes with 250 Lin. Ft. and 350 Lin. Ft storage plus tapers developed in accordance with the Ohio Department of Transportation Location and Design Manual on the approach to the proposed new Kings Center Ct/DEVELOPMENT traffic signal for the left turns onto Kings Mills Road.

v) The DEVELOPMENT's south access point on Kings Island Drive will be constructed with a concrete island restricting access at this location to right-in/right-out only.

(C) With respect to Kings Island Drive, portion north of Kings Mills Road:

i) A dedicated right turn lane southbound between Kingsview Drive and Kings Mills Road.

ii) Add pavement as needed to maintain the current 5-lane roadway section with an alignment shift of some lanes as needed to accommodate the proposed southbound left turn lane for the hospital site entrance opposite of Kings Center Ct. The southbound thru-lane is to be located on a straight line approximately opposite of the inside (east) southbound thru-lane south of the Kings Mills Road intersection. The southbound left turn lane is to be located opposite of the outside (east) northbound Kings Island Drive left turn lane. WARREN COUNTY will fund the added expense associated with constructing the southbound left turn lane and the additional lane width east to align with the outside (east) northbound Kings Island left turn lane.

(D) With respect to Kings Mills Road:

i) A second dedicated thru-only lane eastbound Kings Mills Road from the northbound I71 ramps east to Columbia Road where only a single eastbound thru-only lane exists currently. The south thru-only lane will terminate as a right-turn only lane at Columbia Road.

ii) A dedicated right turn-only lane eastbound on Kings Mills Road from Kings Center Drive to Kings Island Drive.

iii) A concrete median designed to restrict turning movements to/from Kings Center Drive at Kings Mills Road to right-in/right-out movements only.

iv) A second dedicated thru-only lane westbound King Avenue/Kings Mills Road beginning on King Avenue 450-Lin. Ft. east of the east edge of pavement for Columbia Road and continuing to Kings Island Drive.

v) New traffic signals at the Kings Mills Road/Kings Island Drive and Kings Mills Road/Columbia Road intersections designed to accommodate the improved roadway sections.

vi) A 200-Lin. Ft. privately-maintained right turn lane for the DEVELOPMENT's Kings Mills Road access point and concrete island restricting access to right-in/right-out only.

(E) With respect to Columbia Road:

i) Extend the northbound Columbia Road left-turn lane at Kings Mills Road to 300-Lin. Ft. including a 50-Lin. Ft. taper.

ii) A dedicated right turn-only lane northbound Columbia Road at Kings Mills Road 350-Lin. Ft. including 50-Lin. Ft. taper.

(F) With respect to miscellaneous work to be performed by WARREN COUNTY:

i) Way Finding signage acceptable to Warren County and the City of Mason.

3) Construction/Bonding Schedule. As a condition of WARREN COUNTY permitting access to the DEVELOPMENT:

i) The DEVELOPER will complete that portion of the improvements described above under Section 1 "Scope of Improvements by DEVELOPER."

ii) No later than 30-calendar days prior to the DEVELOPER'S opening the DEVELOPMENT for business, the DEVELOPER shall provide a surety bond or other security acceptable to WARREN COUNTY in the amount of 130% of the COUNTY ENGINEER'S estimated cost for the performance and 12 months' maintenance of the remaining unconstructed improvements not including the Wilson Avenue improvements that are deferred until the development plan for the southern portion of the DEVELOPMENT area fronting Wilson Avenue is approved as described in Section 1(C).

