

Resolution

Number 23-1376

Adopted Date October 24, 2023

ADOPT CLASSIFICATIONS SPECIFICATIONS AND POINT FACTOR ASSIGNMENTS OF WATER AND SEWER GIS TECHNICIAN WITHIN THE WATER AND SEWER DEPARTMENT

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

WHEREAS, the Director has requested that the position Water and Sewer GIS Technician be created within the Water and Sewer Department; and

WHEREAS, the Human Resource Manager has reviewed the new classification/specification and has made recommendation to the Board of Commissioners to create the classification specification of Water and Sewer GIS Technician within Water and Sewer Department; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the newly created classification specification; and

NOW THEREFORE BE IT RESOLVED; to create the classification specification of Water and Sewer GIS Technician, pay range assignment of 17, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the classification specifications of Water and Sewer GIS Technician, effective October 24, 2023.

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Classification/Compensation file
Water and Sewer (file)
OMB – Sue Spencer

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS
An Equal Opportunity Employer

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TITLE: Water and Sewer GIS Technician

PAY RANGE: 17

JOB RESPONSIBILITIES: Performs other duties as required.

Under direction of the Data Systems Manager, edits and maintains the GIS database using ArcGIS software while utilizing established procedures and best practices of data entry to assure quality control and data integrity. GIS map creation, GPS collection and GIS analysis within the Water and Sewer Department.

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

Associates Degree or currently enrolled in GIS, Computer Science or a closely related field from an accredited college or university, experienced in Microsoft Excel, ArcPro (desired), ArcMap 10.6 or higher, Arc Editor, and ArcGIS Online or Portal for ArcGIS is preferred.

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

1. Compile, attribute, convert, edit, and maintain data in geographic and operational databases and their associated documentation.
2. Knowledge and ability to operate ESRI based products.
3. Assist in establishing and maintaining GIS database quality control and quality assurance procedures.
4. Uphold GIS system integrity, security, and confidentiality.
5. Provide support of integration between GIS and other non-spatial applications.
6. Provide technical support on GIS applications and mapping assistance to the Water and Sewer Department.
7. Maintain and manage ArcGIS Online for the Water and Sewer Department.
8. Create and modify maps & drawings as requested in GIS software.
9. Scan and digitize record drawings and project files and create GIS data layers and attribute databases from the extracted data.
10. Collect Global Positioning System (GPS) points in the field of water and sewer infrastructure utilizing GPS equipment, including all new water and sewer projects, including private developments.
11. Provide timely information in response to inquiries regarding Warren County Water and Sewer facilities, as-builts, OUPS requests, etc.

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS
An Equal Opportunity Employer

Page 2 of 2

TITLE: Water and Sewer GIS Technician

PAY RANGE: 17

12. Review as-built drawing submittals for consistency with Warren County Water & Sewer standards.

KNOWLEDGE, SKILLS AND ABILITIES: Necessary to perform duties.

Knowledge of: ESRI based products, GIS applications, publishing and sharing spatial data, SQL Server

Ability to: pay attention to detail, interpret a variety of technical materials; communicate effectively to technical personnel and to the general public.

Skill in: ESRI based products, use of GPS equipment.

WARREN COUNTY

CLASSIFICATION POINT FACTOR ASSIGNMENT

POSITION CLASSIFICATION TITLE: Water & Sewer GIS Technician

	<u>FACTOR</u>	<u>DEGREE</u>	<u>POINTS</u>
#1	Degree of Supervision Exercised	B	45
#2	Knowledge Required	C	101
#3	Work Policies and Methods	E	112
#4	Work Structure and Independence of Action	C	101
#5	Responsibility for Assets	D	60
#6	Responsibility for Safety of Others	D	68
#7	Responsibility for Completing Records and Reports	D	72
#8	Personal Contacts	D	30
#9	Work Environment and Physical Demands	B	23
	TOTAL POINT FACTOR ASSIGNMENT		<u>612</u>
	RANGE		# 17

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

Resolution

Number 23-1377

Adopted Date October 24, 2023

AMEND RESOLUTION #23-1293, APPROVING A PAY INCREASE FOR JEREMY TURNMIRE WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, pursuant to Resolution #23-1293, adopted October 10, 2023, this Board approved a pay increase for Jeremy Turnmire for obtaining a laboratory certification; and

WHEREAS, Mr. Turnmire actually obtained his Ohio EPA Class I Water Supply License and should have been promoted to Water Treatment Operator I in addition to receiving the pay increase to \$25.24 per hour; and

NOW THEREFORE BE IT RESOLVED, to amend Resolution #23-1293, adopted October 10, 2023, to reflect the promotion of Jeremy Turnmire to Water Treatment Operator I in addition to receiving the pay increase of \$25.24 per hour effective pay period beginning October 7, 2023.

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

Mrs. Jones – absent

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: J. Turnmire's Personnel file
Water and Sewer (file)
S. Spencer

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

Resolution

Number 23-1378

Adopted Date October 24, 2023

APPROVE THE PROMOTION OF JAYDON FLANNERY TO THE POSITION OF WATER TREATMENT PLANT OPERATOR I WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Flannery has obtained his Class I Water Supply I license; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Jaydon Flannery, to the position of Water Treatment Plant Operator I of Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range 15, at \$25.24 per hour, effective pay period beginning October 21, 2023.

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
J. Flannery's Personnel file
OMB-Sue Spencer

Resolution

Number 23-1379

Adopted Date October 24, 2023

HIRE BRIAN SIMPSON AS SEWER COLLECTIONS WORKER I WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Brian Simpson, as Sewer Collections Worker I, 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, \$20.36 per hour, effective October 30, 2023 subject to a negative background check, drug screen, and a 365-day probationary period.

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Brian Simpson's Personnel file
Water/Sewer (file)
OMB – Sue Spencer

Resolution

Number 23-1380

Adopted Date October 24, 2023

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR EVAN MAHLE WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Evan Mahle, Protective Services Caseworker II within the Warren County Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period; and

NOW THEREFORE BE IT RESOLVED, to approve Evan Mahle's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$22.39 per hour effective pay period beginning November 4, 2023.

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
E. Mahle's Personnel File
OMB – Sue Spencer

Resolution

Number 23-1381

Adopted Date October 24, 2023

ACCEPT RESIGNATION OF EMMANUEL OLORUNFEMI, PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE OCTOBER 18, 2023

BE IT RESOLVED, to accept the resignation, of Emmanuel Olorunfemi, Protective Services Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective October 18 2023.

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 23-1382

Adopted Date October 24, 2023

AMEND RESOLUTION #23-1297, ADOPTED OCTOBER 10, 2023, TO REFLECT THE NEW RESIGNATION DATE OF ANDREW BOLIN WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, pursuant to Resolution #23-1297, adopted October 10, 2023, the resignation date was listed as November 1, 2023, the employee has requested a new resignation date of October 31, 2023; and

NOW THEREFORE BE IT RESOLVED, to amend Resolution #23-1297 adopted October 10, 2023, to reflect the new resignation date of October 31, 2023.

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: A. Bolin's Personnel file
Children Services (file)
S. Spencer
T. Whitaker

Resolution

Number 23-1383

Adopted Date October 24, 2023

HIRE AUSTIN POWELL AS A BUILDING AND ELECTRICAL INSPECTOR I WITHIN THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT


BE IT RESOLVED, to hire Austin Powell as Building and Electrical Inspector I within the Building and Zoning Department, unclassified, permanent status, full-time (40 hours per week), Pay Range #14, \$23.69 per hour, effective October 30, 2023, subject to a negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Building & Zoning (file)
A. Powell's Personnel file
OMB-Sue Spencer

Resolution

Number 23-1384

Adopted Date October 24, 2023

APPROVE A PAY INCREASE FOR PAIGE BARTON WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

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

WHEREAS, Paige Barton, Emergency Communications Operator within the Warren County Emergency Services Department, has successfully completed three (3) years of service as an Emergency Communications Operator on October 20, 2023; and

NOW THEREFORE BE IT RESOLVED, to approve Paige Barton's pay increase to \$26.34 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning November 2, 2023.

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 23-1385

Adopted Date October 24, 2023

ACCEPT RESIGNATION OF DAVID SAUER, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT EFFECTIVE OCTOBER 20, 2023

BE IT RESOLVED, to accept the resignation of David Sauer, Emergency Communications Operator, within the Warren County Emergency Services Department, effective October 20, 2023.

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
D. Sauer's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 23-1386

Adopted Date October 24, 2023

ACCEPT RESIGNATION OF JORDAN WILLIAMS, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN WARREN COUNTY EMERGENCY SERVICES DEPARTMENT EFFECTIVE OCTOBER 26, 2023

BE IT RESOLVED, to accept the resignation of Jordan Williams, Emergency Communications Operator, within Warren County Emergency Services Department, effective October 26, 2023.

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
J. Williams' Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 23-1387

Adopted Date October 24, 2023

HIRE NICHOLAS ORIHOOD AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT


BE IT RESOLVED, to hire Nichaolas Orihood as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective November 6, 2023, at a starting rate of \$19.41 per hour, subject to a negative background check and drug screen and a 365-day probationary period.

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR

cc: Emergency Services (file)
N. Orihood's Personnel file
OMB- Sue Spencer

Resolution

Number 23-1388

Adopted Date October 24, 2023

HIRE KAYLA CONGER AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

BE IT RESOLVED, to hire Kayla Conger as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective November 6, 2023, at a starting rate of \$19.41 per hour, subject to a negative background check and drug screen and a 365-day probationary period.

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)
K. Conger's Personnel file
OMB- Sue Spencer

Resolution

Number 23-1389

Adopted Date October 24, 2023

HIRE SARAH HULL, AS ADMINISTRATIVE ASSISTANT, WITHIN THE GRANTS/SOLID WASTE DEPARTMENT

BE IT RESOLVED, to hire Sarah Hull as Administrative Assistant, within the Grants/Solid Waste Department, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #13, \$19.58 per hour, effective November 6, 2023, subject to a passing a BCI test, negative drug screen and a 365-day probationary period.

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: S. Hull's Personnel file
Commissioners' file
OMB – Sue Spencer

Resolution

Number 23-1390

Adopted Date October 24, 2023

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY
OCTOBER 26, 2023

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
October 26, 2023.

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor
Commissioners' file
Press

Resolution

Number 23-1391

Adopted Date October 24, 2023

ENTER INTO A CONTRACT WITH OHIO DEPARTMENT OF HEALTH FOR TUBERCULOSIS FUNDING ON BEHALF OF THE WARREN COUNTY COMBINED HEALTH DISTRICT

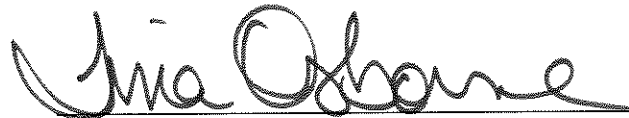
BE IT RESOLVED, to approve and enter into a contract with Ohio Department of Health for Tuberculosis funding on behalf on the Warren County Combined Health District; said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Ohio Department of Health
Health Dept (file)
OMB

**OHIO DEPARTMENT OF HEALTH
TUBERCULOSIS FUNDING AGREEMENT**

This Tuberculosis Funding Agreement ("Agreement") is between:

Ohio Department of Health ("ODH")	AND	Entity Name ("Recipient" or "County Commissioner"): Warren County Board of County Commissioners
Bureau of Infectious Diseases, TB Program		Entity Contact Name ("Authorized Representative"): President, Commissioner Tom Grossmann
Shelby Hale, TB Controller & TB Program Manager ("ODH Agreement Manager")		Entity Address: Warren County Administration Building 406 Justice Drive Lebanon, OH 45036
246 N. High Street, Columbus, Ohio 43215		Contact Phone Number: (513) 695-1250
614-980-4314		Contact email address: Tom.Grossmann@co.warren.oh.us
Shelby.Hale@odh.ohio.gov		OAKS ID Number – Address Code: 52991-1

For the purpose of this Agreement, the term "Party" or "Parties" may be used to refer to either ODH and/or Recipient/County Commissioner individually or collectively. This Agreement must be signed by Recipient and returned along with required attachments to ODH, at Procurement@odh.ohio.gov and Shelby Hale (Shelby.Hale@odh.ohio.gov) within fourteen (14) days. A copy of the fully executed Agreement will be returned to Recipient.

1. **PURPOSE & OBJECTIVE.** All Ohio counties will be eligible to receive funds to offset the cost of public health activities associated with Tuberculosis ("TB") cases that complete an approved course of treatment. The provision of such funds and services will benefit the citizens of Ohio in a manner consistent with the overall mission of the Ohio Department of Health to protect and improve the health of all Ohioans. Eligibility criteria are based upon standards of care set forth in the American Thoracic Society ("ATS"), Centers for Disease Control and Prevention ("CDC") and Infectious Disease Society of America ("IDSA") guidance documents, and are referenced in Ohio Revised Code ("O.R.C.") 339.71 through 339.89 and Ohio Administrative Code ("O.A.C.") 3701-15-01 through 3701-15-03. CDC considers this project to be (1) increasing Human Resource Development ("HRD") for the prevention and control of TB through education and training activities, and; (2) increasing the capacity for appropriate medical evaluation and management of persons with TB disease and infection through medical consultation, for which disclosure of protected health information by covered entities is authorized by section 164.512(b) of Health Insurance Portability and Accountability Act ("HIPAA").
2. **REQUIRED QUALIFICATIONS.** Recipient must be an office of an Ohio County Commissioner.
3. **AGREEMENT TERM.** Subject to §8 and other terms and conditions specified in this Agreement:

3.1. "Agreement Beginning Date" shall be defined as the date indicated here, or the date of Agreement execution by both Parties, whichever is later:

7/1/2023

3.2. "Agreement Ending Date" shall be defined as the date indicated here, the date of Agreement termination or the date to which the Agreement has been extended:

12/31/2023

3.3. "Agreement Period" shall be defined as the time between the "Agreement Beginning Date" and "Agreement Ending Date" unless prior to the expiration date, the Agreement is renewed, terminated, or cancelled in

accordance with the Agreement Terms and Conditions. Any reference to the Agreement Period shall include any renewal terms.

4. AGREEMENT FUNDING.

4.1. "Agreement Funding Source" shall be defined as:

Center for Disease Control and Prevention (CDC) – Tuberculosis Elimination and Laboratory Cooperative Agreement

4.2. Federal Award Identification Number (FAIN):

NU52PS910184

4.3. CFDA Number:

93.116

4.4. Ohio Statute Authorizing Administration of the Program:

Ohio Revised Code ("O.R.C.")
3701.04(A)(4) & 3701.146

5. ATTACHMENTS & ACKNOWLEDGEMENTS. Attachments specified in this Agreement are made a part hereof, and are incorporated as terms and conditions of this Agreement. PLEASE READ CAREFULLY AND INITIAL EACH PARAGRAPH BELOW:

- x DT Recipient affirms that they have read and understand and agree to be bound by the Scope of Activities, Deliverables & Subsidy terms in §7 below, and by the Agreement Terms and Conditions in §8 below;
- x DT If Recipient is not currently a registered vendor with the State of Ohio, Recipient must register online using the OAKS Supplier Self-Registration module at www.supplier.obm.ohio.gov;
- x DT Recipient must complete and submit with this Agreement an Affirmation and Disclosure Form attached and marked Attachment A;
- x DT Recipient certifies its non-profit status and authority to do business in Ohio;
- x DT Recipient must submit with this Agreement verification of any required licenses, registrations or other qualifications required by this Agreement;
- x DT Recipient certifies it is not debarred from consideration for any state or federal government contracts and it is not subject to any unresolved finding for recovery; and
- x DT Effective March 28, 2019, if the Agreement Funding Source identified in §4.1. of this Agreement is one of the following listed funding sources, Recipient must certify that it does not perform nontherapeutic abortions; promote nontherapeutic abortions; contract with any entity that performs or promotes nontherapeutic abortions; nor will Recipient become nor is Recipient currently affiliated with any entity that performs or promotes nontherapeutic abortions as defined in O.R.C. §9.04:
 - Violence Against Women Act;
 - Breast and Cervical Cancer Mortality Prevention Act;
 - Infertility prevention project;
 - Minority HIV/AIDS initiative; or
 - State of Ohio funds, including infant mortality reduction or infant vitality initiatives.

6. FEDERAL NOTICE OF AWARD RESTRICTIONS, DISCLAIMERS, EXCEPTIONS and/or MATERIAL BREACH. In the event of a conflict of terms, the terms and conditions of this Agreement shall take precedence over any conflicting terms in attachments.

6.1. Federal Notice of Award restrictions:

6.1.1. **Audit Requirements:** If 45 CFR 75 Subpart F applies, subrecipients receiving CDC funds under this Agreement must meet applicable audit requirements set forth in 45 CFR 75.

6.1.2. **Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS):** Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all

information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services

RYAN SPRINGER, MBA
Grants Management Specialist | Branch I, IDSB
Office of Grants Services (OGS)
Centers for Disease Control and Prevention (CDC)
Office: (678) 475-4693
Email: RSpringer@cdc.gov

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

This mandatory disclosure requirement must be included in all subawards and contracts under this award. Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371

Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31U.S.C. 3321).

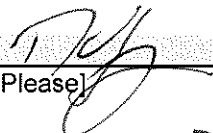
CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

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IN WITNESS WHEREOF, the Parties by signing below indicate their agreement to this Agreement.

ON BEHALF OF COUNTY COMMISSIONER

OHIO DEPARTMENT OF HEALTH

* 
[Signature, Blue Ink Please]

Bruce Vanderhoff, MD, MBA, Director of Health

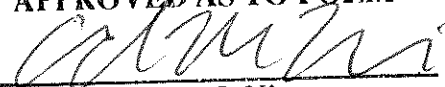
David G Young, Vice President
[Print Name & Title]

Date

10-24-23
Date

Remainder of Page Left Intentionally Blank. Scope of Activities, Deliverables & Subsidy & General Terms and Conditions Immediately Follow this Page.

APPROVED AS TO FORM



**Adam M. Nice
Asst. Prosecuting Attorney**

7. SCOPE OF ACTIVITIES, DELIVERABLES & SUBSIDY.

	Scope of Activities and/or Deliverables (Due Date and Subsidy only noted if Applicable or Required)	Due Date	Subsidy
	During the Agreement Period, County Commissioner and ODH agree that County Commissioner shall complete the following activities and ODH will disburse amounts as indicated:		
7.1.	Offices of County Commissioners will support public health activities associated with reporting, investigation and case management of tuberculosis patients that completed treatment between 1/1/2022-12/31/2022. The following criteria must be met and documented in ODRS to receive payment: 1. Anti-TB drug regimen must meet American Thoracic Society (ATS)/Centers for Disease Control and Prevention (CDC)/Infectious Disease Society of America (IDSA) treatment guidelines and be appropriate for susceptibility pattern, severity of disease and underlying comorbidities. 2. Directly observed therapy (DOT) must be performed and documented according to dosing and intervals that are consistent with ATS/CDC/IDSA guidelines. 3. Treatment completion dates and doses for the anti-TB drug regimen must be documented. 4. HIV status must be documented as negative, positive, or refused. 5. For pulmonary TB cases, sputum specimens must be collected to document whether culture conversion occurred within 60 days of treatment initiation. 6. For culture positive cases, one specimen must be submitted to the Ohio Department of Health Laboratory for genotyping/whole-genome sequencing. 7. All high-priority contacts must be entered into the disease surveillance system. High priority contacts are defined as household contacts, contacts under age 5 years, contacts with medical risk or immunocompromised, or anyone with total duration of known contact greater than or equal to 8 hours. 8. Cases must receive 80% of their care in the county for that county to claim eligibility.	12/31/2023	
7.2.	County Commissioners shall submit an invoice related to the costs of the work associated with this Agreement. Mandatory requirements on invoice: 1. Time period when work was performed (1/1/2022-12/31/2022). 2. List of ODRS numbers for all eligible cases that met criteria. 3. Total number of eligible cases. 4. Description of services provided (e.g. TB control staff salaries, travel, medical consultation, education). Invoice example is attached to the Agreement.	12/31/2023	\$4,937.07 per TB case meeting treatment standards
TOTAL AGREEMENT AMOUNT		Not to Exceed \$9,874.14	

Terms & Conditions Immediately Follow this Page.