iii) WARREN COUNTY acknowledges and agrees that DEVELOPER'S opening for business on the DEVELOPMENT site is not contingent upon the completion of the improvements stated in Section 2 "Scope of Improvements by WARREN COUNTY." Furthermore, WARREN COUNTY shall use best efforts to complete the improvements stated in Section 2 "Scope of Improvements by WARREN COUNTY" by not later than November 1, 2023. However, for the traffic signal at Kings Island Drive/Kings Center Court to be permitted to be turned on and

operational, the eastbound lanes on Kings Mills Road shown in Exhibit 2 will be completed along with full improvements on Kings Island Drive less the curb and pavement for the east-most northbound lane on Kings Island Drive north of Kings Center Court. In the event permanent traffic conditions cannot be constructed in accordance with Exhibit 2, the DEVELOPER will be permitted to activate the traffic signals under a temporary traffic control plan ("Temporary Traffic Plan"). The Temporary Traffic Plan may be constructed in accordance with Exhibit 4 or an alternative design, as determined by the COUNTY ENGINEER.

- 4) Maintaining Traffic During Construction. The DEVELOPER'S construction schedule will provide for maintaining all existing lanes and turn lanes in certain directions during peak periods as determined by the COUNTY ENGINEER in consultation with DEVELOPER.
  
- 5) WARREN COUNTY Land Acquisition and Construction Management. Certain DEVELOPMENT improvements defined in Sections 1 and 2 above require right-of-way acquisition by WARREN COUNTY in order to perform construction. By virtue of WARREN COUNTY Board of County Commissioners Resolution No. 22-0271, adopted February 22, 2022 (the "Resolution"), WARREN COUNTY has determined such DEVELOPMENT improvements to be necessary and for public use. WARREN COUNTY will acquire the land and/or right-of-way necessary for the improvements, contract to construct the improvements and manage the roadway improvement construction for the improvement package components. WARREN COUNTY agrees that such right of way acquisition shall not operate as a condition precedent to DEVELOPER'S opening for business on the DEVELOPMENT site. Because the DEVELOPER needs such public improvements that are attributable to the DEVELOPMENT to be constructed on the DEVELOPER'S accelerated schedule, the DEVELOPER agrees to follow the processes described below.

Right-of-Way Acquisition:

- a) The DEVELOPER will provide plans reasonably acceptable to the COUNTY ENGINEER.
- b) Prior to WARREN COUNTY executing a professional services contract for right-of-way acquisition, the DEVELOPER will deposit an amount equal to the cost of the professional services contract with WARREN COUNTY, a complete and accurate copy of which shall be provided to DEVELOPER in advance.
- c) Prior to WARREN COUNTY negotiating with landowners to purchase the land comprising the right-of-way, the DEVELOPER will deposit with WARREN COUNTY an amount equal to 300% of the appraised value of the land to be acquired.
- d) WARREN COUNTY will obtain the consent of DEVELOPER prior to executing a contract to purchase the land for an amount greater than 125% of the appraised value.
- e) If necessary and all legal requirements can be satisfied, WARREN COUNTY may file appropriation proceedings if the DEVELOPER will deposit the anticipated cost of legal proceedings and settlement as determined by mutual agreement of WARREN COUNTY and DEVELOPER.
- f) Any remaining funds deposited in accordance with this process that are not disbursed by WARREN COUNTY will be returned to the DEVELOPER upon completion of the land acquisition phase.

Road Construction:

- a) The DEVELOPER will provide the plans, specifications, bid quantities for COUNTY ENGINEER approval, which shall not be unreasonably withheld, conditioned, or delayed.
- b) Prior to WARREN COUNTY advertising the COUNTY ENGINEER-approved plans for construction, the DEVELOPER will deposit an amount equal to the ENGINEER'S ESTIMATE for construction with WARREN COUNTY, subject to DEVELOPER'S prior approval of such ENGINEER'S ESTIMATE.
- c) Prior to WARREN COUNTY awarding and executing the construction contract, DEVELOPER and WARREN COUNTY will adjust the deposit made under (b) above so that the amount equals 110% of the lowest and best bid amount. If the deposit made under (b) above is in excess of 110% of the lowest and best bid amount, WARREN COUNTY will refund the difference to DEVELOPER. Conversely, if the deposit made under (b) above is less than 110% of the lowest and best bid amount, DEVELOPER will deposit an additional amount with WARREN COUNTY so that the aggregate deposit equals 110% of the lowest and best bid amount. Should the deposit ever drop below the 107% minimum balance during the project, within ten (10) business days after receipt of the written request by the County Engineer, the Developer shall deposit sufficient funds to restore the balance of the deposit to 110% of the cost of the items remaining in the contract to be paid.
- d) Any remaining funds deposited with WARREN COUNTY in accordance with this process that are not disbursed by WARREN COUNTY will be returned to the DEVELOPER upon completion of the roadway construction phase.

Other costs: WARREN COUNTY may elect, in its sole discretion and upon written notice to DEVELOPER, to utilize the WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT (WCTID) to manage the right-of-way acquisition and/or road construction projects. If WARREN COUNTY uses WCTID for such responsibility, the DEVELOPER will reimburse WARREN COUNTY for WCTID management fees equal to three percent (3%) of the total cost of the portion of the right-of-way acquisition and construction managed by WCTID.

Prevailing Wage: WARREN COUNTY will follow the Ohio Prevailing Wage Law for publicly bid roadway construction projects.

- 6) DEVELOPER to Provide Permits, Agreements. For DEVELOPER-constructed improvements as stated in Section 1, the DEVELOPER will provide to the COUNTY ENGINEER, as applicable: (a) executed copies of all necessary right-of-way agreements, easements, and other permits needed to complete the improvements to the reasonable satisfaction of the COUNTY ENGINEER prior to the COUNTY ENGINEER'S issuing a permit to construct improvements in the public right-of-way.
- 7) The Parties to Consult Throughout. The DEVELOPER acknowledges that WARREN COUNTY cannot make any warranties on the final cost or schedule of completion of the improvements; provided, however, both Parties will consult with the other on an ongoing basis regarding such cost and the schedule of completion of the improvements. Such consultation shall occur at regular intervals and, at minimum, at the following times: (i) monthly or other interval agreed upon throughout the project; (ii) prior to the WARREN COUNTY'S execution of professional services, or either Party executing a construction contract involving construction within the public right-of-way with

DEVELOPER funds, (iii) the commencement and the completion of an eminent domain proceeding on right-of-way required for the improvements; (iv) during the review of contractor bids and prior to the selection of a contractor by either Party; and (v) prior to the acceptance by either Party of any request for design changes.

8) Design and Construction Standards.

(A) *Design Standards.* All publicly-maintained improvements will be designed in accordance with generally accepted principles of roadway and drainage design as provided in the Ohio Department of Transportation Location and Design Manual (ODOT L&D Manual), Warren County Storm Water Regulations, and AASHTO – A Policy of Geometric Design of Highways and Streets (Green Book) or other standard approved by the COUNTY ENGINEER.

(B) *Other Public Improvements to be Considered.* The construction design will also consider the potential for improvements by WARREN COUNTY or others to be constructed either with the DEVELOPER's improvements described in "1.) Scope of Improvements" or at a later undetermined date. The DEVELOPER agrees that, subject to the mutual agreement of the Parties and provided that WARREN COUNTY is not in default under this Agreement, the COUNTY ENGINEER may increase the DEVELOPMENT design scope to include the consideration, and potentially the construction, of additional improvements provided that all costs, including but not limited to the construction costs, attributable to the change in design scope by the COUNTY ENGINEER will be paid solely by WARREN COUNTY. DEVELOPER'S opening for business on the DEVELOPMENT site shall not be conditioned upon the completion of such additional improvements.

(C) *Location of Improvements.* The DEVELOPMENT's public improvements will be located and situated within the public right-of-way in a manner that most appropriately satisfies the shared interests of the DEVELOPER, adjacent property owners, and the health, safety, convenience, and welfare of the public as determined by the COUNTY ENGINEER with the COUNTY ENGINEER considering the proposed DEVELOPMENT improvements and any other future public improvements anticipated within the project area.