8. AGREEMENT TERMS AND CONDITIONS.

- 8.1. Mutual Promises & Covenants. In consideration of the mutual promises expressed in this Agreement and intending to be legally bound, Recipient agrees to perform, and ODH agrees to pay Recipient, in accordance with §7 and the terms of this Agreement.
- 8.2. Scope of Activities, Deliverables, and Subsidy. Recipient shall provide work, services, products and deliverables in the time and manner and for the Subsidy specified in §7 and any attachment specified or incorporated into this Agreement. In consideration, ODH agrees to pay the Subsidy as set forth in §7. If at any time during the term of this Agreement, ODH determines that Recipient is not using the funds allocated in accordance with the terms of this Agreement or if data, including reports, are not entered in a timely manner, ODH may withhold future payments.
- 8.2.1. Total Agreement Amount. The Total Agreement Amount, as indicated in §7, includes the cost for all services, travel, or any other expenses that Recipient may incur as a result of Recipient's performance of this Agreement. Recipient shall not submit claims for expenses.
- 8.2.2. The Office of County Commissioner shall monitor the work under this Agreement.
- 8.2.3. The Office of County Commissioner waives the interest provisions of O.R.C. 126.30.
- 8.2.4. Subject to the provisions of O.R.C. 126.07 and O.R.C. 131.33, which shall at all times govern this Agreement, ODH represents that it intends to maintain this Agreement for the full Agreement Period set forth in this Agreement and has no reason to believe that it will not have sufficient funds to enable it to make all payments due. ODH further represents that it will use best efforts to obtain the appropriation of any necessary funds during the Agreement Period.
- 8.2.5. Funds Availability. Recipient understands and agrees that this Agreement is contingent upon the availability of lawful appropriations by the Ohio General Assembly and/or if applicable another Agreement Funding Source. The Funding Source will subsidize multiple Recipients under this program. Invoices will be paid out on a first-come-first-served basis. If the Funding Source is depleted or the Ohio General Assembly discontinues funding ODH for the activity specified in this Agreement, this Agreement is terminated as of the date funding expires without further obligation of ODH, State of Ohio, or any other Agreement Funding Source. If ODH has knowledge of insufficient funds to make future payments under this Agreement, ODH will notify Recipient.
- 8.2.6. ODH will not pay the Subsidy to Recipient for any work performed prior to receipt of written notification from the ODH Agreement Manager that the requirements of O.R.C. 126.07 and, if applicable, O.R.C. 127.16 have been met. ODH will not pay the Subsidy to Recipient for any work performed after the Agreement Ending Date, as applicable.
- 8.2.7. Invoices. Recipient shall invoice ODH in accordance with §7 for work or services Recipient provides. An itemized statement listing the services provided, the dates services were provided, and the amount of payment due shall accompany the invoice. Invoices shall be sent to ODH, ATTN: Accounts Payable, P.O. Box 118, Columbus, Ohio 43216-0118. ODH will make payment to Recipient within thirty (30) days of receipt of a valid invoice for the amount of payment due pursuant to Ohio Administrative Code 126-3-01. ODH shall return any invalid or incomplete invoice to Recipient within fifteen (15) days after ODH receives the invoice. An explanation will accompany the invoice that states the reason for return and any information needed to correct the invoice. Final invoices for services provided under this Agreement shall be submitted by Recipient no later than thirty (30) days after the end of the Agreement Period.
- 8.2.7.1. Electronic Commerce Program. The State of Ohio is an active participant in the E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the Recipient by reducing time delays in receiving invoices and making payments that are associated with the existing manual processes. The Recipient is encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with the State of Ohio. Information regarding E-Commerce is available on the Office of Budget and Management's website at www.supplier.obm.ohio.gov.
- 8.2.8. Recipient shall furnish its own support staff and services as necessary for the satisfactory performance of this Agreement. Unless otherwise specified in this Agreement, ODH will not provide any staff, services, or material to Recipient for the purpose of assisting Recipient's performance.
- 8.2.9. ODH may, from time to time as it deems appropriate, communicate specific instructions and requests to Recipient concerning the performance of the work described in this Agreement. Upon such notice and within ten (10) days after receipt of instructions, Recipient shall comply with such instructions and fulfill such requests to the satisfaction of ODH. It is expressly understood by the Parties that these instructions

and requests are for the sole purpose of ensuring satisfactory completion of the work described in this Agreement and are not intended to amend or alter this Agreement or any part thereof. The Agreement Manager will communicate all such instructions and requests to Recipient.

- 8.2.10. If the Agreement Funding Source identified in §4.1. of this Agreement is one of the following listed funding sources, Recipient certifies that Recipient does not perform nontherapeutic abortions; promote nontherapeutic abortions; contract with any entity that performs or promotes nontherapeutic abortions; is or will become affiliated with any entity that performs or promotes nontherapeutic abortions as defined in O.R.C. §9.04:

8.2.10.1. Violence Against Women Act;

8.2.10.2. Breast and Cervical Cancer Mortality Prevention Act;

8.2.10.3. Infertility prevention project;

8.2.10.4. Minority HIV/AIDS initiative; and/or

8.2.10.5. State of Ohio funds, including infant mortality reduction or infant vitality initiatives.

Any failure by Recipient to comply with this section shall be treated as a material breach of this Agreement.

- 8.3. Agreement Period; Extension. This Agreement shall be effective on the Agreement Beginning Date and shall remain in effect until the Agreement Ending Date. Upon written mutual consent of both parties, this Agreement may be renewed or extended past the Agreement Ending Date, subject to the same terms and conditions of this Agreement and subject to any federal and state directives, regulations, laws, Request for Quote or Request for Proposals relating to the subject matter of this Agreement.

- 8.4. Suspension and Termination. ODH may suspend or terminate this Agreement for any reason thirty (30) days after delivery of written notice to Recipient. ODH may suspend or terminate this Agreement immediately after delivery of written notice to Recipient if ODH (i) discovers any illegal conduct on the part of Recipient; (ii) discovers any violation of this Agreement regarding Conflict of Interest and Ethics Laws; (iii) discovers any violation regarding a Drug Free Workplace; (iv) discovers any violation of the funding restriction specified in §8.2.10; (v) is subject to a loss of funding as specified in §8.2.5; (vi) discovers that Recipient or any of its subcontractors has performed any services under this Agreement in violation of §8.12 regarding Prohibition of the Expenditure of Public Funds for Offshore Services; or (vii) discovers or is notified that a petition in bankruptcy or similar proceeding has been filed by or against Recipient. If at any time during the Agreement Period a bankruptcy or similar proceeding has been filed by or against Recipient, Recipient shall immediately notify ODH of the filing.

- 8.4.1. Recipient to Cease Work and Other Agreement Activities. Recipient, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate any subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODH may require. Any unused subsidies must be returned to ODH upon termination.

- 8.4.2. Determining Subsidy after Agreement Suspension or Termination. In the event of suspension or termination under this Agreement, with the exception of termination for violation of §8.2.10 and §8.12, Recipient shall be entitled to the Subsidy, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which shall be calculated by ODH based on the Subsidy set forth in §7 and §8.2, less any funds previously paid by or on behalf of ODH. ODH shall not be liable for any further claims, and the claims submitted by Recipient shall not exceed the total amount of Subsidy allowed by this Agreement.

- 8.5. Breach or Default.

- 8.5.1. Material Breach. Upon a Material Breach of the Agreement, as designated in §8.2.10 and §8.12, ODH may unilaterally terminate this Agreement without payment of the Subsidy to Recipient as a material breach is understood by the Parties to be so significant that it has destroyed the value of the Agreement and, due to the nature of the services that Recipient offers the State of Ohio, a Material Breach would undermine the sole purpose of the Agreement.

- 8.5.2. Upon breach or default by Recipient of any of the provisions, obligations or duties provided for in this Agreement, ODH may exercise all administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ODH retains the right to exercise all remedies provided for in this Agreement.

- 8.5.3. If ODH or Recipient fail to perform an obligation or obligations under this Agreement and thereafter such failure is waived by the other party; such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by ODH shall not be effective unless it is in writing and signed by the Director of Health or his or her designee, except that Agreement Manager may agree in writing to non-substantial changes to §7, such as changes in form, format, deadlines, or other minimal changes that do not diminish the value of the specified work or deliverable.
- 8.6. Independent Contractor. It is fully understood and agreed that Recipient is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Health (for purposes of O.R.C. Chapter 145) solely on the basis of this Agreement. No agency, employment, joint venture or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement. Inasmuch as ODH is interested in Recipient's services, ODH does not control the manner in which Recipient performs this Agreement. ODH is not liable for the workers' compensation or unemployment compensation payments required by O.R.C. Chapters 4123 and 4141, respectively. In addition, Recipient assumes responsibility for tax liabilities that result from the subsidy paid to Recipient by ODH. ODH will report any payment made under this Agreement to the Internal Revenue Service on Form 1099. Additionally, no provision contained in this Agreement shall be construed as entitling Recipient to participate in hospital plans, medical plans, sick leave benefits, vacation, and other benefits available to employees of ODH or to become a member of the Public Employees Retirement System (O.R.C. Chapter 145).
- 8.7. Conflict of Interest and Ethics Laws.
- 8.7.1. Neither Recipient nor any officer, member or employee of Recipient shall, prior to the completion of such work and payment for such work, acquire any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of such work.
- 8.7.2. Recipient hereby covenants that neither Recipient, nor any officer, member, or employee of Recipient, have any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this Agreement.
- 8.7.3. Recipient shall not promise or give to any ODH employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. Recipient shall not solicit an ODH employee to violate any ODH rule or policy relating to the conduct of contracting Parties or to violate O.R.C. 102.03 to 102.04 or O.R.C. 2921.42.
- 8.7.4. Recipient hereby covenants that Recipient and any officer, member or employee of Recipient are in compliance with O.R.C. 102.04 and that if Recipient is required to file a statement pursuant to O.R.C. 102.04(D)(2), such statement has been filed with the ODH General Counsel in addition to any other required filings.
- 8.7.5. Recipient hereby certifies compliance with the executive agency lobbying requirements of O.R.C. 121.60 to 121.69.
- 8.7.6. Recipient hereby certifies and affirms that, as applicable to Recipient, no party listed in Division (I) or (J) of O.R.C. 3517.13 or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of \$1,000.00 (One Thousand Dollars) to the Governor or to his campaign committees. If it is determined that Recipient's certification of this requirement is false or misleading, notwithstanding any criminal or civil liabilities imposed by law, Recipient shall return to ODH all monies paid to Recipient under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- 8.8. Nondiscrimination and Equal Employment Opportunity.
- 8.8.1. In carrying out this Agreement, Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin or ancestry. Recipient shall comply with all applicable State of Ohio and Federal laws relating to nondiscrimination and equal employment opportunity as those laws may be amended from time to time, including but not limited to the following:
- 8.8.1.1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
- 8.8.1.2. Title VII of the Civil Rights Act of 1991 (P.L. 102-166) which prohibits discrimination on the basis of race, color or religion, national origin and sexual orientation in employment;

- 8.8.1.3. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency ("LEP"), which requires reasonable steps to ensure that LEP persons have meaningful access to programs (see www.lep.gov), and Health and Human Services ("HHS") implementing regulations at 45 CFR part 80;
 - 8.8.1.4. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, and HHS implementing regulations at 45 CFR part 86;
 - 8.8.1.5. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps in the provision of benefits or services as well as employment, and the HHS implementing regulations are codified at 45 CFR parts 84 and 85;
 - 8.8.1.6. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age and the HHS implementing regulations codified at 45 CFR part 91;
 - 8.8.1.7. Intentionally omitted; and
 - 8.8.1.8. Prohibitions against retaliation against individuals for taking action or participating in an action to secure rights provided in State and Federal laws relating to nondiscrimination.
- 8.9. "Sweatshop Free" Certification. Recipient hereby certifies that all facilities used for the production of supplies or performance of services offered in this Agreement is in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by Recipient in furnishing the supplies or services pursuant to this Agreement. If it is determined that Recipient's certification of this requirement is false or misleading, then Recipient understands that it shall be grounds for the termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- 8.10. Records, Documents and Information. All records, documents, writings or other information produced or used by Recipient in the performance of this Agreement shall be treated according to the following terms:
- 8.10.1. All ODH information which, under the laws of the State of Ohio, is classified as public or private will be treated as such by Recipient. Where there is a question as to whether information is public or private, ODH shall make the final determination. Recipient shall not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Recipient agrees to be bound by the same standards of confidentiality that apply to the employees of ODH and the State of Ohio. If at any time during the Agreement period a proceeding has been filed by or against Recipient which would compel disclosure of private information under this Agreement, Recipient shall immediately notify ODH of the filing. The terms of this section shall be included in any subcontracts executed by Recipient for work under this Agreement.
 - 8.10.2. All proprietary information of Recipient shall be held to be strictly confidential by ODH in accordance with Section 149.43 of the Ohio Revised Code. Proprietary information is information which, if made public, would put Recipient at a disadvantage in the market place and trade of which Recipient is a part. Recipient is responsible for notifying ODH of the nature of the information prior to its release to ODH. ODH reserves the right to require reasonable evidence of Recipient's assertion of the proprietary nature of any information to be provided.
 - 8.10.3. All records relating to costs, work performed and supporting documentation for invoices submitted to ODH by Recipient shall be retained and made available by Recipient for audit by the State of Ohio (including, but not limited to, ODH, the Auditor of the State of Ohio, the Ohio Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of three years after payment for work performed under this Agreement. If an audit, litigation, or other action is initiated during this time period, Recipient shall retain such records until the action is concluded and all issues resolved or the three years end, whichever is later.
- 8.11. Disclosure of Personal Health Information. Recipient hereby agrees that the information provided or made available by ODH shall not be used or disclosed other than as permitted or required by this Agreement or as required by law. Recipient will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this Agreement. Recipient shall comply with 45 C.F.R.164.504(e)(2)(ii) and the Federal Information Security Management Act (P.L. 107-347) ("FISMA" as applicable to CDC grants). Recipient shall immediately report to ODH any discovery of use or disclosure of information not provided for or allowed by the Agreement. Recipient hereby agrees that anytime information is provided or made available to any subcontractor or agent, Recipient must enter into a subcontract with the

subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of information as contained in this Agreement. Recipient must obtain ODH approval prior to entering into such agreements. Further, Recipient agrees to make available and provide right of access to an individual of their protected health information when that protected health information is obtained in the performance of Recipient's obligations under this Agreement.

- 8.12. Prohibition of the Expenditure of Public Funds for Offshore Services. No State of Ohio Cabinet, Agency, Board or Commission will enter into any contract to purchase services provided outside the United States or that allows State of Ohio data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Recipient performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided to the State in the Agreement. Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid to Recipient for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective. The Recipient must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Recipient understands and will meet the requirements of the above prohibition. The Affirmation and Disclosure Form is attached hereto as Attachment A. During the performance of this Agreement, if the Recipient changes the locations(s) disclosed on the Affirmation and Disclosure Form, Recipient must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.
- 8.12.1. Termination, Sanction, Damages. If Recipient or any of its subcontractors perform services under this Agreement outside of the United States or State of Ohio data is sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside the United States, the performance of such services shall be treated as a material breach of the Agreement. ODH is not obligated to pay and shall not pay for such services. If Recipient or any of its subcontractors perform any such services, Recipient shall immediately return to ODH all funds paid for those services. ODH may also recover from Recipient all costs associated with any corrective action ODH may undertake, including but not limited to an audit or a risk analysis, as a result of Recipient performing services outside the United States.
- 8.12.2. ODH may, at any time after the breach, terminate the Agreement, upon written notice to Recipient. ODH may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.
- 8.12.3. If ODH determines that actual and direct damages are uncertain or difficult to ascertain, ODH in its sole discretion may recover a payment of liquidated damages in the amount of 1% of the value of the Agreement.
- 8.12.4. ODH, in its sole discretion, may provide written notice to Recipient of a breach and permit Recipient to cure the breach. Such cure period shall be no longer than fourteen (14) calendar days. During the cure period, ODH may buy substitute services from a third party and recover from Recipient any costs associated with acquiring those substitute services.
- 8.12.5. Notwithstanding ODH permitting a period of time to cure the breach or Recipient's cure of the breach, ODH does not waive any of its rights and remedies provided ODH in this Agreement, including but not limited to recovery of funds paid for services Recipient performed outside of the United States, costs associated with corrective action, or liquidated damages.
- 8.13. Assignment. Recipient will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of ODH. Any assignment or delegation not consented to may be deemed void by the ODH.
- 8.14. Drug Free Workplace. Recipient shall comply with all applicable state and federal rules, regulations and statutes pertaining to a drug free workplace. Recipient shall make a good faith effort to ensure that all employees of Recipient do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.
- 8.15. Security & Safety Rules. When using or possessing ODH data or accessing State of Ohio networks and systems, the Contractor, its employees, subcontractors and agents must comply with all applicable state rules, policies, and regulations regarding state-provided IT resources, data security and integrity. When on any property owned or controlled by the State of Ohio, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.

- 8.16. Trafficking Victims Act. In carrying out this Agreement, Recipient, its employees, subcontractors and their employees shall comply with Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104); and is now located at 2 CFR Part 175 during the term of this Agreement. Recipient must include this provision in its contracts and subcontracts under this Agreement. Recipient must inform ODH immediately of any information regarding violation of the foregoing. Recipient understands that its failure to comply with this provision may subject ODH to loss of federal funds. Recipient agrees to compensate ODH for any such funds lost due to its failure to comply with this condition, or the failure of its subcontractors to comply with this condition.
- 8.17. Compliance.
- 8.17.1. Recipient affirmatively represents and warrants to ODH that it is not subject to a finding for recovery under O.R.C. 9.24 or that it has taken the appropriate remedial steps required under O.R.C. 9.24 or otherwise qualifies under that section. Recipient further affirmatively represents and warrants to ODH that it is not debarred or suspended from entering into state of Ohio contracts pursuant to O.R.C. 125.25 and is not subject to exclusion, disqualification or ineligibility as defined in 2 C.F.R. 180.110. Recipient agrees that if this representation and warranty is deemed false, the Agreement will be void *ab initio* as between the Parties to this Agreement, and any funds paid by ODH hereunder shall be immediately repaid to ODH, or an action for recovery may be immediately commenced by ODH for the recovery of said funds.
- 8.17.2. Recipient certifies that Recipient is not federally debarred from participating in government contracts funded by federal money as described in 2 C.F.R. 180.220. If at any time during the contractual period Recipient is federally debarred from participating in government contracts funded by federal money, for whatever reason, Recipient shall immediately notify ODH of the debarment.
- 8.17.3. Recipient certifies that all approvals, licenses, registrations or other qualifications necessary to conduct business where the services are performed have been obtained and are operative. If at any time during the contractual period Recipient becomes disqualified from conducting business in Ohio, for whatever reason, Recipient shall immediately notify ODH of the disqualification.
- 8.17.4. Recipient certifies that it is in compliance and will remain in compliance throughout the duration of this Agreement with all other applicable federal and state laws, regulations, rules and Executive Orders and will require the same certification from its subgrantees or subcontractors.
- 8.18. Limitation of Liability. Both Parties agree to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Agreement, and nothing in this Agreement shall be interpreted or construed to place any responsibility for professional acts or omissions onto ODH. ODH's liability for damages, whether in contract or in tort, shall not exceed the amount of direct damages incurred by Recipient, and is the Recipient's sole and exclusive remedy for ODH's failure to perform its obligations under this Agreement. In no event shall ODH be liable for any indirect or consequential damages, including loss of profit, even if ODH knew or should have known of the possibility of such damages. Neither Party is responsible to the other Party for nonperformance or delay in performance of the terms of this Agreement due to acts of God, wars, riots, strikes, or other causes beyond the control of the Parties.
- 8.19. Insurance. Recipient will provide, at its own expense, Workers' Compensation insurance, as required by Ohio law or the laws of any other state where work under this Agreement will be performed. Recipient may be required to show proof of insurance upon request by ODH. Recipient also will provide for its employees performing work under this Agreement employer's liability insurance, and personal injury, bodily injury, and property damage liability insurance, including automobile coverage with personal injury and bodily injury coverage in the amount of at least \$100,000.00 per person, \$300,000.00 per occurrence. In lieu of providing the policies of insurance in the amounts specified in this section, Recipient instead may elect to self-insure such risk in accordance with the laws of this state, based upon a good-faith analysis of the potential liability as it relates to the work to be performed under this Agreement, provided that Recipient is one of the following:
- 8.19.1. A "state institution of higher education" as defined in O.R.C. 3345.12(A)(1), a community college established under O.R.C. Chapter 3354, a state community college established under O.R.C. Chapter 3358, a university branch established under O.R.C. Chapter 3355, or technical college established under O.R.C. Chapter 3357;
- 8.19.2. A "state agency", which means a department, bureau, board, commission, office, agency, institution or other organized body or instrumentality established by the constitution and laws of the state of Ohio for the exercise of any function of state government; or
- 8.19.3. A "political subdivision" of this state, which means a municipal corporation, township, county, school district, or other body corporate and politic responsible for governmental activities only in geographical areas smaller than that of the state.