(D) *Construction standards.* All publicly-maintained improvements will be constructed in accordance with generally accepted principles of roadway and drainage construction as provided in the Ohio Department of Transportation Construction and Material Specifications (ODOT CMS), Warren County Supplemental Specifications, or other standard approved by the COUNTY ENGINEER.

(E) *Pavement Section.* The public roadway typical section will be determined by the COUNTY ENGINEER after review of the geotechnical analysis provided by the DEVELOPER.

(F) *ODOT Prequalified Contractors Required.* For DEVELOPER and WARREN COUNTY construction, the General Contractor and all sub-contractors performing work within the public road right-of-way must be pre-qualified for the bid item or task being completed. An index of contractor's that are prequalified by ODOT is located on ODOT's website under [Prequalification & Certification | Ohio Department of Transportation](#).

(G) *Punch List*. The DEVELOPER AND WARREN COUNTY public road construction contracts will include the following provisions: a) video inspection and report of all public storm sewer improvements will be performed per ODOT CMS Specification 611, b) the Contractor and County Engineer's Office representatives will complete a punch list walk through inspection 9-months after the substantial project completion date with all punch list items to be completed within 12-months of the substantial project completion date. Upon satisfactory completion of such punch list items, WARREN COUNTY will be responsible for the maintenance of the improvements and the improvements shall be publicly dedicated to WARREN COUNTY.

9) Change in Scope. In the event that the COUNTY ENGINEER makes a request to increase the DEVELOPMENT scope of improvements beyond those improvements listed in Section 1 and Section 2, the design, construction, and right-of-way costs associated with the increased scope of improvements will be paid by WARREN COUNTY.

10) Utilities. Pursuant to the Resolution No. 22-0271, dated February 22, 2022, WARREN COUNTY has determined that the DEVELOPMENT improvements are a necessity in furtherance of the public safety, convenience and welfare. WARREN COUNTY agrees to contact any and all utility companies who make use of the rights-of-way affected by the DEVELOPMENT improvements and, in accordance with statutory authority, to have such utility companies relocate their equipment and any easements so as not to interfere with the proposed improvement, maintenance or repair of such improvements. Such relocation is to include, as necessary, the shutdown of utilities, the relocation of any utility easements or utility lines, and the provision of temporary utility services. At its sole discretion, WARREN COUNTY may, but is under no obligation, to dispute a utility owner's claim that the utility is entitled to be reimbursed for costs associated with the relocation of the utility owner's facilities. Utility relocation costs are the sole responsibility of the Developer.

12) Insurance.

WARREN COUNTY and DEVELOPER agree to maintain, at their respective sole expense, Commercial General Liability Insurance coverage covering all the work to be provided by such party and any of its agents, employees, representatives, contractors, and subcontractors under this Agreement. Notwithstanding the foregoing or anything herein to the contrary, DEVELOPER may elect to self-insure for coverage through participation in a corporate insurance and/or deductible policy with coverage limits commensurate with a project in the amount of \$10,000,000, and such limits may be satisfied in combination with excess coverage. WARREN COUNTY has elected to insure through the County Commissioners Association of Ohio's County Risk Sharing Authority, with general liability limits of \$1,000,000 each occurrence, and excess liability limits of \$9,000,000.

13) Indemnification.

Each party shall be responsible for its own acts and omissions and those of its employees, staff, agents, representatives, and/or contractors. Neither party shall be responsible for the acts or omissions of the other party's employees, staff, agents, representatives, and/or contractors. Each party shall defend itself and its employees, staff, agent, representatives and contractors, and pay any judgments and costs arising out of its/their own acts and omissions. Nothing in this Agreement shall transfer responsibilities of the acts or omissions of one party to the other party. Nothing in this Agreement shall prohibit a party from contracting with its contractors and



subcontractors to provide indemnification for own acts and omissions of such contractors and subcontractors.

- 14) Notices. Any notice, request, or demand permitted or required to be given hereunder shall be in writing, signed by or on behalf of the party giving the notice, and shall be deemed to have been given when delivered personally to an authorized agent of the other party in interest, or on the next business day after the same has been deposited for overnight delivery with any nationally recognized overnight courier service, addressed to the other party at the address stated below (which address may be updated from time to time by written notice to the other party):

County Engineer  
210 W. Main Street  
Lebanon, Ohio 45036

Board of Warren County Commissioners  
406 Justice Drive  
Lebanon, Ohio 45036

BSMH Fairfield, LLC

BSMH Fairfield, LLC  
1701 Mercy Health Place  
Cincinnati, Ohio 45237  
Attn: Dan McCarthy, Vice President, Real Estate Development  
Email: [dmccarthy@mercy.com](mailto:dmccarthy@mercy.com)

with a copy to:

Daniel G. Dutro, Jr.  
Bon Secours Mercy Health  
1701 Mercy Health Place  
Cincinnati, Ohio 45237  
Email: [DGDutro1@mercy.com](mailto:DGDutro1@mercy.com)

- 15) Waiver. No waiver of any breach or default by either party to this Agreement shall be implied from any omission or failure to take any action or delay in taking action with respect to such breach or default if the same breach or default continues or is repeated. No express waiver of any breach or default shall affect any other breach or default or cover any period of time other than the period of time specified in the express waiver. One or more waivers of any breach or default in the performance of any term or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent breach or default in the performance of the same term or covenant or any other term or covenant contained in this Agreement.
- 16) Amendments. Except updates to notice addresses as effectuated herein, this Agreement may be amended, modified, or supplemented only by a written agreement signed by all of the parties.
- 17) Remedies. Each party shall have the right to prosecute any proceedings at law or in equity, including remedies of temporary restraining order, injunction, or specific performance, against the other party or against an occupant or other third party claiming through or under the other party, or any other person or entity violating, attempting to violate, or defaulting upon any of the provisions contained in this Agreement, in order to prevent or cause the cessation of any violation,

attempted violation, or default upon the provisions of this Agreement and to recover damages for any such violation or default. The rights and remedies expressly given to the parties under this Agreement shall be cumulative and no single right or remedy shall be exclusive of any others or of any other right or remedy at law or in equity that the parties might otherwise have by virtue of a breach or default under this Agreement.

- 18) Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The venue for any and all disputes, interpretations, claims or causes of action of any kind shall be brought exclusively in the Warren County Court of Common Pleas, General Division (unless the parties mutually agree in writing to mediation to be conducted in Warren County, Ohio). The parties irrevocably waive the right to bring or remove any and all disputes, interpretations, claims or causes of action of any kind in any other county, state or federal court. Should either party breach this exclusive venue provision, the breaching party shall pay the reasonable attorney's fees and court costs that the other party incurs relating to such action having to be removed to the venue provided herein.
- 19) Miscellaneous. The rights, obligations, and interests created and granted under this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior written or oral negotiations and understanding. The rights, obligations, and interests created and granted under this AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of the Parties. Except updates to notice addresses as effectuated herein, this Agreement may be amended, modified, or supplemented only by a written agreement signed by all of the Parties. This Agreement may be executed in counterparts, facsimile, electronic transmission, pdf format, or otherwise, each of which shall constitute one and the same instrument.
- 20) Recorded Affidavit. This Agreement shall be incorporated by reference into an affidavit relating to title per R.C. 5301.252 (B)(3) and recorded of public record. DEVELOPER shall execute and cause the affidavit to be recorded in the Warren County, Ohio Recorder's Office, at DEVELOPER's sole expense.
- 21) Termination of Agreement. There is no termination date for the DEVELOPER'S obligations specified in Section 1(C) with respect to the DEVELOPER'S improvements to be constructed along Wilson Avenue. All other provisions of this Agreement shall terminate as of the date that is the earlier of: (a) the date when all improvements are accepted for public dedication by WARREN COUNTY; and (b) the date that is the five (5)-year anniversary of the EFFECTIVE DATE; unless otherwise extended by mutual agreement of the Parties.