- 8.20. Rights in Deliverables, Data and Copyrights. Any intellectual property or copyrightable materials produced specifically for and as a deliverable under the terms of this Agreement, including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media, shall become the property of ODH, which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. This section does not apply to any preexisting materials owned by Recipient. Recipient shall not obtain copyright, patent, or other proprietary protection for the Work or Deliverables under this Agreement. ODH grants Recipient an unlimited license to use work and materials produced by Recipient under this Agreement, including the right to publish the results of any work performed under this Agreement. In the event that the Agreement Funding Source is federal funding, in whole or in part, such license is subject to the royalty-free, non-exclusive and irrevocable license to such material retained by the United States government. Further, the work must state: "This publication was made possible by Grant or Cooperative Agreement Number funded by Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of Centers for Disease Control and Prevention or the Ohio Department of Health." Recipient shall not include in any Deliverable or Work any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter.
- 8.21. Attachments. Attachments and documents referenced in this Agreement are made a part hereof, and are incorporated as terms and conditions of this Agreement. In the event of a conflict of terms, the terms and conditions of this Agreement shall take precedence over any conflicting terms.
- 8.22. Construction. This Agreement is governed, construed and enforced in accordance with the laws of the State of Ohio. Further, the Ohio courts shall have jurisdiction over the subject matter and the Parties hereto in connection with disputes concerning validity and enforcement of this Agreement. In the event that any terms of this Agreement or applicable statutes conflict, then statutes and regulations take precedence.
- 8.23. Severability. If any portion of this Agreement is found to be unenforceable by operation of statute or by administrative or judicial decision, the enforceability of the balance of this Agreement shall not be affected thereby, provided that the absence of the unenforceable provision does not render impossible the performance of the remainder of this Agreement.
- 8.24. Amendments. This writing constitutes the entire agreement between the Parties with respect to all matters herein. This Agreement may be amended only by a writing signed by both Parties. However, it is agreed by the Parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. Any written amendments to this Agreement shall be prospective in nature. When a new or different term or condition is added, additional consideration is not necessary to bind the Parties.
- 8.25. Headings. The headings in this Contract are for convenience only and will not affect the interpretation of any of the Agreement terms and conditions.
- 8.26. Survival. All sections herein relating to payment, confidentiality, liability, record retention, audit, conflicts of interest and ethics, publicity, warranties and limitations on damages shall survive the termination of this Agreement.
- 8.27. Notices.
- 8.27.1. Form of Notice. All notices, requests, claims, demands and other communications between the Parties shall be in writing.
- 8.27.2. Method of Notice. All notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, or (iv) by electronic mail to the address of the Party specified in this Agreement as "ODH Agreement Manager" or "Recipient's Authorized Representative" or such other address as either Party may specify in writing. The Parties acknowledge that change in authorized representatives and their addresses are not substantive and a change shall be recognized with proper Notice.
- 8.27.3. Receipt of Notice. All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.

Remainder of Page Left Intentionally Blank. Attachment(s) Immediately Follow.

ATTACHMENT A

DEPARTMENT OF ADMINISTRATIVE SERVICES
STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2022-02D
State of Ohio's Response to Russia's Unjust War on the Country of Ukraine

March 2022

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

AFFIRMATION AND DISCLOSURE FORM

Contractor affirms that Contractor has read and understands the applicable Executive Orders regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

3. Location where state data will be located, by Contractor:

(Address) (Address, City, State, Zip)

Name/Location(s) where state data will be located by subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____

Resolution

Number 23-1392

Adopted Date October 24, 2023

APPROVE AN EXTENSION TO THE SOFTWARE LICENSE AGREEMENT WITH FIDLAR TECHNOLOGIES ON BEHALF OF THE WARREN COUNTY RECORDER


BE IT RESOLVED, to approve an extension to the software license agreement with Fidlar Technologies on behalf of the Warren County Recorder; copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

lo/

cc: c/a—Fidlar Technologies
Recorder (file)



Warren County Ohio Recorders Office Five Year Land Records LifeCycle Extension

This document extends for five years, to December 1st, 2028, the Computer System and Software License Agreement initiated on September 23rd, 2013, and extended on December 1, 2023. Except as amended by this extension, the terms and conditions of those documents are incorporated herein and made a part hereof.

LifeCycle Cost: \$32,460.00

Note: Annual Cost will increase by 3% each year during the term of this agreement.

Payment Milestones:

Annual LifeCycle payment will be invoiced on or around December 1st of each year.

FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE INCLUDES:

- ◆ The use of the AVID software products during the life of this contract.
- ◆ The use of any future software product Fidlar may develop to replace AVID for the purpose of recording land records documents.
- ◆ Project management, installation, conversion (excluding any needed or requested data clean-up), and training needed for the initial installation of any future Fidlar Software product developed to replace AVID for the purpose of recording land records documents.
- ◆ The use of new add-on modules Fidlar may develop and offer to the market for the purpose of recording land records documents.
- ◆ CountyCare[®] software maintenance

FIDLAR SOFTWARE LIFE CYCLE SERVICE DOES NOT INCLUDE:

- ◆ The 3rd party software and hardware to operate AVID, any related modules, or any future Fidlar developed product for the purpose of recording land records documents.
- ◆ The installation, maintenance, or support of 3rd party software and hardware now or in the future.
- ◆ Any current or future Fidlar developed software product or service not designed or offered to the market for the purpose of recording land records documents.
- ◆ Any product, service, or responsibility - now or in the future, for the backing up, recovery, or disaster recovery of information, except as outlined in your Information Replication Schedule.
- ◆ Any custom development for special requests from client
- ◆ Explicit omission of any add-on modules not included in this contract.



Taxes

Charges are exclusive of all federal, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future with the exception of taxes on net income and, therefore, are subject to an increase equal in amount to any tax Fidlar may be required to pay upon the license, sale or delivery of the product purchased.

BUYER REPRESENTS THAT THIS LIFECYCLE EXTENSION IS ACCEPTED:

WARREN COUNTY OHIO RECORDER

FIDLAR TECHNOLOGIES

Dated: 10-19-2023

Dated: 10-11-23

Name: Linda Ode

Name: Alex Nj

Title: Recorder

Title: President

John Ode

WARREN COUNTY COMMISSIONERS

APPROVED AS TO FORM

Dated: DY 10/24/23

Adam M. Nice

Name: David G. Young

Adam M. Nice
Asst. Prosecuting Attorney

Title: Vice President

Resolution

Number 23-1393

Adopted Date October 24, 2023

TRANSFER VEHICLE BEING UTILIZED BY THE BUILDING & ZONING DEPARTMENT TO THE WARREN COUNTY PARK BOARD

WHEREAS, the Warren County Board of Commissioners is in possession of the truck that is no longer needed by the Warren County Building and Zoning Department; and

WHEREAS, the Warren County Park Board has expressed interest and obtaining said vehicle; and

NOW THEREFORE BE IT RESOLVED, to transfer title of the following vehicle from the Warren County Commissioners to the Warren County Park Board as follows:

2013 GMC Sierra 1500

VIN#1GTR2TEAXDZ307942

BE IT FURTHER RESOLVED, that at such time the Park Board no longer needs the truck, said truck shall be returned to Warren County for disposal.

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

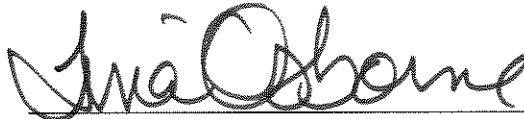
Mrs. Jones – absent

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Title Transfer file
Park Board (file)
Building/Zoning (file)
T. Osborne
B. Quillen – Auditor's Office

Resolution

Number 23-1394

Adopted Date October 24, 2023

ENTER INTO CLASSROOM TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to enter into Classroom Training Agreement with the following educational institution, as attached hereto and made part hereof:

Little Miami Driving School
426 West Pike St.
Morrow Ohio, 45152

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Little Miami Driving School, 426 West Pike St., Morrow, Ohio 45152** hereinafter referred to as "Contractor".

Purpose:

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

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2024. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

Assurances and Certifications:

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

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

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

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

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

AMW
10/5/23

Responsibilities of OMJWC:

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


General Provisions:

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

Signature Page

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

Warren County Board of Commissioners

David G. Young, President 
~~Shannon Jones~~
David Young, Vice President

10/24/23
Date

Contractor


Julie Pate 
Authorized Contractor Signature

10/1/23
Date

Julie Putnam
Typed Name of Authorized Contractor

10/1/23
Date

Approved as to form:


Keith Anderson, Asst. Prosecutor
Adam M. Nice

10/5/23
Date

Resolution

Number 23-1395

Adopted Date October 24, 2023

ENTER INTO CLASSROOM TRAINING AGREEMENTS ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to enter into Classroom Training Agreements with the following companies,
as attached hereto and made part hereof:

Coding Dojo
1575 Garden of the Gods Rd.
Suite 100
Colorado Springs, CO 80907

MedCertify
2704 Old Rosebud Rd 130
Lexington, KY 40509

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Coding Dojo**, hereinafter referred to as “Contractor”.

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational skills trainings.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2024. The Contractor understands that this Agreement is contingent upon the OMJWC’s receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor’s established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee’s attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.
4. The Contractor agrees to reduce OMJWC’s financial obligation for tuition, fees and books equal to each funded trainee’s financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements

and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.

5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.
10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-

expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.

12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$1,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

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

General Provisions:

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


Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors, and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC 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 the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

Signature Page

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

Warren County Board of Commissioners

~~Shannon Jones, President~~

David G. Young, Vice President

10/24/23
Date

Contractor

DocuSigned by:

Michele A. Peppers
1D28A785FA6B4CF...
Authorized Contractor Signature

October 10, 2023
Date

Michele A Peppers
Typed Name of Authorized Contractor

Date

Approved as to form:


Adam Nice, Asst. Prosecutor

10/13/23
Date

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and MedCertify, hereinafter referred to as “Contractor”.

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational skills trainings.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2024. The Contractor understands that this Agreement is contingent upon the OMJWC’s receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.

5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.

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

Responsibilities of OMJWC:

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

General Provisions:

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


Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors, and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC 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 the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

Signature Page

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

Warren County Board of Commissioners



Shannon Jones, President
David G Young, Vice President

10/24/23
Date

Contractor



Authorized Contractor Signature

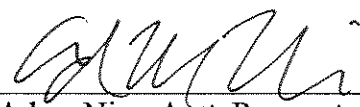
9-29-2023
Date

MedCertify

Typed Name of Authorized Contractor

9-29-2023
Date

Approved as to form:



Adam Nice, Asst. Prosecutor

10/13/23
Date

Resolution

Number 23-1396

Adopted Date October 24, 2023

ENTER INTO A HOST AGENCY TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, 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

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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



Senior Community Service
Employment Program

HOST AGENCY AGREEMENT

Host Agency: **Ohio Means Jobs Warren County** FEIN: **31-6000058**

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 ("SCSEP").

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 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 SCSEP participants.

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. AARP Foundation may require documentation of the request, or the basis therefore.
- 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 opportunities or unsubsidized employment goals outside of the host agency. Participants may be required by AARP Foundation SCSEP to complete required 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")
 - Accept 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. Participation in 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 under federal law.

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 and assumes the risks of doing so. AARP Foundation 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. Because electronic transmittal of Time and Attendance Reports are required by regulation as the method of documenting participant stipend payments for trained hours, AARP Foundation must place participants at an alternative assignment if a host agency cannot comply with this requirement. 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.

10) The host agency agrees to provide supervision, training, and a safe work environment for each assigned participant, at its sole discretion. 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 laws as it would for its own employees, and to immediately notify AARP Foundation of any incident. AARP Foundation has the right to coordinate onsite safety inspections with the host agency to ensure 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.

(a) Only in exceptional situations can a participant transport other passenger(s) and only then with the approval of the national AARP Foundation SCSEP director. If a participant has been approved to engage in duties that include driving a vehicle owned or operated by the host agency, the host agency shall maintain appropriate automobile liability covering participant(s) while engaged in the performance of those duties. 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.

(b) If the participant drives his or her own vehicle as part of his or her assignment beyond commuting, the Host Agency must ensure that participant maintains automobile liability insurance appropriate to cover performance of their assignments.

(c) 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.

(d) 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) 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 pay any judgements and costs arising out of allegations of such negligent, intentional, or wrongful acts of omissions, and nothing in this agreement shall impute or transfer any such liability from one to another. For the avoidance of doubt, directing and instructing participant conduct and control over a participant's task and whereabouts while on-site at the host agency constitute acts of the host agency, and does not constitute acts of AARP Foundation.

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.

(a) It is also understood and agreed to that AARP Foundation SCSEP shall pay a wage stipend to participants assigned to the host agency only within the limits communicated to host agency at the onset of participant placement; federal regulation prohibits payment beyond those grant-prescribed limits. 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, except as described in subsection (b) below.

(b) 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 and comply with applicable law governing employment requirements.

16) It is understood that, by law, 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 AARP Foundation records accessible by the U.S. Department of Labor. 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 SCSEP 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 U.S. Department of Labor, through any authorized representative, shall have access to and the right to examine all records related to this agreement.

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.

22) No part of this agreement requires payment of fees by a party to the other.

Signature:

[Handwritten Signature]

Date:

10/24/23

Full Legal Name:

David G Young

Title:

Vice President

Signature:

[Handwritten Signature]

Date

9/27/23

Full Legal Name

STEPHEN ALAN ALBRIGHT

Title

PROJECT DIRECTOR

APPROVED AS TO FORM

[Handwritten Signature]

Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 23-1397

Adopted Date October 24, 2023

APPROVE AGREEMENT AND ADDENDUM WITH KJ'S BRIGHTER DAYS RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES


BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with KJ's Brighter Days LLC relative to home placement and related services for calendar year 2023-2024, on behalf of Children Services as attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – KJ's Brighter Days LLC
Children Services (file)

Ohio Department of Job and Family Services

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

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

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

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

and

KJ's Brighter Days LLC, hereinafter "Provider", whose address is:

KJ's Brighter Days LLC
36 W Norman Ave
Dayton, OH 45405

Collectively the "Parties".

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from **09/01/2023** through **05/31/2024**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for 0 additional, 0 year terms not to exceed 0 years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Taylor, Katie M

From: Kevin Saterfield <kjsbrighterdays@gmail.com>
Sent: Monday, October 9, 2023 2:05 PM
To: Taylor, Katie M
Subject: Re: Contract

If it's not too late. Read that totally wrong

On Mon, Oct 9, 2023, 2:04 PM Kevin Saterfield <kjsbrighterdays@gmail.com> wrote:
I'm sorry you put the Zeros in. My apologies

On Mon, Oct 9, 2023, 9:52 AM Katie.Taylor@jfs.ohio.gov <Katie.Taylor@jfs.ohio.gov> wrote:

Yes, I will put that page in the mail today.

Thank you,

Katie Taylor

Assistant Business Manager

Warren County Children Service

Katie.Taylor@jfs.ohio.gov

(513)695-1556

From: Kevin Saterfield <kjsbrighterdays@gmail.com>
Sent: Monday, October 9, 2023 9:50 AM
To: Taylor, Katie M <Katie.Taylor@jfs.ohio.gov>
Subject: Re: Contract

Thank you,

Could you please mail it back to us and we will put the zero's in and send it back to you.

On Mon, Oct 9, 2023 at 8:28 AM Katie.Taylor@jfs.ohio.gov <Katie.Taylor@jfs.ohio.gov> wrote:

Good Morning,

On the contract you returned to us, on page 3 under Terms of Agreement. There is 3 blanks lines that zero put it on. Are you okay with me writing in the zeros?

Thank you,

Katie Taylor

Assistant Business Manager

Warren County Children Service

Katie.Taylor@jfs.ohio.gov

(513)695-1556

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Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC 5101:2-1-01 and any related cross-references.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

Such activities are to include but are not limited to the following:

- 1. Minimum of monthly contact with child and family (Face-to-Face /Telephonic/Skype/etc.)
- 2. Linkage to community services.
- 3. Follow up with community service.
- 4. Documentation of the monthly contacts in the Residential Treatment Information System (RTIS).

When serving multiple children in the save family, the cost for non-Medicaid Aftercare Supports may be billed for only one child at the same time.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.

- C. Provider agrees to deliver aftercare support as described in Article IV.
- D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
 - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 - 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- G. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

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

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

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- Q. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been completed.
- T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 2. To comply with the medical consent process as identified by Agency;
 3. Only the Agency can give permission for the administering or change (addition or elimination) of

- psychotropic medication and its ongoing management; and
4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).

- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 - 4. Admission date and discharge date, if available.
 - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be displayed on the Schedule B.
- C. Provider warrants and represents claims made for payment for services provided are for actual services rendered

and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$50,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to,

financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:

1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:

1. Ensure the security and confidentiality of data;
 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:
- ODJFS
ATTN: Licensing
P.O. Box 183204
Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or

Activities Receiving Federal Assistance.

- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered

in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1. OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 - 2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 - 3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
 - 4. JFS 02911 Single Cost Report Instructions.
 - 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 - 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 - 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- 2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
- 3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written

Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

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

if to Provider, to KJ's Brighter Days LLC
36 W Norman Ave
Dayton, OH 45405

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.

- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
1. Additional insured endorsement;
 2. Product liability;
 3. Blanket contractual liability;
 4. Broad form property damage;
 5. Severability of interests;
 6. Personal injury; and
 7. Joint venture as named insured (if applicable).
- Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.
- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

E. Workers' Compensation insurance at the statutory limits required by ORC.

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check
 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
 4. Provider agrees to be financially responsible for any of the following requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.
- B. Transportation of Child
 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating

vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of

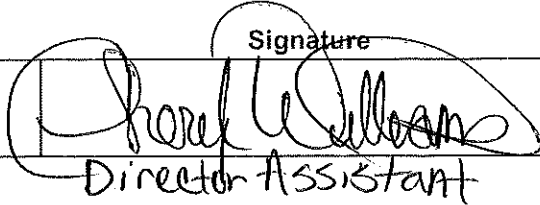
which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall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

Article XXXIII. APPLICABLE LAW AND VENUE

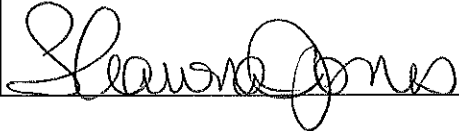
This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

SIGNATURES OF PARTIES:


Provider: KJ's Brighter Days LLC

Print Name & Title	Signature	Date
Cheryl Williams	 Director Assistant	9-26-23


Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		10-13-23

Additional Signatures

Print Name & Title	Signature	Date
David Young Vice President		10/24/23

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Warren County Children Services
 Provider / ID: KJ's Brighter Days LLC / 28596550

Run Date: 09/29/2023
 Contract Period: 09/01/2023 - 05/31/2024

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Norman Avenue Group Home (21002)	7660564		\$309.00	\$52.00							\$361.00	09/01/2023	05/31/2024
Norman Avenue Group Home (21002)	7660564		\$368.00	\$52.00							\$420.00	09/01/2023	05/31/2024

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

AMENDMENT #4:

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

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

AMEDNMENT #5:

The following provision shall be added to Article XI of the Agreement:

P. The Provider certifies compliance with the standards outlined in OAC 5101:2-9-42 for certification as a Qualified Residential Treatment Program (QRTP). Failure to maintain compliance with this section shall constitute grounds for termination of this Agreement in accordance with Article IX.

AMENDMENT #6:


Article XIII, subsection (C) of the Agreement shall be stricken in its entirety and replaced with the following language:

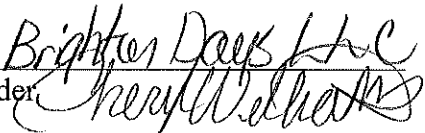
Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS within 90 days of placement. If provider does not currently participate in the Title IV-E program, Provider agrees to timely file its initial Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS within 90 days of placement. Provider agrees that in the event a cost report cannot be timely filed as stated herein, an extension shall be requested prior to the December 31st filing deadline.

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

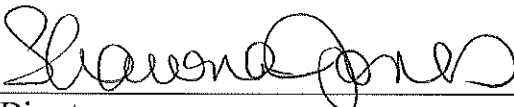
IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the ^{Vice} President of the Warren County Board of Commissioners, pursuant to Resolution Number 23-1397, dated 10/24/23, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:

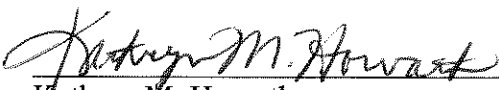

Vice President
Warren County Board of Commissioners
Date 10/24/23


KT's Brighter Days LLC
Provider
Date 9-27-23

Reviewed by:


Director
Warren County Children's Services

Approved as to Form:


Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Montgomery

I, Cheryl Williams, holding the title and position of Director Assistant at the firm JK Bright Daw LLC, 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.