*[Remainder of this page is left blank intentionally. Signature page follows.]*

IN EXECUTION WHEREOF, DEVELOPER has caused this AGREEMENT to be executed on the date stated below by its authorized representative, in accordance with its operating agreement or by resolution after having the opportunity to review the AGREEMENT with legal counsel.

**DEVELOPER:**  
**BSMH FAIRFIELD, LLC,**  
an Ohio limited liability company

By: [Signature]  
Print Name: John M. Starck  
Title: CEO  
Date: 10/26/22

STATE OF Ohio, COUNTY OF Hamilton ss:

The foregoing instrument was acknowledged before me this 27th day of October, 2022, by John M. Starck, the CEO of BSMH Fairfield, LLC, an Ohio limited liability company, on behalf of the limited liability company. This notarial act is in compliance with R.C. 147.542 (D)(1).

[seal]



KELLY C MEDER  
Notary Public  
State of Ohio  
My Comm. Expires  
October 18, 2025

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_

[the remainder of this page intentionally left blank, one signature page to follow]

IN EXECUTION WHEREOF, upon written recommendation of the County Engineer, the Board of Warren County Commissioners has caused this Agreement to be executed on the date stated below by County Administrator, Tiffany Zindel, pursuant to Resolution No. 22-1687 dated 11-1-22

RECOMMENDED BY:

WARREN COUNTY ENGINEER

By: Neil F. Tunison  
Neil F. Tunison, P.E., P.S., County Engineer  
Date: 11/1/2022

BOARD OF WARREN COUNTY COMMISSIONERS

By: Tiffany Zindel  
Tiffany Zindel, County Administrator  
Date: 11-1-22

STATE OF OHIO, COUNTY OF WARREN, ss:

BE IT REMEMBERED, on this 1 day of November 2022, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be **Tiffany Zindel**, County Administrator of Warren County, Ohio, and pursuant to the authority granted to her to act on behalf of the Board of Warren County Commissioners, and while acting in such official capacity, did acknowledge the signing thereof to be her voluntary act and deed. This notarial action is in compliance with R.C. 147.542 (D)(1).



KRYSTAL LYNN POWELL  
NOTARY PUBLIC • STATE OF OHIO  
Comm. No. 2021-RE-834386  
My Commission Expires July 15, 2026

Krystal Lynn Powell  
Notary Public  
My Commission Expires: July 25, 2026

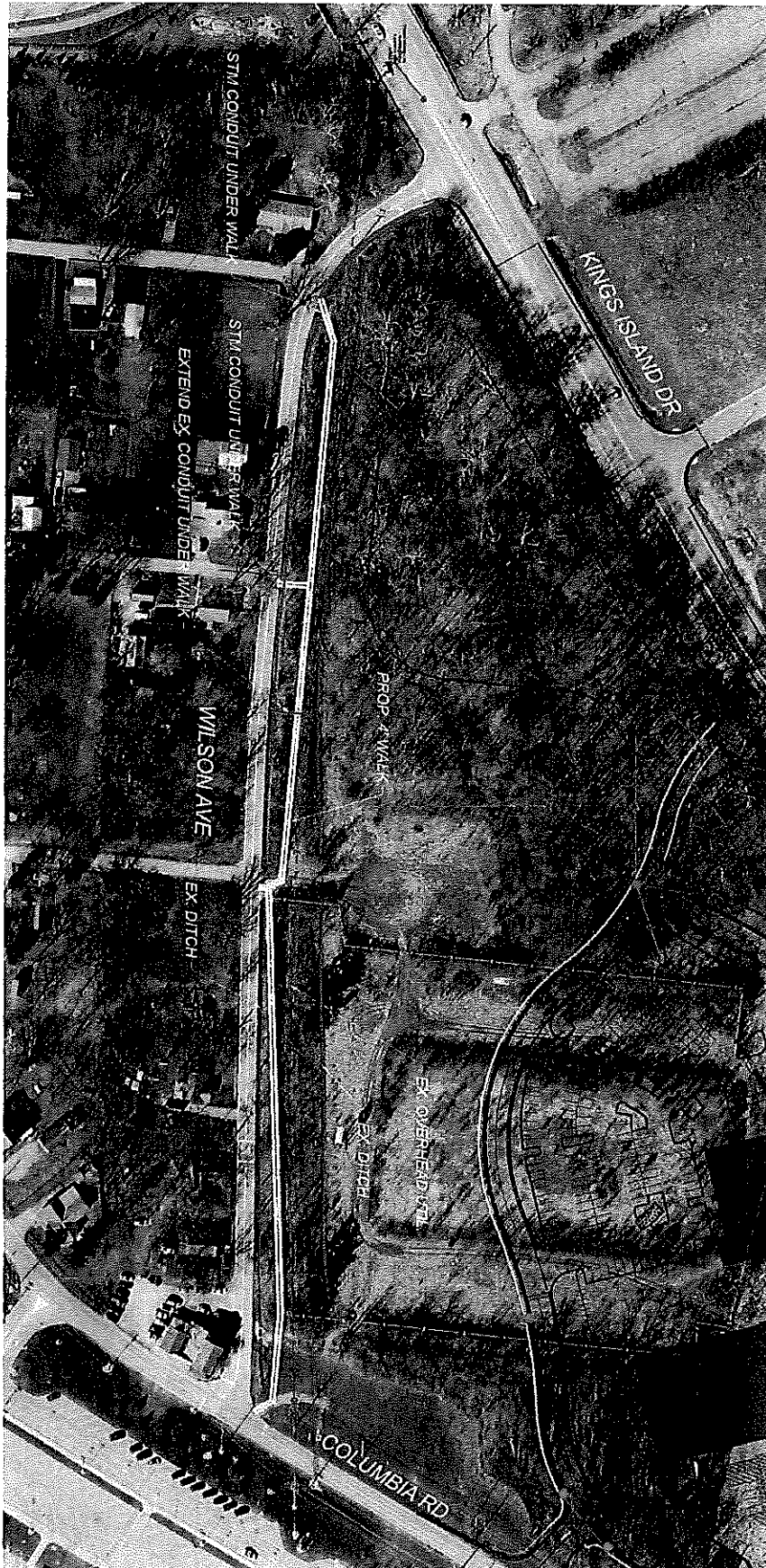
APPROVED AS TO FORM:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: Bruce A. McGary  
Bruce A. McGary, Assistant Prosecutor  
Date: 11/1/2022