Cheryl Williams

AFFIANT

Subscribed and sworn to before me this 9-27-23 day of 27 20 23

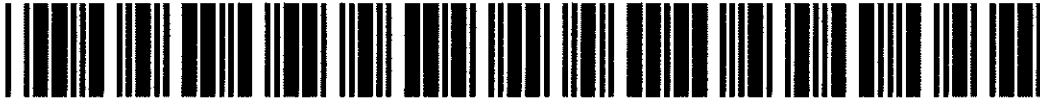
Daquan U Booker
(Notary Public),

Montgomery County.

My commission expires April 29 20 26



DAQUAN U BOOKER
Notary Public, State of Ohio
My Commission Expires:
April 29, 2026



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
01/15/2021	202101103862	DOMESTIC NONPROFIT LLC - ARTICLES OF ORG (LCN)	99.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

KJ'S BRIGHTER DAYS
36 W NORMAN AVE
DAYTON , OH 45406

**STATE OF OHIO
CERTIFICATE**

**Ohio Secretary of State, Frank LaRose
4599836**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

KJ'S BRIGHTER DAYS LLC

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC NONPROFIT LLC - ARTICLES OF ORG

Effective Date: 01/11/2021

Document No(s):

202101103862



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
15th day of January, A.D. 2021.

Ohio Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/09/2022

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

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

PRODUCER Kirk Insurance Agency 1360 N FAIRFIELD RD SUITE E1 BEAVERCREEK, OHIO 45432		Phone: 937-320-9999 Fax: 937-320-9985	CONTACT NAME: Beverly Kirk PHONE (A/C, No, Ext): 937-320-9999 E-MAIL ADDRESS: beverly.uander@farmersagency.com FAX (A/C, No): 937-320-9985
INSURED KJS BRIGHTER DAYS, LLC 36 WEST NORMAN AVE DAYTON, OHIO 45405		INSURER(S) AFFORDING COVERAGE	
		INSURER A: KINSALE INS CO	NAIC # 38920
		INSURER B: PROGRESSIVE PREFERRED AUTO INS CO	NAIC # 37834
		INSURER C: OHIO BUREAU OF WORKERS COMP	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROF LIAB INC E&O GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	0100201601-0	8/4/2022	8/4/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$ 1MIL/3MIL
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	960408077	8/5/2022	8/5/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A X	80132173	8/8/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

YOUTH GROUP HOME (HOLD HARMLESS INCL)

CERTIFICATE HOLDER**CANCELLATION**

Holder's Nature of Interest : Additionally Insured
 WARREN COUNTY CHILDREN SERVICES
 416 S East St
 Lebanon, OH 45036

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Beverly A. Kirk

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Resolution

Number 23-1398

Adopted Date October 24, 2023

APPROVE AND ENTER INTO A SUBGRANT AGREEMENT BETWEEN THE WARREN COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES AND WARREN COUNTY CHILDREN SERVICES.

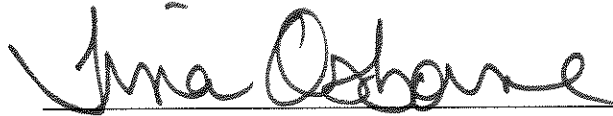
BE IT RESOLVED, to approve and enter into a Subgrant Agreement with Warren County Department of Human Services and Warren County Children Services in the total amount of \$500,000.00 Title XX TANF Transfer funds for 10/01/23, ending 9/30/24; agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Children Services
Children Service (file)
Human Services (file)

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
TITLE XX TANF SUBGRANT AGREEMENT**

WITNESSETH THAT;

WHEREAS it is the purpose of the Warren County Department of Job and Family Services to provide a variety of social services to Title XX TANF Transfer-eligible individuals in the community as a way to improve and enhance the quality of life of the county citizenry;

And

WHEREAS one method the Department utilizes to fulfill this objective is through the issuance of Title XX TANF Transfer sub-grant to various community agencies that provide direct services to the target population in order to remediate socio-economic barriers;

And

WHEREAS the Warren County Children Services is one such agency with which the Warren County Department of Job and Family Services desires to enter into contract for delivery of services;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS

A. Definitions

“State” means the Governor of the State of Ohio, or any agency, department, person or persons authorized in his behalf.

“Sub-recipient” means Warren County Children Services; 416 S East Street Lebanon OH 45036.

"Department" means the Warren County Department of Job and Family Services, 416 S East Street Lebanon OH 45036

B. Purpose of Sub-grant

The purpose of the sub-grant is to state the covenants and conditions under which the Sub-recipient will provide services for the purpose of promoting economic self-sufficiency and meeting the social service needs of low-income individuals and families in Warren County.

C. Obligations of the Sub-recipient

The Sub-recipient agrees to operate a program, described in detail in Exhibit A hereafter, in accordance with Federal, State, and local laws, ordinances, regulations, and/or guidelines and any additions, deletions or amendments thereto.

The Sub-recipient shall not perform in any way inconsistent with the terms of this sub-grant except as approved, in writing, by the Department. Adjustments in the services to be provided per the attached Exhibits may not be made without prior approval of the Department.

The Sub-recipient agrees to accept responsibility for reconciling and/or complying with any audit finding rendered by an appropriate state or federal audit entity when the finding relates directly to the provisions of this sub-grant. The Sub-recipient agrees to reimburse the Department the full amount of payment received due to duplicate billing, erroneous billings, deceptive claims, or falsification.

D. Client Eligibility

The Sub-recipient will determine client eligibility for those who will be serviced through the Sub-recipient's program, pursuant to Title XX of the Social Security Act, Chapter 5101 of the Ohio Revised Code, and any rules promulgated by the Ohio Department of Job and Family Services. The accuracy and legitimacy of the Sub-recipient's eligibility determination process will be subject to periodic monitoring by the Department.

ARTICLE II CONTENT OF PROGRAM PROPOSAL

Refer to Exhibit A and incorporated herein by this reference.

ARTICLE III COMPENSATION AND METHOD OF PAYMENT

A. Reimbursement

The Department agrees that reimbursement of all costs will be dependent upon Sub-recipient performance in the delivery of services specified in Exhibit A, attached, which includes intake and investigations, case management services, casework counseling, parent education, diagnostic assessments and homemaker services for children and families with open cases. Payment shall be made by the Warren County Auditor upon proper presentation of request, when approved by the Department and the Sub-recipient, within 30 days from receipt of the approved invoice.

Reimbursement of Sub-recipient's cost shall be based on the costs billed through the Certification of Funds Process.

B. Availability of Funds

Payments for all services provided in accordance with the provisions of this Sub-Grant Agreement are contingent upon the availability of (and will not exceed the total of) local, state, and federal funds as follows:

TITLE XX/TANF TRANSFER FUNDS	\$ 500,000.00	CFDA NUMBER 93.667
---------------------------------	---------------	--------------------

Funds available under this agreement may not be used for food. Mileage cannot exceed the county's established mileage reimbursement rate, currently \$0.50.

C. Maximum Compensation

The Sub-recipient agrees to accept as payment in full, for services rendered in a manner satisfactory to the Department, the compensation stipulated in Exhibit I of this sub-grant, but not to exceed \$500,000.00 during the term of this sub-grant.

D. Provision of Funding

If funds anticipated to be received by the Department are suspended, not forthcoming, or terminated in whole or in part, funding for this sub-grant shall terminate, and the sub-recipient shall receive payments for services rendered up to the date of notification of non-funding.

Unearned payments under this sub-grant may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by ODJFS at any time.

ARTICLE IV ACCESS TO RECORDS

At any time, during regular business hours, with reasonable notice, and as often as the Department, the Comptroller General of the United States, the State, or other agency or individual authorized by the Department may deem necessary, Sub-recipient shall make available to any or all the above named parties or their authorized representatives, all sub-grantees, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other data relating to all matters covered by this Sub-grant. The Department and the above-named parties shall be permitted by the Sub-recipient to inspect, audit, make excerpts, photo-static copies and/or transcripts of any and all documents relating to all matters covered by this contract. Sub-recipient must maintain all required records for three years after final payment is made and all other pending matters are closed.

Except as noted above, the Sub-recipient agrees that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the performance of this sub-grant is prohibited, except upon written consent of the eligible individual or that individual's parent or guardian.

ARTICLE V TIME OF PERFORMANCE

This Sub-grant Agreement shall be effective **October 1, 2023**, and shall terminate on **September 30, 2024**. The services of the Sub-recipient are to commence immediately upon execution of the sub-grant agreement and all costs allowable under the sub-grant agreement shall be incurred and the final invoice received by the Department no later than close of business **November 1, 2024**.

ARTICLE VI BONDING AND INSURANCE

The Sub-recipient shall maintain during the term of this Sub-grant agreement, the applicable insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law.
- b. Public Liability Insurance on comprehensive basis, including Contingent Liability, in amounts not less than \$100,000 per person, \$300,000 per occurrence for bodily injury, and \$25,000 per occurrence for property damage.
- c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in performance of this sub-grant agreement, in amounts as indicated in b, above.

ARTICLE VIII INDEPENDENT SUB-RECIPIENT RELATIONSHIP

It is the intent of the Sub-recipient and the Department to create an independent Sub-recipient relationship. The Sub-recipient will determine eligibility for services based upon the guidelines or direction set forth by the Department, but the Sub-recipient shall determine the legal means by which this work is accomplished. The Department is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any compensation paid or owed to the Sub-recipient. Neither the Sub-recipient nor Sub-recipient's employees shall be entitled to receive from the Department any benefits which the officers and employees of the Department are entitled to receive and shall not be entitled to receive from the Department workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, sick leave,

pension benefits, profit sharing, Social Security, Ohio Public Employees Retirement, or any and all other benefits on account of their work for the Department.

This Sub-grant Agreement does not create an agency relationship, or partnership between the Sub-recipient and the Department. The Sub-recipient has no authority to enter into agreements on behalf of the Department, to bind the Department to any obligation, or to incur any liability in behalf of the Department.

ARTICLE IX MAINTENANCE OF EFFORT

It is understood and agreed that the level of services, activities, and expenditures by the Sub-recipient, in existence prior to the initiation of services hereunder shall be continued and not be reduced in any way as a result of this sub-grant agreement except for reduction unrelated to the provisions of purposes herein stated. The Sub-recipient shall certify that any costs incurred pursuant to this Sub-grant agreement will not be included as a cost of any other federally financed program in either the current or a prior period.

ARTICLE X CONFLICT OF INTEREST

The Sub-recipient covenants that no person, under its employ, who presently exercises any functions or responsibilities in connection with the Department or projects or programs funded by the Department, has any personal financial interest, direct or indirect, in this Sub-grant agreement. The Sub-recipient further covenants that in the performance of this Sub-grant agreement, no person having such conflict shall be employed. Any such interest, on the part of the Sub-recipient or its employees, must be disclosed in writing to the Department.

ARTICLE XI MODIFICATIONS

Modifications of this Sub-grant agreement may be made by the written mutual consent of the parties hereto.

ARTICLE XII TERMINATIONS

This agreement may be terminated by:

- A. Either party, upon the provision of thirty (30) days written notice.
- B. Mutual Agreement of the parties.
- C. Death or some other incapacity that prevents the Sub-recipient from fulfilling Sub-recipient's duties as set out in this Sub-grant agreement.

ARTICLE XIII BREACH BY SUB-RECIPIENT

In the event that the Sub-recipient breaches the terms and conditions of this Sub-recipient, the Department may, at its discretion, immediately terminate the Agreement, withhold payment for services not rendered by the Sub-recipient or both.

ARTICLE XIV ADDITIONAL OBLIGATIONS AND ASSURANCES OF SUBRECIPIENT

1. The Sub-recipient certifies that it possesses legal authority to enter into this Sub-grant agreement and that a resolution, a motion or similar action has been duly adopted as an official act of the Sub-recipient's governing body which authorizes the negotiation and execution of this Sub-grant agreement by the representative who signed the Sub-grant agreement below on behalf of the Sub-recipient.
2. Subgrantee hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of

the Rehabilitation Act of 1973 (29 U.S.C. 794.); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42); and FNS directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which Subgrantee received Federal financial assistance from FNS; and hereby gives assurances that it will immediately take measures necessary to effectuate this agreement.

3. The Sub-recipient shall have safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. The Sub-recipient shall maintain appropriate standards of health and safety in work and training situations.
5. The Sub-recipient may not hold the Department responsible for payment of funds if those same funds have not been received by, or from the State.
6. All reports, brochures, literature and pamphlets developed by the Sub-recipient for its work under this Sub-grant agreement shall acknowledge the Department and its role as the funding source for activities, and programs conducted by the Sub-recipient pursuant to this Sub-grant agreement.
7. The Sub-recipient shall maintain easily accessible and auditable financial records.
8. The Sub-recipient, as a Sub-recipient of federal funds, shall provide a copy of their A-133 state audit. An A-133 audit is required if an organization is a non-profit, or a state or local government agency, and expends \$750,000.00 or more per year in federal awards.
9. The Sub-recipient assumes full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Sub-recipient pursuant to this Sub-grant agreement.
10. The Sub-recipient will submit periodic reports, showing progress towards achieving the outcomes which are specified in Exhibit II, attached.
11. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. The Sub-recipient will take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, gender, or national origin.
12. The Sub-recipient shall, in all of Sub-recipient's solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
13. The Sub-recipient shall comply with provisions of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by the Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41C.F.R. Chapter 60.
14. The Sub-recipient warrants that neither it nor any party with whom it may subcontract for the performance of this Sub-grant agreement are listed on the debarred list due to violations of Titles VI, or VII of the Civil Rights Act of 1964, nor is the Sub-recipient aware of any pending action which might result in such debarment.
15. The Sub-recipient shall provide workers' compensation or other insurance coverage for injuries which

may be suffered by its employees in accord with 20 CFR 692.22.

16. The Sub-recipient shall comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act, and the Ohio Revised Code.
17. The Sub-recipient shall not make claims for payment from the Department for services rendered to eligible individuals when such claims would duplicate claims made from other sources of public funds available for the same service. The services being contracted for hereunder are not available on a non-reimbursable basis.
18. The Sub-recipient shall not discriminate against applicants for, and participants in the Ohio Works First Program established under Chapter 5107 of the Revised Code, and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Ohio Revised Code. The Sub-recipient further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
19. The Sub-recipient shall cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The Sub-recipient also agrees that it will include a like provision in any agreement, contract, grant, or procedure related to this Sub-grant agreement which require any subcontractor, or other party to cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.
20. The Sub-recipient agrees to be bound by the disclosure rules of the Ohio Department of Job and Family Services. Disclosure of information in a manner inconsistent with said rules is a breach of this Sub-grant agreement, and a violation of Ohio Revised Code Sections 5101.27, and 5101.99.
21. The Sub-recipient agrees that the services it delivers pursuant to this Sub-grant agreement will be delivered in a manner consistent with the Department's Title XX Policy.
22. The Sub-recipient agrees to comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. § 874, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 3.
23. The Sub-recipient agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 276a through 276a-7, as supplemented by the Department of Labor Regulations, 29 C.F.R. Part 5.
24. The Sub-recipient agrees to comply with Sections 103, and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S. C. § 327 through 330, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 5.
25. The Sub-recipient agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1875(h); Section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738; and, environmental protection agency regulations, 40 C.F.R. Part 15.
26. The Sub-recipient agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy policy and Conservation Act, Pub.L. 94-136, 89 Stat.871.
27. The Sub-recipient agrees that the copyright to any copyrightable material created pursuant to this Sub-grant agreement, and that any discovery or invention which arises or is developed pursuant to the Sub-recipient's obligations under this Sub-grant agreement is the property of the Department.

28. The Sub-recipient agrees to adhere to the Records Retention Schedule for all documentation related to this agreement.

ARTICLE XV NOTICES

Any and all notices required by this Agreement, unless otherwise specified herein, shall be delivered as follows:

To the Department:	To the Sub-recipient:
416 S East Street, Lebanon OH 45036	416 S East Street, Lebanon OH 45036

ARTICLE XVI MERGER

This Agreement is the complete understanding between the parties. No prior or contemporaneous agreements, whether written or oral, may modify, enlarge or alter this written agreement except as incorporated by reference herein.

ARTICLE XVII SEPARABILITY

If any portion of this Sub-grant agreement is deemed to be illegal due to conflict with state or local law, the remainder of the Sub-grant agreement shall remain in full force and effect.

ARTICLE XVIII FORCE MAJUERE

Should the subject matter of this Sub-grant agreement be made illegal, abolished by the legislature or destroyed by an Act of God, or civil unrest then the agreement shall be terminated.

ARTICLE XIX HEADINGS

The paragraph headings contained in this Sub-grant agreement are solely for organizational purposes and are of no substantive effect.

ARTICLE XX GOVERNING LAW

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

**WARREN COUNTY DEPARTMENT
OF JOB AND FAMILY SERVICES**

Arlene Byrd
Arlene Byrd, Director

10/14/2023
Date

**WARRENCOUNTY
CHILDREN SERVICES**

Shawna Jones
Shawna Jones, Director

10-16-23
Date

WARREN COUNTY PROSECUTOR
Approved as to Form Only

By: *Kathryn M. Howard*

**BOARD OF WARREN COUNTY
COMMISSIONERS**

Shannon Jones, President

David G. Young
David G. Young, Vice President

Tom Grossmann
Tom Grossmann, Member

10/24/23
Date

Resolution

Number 23-1399

Adopted Date October 24, 2023

APPROVE AND ENTER INTO A SUBGRANT AGREEMENT BETWEEN THE WARREN COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES AND WARREN COUNTY CHILDREN SERVICES.

BE IT RESOLVED, to approve and enter into a Subgrant Agreement with Warren County Department of Human Services and Warren County Children Services in the total amount of \$125,000.00 TANF/TANF Admin/PRC funds for 10/01/23, ending 9/30/24; agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Children Services
Children Service (file)
Human Services (file)

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
TANF/PRC CHILD WELFARE SUBGRANT AGREEMENT**

WITNESSETH THAT;

WHEREAS, it is the purpose of the Warren County Department of Job and Family Services, Division of Human Services to provide a variety of Social Services to TANF/PRC eligible individuals in the community as a way to improve and enhance the quality of life of the county citizens;

And

WHEREAS, one method the Department utilizes to fulfill this objective is through the issuance of TANF funding through the Prevent Retention and Contingency Program for both direct and indirect services and benefits;

And

WHEREAS, Warren County Division of Human Services desires to enter into a Sub-grant agreement with Warren County Division of Children Services for delivery of both direct and indirect services and benefits;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS

A. Definitions

“State” means the Governor of the State of Ohio, or any agency, department, person or persons authorized in his behalf.

“Sub-recipient” means Warren County Job and Family Services, Division of Children Services; 416 S East Street Lebanon OH 45036.

"Department" means the Warren County Department of Job and Family Services, Division of Human Services, 416 S East Street Lebanon OH 45036

B. Purpose of Sub-grant

The purpose of the sub-grant is to state the covenants and conditions under which the Sub-recipient will provide services and benefits for the purpose of promoting economic self-sufficiency and meeting the social service needs of low-income individuals and families and to provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives.

C. Obligations of the Sub-recipient

The Sub-recipient agrees to operate a program, described in the Warren County Job and Family Services Prevention Retention and Contingency Plan as found in Exhibit A, in accordance with Federal, State, and local laws, ordinances, regulations, and/or guidelines and any additions, deletions or amendments thereto.

The Sub-recipient shall not perform in any way inconsistent with the terms of this sub-grant except as approved, in writing, by the Department. Adjustments in the services to be provided per the attached Exhibits may not be made without prior approval of the Department.

The Sub-recipient agrees to accept responsibility for reconciling and/or complying with any audit finding rendered by an appropriate state or federal audit entity when the finding relates directly to the provisions of this sub-grant. The Sub-recipient agrees to reimburse the Department the full amount of payment received due to duplicate billing, erroneous billings, deceptive claims, or falsification.

D. Client Eligibility

The Sub-recipient will determine client eligibility for those who will be served through the Sub-recipient's program, pursuant to Chapter 5101 of the Ohio Revised Code, and any rules promulgated by the Ohio Department of Job and Family Services. The accuracy and legitimacy of the Sub-recipient's eligibility determination process will be subject to periodic monitoring by the Department.

ARTICLE II CONTENT OF PROGRAM PROPOSAL

Refer to Exhibit A, and incorporated herein by this reference.

ARTICLE III COMPENSATION AND METHOD OF PAYMENT

A. Reimbursement

The Department agrees that reimbursement of all costs will be dependent upon Sub-recipient performance in the delivery of services and benefits specified in Exhibit A, attached, which includes; Kinship Navigator and Outreach Services, KPIP/KCCP Administration, Kinship Caregiver Payments, Child Welfare Case Management, Child Welfare Services and Benefits as described in the Warren County PRC Plan, Exhibit A. Payment shall be made by the Warren County Auditor upon proper presentation of request, when approved by the Department and the Sub-recipient, within 30 days from receipt of the approved invoice.

Reimbursement of Sub-recipient's cost shall be both through Social Services Random Moment Study and Direct Services expense reimbursement. The Sub-recipient agrees to bill on either a monthly or quarterly basis.

The Sub-recipient will bill the Department based on Program/Activity hits- 760/760, 760/762, 760/776, 760/777, 760/785, 760/786 and any direct services provided. Below is a description of the invoicing process for RMS and Direct Service Expenditures.

B. Random Moment Sample Code Descriptions

760- PRC Child Welfare Eligibility: Activities related to the determination of eligibility of the child or the child's caretakers for Prevention, Retention, and Contingency (PRC) services: includes case file review, verification of documentation, approval or denial of application and preparation of notice of decision in the office; field, by mail or telephone.

762-PRC Child Welfare Family Preservation Activities: Includes activities performed on behalf of a child and their family if all of the following apply: there is not an in-home case or a custody case established, the child and family's income meets the income eligibility criteria for the county's PRC plan, and the county has included these service in its PRC plan. Activities include: screening and assessment of needed services, providing program information and referral and linking to services such as family preservation services, domestic violence services, parenting training, substance abuse treatment, and counseling.

776- Kinship Navigator Outreach: general information and referral: website, public service announcements, brochures, billboards, phone banks, and other services.

785- Child Welfare PRC Custody Case Management: A custody case has been established, a reunification plan is in place and the child is expected to be reunified with the family within six months of placement; the child and family's income meets the income eligibility criteria for the county's PRC plan; and the county has included these child protective services in their PRC Plan. Activities include: those related to family preservation to reunite a child with the child's family. If there is a custody case, but any one of the following applies: no reunification plan, placement exceeds six months, if the family's income exceeds the PRC income eligibility limit, or the county agency has not included these services its PRC plan; then use code 769.

786- Child Welfare Non-Custody Case Management: An in-home case is established; the child and family's income meet the income eligibility criteria for the county's PRC Plan and the county has included these services in its PRC Plan. Activities include: development and implementation of a regimen of reasonable efforts which are undertaken to prevent the removal of the child into placement, and/or activities related to the development and implementation of a regimen of services for an adopted child and/or the child's family which are undertaken to support the maintenance of the adoption and/or prevent the disruption of the adoption. Such activities include supporting the management of care or services referral to, or arranging for, care services; planning or supervising care or services; supporting access to care or services; assessing results of care or services; and performing a case assessment. If an in-home case is established, but the family's income exceeds the PRC income eligibility limit, or the county agency has not included these services in its PRC Plan then use code 770.

C. Direct Services

Service or Benefit	CAP	TANF Purpose	Economic Need Standard	Targeted Group
Per Kinship Placement Family	\$3,000 per 12- month period.	TANF 1	200% of the FPL	Relatives and Non-Relatives caring for minor children
Per Kinship Placed Child	\$1,000 per 12- month period	TANF 1	200% of the FPL	Minor children being cared for by relative or non-relative Kinship Placement
Child Welfare Services & Benefits	\$1,500.00 per 12- month period	TANF 1	200% of the FPL	Families with open active cases in Children's Protective Services System

B. Availability of Funds

Payments for all services provided in accordance with the provisions of this Sub-Grant Agreement are contingent upon the availability of (and will not exceed the total of) local, state, and federal funds as follows:

Allocation	Contract Amount	Budget Reference	Award I.D./FAIN#	CFDA Number
TANF Administration	\$12,500	JFSCACC2	1601OHTANF	93.558
TANF Regular	\$112,500	JFSCATFR	1601OHTANF	93.558

Funds available under this agreement may not be used for food. Mileage cannot exceed the county's established mileage reimbursement rate, currently \$0.50.

C. Maximum Compensation

The Sub-recipient agrees to accept as payment in full, for services rendered in a manner satisfactory to the Department, not to exceed \$125,000 during the term of this sub-grant.

D. Provision of Funding

If funds anticipated to be received by the Department are suspended, not forthcoming, or terminated in whole or in part, funding for this sub-grant shall terminate, and the sub-recipient shall receive payments for services

rendered up to the date of notification of non-funding.

Unearned payments under this sub-grant may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by ODJFS at any time.

ARTICLE IV ACCESS TO RECORDS

At any time, during regular business hours, with reasonable notice, and as often as the Department, the Comptroller General of the United States, the State, or other agency or individual authorized by the Department may deem necessary, Sub-recipient shall make available to any or all the above named parties or their authorized representatives, all sub-grantees, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other data relating to all matters covered by this Sub-grant. The Department and the above-named parties shall be permitted by the Sub-recipient to inspect, audit, make excerpts, photo-static copies and/or transcripts of any and all documents relating to all matters covered by this contract. Sub-recipient must maintain all required records for three years after final payment is made and all other pending matters are closed.

Except as noted above, the Sub-recipient agrees that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the performance of this sub-grant is prohibited, except upon written consent of the eligible individual or that individual's parent or guardian.

ARTICLE V TIME OF PERFORMANCE

This Sub-Grant Agreement shall be effective **October 1, 2023**, and shall terminate on **September 30, 2024**. If both parties agree, this Sub-grant agreement may be renewed with the same terms, conditions, and dollar amount for an additional year upon adoption of an amendment by the Warren County Board of County Commissioners. The services of the Sub-recipient are to commence immediately upon execution of the sub-grant agreement and all costs allowable under the sub-grant agreement shall be incurred and the final invoice received by the Department no later than close of business **November 1, 2024**.

ARTICLE VI BONDING AND INSURANCE

The Sub-recipient shall maintain during the term of this Sub-grant agreement, the applicable insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law.
- b. Public Liability Insurance on comprehensive basis, including Contingent Liability, in amounts not less than \$100,000 per person, \$300,000 per occurrence for bodily injury, and \$25,000 per occurrence for property damage.
- c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in performance of this sub-grant agreement, in amounts as indicated in b, above.

ARTICLE VIII INDEPENDENT SUB-RECIPIENT RELATIONSHIP

It is the intent of the Sub-recipient and the Department to create an independent Sub-recipient relationship. The Sub-recipient will determine eligibility for services based upon the guidelines or direction set forth by the Department, but the Sub-recipient shall determine the legal means by which this work is accomplished. The Department is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any compensation paid or owed to the Sub-recipient. Neither the Sub-recipient nor Sub-recipient's employees shall be entitled to receive from the Department any benefits which the officers and employees of the Department are entitled to receive and shall not be entitled to receive from the Department workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension benefits, profit sharing, Social Security, Ohio Public Employees Retirement, or any and all other benefits on account of their work for the Department.

This Sub-grant Agreement does not create an agency relationship, or partnership between the Sub-recipient and the Department. The Sub-recipient has no authority to enter into agreements on behalf of the Department, to

bind the Department to any obligation, or to incur any liability on behalf of the Department.

ARTICLE IX MAINTENANCE OF EFFORT

It is understood and agreed that the level of services, activities, and expenditures by the Sub-recipient, in existence prior to the initiation of services hereunder shall be continued and not be reduced in any way as a result of this sub-grant agreement except for reduction unrelated to the provisions of purposes herein stated. The Sub-recipient shall certify that any costs incurred pursuant to this Sub-grant agreement will not be included as a cost of any other federally financed program in either the current or a prior period.

ARTICLE X CONFLICT OF INTEREST

The Sub-recipient covenants that no person, under its employ, who presently exercises any functions or responsibilities in connection with the Department or projects or programs funded by the Department, has any personal financial interest, direct or indirect, in this Sub-grant agreement. The Sub-recipient further covenants that in the performance of this Sub-grant agreement, no person having such conflict shall be employed. Any such interest, on the part of the Sub-recipient or its employees, must be disclosed in writing to the Department.

ARTICLE XI MODIFICATIONS

Modifications of this Sub-grant agreement may be made by the written mutual consent of the parties hereto.

ARTICLE XII TERMINATIONS

This agreement may be terminated by:

- A. Either party, upon the provision of thirty (30) days written notice.
- B. Mutual Agreement of the parties.
- C. Death or some other incapacity that prevents the Sub-recipient from fulfilling Sub-recipient's duties as set out in this Sub-grant agreement.

ARTICLE XIII BREACH BY SUB-RECIPIENT

In the event that the Sub-recipient breaches the terms and conditions of this Sub-recipient, the Department may, at its discretion, immediately terminate the Agreement, withhold payment for services not rendered by the Sub-recipient or both.

ARTICLE XIV ADDITIONAL OBLIGATIONS AND ASSURANCES OF SUBRECIPIENT

1. The Sub-recipient certifies that it possesses legal authority to enter into this Sub-grant agreement and that a resolution, a motion or similar action has been duly adopted as an official act of the Sub-recipient's governing body which authorizes the negotiation and execution of this Sub-grant agreement by the representative who signed the Sub-grant agreement below on behalf of the Sub-recipient.
2. The Sub-recipient certifies that all applicants to the program operated under this Sub-grant agreement, either as an employee or subcontractor of the Sub-recipient or as a program client shall be apprised of their rights and responsibilities at the time of application. No person with responsibility in the operation of the program will discriminate with respect to any program because of race, creed, color, national origin, gender, political affiliation, age, belief, or handicap. Any complaint of discrimination in the operation of such programs shall be handled in a manner, compliant with the policies and procedures of the Department.
3. The Sub-recipient shall have safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. The Sub-recipient shall maintain appropriate standards of health and safety in work and training situations.

5. The Sub-recipient may not hold the Department responsible for payment of funds if those same funds have not been received by, or from the State.
6. All reports, brochures, literature, and pamphlets developed by the Sub-recipient for its work under this Sub-grant agreement shall acknowledge the Department and its role as the funding source for activities, and programs conducted by the Sub-recipient pursuant to this Sub-grant agreement.
7. The Sub-recipient shall maintain easily accessible and auditable financial records.
8. The Sub-recipient, as a Sub-recipient of federal funds, shall provide a copy of their 2 CFR 200 state audit. An A-133 audit is required if an organization is a non-profit, or a state or local government agency, and expends \$750,000.00 or more per year in federal awards.
9. The Sub-recipient assumes full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Sub-recipient pursuant to this Sub-grant agreement.
10. The Sub-recipient will submit periodic reports, showing progress towards achieving the outcomes which are specified in Exhibit A, attached.
11. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. The Sub-recipient will take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, gender, or national origin.
12. The Sub-recipient shall, in all of Sub-recipient's solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
13. The Sub-recipient shall comply with provisions of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by the Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41C.F.R. Chapter 60.
14. The Sub-recipient warrants that neither it nor any party with whom it may subcontract for the performance of this Sub-grant agreement are listed on the debarred list due to violations of Titles VI, or VII of the Civil Rights Act of 1964, nor is the Sub-recipient aware of any pending action which might result in such debarment.
15. The Sub-recipient shall provide workers' compensation or other insurance coverage for injuries which may be suffered by its employees in accord with 20 CFR 692.22.
16. The Sub-recipient shall comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act, and the Ohio Revised Code.
17. The Sub-recipient shall not make claims for payment from the Department for services rendered to eligible individuals when such claims would duplicate claims made from other sources of public funds available for the same service. The services being contracted for hereunder are not available on a non-reimbursable basis.
18. The Sub-recipient shall not discriminate against applicants for, and participants in the Ohio Works First Program established under Chapter 5107 of the Revised Code, and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Ohio Revised Code. The Sub-recipient further certifies that it will include a provision in any agreement, contract, grant or procedure requiring

the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

19. The Sub-recipient shall cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The Sub-recipient also agrees that it will include a like provision in any agreement, contract, grant, or procedure related to this Sub-grant agreement which require any subcontractor, or other party to cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.
20. The Sub-recipient agrees to be bound by the disclosure rules of the Ohio Department of Job and Family Services. Disclosure of information in a manner inconsistent with said rules is a breach of this Sub-grant agreement, and a violation of Ohio Revised Code Sections 5101.27, and 5101.99.
21. The Sub-recipient agrees that the services it delivers pursuant to this Sub-grant agreement will be delivered in a manner consistent with the Department's Prevention Retention and Contingency Plan, Exhibit A.
22. The Sub-recipient agrees to comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. § 874, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 3.
23. The Sub-recipient agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 276a through 276a-7, as supplemented by the Department of Labor Regulations, 29 C.F.R. Part 5.
24. The Sub-recipient agrees to comply with Sections 103, and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S. C. § 327 through 330, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 5.
25. The Sub-recipient agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1875(h); Section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738; and, environmental protection agency regulations, 40 C.F.R. Part 15.
26. The Sub-recipient agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy policy and Conservation Act, Pub.L. 94-136, 89 Stat.871.
27. The Sub-recipient agrees that the copyright to any copyrightable material created pursuant to this Sub-grant agreement, and that any discovery or invention which arises or is developed pursuant to the Sub-recipient's obligations under this Sub-grant agreement is the property of the Department.
28. The Sub-recipient agrees to adhere to the Records Retention Schedule for all documentation related to this agreement.

ARTICLE XV NOTICES

Any and all notices required by this Agreement, unless otherwise specified herein, shall be delivered as follows:

To the Department:

416 S East Street, Lebanon OH 45036

To the Sub-recipient:

416 S East Street, Lebanon OH 45036

ARTICLE XVI MERGER

This Agreement is the complete understanding between the parties. No prior or contemporaneous agreements, whether written or oral, may modify, enlarge or alter this written agreement except as incorporated by reference herein.

ARTICLE XVII SEPARABILITY

If any portion of this Sub-grant agreement is deemed to be illegal due to conflict with state or local law, the remainder of the Sub-grant agreement shall remain in full force and effect.

ARTICLE XVIII FORCE MAJUERE

Should the subject matter of this Sub-grant agreement be made illegal, abolished by the legislature or destroyed by an Act of God, or civil unrest then the agreement shall be terminated.

ARTICLE XIX HEADINGS

The paragraph headings contained in this Sub-grant agreement are solely for organizational purposes and are of no substantive effect.

ARTICLE XX GOVERNING LAW

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

**WARREN COUNTY
HUMAN SERVICES**



Arlene Byrd, Director

10/16/2023
Date

**WARREN COUNTY
CHILDREN SERVICES**

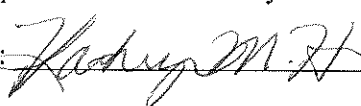


Shawna Jones, Director

10-16-23
Date

WARREN COUNTY PROSECUTOR

Approved as to Form Only

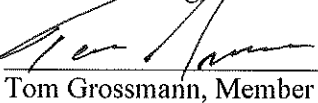
By: 

**BOARD OF WARREN COUNTY
COMMISSIONERS**

Shannon Jones, President



David G. Young, Vice-President



Tom Grossmann, Member

10/24/23
Date

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 23-1400

Adopted Date October 24, 2023

AUTHORIZE VICE PRESIDENT OF BOARD TO SIGN THE MOBILE DATA OFFICE REMODEL PROPOSAL FOR RJE BUSINESS INTERIORS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, RJE Business Interiors has provided Final Proposal 36288 for Mobile Data Office Remodel as part of the office Remodel Project; and

NOW THEREFORE BE IT RESOLVED, to authorize Vice President of the Board to sign the Mobile Data Office Remodel Proposal on behalf of Warren County Telecommunications as attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—RJE Business Interiors
Telecom (file)



Final Proposal

Cincinnati
 623 Broadway St
 Cincinnati, OH 45202
 Phone: 513-641-3700
 www.RJEBusinessInteriors.com

Proposal Number	36288
Date	10/02/2023
Account Executive	Mark Osterman
Customer Account	WARCOU
Terms	NET 30
Page	1 of 13

B Warren County Facilities
 I 430 Justice Dr
 L Lebanon, OH 45036
 L
 T ATTN: Gary Estes
 O Phone: 513-695-1810
 Gary.Estes@wcoh.net

T Warren county
 O 500 Justice Center Dr
 TELECOM
 Lebanon, OH 45036

 ATTN: Jeff Cepin
 Jeff.Cepin@wcoh.net

Project Description: Reconfigure Data Systems Team

RJE Team:

Workplace Consultant, Mark Osterman, mosterman@RJE-bi.com, 513-641-3700
 Sales Coordinator, Natalie Klein, Nklein@RJE-bi.com, 513-641-3700
 Designer, Genna Vu, gvu@RJE-bi.com, 513-641-3700

Group		Description	Extended Amount	
A.		Data Systems Stations	13,299.49	
Line	Quantity	Description	Unit Price	Extended Amount
1	1.00 Each	Allsteel 870248NFK--\$(P1)-.P28 IntegratdPwrPole FlatTrim/ConnKit Terrace48W Pnl \$(P1):P1 Paint Opts .P28:Fossil Mark Line For: DATA SYSTEMS STATIONS PPTC 48	83.88	83.88
2	1.00 Each	Allsteel 870565--.P28 Integrated Power Pole for Terr Ter 65-95"H .P28:Fossil Mark Line For: DATA SYSTEMS STATIONS PP	121.70	121.70
3	3.00 Each	Allsteel A871236--.P Power Harness 36W .P:Black Mark Line For: DATA SYSTEMS STATIONS P36	99.13	297.39
4	2.00 Each	Allsteel A871248--.P Power Harness 48W .P:Black Mark Line For: DATA SYSTEMS STATIONS P48	105.53	211.06
5	1.00 Each	Allsteel A871912--.P Ceiling Electrical In-Feed Cable 12' Flex Cable .P:Black Mark Line For: DATA SYSTEMS STATIONS CIF-144	102.79	102.79
6	2.00	Allsteel	18.00	36.00



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Page	2 of 13

Group		Description	Extended Amount	
A.		Data Systems Stations	13,299.49	
Line	Quantity	Description	Unit Price	Extended Amount
	Each	A873501--E4 Ter/2.6/Align Duplex Receptacle Circuit 1 .E4:Black Mark Line For: DATA SYSTEMS STATIONS 1		
7	2.00	Allsteel	18.00	36.00
	Each	A873502--E4 Ter/2.6/Align Duplex Receptacle Circuit 2 .E4:Black Mark Line For: DATA SYSTEMS STATIONS 2		
8	2.00	Allsteel	18.00	36.00
	Each	A873503--E4 Ter/2.6/Align Duplex Receptacle Circuit 3 .E4:Black Mark Line For: DATA SYSTEMS STATIONS 3		
9	3.00	Allsteel	18.00	54.00
	Each	A873504--E4 Ter/2.6/Align Duplex Receptacle Circuit 4 .E4:Black Mark Line For: DATA SYSTEMS STATIONS 4		
10	1.00	Allsteel	111.63	111.63
	Each	A876072--P Base Infeed 6'Sealight Cable .P:Black Mark Line For: DATA SYSTEMS STATIONS BIF-72		
11	3.00	Allsteel	291.28	873.84
	Each	ALED17U60 17" Daisy Chain Starter w/ Power Supply Mark Line For: DATA SYSTEMS STATIONS TL17		
12	3.00	Allsteel	205.57	616.71
	Each	ALED17UJMP30 17" Daisy Chain Light Mark Line For: DATA SYSTEMS STATIONS TL17		
13	1.00	Allsteel	60.09	60.09
	Each	LKFE3BLK--\$(KEYNUM)-.SEQ/-220-.3 Lock Core Kit Black - 3 Cores 2 Keys \$(KEYNUM):Key Number .SEQ/:Key Number Sequence Start 220:Key Number 220 .3:3 Mark Line For: DATA SYSTEMS STATIONS		
14	3.00	Allsteel	290.36	871.08