**LEGEND**  
4' GRAVEL OR TURF WALK  
4' ASPHALT WALK



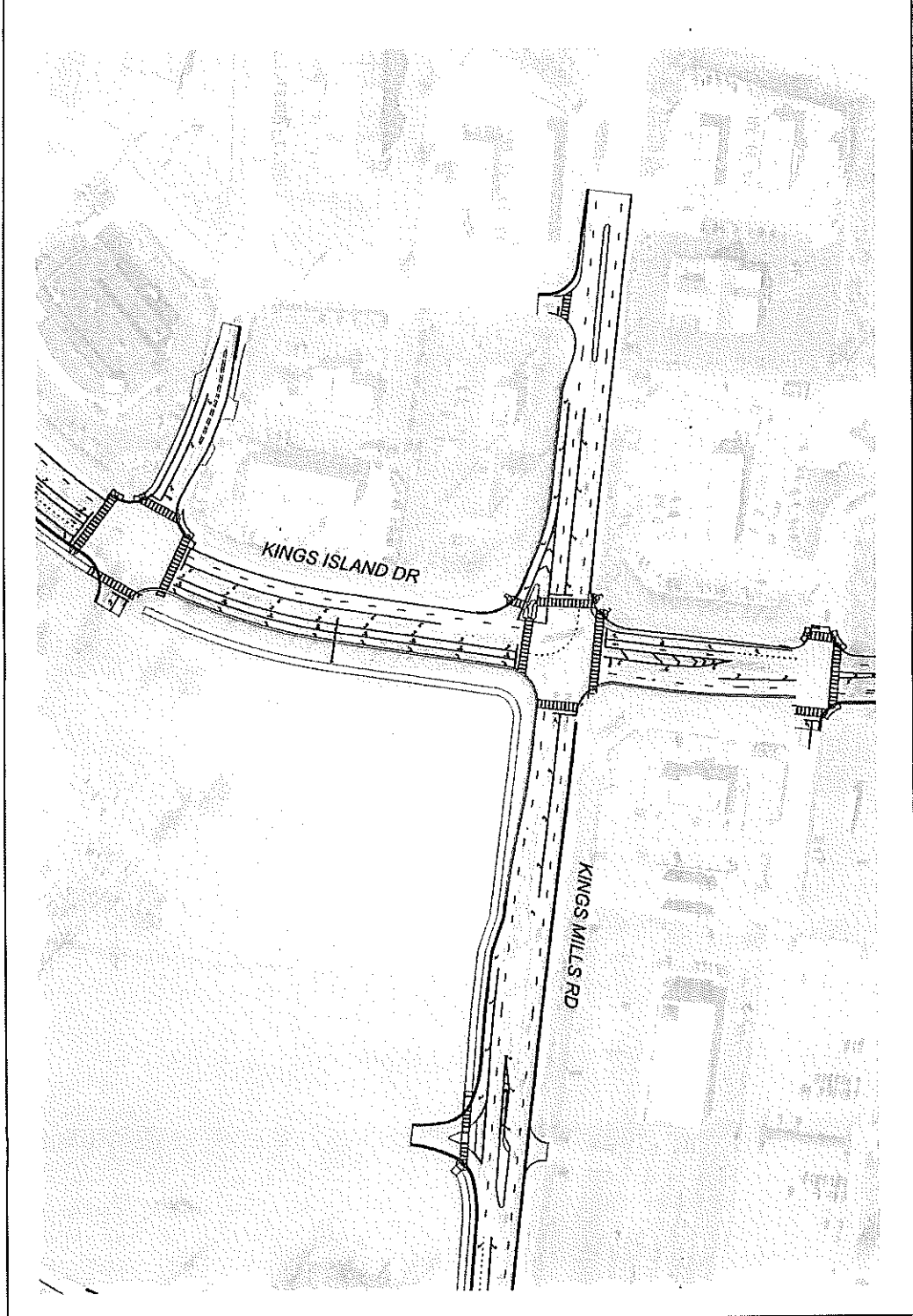
WILSON AVE WALK EXHIBIT

Exhibit 3

DATE: 6/14/2022  
SCALE: 1"=20'  
PROJECT: WILSON PARK  
SHEET: 17x11  
DRAWN BY: JPS  
CHECKED BY: JPS  
DATE: 6/14/2022

KINGS MILLS ROAD (CR 31) / KINGS ISLAND DRIVE (CR 110) IMPROVEMENTS 2023

PROJECT NUMBER: 2023-01-001 DATE: 01/15/2023 SCALE: 1"=40' (PLAN)  
© 2023 THE UNIVERSITY OF TEXAS AT AUSTIN



DATE	01/15/2023
BY	[Signature]
CHECKED	[Signature]
DESIGNED	[Signature]
DRAWN	[Signature]
APPROVED	[Signature]

INTERIM CONDITIONS

Exhibit 4