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Terms	NET 30
Page	3 of 13

Group	Description		Extended Amount	
A.	Data Systems Stations		13,299.49	
Line	Quantity	Description	Unit Price	Extended Amount
	Each	OH1536FDS--.YZ-\$(P1)-.P28-.EL-.OMT 15H x36W Flipper Door Overhead-Square Pull .YZ:Stride-DNA-Optimize \$(P1):P1 Paint Opts .P28:Fossil .EL:Matte Silver .OMT:omt Core to Ord key Alike Mark Line For: DATA SYSTEMS STATIONS OH 36		
15	3.00	Allsteel	226.31	678.93
	Each	T52472S--\$(L1STD)-.LAHD-.EH-.P Primary 24Dx72W Flat Eg Lam w/Grommets \$(L1STD):Grd L1 Standard Laminates .LAHD:Handspun Dove .EH:Fossil .P:Plastic Grommet Mark Line For: DATA SYSTEMS STATIONS 24x72		
16	1.00	Allsteel	274.20	274.20
	Each	T54824CR--\$(L1STD)-.LAHD-.EH-.P Corner 24Dx48W w/Radial Leading Eg Flat w/Gro \$(L1STD):Grd L1 Standard Laminates .LAHD:Handspun Dove .EH:Fossil .P:Plastic Grommet Mark Line For: DATA SYSTEMS STATIONS 48x60-L		
17	2.00	Allsteel	298.90	597.80
	Each	T5623ER--\$(L1STD)-.LAHD-.EH-.P Corner Cove 48x60-24L/30R Extd RH Flat w/Grom \$(L1STD):Grd L1 Standard Laminates .LAHD:Handspun Dove .EH:Fossil .P:Plastic Grommet Mark Line For: DATA SYSTEMS STATIONS 48x60-R		
18	9.00	Allsteel	19.83	178.47
	Each	T6BK--\$(P1)-.P28 Worksurface Bracket Kit \$(P1):P1 Paint Opts .P28:Fossil Mark Line For: DATA SYSTEMS STATIONS WBK		
19	6.00	Allsteel	107.36	644.16
	Each	TK04230WR--\$(P1)-.P28 Structural Raceway Pnl Fr-No Top Trim 42 1/2Hx30W \$(P1):P1 Paint Opts .P28:Fossil Mark Line For: DATA SYSTEMS STATIONS		



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Group		Description	Extended Amount	
A.		Data Systems Stations	13,299.49	
Line	Quantity	Description	Unit Price	Extended Amount
20	1.00 Each	42.5Hx30W Allsteel TK06524WR--\$(P1)-.P28 Structural Raceway Pnl Fr-No Top Trim 65Hx24W \$(P1):P1 Paint Opt .P28:Fossil Mark Line For: DATA SYSTEMS STATIONS 65Hx36W	118.04	118.04
21	4.00 Each	Allsteel TK06536WR--\$(P1)-.P28 Structural Raceway Pnl Fr-No Top Trim 65Hx36W \$(P1):P1 Paint Opt .P28:Fossil Mark Line For: DATA SYSTEMS STATIONS 65Hx36W	126.58	506.32
22	3.00 Each	Allsteel TK06548WR--\$(P1)-.P28 Structural Raceway Pnl Fr-No Top Trim 65Hx48W \$(P1):P1 Paint Opt .P28:Fossil Mark Line For: DATA SYSTEMS STATIONS 65Hx48W	136.03	408.09
23	1.00 Each	Allsteel TK322HF--\$(P1)-.P28 High/Low Flat Connector Kit - 22"H \$(P1):P1 Paint Opt .P28:Fossil Mark Line For: DATA SYSTEMS STATIONS 22.5HLE	29.59	29.59
24	1.00 Each	Allsteel TK322LF--\$(P1)-.P28 L 90degree Flat ConnKit 22H stacking/segmented \$(P1):P1 Paint Opt .P28:Fossil Mark Line For: DATA SYSTEMS STATIONS 22.5HLE	47.58	47.58
25	1.00 Each	Allsteel TK324PTFK--\$(P1)-.P28 Flat Top Trim 24W w/clips \$(P1):P1 Paint Opt .P28:Fossil Mark Line For: DATA SYSTEMS STATIONS TC30	15.86	15.86
26	2.00 Each	Allsteel TK330PTFK--\$(P1)-.P28 Flat Top Trim 30W w/clips \$(P1):P1 Paint Opt .P28:Fossil	18.30	36.60



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Group	Description		Extended Amount	
A.	Data Systems Stations		13,299.49	
Line	Quantity	Description	Unit Price	Extended Amount
27	2.00 Each	Mark Line For: DATA SYSTEMS STATIONS TC30 Allsteel TK342EF--\$(P1)-.P28 E End Trim Flat ConnKit - 42"H base panel \$(P1):P1 Paint Opts .P28:Fossil	32.03	64.06
28	3.00 Each	Mark Line For: DATA SYSTEMS STATIONS 42.5E Allsteel TK342LF--\$(P1)-.P28 L 90-degree Flat ConnKit - 42"H base panel \$(P1):P1 Paint Opts .P28:Fossil	59.78	179.34
29	1.00 Each	Mark Line For: DATA SYSTEMS STATIONS 42.5L Allsteel TK342TF--\$(P1)-.P28 T 3-way Flat Connector Kit - 42"H base panel \$(P1):P1 Paint Opts .P28:Fossil	59.78	59.78
30	2.00 Each	Mark Line For: DATA SYSTEMS STATIONS 42.5T Allsteel TK348PTFK--\$(P1)-.P28 Flat Top Trim 48W w/clips \$(P1):P1 Paint Opts .P28:Fossil	26.23	52.46
31	3.00 Each	Mark Line For: DATA SYSTEMS STATIONS TC30 Allsteel TK365EF--\$(P1)-.P28 E End Trim Flat ConnKit - 65"H base panel \$(P1):P1 Paint Opts .P28:Fossil	39.35	118.05
32	1.00 Each	Mark Line For: DATA SYSTEMS STATIONS 65E Allsteel TK365LF--\$(P1)-.P28 L 90-degree Flat ConnKit - 65"H base panel \$(P1):P1 Paint Opts .P28:Fossil	64.97	64.97
33	2.00 Each	Mark Line For: DATA SYSTEMS STATIONS 42.5L Allsteel TK372PTFK--\$(P1)-.P28 Extended Flat Top Trim 72W w/clips \$(P1):P1 Paint Opts	40.26	80.52



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Group		Description	Extended Amount	
Line	Quantity	Description	Unit Price	Extended Amount
A.		Data Systems Stations	13,299.49	
34	12.00 Each	.P28:Fossil Mark Line For: DATA SYSTEMS STATIONS TC36 Allsteel TKG44230T--\$(A)-.REF-929 Ter Tackable Acoustic Tile 42H x 30W \$(A):GRD A FAB .REF:Reflections 929:Galvanized Mark Line For: DATA SYSTEMS STATIONS DATA SYSTEMS STATIONS	59.78	717.36
35	2.00 Each	Allsteel TKG46524T--\$(A)-.REF-929 Ter Tackable Acoustic Tile 65H x 24W \$(A):GRD A FAB .REF:Reflections 929:Galvanized Mark Line For: DATA SYSTEMS STATIONS DATA SYSTEMS STATIONS	75.95	151.90
36	8.00 Each	Allsteel TKG46536T--\$(A)-.REF-929 Ter Tackable Acoustic Tile 65H x 36W \$(A):GRD A FAB .REF:Reflections 929:Galvanized Mark Line For: DATA SYSTEMS STATIONS DATA SYSTEMS STATIONS	97.91	783.28
37	6.00 Each	Allsteel TKG46548T--\$(A)-.REF-929 Ter Tackable Acoustic Tile 65H x 48W \$(A):GRD A FAB .REF:Reflections 929:Galvanized Mark Line For: DATA SYSTEMS STATIONS DATA SYSTEMS STATIONS	118.95	713.70
38	3.00 Each	Allsteel TKSL2429P--\$(P1)-.P28 Ter DNA Support Leg 24Dx29-1/2H \$(P1):P1 Paint Opts .P28:Fossil Mark Line For: DATA SYSTEMS STATIONS PSL	74.73	224.19
39	2.00 Each	Allsteel TN51560SF--\$(L1STD)-.LAHD-.EH-\$(P1)-.P28 15"D x 60"W Straight Countertops with Flat Trim \$(L1STD):Grd L1 Standard Laminates .LAHD:Handspun Dove .EH:Fossil \$(P1):P1 Paint Opts	169.58	339.16



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Group	Description	Extended Amount
A.	Data Systems Stations	13,299.49

Line	Quantity	Description	Unit Price	Extended Amount
40	3.00 Each	.P28:Fossil Mark Line For: DATA SYSTEMS STATIONS 15X60 Allsteel YPPSP281518FFM--.BK-.B-\$(P1)-.P28-\$(MATCH)-.NA-.X Align Ped 28x15x18 FF MetFront Plinth .BK:Flush Plinth .B:Bevel \$(P1):P1 Paint Opts .P28:Fossil \$(MATCH):Match Case .NA:Match Case .X:Omit Lock Mark Line For: DATA SYSTEMS STATIONS F/F	301.95	905.85
41	3.00 Each	Allsteel YPPSP281524BBFM--.BK-.B-\$(P1)-.P28-\$(MATCH)-.NA-.X Align Ped 28x15x24 BBF MetFront Plinth .BK:Flush Plinth .B:Bevel \$(P1):P1 Paint Opts .P28:Fossil \$(MATCH):Match Case .NA:Match Case .X:Omit Lock Mark Line For: DATA SYSTEMS STATIONS B/B/F	314.76	944.28
42	3.00 Each	Allsteel Z5SC54 42W External Supt Channel for 54W W/S Mark Line For: DATA SYSTEMS STATIONS SC 42	25.62	76.86
43	6.00 Each	Allsteel ZS36--\$(P1)-.P28 36W Open Bookshelf/Stride Height \$(P1):P1 Paint Opts .P28:Fossil Mark Line For: DATA SYSTEMS STATIONS SH 36	129.32	775.92

Group	Description	Extended Amount
B.	Storage Area Desk	1,284.70

Line	Quantity	Description	Unit Price	Extended Amount
44	8.00 Each	Allsteel Y629LKNP--\$(P1)-.P28 Lt Scale 29-1/2H Leg Non-handed Prntd \$(P1):P1 Paint Opts .P28:Fossil Mark Line For: STORAGE AREA DESK	100.96	807.68



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Group	Description	Extended Amount		
B.	Storage Area Desk	1,284.70		
Line	Quantity	Description	Unit Price	Extended Amount
45	2.00 Each	LSPL Allsteel Z53060SDP--\$(L1STD)-.LAHD-.EH-.P Desking W/S 30Dx60W Flat Eg Lam w/Grommets \$(L1STD):Grd L1 Standard Laminates .LAHD:Handspun Dove .EH:Fossil .P:Plastic Grommet Mark Line For: STORAGE AREA DESK 30x60	238.51	477.02
C.	Storage Area Shelving	758.75		
Line	Quantity	Description	Unit Price	Extended Amount
46	1.00 Each	Uline Inc FREIGHT FREIGHT Mark Line For: STORAGE AREA SHELVING	145.81	145.81
47	1.00 Each	Uline Inc H-2873 Bulk Storage Rack - Particle Board, 72x24x72 Mark Line For: STORAGE AREA SHELVING	501.18	501.18
48	1.00 Each	Uline Inc H-2873-ADD Additional Shelf for Bulk Storage Rack - Particle Board, 72x24 Mark Line For: STORAGE AREA SHELVING	111.76	111.76
D.	Storage Area Wall	6,177.39		
Line	Quantity	Description	Unit Price	Extended Amount
49	1.00 Each	Allsteel 899900 Lockset (Door Knob) Polished Brass keyed Mark Line For: STORAGE AREA WALL STORAGE AREA WALL	45.45	45.45
50	1.00 Each	Allsteel A871048--.P Pass-Thru Cable w/o Power Block 48W .P:Black Mark Line For: STORAGE AREA WALL PT48	57.95	57.95
51	2.00 Each	Allsteel A871248--.P Power Harness 48W .P:Black Mark Line For: STORAGE AREA WALL P48	105.53	211.06
52	1.00	Allsteel	18.00	18.00



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Group		Description	Extended Amount	
Line	Quantity	Description	Unit Price	Extended Amount
D.		Storage Area Wall		6,177.39
53	1.00	A873501--.E4 Ter/2.6/Align Duplex Receptacle Circuit 1 .E4:Black Mark Line For: STORAGE AREA WALL 1	18.00	18.00
54	1.00	Allsteel A873502--.E4 Ter/2.6/Align Duplex Receptacle Circuit 2 .E4:Black Mark Line For: STORAGE AREA WALL 2	18.00	18.00
55	1.00	Allsteel A873504--.E4 Ter/2.6/Align Duplex Receptacle Circuit 4 .E4:Black Mark Line For: STORAGE AREA WALL 4	111.63	111.63
56	1.00	Allsteel A876072--.P Base Infeed 6'Seallight Cable .P:Black Mark Line For: STORAGE AREA WALL BIF-72	98.82	98.82
57	5.00	Allsteel TK02236 Ter Stacking Panel Frame 22.5Hx36W Mark Line For: STORAGE AREA WALL S22	105.23	526.15
58	2.00	Allsteel TK06536WR--\$(P1)-.P28 Structural Raceway Pnl Fr-No Top Trim 65Hx36W \$(P1):P1 Paint Opts .P28:Fossil Mark Line For: STORAGE AREA WALL 65Hx36W	126.58	253.16
59	5.00	Allsteel TK06548WR--\$(P1)-.P28 Structural Raceway Pnl Fr-No Top Trim 65Hx48W \$(P1):P1 Paint Opts .P28:Fossil Mark Line For: STORAGE AREA WALL 65Hx48W	136.03	680.15
60	1.00	Allsteel	1,225.49	1,225.49



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Group		Description	Extended Amount	
D.		Storage Area Wall	6,177.39	
Line	Quantity	Description	Unit Price	Extended Amount
	Each	TK18742DF--\$(P1)-.P28-\$(L1STD)-.LEH1 Door panel - laminate with flat trim 87.5"H x 42"W \$(P1):P1 Paint Opts .P28:Fossil \$(L1STD):Grd L1 Standard Laminates .LEH1:Fossil Shale Mark Line For: STORAGE AREA WALL D 87.5Hx42W		
61	1.00	Allsteel	53.99	53.99
	Each	TK322SF--\$(P1)-.P28 S ExtendedStraightFlat ConnKit 22H stack/segment \$(P1):P1 Paint Opts .P28:Fossil Mark Line For: STORAGE AREA WALL 22.5T		
62	2.00	Allsteel	20.44	40.88
	Each	TK336PTFK--\$(P1)-.P28 Flat Top Trim 36W w/clips \$(P1):P1 Paint Opts .P28:Fossil Mark Line For: STORAGE AREA WALL TC36		
63	5.00	Allsteel	26.23	131.15
	Each	TK348PTFK--\$(P1)-.P28 Flat Top Trim 48W w/clips \$(P1):P1 Paint Opts .P28:Fossil Mark Line For: STORAGE AREA WALL TC48		
64	1.00	Allsteel	39.35	39.35
	Each	TK365EF--\$(P1)-.P28 E End Trim Flat ConnKit - 65"H base panel \$(P1):P1 Paint Opts .P28:Fossil Mark Line For: STORAGE AREA WALL 65E		
65	1.00	Allsteel	64.97	64.97
	Each	TK365TF--\$(P1)-.P28 T 3-way Flat Connector Kit - 65"H base panel \$(P1):P1 Paint Opts .P28:Fossil Mark Line For: STORAGE AREA WALL 65T		
66	1.00	Allsteel	60.70	60.70
	Each	TK367EF--\$(P1)-.P28 E End Trim Flat ConnKit - 87.5"H base panel \$(P1):P1 Paint Opts .P28:Fossil Mark Line For: STORAGE AREA WALL		



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Group	Description		Extended Amount	
D.	Storage Area Wall		6,177.39	
Line	Quantity	Description	Unit Price	Extended Amount
67	1.00 Each	87.5E Allsteel TK387LF--\$(P1)-.P28 L 90-degree Flat ConnKit - 87.5"H base panel \$(P1):P1 Paint Opts .P28:Fossil Mark Line For: STORAGE AREA WALL 87.5L	87.54	87.54
68	1.00 Each	Allsteel TK387WF--\$(P1)-.P28 W Flat Wall Mount Kit - 87.5" Length \$(P1):P1 Paint Opts .P28:Fossil Mark Line For: STORAGE AREA WALL 87.5WM	91.81	91.81
69	2.00 Each	Allsteel TKG42236T--\$(A)-.REF-929 Ter Tackable Acoustic Tile 22.5H x 36W \$(A):GRD A Fab .REF:Reflections 929:Galvanized Mark Line For: STORAGE AREA WALL STORAGE AREA WALL	46.36	92.72
70	10.00 Each	Allsteel TKG42248T--\$(A)-.REF-929 Ter Tackable Acoustic Tile 22.5H x 48W \$(A):GRD A Fab .REF:Reflections 929:Galvanized Mark Line For: STORAGE AREA WALL STORAGE AREA WALL	55.82	558.20
71	4.00 Each	Allsteel TKG46536T--\$(A)-.REF-929 Ter Tackable Acoustic Tile 65H x 36W \$(A):GRD A FAB .REF:Reflections 929:Galvanized Mark Line For: STORAGE AREA WALL STORAGE AREA WALL	97.91	391.64
72	10.00 Each	Allsteel TKG46548T--\$(A)-.REF-929 Ter Tackable Acoustic Tile 65H x 48W \$(A):GRD A FAB .REF:Reflections 929:Galvanized Mark Line For: STORAGE AREA WALL STORAGE AREA WALL	118.95	1,189.50
73	2.00	Allsteel	8.24	16.48



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Group		Description	Extended Amount	
D.		Storage Area Wall	6,177.39	
Line	Quantity	Description	Unit Price	Extended Amount
74	10.00	TKSK36 Ter 36W Segment Kit Mark Line For: STORAGE AREA WALL STORAGE AREA WALL		
	Each	Allsteel TKSK48 Ter 48W Segment Kit Mark Line For: STORAGE AREA WALL STORAGE AREA WALL	9.46	94.60
E.		Labor	2,935.00	
Line	Quantity	Description	Unit Price	Extended Amount
75	1.00	RJE CIN Installation Services LABOR LABOR: RECEIVE, DELIVER & INSTALL. NORMAL BUSINESS HOURS. Mark Line For: XXX	2,935.00	2,935.00

SUBTOTAL : \$24,455.33

GRAND TOTAL : \$24,455.33

REQUIRED DEPOSIT 50.0% : \$12,227.67

PLEASE REVIEW THIS PROPOSAL AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED. THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE!

Financing Options Available

Term	Monthly Payment
36 Months	\$814.36
48 Months	\$643.18
60 Months	\$538.02

If you would like to apply for financing, [Apply Here](#)

Terms and Conditions

- Rates effective 10/1/22. Subject to change without notice.
- All transactions are subject to PEAC credit approval and documentation requirements.
- Rates for businesses with at least 2 years tenure.
- Documentation Fee of \$350 due at closing



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Terms and Conditions

- Policy requires a 50% deposit on any order greater than \$10,000 unless terms state otherwise. Product orders will not be placed until RJE receives the required deposit.
- All orders are cash-based transactions. If payment is to be paid by MasterCard, Visa or American Express, a 3% processing fee will be added to the total.
- RJE will invoice Warren County Facilities the day product is received at the RJE Warehouse unless terms state otherwise. Full payment is owed 30 days from invoice date. In the event the project is delayed for reasons beyond RJE's control, and it is not possible for the product to be received at the project site, Warren County Facilities will be required to pay RJE the invoice balance 30 days from invoice date unless the terms indicate otherwise. In the event that RJE has substantially installed the furniture on the invoice (i.e., furniture with a value of at least 90% of the total invoice amount has been successfully installed), then Warren County Facilities shall pay the invoice no later than its due date, although it may withhold the value of the furniture that has yet to be successfully installed (i.e., the punch items). Notwithstanding, Warren County Facilities may not accept furniture related to this invoice which has been substantially installed and withhold payment for such furniture according to the payment terms of the invoice (i.e., within 30 days from invoice date).
- A 1.5% monthly fee will apply to late payments. Customer shall reimburse all reasonable legal fees and related costs that RJE incurs to successfully collect from customer any amount of this invoice that is not paid pursuant to its terms and conditions.
- RJE's product specifications are based on the most recent, approved electronic drawings provided by Warren County Facilities and/or designer. If the most recent approved electronic drawings provided by Warren County Facilities and/or designer do not correctly reflect the current space, and Warren County Facilities and/or designer have approved specifications for ordering based on these electronic drawings, the product might need to be conformed to fit the current space and additional charges may apply.
- All product covered in this quotation is "made to order" and will be ordered on behalf of Warren County Facilities. Items ordered are not subject to cancellation. Should cancellation be required and if it is not possible to do so, Warren County Facilities agrees to be completely responsible for any and all charges incurred up to the total amount of the order listed in this Final Proposal. Warren County Facilities will not be responsible for any amount in excess of the order amount listed in this Final Proposal, as a result of said cancellation, restocking, and/or related administrative costs. In the event of a breach or threatened breach of this agreement by Buyer, Seller can recover its damages, including but not limited to its reasonable pre-litigation and post-litigation attorney fees and costs.
- All labor charges have been based on the understanding that the building facilities will accommodate all specified items without special handling, as well as having a finished space in which to work with adequate lighting and with minimal interference from other trades. In the event it is necessary to stage product in areas other than those originally intended, additional handling charges may apply.
- New product being received at RJE's Warehouse may be stored for a period of up to 30 days at no charge to Warren County Facilities. Beyond 30 days, applicable storage charges will be invoiced to Warren County Facilities. Any such charges will be indicated in advance and will be negotiated in the best interest of Warren County Facilities. If Warren County Facilities requires existing product to be held at RJE's Warehouse, additional fees will be charged on a monthly basis per cubic feet.
- The proposal is valid for 30 days. Thereafter, verification will be required.
- We are pleased to submit the above proposal for your consideration. Should an order be placed, be assured it will receive prompt attention. The signature of a representative of your firm who is authorized to obligate your firm under contract in the State of Ohio, indicates in the space provided below your firm's acceptance of the above terms, conditions, and description of items and/or labor for sale, and authorizes RJE to proceed with the order.



RJE shall provide liability insurance coverage as follows:

RJE shall carry Commercial 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.

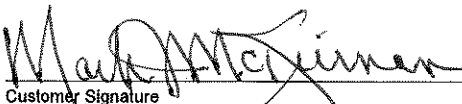
RJE further agrees that if any Commercial General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Vendor shall continue such policy in effect for the period of any statute or statutes of limitation applicable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

RJE shall carry statutory worker's compensation insurance as required by law and shall provide Warren County Facilities with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement

Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.

to  Warren County  David Young, V.P. 10/24/23

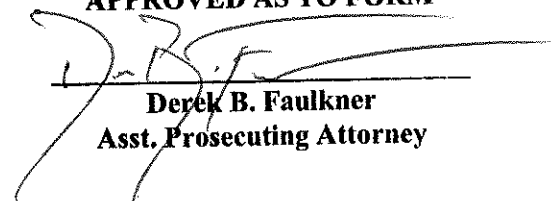
Thank you for the opportunity to be of service.


Customer Signature

10/18/23
Date

Mark J. McKiernan
Printed Name

APPROVED AS TO FORM


Derek B. Faulkner
Asst. Prosecuting Attorney

Resolution

Number 23-1401

Adopted Date October 24, 2023

AUTHORIZE ACCEPTANCE OF QUOTE 26162649 FROM ESRI, INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR ARCGIS DESKTOP STANDARD MAINTENANCE RENEWAL

WHEREAS, ESRI, Inc. will provide ArcGis Desktop Standard Single Use Primary Maintenance, as indicated on the attached quote for purchase; and

NOW THEREFORE BE IT RESOLVED, to accept quote from ESRI, Inc. on behalf of Warren County Telecommunications for ArcGis Desktop Standard Maintenance Renewal ; as attached hereto and a part hereof.

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—ESRI, Inc.
Telecom (file)



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 08/18/2023
To: Warren County Telecommunications Ac
Organization: County of Warren
Public Safety Network &
Fax #: 513-695-2973 **Phone #:** 513-695-1319
From: Megan Arreola
Fax #: **Phone #:** + 19093696073 Ext. 6073
Email: marreola@esri.com

Number of pages transmitted
(including this cover sheet): 5

Quotation #26162649
Document Date: 08/18/2023

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: + 190936960736073

Quotation

Date: 08/18/2023

Quotation Number: 26162649

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Megan Arreola

County of Warren
Public Safety Network &
Telecommunications Dept
500 Justice Dr
Lebanon OH 45036

Attn: Warren County Telecommunications Ac
Customer Number: 269966

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	93303 ArcGIS Desktop Standard Single Use Primary Maintenance Start Date: 11/17/2023 End Date: 11/16/2024 Subscription ID: 2516529028	1,650.00	1,650.00
1010	1	168630 ArcGIS Desktop Extensions Single Use Primary Maintenance Start Date: 04/20/2024 End Date: 11/16/2024	953.84	953.84
2010	1	161328 ArcGIS Enterprise Standard Up to Four Cores Maintenance Start Date: 11/14/2023 End Date: 11/16/2024	5,545.21	5,545.21
3010	1	166896 ArcGIS Enterprise GIS Professional Standard User Type Annual	3,049.86	3,049.86

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>
For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.



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Phone: + 190936960736073

Quotation

Page 2

Date: 08/18/2023

Quotation Number: 26162649

Item	Qty	Material#	Unit Price	Extended Price
		Subscription Start Date: 11/14/2023 End Date: 11/16/2024		
4010	1	166897 ArcGIS Enterprise GIS Professional Advanced User Type Annual Subscription Start Date: 11/14/2023 End Date: 11/16/2024	4,184.11	4,184.11
5010	3	174945 ArcGIS Workflow Manager User Type Extension for ArcGIS Enterprise Annual Subscription Start Date: 05/22/2024 End Date: 11/16/2024	98.08	294.25

Item Subtotal	15,677.27
Estimated Tax	0.00
Total	USD 15,677.27

DUNS/CEC: 06-313-4175 CAGE: 0AMS3



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Redlands, CA 92373
Phone: + 190936960736073

Quotation

Page 3

Date: 08/18/2023

Quotation Number: 26162649

Item	Qty	Material#	Unit Price	Extended Price
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Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.



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Quotation

Page 4

Date: 08/18/2023			Quotation No: 26162649		Customer No: 269966	
Item	Qty	Material#	Unit Price	Extended Price		


US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

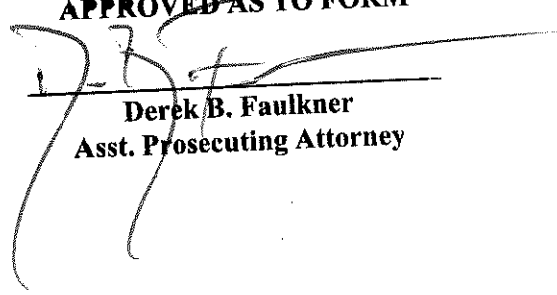
Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

	<u>10/24/23</u>
Signature of Authorized Representative	Date
<u>David G Young</u>	<u>Vice President</u>
Name (Please Print)	Title

APPROVED AS TO FORM



Derek B. Faulkner
Asst. Prosecuting Attorney

Resolution

Number 23-1402

Adopted Date October 24, 2023

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.

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/lkl

cc: Auditor
Supplemental App. file
OMB (file)

APPROVE A SUPPLEMENTAL APPROPRIATION INTO HEALTH INSURANCE FUND #6632

BE IT RESOLVED, to approve the following supplemental appropriation:

\$185,000.00 into #66320100-5932 (Health Ins – Medical/Rx Claims)

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

- M
- M
- M

Resolution adopted this ___ day of October 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/js

cc: Auditor _____
Supplemental App. File
OMB (file)

*9 Zindel
to the ratified
10-24-23*

*Inl
452*

Resolution

Number 23-1403

Adopted Date October 24, 2023

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 10/17/23 and 10/19/23 as attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 23-1404

Adopted Date October 24, 2023

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR GRAND COMMUNITIES, LLC, FOR COMPLETION OF IMPROVEMENTS OF THE WIDENING OF ZOAR ROAD ASSOCIATED WITH PROVIDENCE SUBDIVISION, SECTION TWELVE, BLOCK A SITUATED IN HAMILTON TOWNSHIP

NOW BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

BOND RELEASE

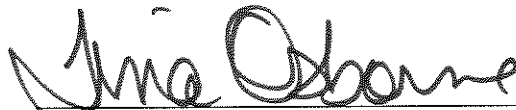
Bond Number	:	21-018(P)
Development	:	Widening of Zoar Road associated w/Providence Subdivision, Section Twelve, Block A
Developer	:	Grand Communities, LLC
Township	:	Hamilton
Amount	:	\$181,166.93
Surety Company	:	RLI Insurance Company (CMS0342293)

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Grand Communities, LLC, Attn: C. Schlensker, 3940 Olympic Blvd, Ste 400, Erlanger, KY 41018
RLI Insurance Company, 525 W. Van Buren St., Ste 350, Chicago, IL 60607
Engineer (file)
Bond Agreement file

Resolution

Number 23-1405

Adopted Date October 24, 2023

ACCEPT AN AMENDED CERTIFICATE, CREATE NEW FUND #4461, APPROVE A SUPPLEMENTAL APPROPRIATION AND A CASH ADVANCE FOR THE TOWNSHIP LINE ROAD BRIDGE #134-3.76 PROJECT

WHEREAS, in order for the Warren County Engineer's Office to be able to encumber funds for the Township Line Road Bridge #134-3.76 Project, an amended certificate, create a new fund number, a cash advance and a supplemental appropriation needs to be accepted; and

NOW THEREFORE BE IT RESOLVED, to create Fund #4461 and accept an Amended Certificate from the Budget Commission in the amount of \$10,000.00 for the Township Line Road Bridge #134-3.76 Project; and

Supplemental Appropriation

\$10,000.00 into 44613130-5320 (Capital Purchase)

Cash Advance

\$10,000.00 from 2202-45556 (Cash Advance out)
into 4461-45555 (Cash Advance in)

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Amended Certificate file
Supplemental App. file
Engineer (file)
OMB

Resolution

Number 23-1406

Adopted Date October 24, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS GENERAL
FUND #11011111

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 927.00 into #11011111-5797 (General – BOCC Grant OKI Share)

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Commissioners' file
OMB – S. Spencer

Resolution

Number 23-1407

Adopted Date October 24, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO ROAD INFRASTRUCTURE FUND
#4451

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

\$1,496,862.00 into #44513120-5910 (Road Infrastructure – Other Expense)

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 23-1408

Adopted Date October 24, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO JAIL IMPROVEMENT FUND #4497

BE IT RESOLVED, to approve the following supplemental appropriation within Fund #4497:

\$100,000.00 into #44973712-5320 (Capital Purchase)

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Facilities Management (file)

Resolution

Number 23-1409

Adopted Date October 24, 2023

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF – CORRECTIONS FUND #11012210

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Sherrif – Corrections Fund #11012210 in order to process a vacation leave for Shannon Sauer former employee of Sheriff – Corrections:

\$1,717.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012210-5882	(Sheriff - Correction - Vacation Leave Payout)

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff - Corrections (file)
OMB

Resolution

Number 23-1410

Adopted Date October 24, 2023

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE DETENTION FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Juvenile Detention Fund #11012600 in order to process a vacation leave for Audrey Swearinger former employee of JDC:

\$1,755.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012600-5882	(JDC - Vacation Leave Payout)

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Juvenile (file)
OMB

Resolution

Number 23-1411

Adopted Date October 24, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN ECONOMIC DEVELOPMENT
FUND #11011116

BE IT RESOLVED, to approve the following appropriation adjustment:

\$12,225.00 from #11011116 5910 (Econ Dev Other Expense)
into #11011116 5102 (Econ Dev Regular Salaries)

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

AD/

cc: Auditor
Appropriation Adjustment file
Economic Development (file)

Resolution

Number 23-1412

Adopted Date October 24, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND
#11011283

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,000.00 from #11011283-5830 (Workers Compensation)
 into #11011283-5940 (Travel)

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
 Appropriation Adjustment file
 County Court (file)

Resolution

Number 23-1413

Adopted Date October 24, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE INFORMATION
TECHNOLOGY DEPARTMENT FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment:

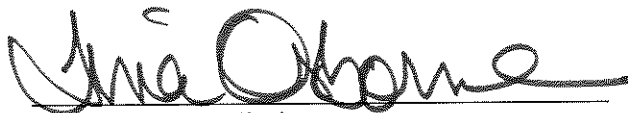
\$100,000.00 from #11011400-5102 (IT Regular Salaries)
into #11011400-5370 (Software Non Data Board)

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Information Technology (file)

Resolution

Number 23-1414

Adopted Date October 24, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN FACILITIES MANAGEMENT #11011600

BE IT RESOLVED, to approve the following appropriation adjustments:


\$10,000.00	from #11011600-5320	(Capital Purchase)
	into #11011600-5820	(Health & Life Insurance)
\$10,000.00	from #11011600-5320	(Capital Purchase)
	into #11011600-5400	(Purchased Services)
\$14,184.45	from #11011600-5882	(Vacation Leave Payout)
	into #11011600-5400	(Purchased Services)
\$ 6,770.11	from #11011600-5881	(Sick Leave Payout)
	into #11011600-5400	(Purchased Services)

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Facilities Management (file)

Resolution

Number 23-1415

Adopted Date October 24, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND
#11012200

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

\$10,000.00	from	11012200-5317	(Sheriff Non-Capital Purchase)
	into	11012200-5855	(Sheriff Clothing/Personal Equip)

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 23-1416

Adopted Date October 24, 2023

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

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,625.00 from #11012300-5210 (Materials & Supplies)
into #11012300-5370 (Software – Non Data Board Approval)

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 23-1417

Adopted Date October 24, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#10112500

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile
Probation fund #11012500:

\$ 1,000.00	from	11012500-5997	(JUV Prob Operational Transfer)
	into	11012500-5210	(JUV Prob Materials & Supplies)

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 23-1418

Adopted Date October 24, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN TELECOMMUNICATIONS DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustments:

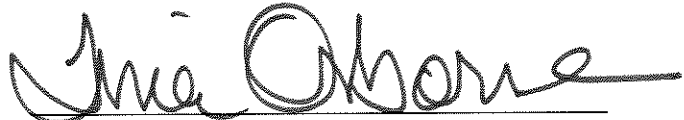
\$62,770.00	from #11012810-5310	(Vehicles Capital Outlay)
	into #11012810-5370	(Software Non-Data Board)
\$10,000.00	from #11012810-5320	(Capital Purchase)
	into #11012810-5370	(Software Non-Data Board)
\$13,000.00	from #11012810-5400	(Purchased Services)
	into #11012810-5370	(Software Non-Data Board)

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

Resolution

Number 23-1419

Adopted Date October 24, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN ENGINEER'S OFFICE FUND #2202

BE IT RESOLVED, to approve the following appropriation adjustments :

\$52,000.00	from	22023110-5400	(Purchased Services)
	into	22023110-5102	(Regular Salaries)
\$ 7,000.00	from	22023110-5400	(Purchased Services)
	into	22023110-5811	(PERS)
\$ 1,500.00	from	22023110-5400	(Purchased Services)
	into	22023110-5871	(Medicare)

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Engineer (file)

Resolution

Number 23-1420

Adopted Date October 24, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN DEVELOPMENTAL DISABILITIES FUND #2205

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 50,000	from	22056710-5317	Non Capital Purchase
\$ 275,000	from	22056710-5330	Real Prop Capital Improvement
\$ 75,000	from	22056710-5370	Software Non Data Board
\$ 500,000	from	22056710-5820	Health & Life Insurance
\$ 200,000	from	22056710-5910	Other Expense
\$1,100,000	into	22056710-5400	Purchased Services

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Developmental Disabilities (file)

Resolution

Number 23-1421

Adopted Date October 24, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN DOG AND KENNEL FUND #2206

BE IT RESOLVED, to approve the following appropriation adjustment within the Dog & Kennel Fund #2206:

\$2565.00	from	#22062700-5210	(Material/Supply)
	into	#22062700-5320	(Capital Purchase)

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. File
Dog & Kennel (file)

Resolution

Number 23-1422

Adopted Date October 24, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN JUVENILE COURT FUND #2247

BE IT RESOLVED, to approve the following appropriation adjustments within Juvenile Court RECLAIM fund #2247:

\$12,000.00	from	22471242-5400	(Purchased Services)
\$ 6,000.00	into	22471242-5811	(PERS)
\$ 1,000.00	into	22471242-5871	(Medicare)
\$ 5,000.00	into	22471242-5940	(Travel)

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 23-1423

Adopted Date October 24, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE OHIOMEANSJOBS WARREN COUNTY FUND #2258

BE IT RESOLVED, to approve appropriation adjustments within the OhioMeansJobs Warren County Fund # 2258.

\$ 10,000 from #2258-58005910 (Other Expense)
 into #2258-58005882 (Vacation Leave Payout)

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
OhioMeansJobs (file)

Resolution

Number 23-1424

Adopted Date October 24, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND
NO. 5580

WHEREAS, the Water and Sewer Department incurs travel expenses for conferences and training to include mileage, hotel, airfare and transportation; and

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

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

\$1,500.00 from 55803300 - 5998 (Reserve/Contingency)
 into 55803300 - 5940 (Travel)

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

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

Resolution

Number 23-1425

Adopted Date October 24, 2023

APPROVE REQUISITIONS AND AUTHORIZE DEPUTY COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
TEL	RJE BUSINESS INTERIORS	TEL RECONFIGURE DATA SYSTEMS	24,455.33

PO CHANGE ORDERS

Department	Vendor Name	Description	Amount
BOC	FORD DEVELOPMENT CORPORATION	AIRPORT RUNWAY & APRON PROJECT	13,417.00 INCREASE
SEW	WARREN COUNTY ENGINEER	KING AVE BRIDGE SEWER PROJECT	172,889.50 DECREASE
WAT	WARREN COUNTY ENGINEER	KING AVE BRIDGE WATER PROJECT	94,373.08 DECREASE

10/24/2023 APPROVED:



Martin Russell, Deputy County Administrator

Resolution

Number 23-1426

Adopted Date October 24, 2023

APPROVE AND ENTER INTO CONTRACT WITH CHAMPLIN ARCHITECTURE FOR CRITERIA ARCHITECT SERVICES ON THE NEW WARREN COUNTY CRIMINAL SUPPRESSION HEADQUARTERS PROJECT, ON BEHALF OF THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, pursuant to Resolution #23-0879, adopted July 18, 2023, this Board authorized Trevor Hearn, Director of Facilities Management, to initiate contract negotiations for Criteria Architect Services with Champlin Architecture relative to the Warren County Criminal Suppression Headquarters Project; and

WHEREAS, said negotiations are complete and it is the recommendation of the Director of Facilities Management to enter into contract with Champlin Architecture relative to the Warren County Criminal Suppression Headquarters Project; and

NOW THEREFORE BE IT RESOLVED, to approve and enter into contract with Champlin Architecture, 720 E Pete Rose Way, Cincinnati, OH 45202, for Criteria Architect Services for the Warren County Criminal Suppression Headquarters Project; as attached and made a part hereof.

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Champlin Architecture
Facilities Management (file)
Bid file



AIA® Document B104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the thirteenth day of September in the year Two Thousand Twenty-Three

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

Warren County, Ohio
Department of Facilities Management
406 Justice Drive
Lebanon, OH 45036

and the Architect:

(Name, legal status, address and other information)

Champlin/Haupt Architects, Inc. dba Champlin Architecture
720 East Pete Rose Way, Suite 140
Cincinnati, OH 45202

for the following Project:

(Name, location and detailed description)

Criteria Architect Services for the
Warren County Criminal Suppression Headquarters

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Int.

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User Notes:

(1245006708)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Regardless of any other term or condition of this Agreement, Architect makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Bodily Injury and Property Damage
Each Occurrence: \$1,000,000.00
General Aggregate: \$2,000,000.00

.2 Automobile Liability

Bodily injury and Property Damage combine single limit
Each Occurrence: \$1,000,000.00

.3 Workers' Compensation

Worker's Compensation Insurance:
Statutory in compliance with laws of the State(s) in which any part of the Work is to be performed.

Employers Liability Insurance:
Each Occurrence: \$1,000,000.00

.4 Professional Liability

Until final completion of all services in connection with the Project, the Architect shall obtain and maintain professional liability insurance for claims arising from the negligent performance of professional liability services under this Agreement written for not less than \$5,000,000.00 per claim and \$5,000,000.00 in the aggregate with a deductible not to exceed \$200,000.00. The professional liability insurance shall include prior acts coverage sufficient to cover all services rendered by the Architect and the policy coverage shall not be reduced by defense costs. The Architect shall furnish a copy of the proposed policy to the Owner for its review and approval, which shall not be unreasonably withheld, conditioned or delayed. All costs of the policy shall be paid by the Architect.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

(Paragraphs deleted)

§ 4.2.4 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs,

from such uses. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

\$83,115
- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other
(Describe the method of compensation)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Int.

An initial payment of zero dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, (4) the extent such information has become known to the public through no fault of the receiving party, (5) the extent such information is reasonably necessary for a party to defend itself in any dispute, or (6) to the extent the Architect and/or its consultants must disclose such information as required by law or to comply with their applicable professional codes of ethics or standards of conduct .

§ 12.3

INDEMNIFICATION

The Architect agrees, to the fullest extent permitted by law, to indemnify and hold the Owner harmless from damage or liability to the extent caused by the Architect's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the Architect is legally liable.

Neither Party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

ARTICLE 13 SCOPE OF THE AGREEMENT

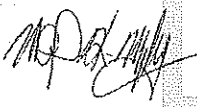
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

Init.

Signatures Page



Digitally signed by Michael Murphy
DN: C=US,
E=mika.murphy@thinkchamplin.com,
O=Champlin Architecture, CN=Michael
Murphy
Date: 2023.10.04 09:34:23-04'00'

Init.

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User Notes: (1245006708)

Worker's Compensation Insurance:

Statutory in compliance with laws of the State(s) in which any part of the Work is to be performed.

Employers Liability Insurance:

Each Occurrence: \$1,000,000.00

Until final completion of all services in connection with the Project, the Architect shall obtain and maintain professional liability insurance for claims arising from the negligent performance of professional liability services under this Agreement written for not less than \$5,000,000.00 per claim and \$5,000,000.00 in the aggregate with a deductible not to exceed \$200,000.00. The professional liability insurance shall include prior acts coverage sufficient to cover all services rendered by the Architect and the policy coverage shall not be reduced by defense costs. The Architect shall furnish a copy of the proposed policy to the Owner for its review and approval, which shall not be unreasonably withheld, conditioned or delayed. All costs of the policy shall be paid by the Architect.

PAGE 4

~~§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.~~

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Criteria Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Criteria Design Documents to the Owner, and request the Owner's approval.

~~§ 3.3 Construction Documents Phase Services~~

~~§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.~~

~~§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.~~

~~§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.~~

~~§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.~~

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™ 2017, Standard Abbreviated Form of Agreement Between Owner and

Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records; written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

PAGE 5

§ 4.2.2 The Architect has included in Basis Services () visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 6

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

...

~~§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

...

~~§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~

~~(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

~~1 — Termination Fee:~~

~~2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

Paragraph Reserved.

PAGE 9

\$83,115

PAGE 10

Refer to Potential Additional Services as indicated in Exhibit B, Champlin Architecture's Technical Proposal and Terms & Conditions dated September 12, 2023.

~~§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (%), 10%, or as follows:~~

Neither Party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.
PAGE 12

Exhibit A – Criteria Architect's Scope of Services for a Design-Build Project
Exhibit B – Champlin Architecture's Technical Proposal



August 29, 2023 Revised October 4, 2023

Mr. Trevor Hearn
Warren County
Department of Facilities Management
430 Justice Drive
Lebanon, Ohio 45036

Re: Criminal Suppression Headquarters Criteria Architect – Technical Proposal

Dear Trevor,

Champlin Architecture and the design team appreciate the opportunity to submit this technical proposal and fee information for your review regarding Criteria Architect services for the Criminal Suppression Headquarters. This document outlines our understanding of the basic scope of the project and our services from your program statement (RFQ), our meeting on July 26th, and the Exhibit A Criteria Architect's Scope of Services for a Design-Build Project.

SCOPE OF WORK

The scope of this project is to program and plan a building that will house warehouse space, administrative space, training areas, vehicle bays and multipurpose spaces within a single-story slab on grade building on property currently owned by Warren County or that will be procured by Warren County.

Our July 26th meeting used a conceptual plan you had developed that indicated warehouse and office space for the Drug Task Force as well as parking bays, office space and training areas (including an indoor firing range) for SWAT. The total square footage of the conceptual plan is approximately 30,000 SF (with 22,000 SF assigned to the Drug Task Force).

A site aerial of the vicinity of the County Engineer's complex on Markey Road in Lebanon was also reviewed during the July 26th meeting. Four potential site locations were identified (2 on County property and 2 that are currently owned by the City of Lebanon). Preliminary layouts of each location will be planned prior to the selection of one of the locations to develop to the level appropriate for criteria documents for issuance as part of a design/build procurement process.

As indicated in the RFQ, the design team will verify and finalize the program of requirements (POR) and develop a concept plan for the facility to address the current and anticipated needs for the departments to be housed within it. The intent is to use the plan provided as a starting point for discussion. The scope of services also includes developing an outline specification and the design criteria/intent for interior and exterior materials and aesthetic to guide the future design as will be created by a Design/Build team.

THINK CREATE REALIZE

424 East Fourth Street, Cincinnati, OH 45202 T 513.241.4474 F 513.241.0081 thinkchamplin.com

- During the Preconstruction stage, Champlin will:
 - Issue clarifications and/or interpretations of the Criteria Design Documents to the Design Build Team as required.
 - Meet with the Owner as required to review the Design Build Team's development of documents, schedule and budget and advise on status or corrective action to consider as appropriate. For the purposes of this proposal 2 meetings for this purpose are included.
 - Review the Design Build Team submittal for general conformance with the Criteria Design Documents.
- During the Construction stage, Champlin will:
 - Note that the Design Build Team's Architect of record is specifically responsible for Construction stage activities related to construction contract administration and all activities associated with general conformance with the Final Design. The role of the Criteria Architect during this stage is to serve as an advisor to the Owner related to general conformance with Criteria Design only. Services required to be provided by the Architect of Record are excluded.
 - Meet with the Owner as required to review the Design Build Team's progress. For the purposes of this proposal 4 meetings for this purpose are included (assumed frequency to be every other month or so).
 - Review Design Build team's submittals, payment applications, and closeout documents for general conformance with the Criteria Design. Note that reviews will only proceed upon review and submission by the design Build Architect since the Criteria Architect is not responsible for construction phase activities related to general conformance with the Final Design.

POTENTIAL ADDITIONAL SERVICES

The following are potential additional services that may be required, but are not currently included, and can be performed by the design team as authorized in advance by Warren County:

- Provide building elevations and detailed renderings of the potential building design.
- Site survey.
- Geotechnical engineering and subsurface investigation including underground utility location.
- Schematic Design Deliverables in accordance with the Stage Submission Requirements in Exhibit A including, but not limited to:
 - Schematic architectural plans, site plans, and building elevations.
 - Building code survey.
 - Mechanical, electrical, plumbing and life systems diagrammatic plans.
 - Outline table of contents of the technical specification.
 - A schematic level opinion of probable construction cost.
- Design Development Deliverables in accordance with the Stage Submission Requirements including, but not limited to:



3. Any additional services requested or outlined outside the scope of services here-in to be completed on an hourly basis at time of services. Consultants to be invoiced at 1.15 multiplier. Current hourly rate sheets are attached.
4. The project will be completed utilizing Autodesk Revit software for building information modeling (BIM).
5. Special inspections, site surveying, special construction testing & inspections, 3D laser scanning, geotechnical, furnishings, signage, commissioning (basic or enhanced), extensive system fuel, energy, solar or lighting studies, smoke control system design, smoke CFD modeling, fire hydrant flow tests, electrical load testing & metering existing systems, AV, data, communications, security or other professional design or engineering consultation not identified is not included. If these or other services are requested or required they will be provided as additional services.
6. The creation of easements & exhibits, traffic impact studies, and the design of off-site roadway and utility extensions are not included. It is assumed that support utilities and systems are adequate and require no upgrades (e.g. for capacity, code compliance). Extensions of site utilities are not included. Parking lot design or site detention design is not included. The design of ancillary site structures, such as utility tunnels is not included. Lift stations, sanitary forcemain design, irrigation design, sewer or water studies, as-built site surveys, water works tap permits/documents are not included.

Our design team is very excited about this project and respects the opportunity we have to assist Warren County with executing the recently completed master plan. If you have any questions, please let me know.

Sincerely,
Champlin Architecture

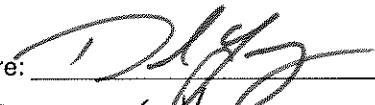
Warren County



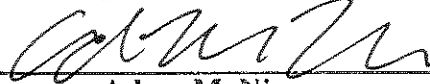
Michael K. Murphy, AIA

Principal

Christy Dakin
Christy Dakin
Principal

Signature: 
Name: David G. Young
Title: Vice President

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

thinkchamplin.com



Resolution

Number 23-1427

Adopted Date October 24, 2023

AUTHORIZE THE DIRECTOR OF FACILITIES MANAGEMENT TO INITIATE CONTRACT NEGOTIATIONS WITH HGC CONSTRUCTION & KZF DESIGN FOR DESIGN-BUILD SERVICES FOR THE NEW WARREN COUNTY COURT PROJECT

WHEREAS, pursuant to Resolution #23-0878, adopted July 18, 2023, this Board issued a request for qualifications for Design-Build Services relative to the new Warren County Court Project; and

WHEREAS, pursuant to Resolution #23-1030 adopted August 8, 2023, the Board established an Evaluation Committee to review the request for qualifications submittals prior to selection by this Board; and

WHEREAS, statements of qualifications were received and reviewed, and the Evaluation Committee then invited four qualified firms to submit proposals for said Design-Build Services: Conger Construction & MSA Design, Shook Construction & Champlin Architecture, Megen Construction & Elevar Design, and HGC Constructions & KZF Design; and

WHEREAS, proposals from the four firms were received and reviewed, and the Evaluation Committee then interviewed the four firms and in accordance with the procedures set forth in Section 153.65 of the Ohio Revised Code, and the published criteria in the request for qualifications and proposals, the Evaluation Committee scored and ranked the four firms based on Best Value; and

WHEREAS, based on the attached ranking by the Evaluation Committee, HGC Construction & KZF Design is the Best Value to provide Design-Build Services for said Project; and

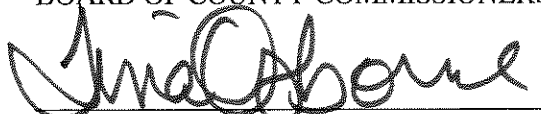
NOW THEREFORE BE IT RESOLVED, to authorize Trevor Hearn, Director of Facilities Management, to begin contract negotiations with HGC Construction & KZF Design for Design-Build Service for the new Warren County Court Project.

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Facilities Management (file)
Project file
Bid file

D-B Team	Final Score
HGC Construction & KZF Design	95.8
Conger Construction & MSA Design	94.6
Megen Construction & Elevar Design	79.7
Shook Construction & Champlin Architecture	63.7

Resolution

Number 23-1428

Adopted Date October 24, 2023

AUTHORIZE THE WATER AND SEWER DEPARTMENT TO ENTER INTO NEGOTIATIONS WITH ENVIRONMENTAL ENGINEERING SERVICES, INC FOR THE DESIGN OF IMPROVEMENTS TO THE DALE ACRES WASTEWATER TREATMENT PLANT

WHEREAS, this Board of County Commissioners (the "Board") of the County of Warren, Ohio (the "County") recognizing the need to for improvements to the Dale Acres Wastewater Treatment Plant, directed the Warren County Water and Sewer Department to issue a Request for Qualifications, pursuant to Resolution 23-0886 dated July 18, 2023; and

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

WHEREAS, five qualification submittals from engineering consulting companies were received on September 29, 2003; and

WHEREAS, pursuant to Resolution 23-0887, adopted on July 18, 2023 this Board appointed a committee to review qualification submittals from engineering consulting companies and upon adoption, the submittals were reviewed and evaluated by said committee with a summary of the evaluations included below; and

	TOTAL	RANK
ENGINEERING FIRM		
Environmental Engineering Services (EES)	352	1
Burgess & Niple	343	2
Structurepoint	322	3
DLZ	226	4
New River Engineers	189	5

WHEREAS, the Water and Sewer Department requests authorization to begin contract negotiations with the top ranked engineering firm; and

NOW THEREFORE BE IT RESOLVED, authorize the Water and Sewer Department to initiate negotiations with Environmental Engineering Services for the proposed improvements.

RESOLUTION #23-1428

OCTOBER 24, 2023

PAGE 2

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

Mrs. Jones – absent

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS

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

Tina Osborne, Clerk

cc: Water/Sewer (file)
Project File
Bid file

Resolution

Number 23-1429

Adopted Date October 24, 2023

AUTHORIZE THE ISSUANCE OF A CREDIT CARD FOR USE BY THE WARREN COUNTY ENGINEER

WHEREAS, Ohio Revised Code § 301.27 authorizes the office of a county appointing authority to use a credit card to pay for work related expenses including computer software; and

WHEREAS, in order for the office of a county appointing authority to obtain a credit card, the county appointing authority must apply to the board of county commissioners for authorization to have an officer or employee of the appointing authority use a credit card held by the appointing authority, and such authorization request must state whether the card is to be issued only in the name of the office of the appointing authority or whether the issued card also shall include the name of a specified officer or employee; and

WHEREAS, the debt incurred as result of use of the credit card shall be paid from monies appropriated to specific appropriation line items of the appointing authority for the aforementioned work-related expenses; and

WHEREAS, in accordance with Ohio Revised Code § 301.27 (E) (2), the board of county commissioners may adopt a resolution authorizing an officer or employee of an appointing authority to use a credit card to pay specific classes of the aforementioned work-related expenses without submitting an estimate of those expenses to the board of county commissioners; and

WHEREAS, prior to adopting a resolution authorizing the use of a county credit card, the board of county commissioners are required to notify the county auditor; and

WHEREAS, the Warren County Engineer, who is a County Appointing Authority, has requested a county credit card to be issued in the name of the Warren County Engineer and authorization for its use by the County Engineer, Chief Deputy County Engineer, and the Administrative Assistant to pay work related expenses related to computer software, and the vendors that only accept credit cards to purchase the same; and

WHEREAS, upon receipt of the request from the Warren County Engineer, the Clerk shall send notice of the request to the County Auditor; and

NOW THEREFORE BE IT RESOLVED, this Board does hereby authorize the issuance of a county credit card to the Warren County Engineer and this Board does hereby authorize its use by the County Engineer, Chief Deputy County Engineer, and Administrative Assistant; and

BE IT FURTHER RESOLVED, that the said credit card shall be used to pay any work-related expenses allowed under Ohio Revised Code § 301.27 and may be done so without submitting an estimate of those expenses to this Board; and

RESOLUTION #23-1429

OCTOBER 24, 2023

PAGE 2

BE IT FURTHER RESOLVED, that the debt incurred as a result of the use of the credit card shall be paid from monies appropriated to specific appropriation line items of the County Engineer for the specific work-related expenses.

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

Mrs. Jones – absent

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS

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

Tina Osborne, Clerk

cc: Auditor
Engineer (file)

Resolution

Number 23-1430

Adopted Date October 24, 2023

ACCEPT RESIGNATION OF MATT FETTY, DIRECTOR OF WARREN COUNTY
OHIO MEANS JOBS EFFECTIVE NOVEMBER 3, 2023

BE IT RESOLVED, to accept the resignation of Matt Fetty, Director of Warren County
OhioMeansJobs, effective November 3, 2023.

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OhioMeansJobs (file)
M. Fetty's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 23-1431

Adopted Date October 24, 2023

APPROVE OPERATIONAL TRANSFER FROM COUNTY COMMISSIONERS' FUND #11011112 INTO MARY HAVEN YOUTH TREATMENT CENTER FUND #2270

WHEREAS, the Mary Haven Youth Center has requested that the Fourth Quarter of their 2023 operating contribution be transferred from the County Commissioners Fund #1101 into the Mary Haven Youth Treatment Center Fund #2270; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from County Commissioners Fund #1101 into Mary Haven Youth Treatment Center Fund #2270:


\$169,222.00 from #11011112-5744 (GENL BOCC OT Mary Haven Home)
into #2270-49000 (Distributions & Transfers)

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Probate/Juvenile (file)
Operational Transfer file
OMB

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

Resolution

Number 23-1432

Adopted Date October 24, 2023

APPROVE THE WARREN COUNTY ASSESSMENT OF FAIR HOUSING RELATIVE TO THE WARREN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM

WHEREAS, Warren County desires to continue the Community Development Block Grant program, and

WHEREAS, as a condition set forth by the U.S. Department of Housing & Urban Development, the County must develop an Assessment of Fair Housing as a requirement of the Community Development Block Grant (CDBG) Entitlement Program; and

NOW THEREFORE BE IT RESOLVED, to approve the Assessment of Fair Housing relative to Warren County's CDBG Entitlement Program, as attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of October 2023.

BOARD OF COUNTY COMMISSIONERS

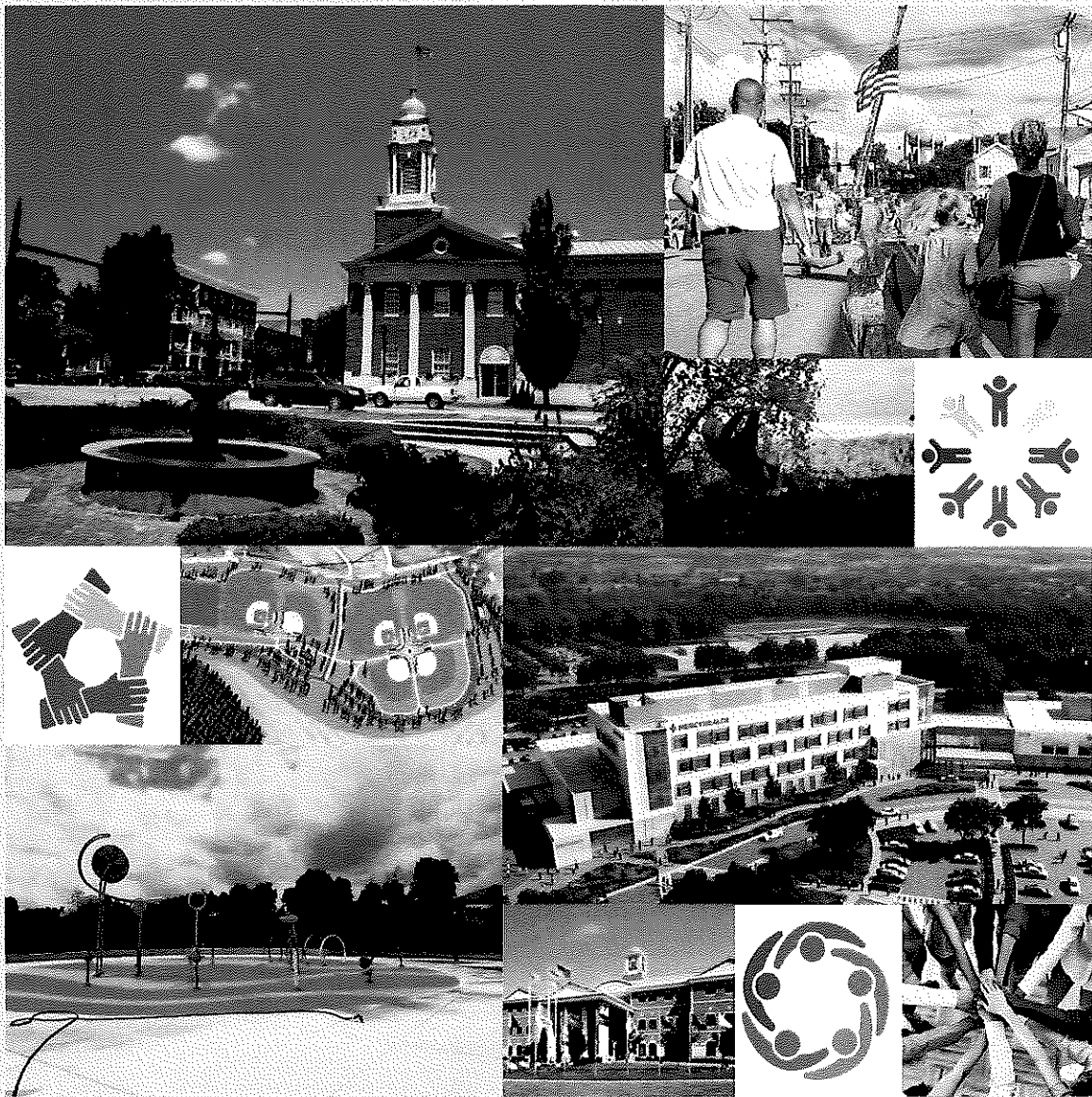

Tina Osborne, Clerk

/sm

cc: OGA (file)
RPC (file)

Warren County

Assessment of Fair Housing





WARREN COUNTY

Warren County, Ohio
Assessment of Fair Housing



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II. Executive Summary

This report is an Assessment of Fair Housing for Warren County, Ohio. The analysis was directed by the Warren County Regional Planning Commission with guidance from the Warren County Grants Administration and supported by input from multiple County departments and agencies. Community outreach and participation was an important driver for this analysis. Information was gathered from focus groups, community workshops, a dedicated website, and an online survey. Focus groups were organized into the following categories:

- Residents (Community Workshop)
- Local Government Officials
- Housing Providers
- Financial and Realty Institutions
- Schools and Education Providers
- Home Builders and Developers

To gain an understanding of where potential impediments and inequalities are located throughout the County, a demographic summary and assessment of past goals and actions were conducted. The study revealed several notable findings, including:

- 246,553 people live within Warren County (2021 American Community Survey 5-Year Estimates).
- Racial and ethnic minorities represent 11.94% of Warren County's population.
- Asians are the largest minority (7.2% of the County's population), and are primarily located within Deerfield Township, and the cities of Mason and Springboro.
- African Americans are the second largest minority (3.4% of the County's population) and are primarily located within the cities of Franklin, Lebanon, and South Lebanon.
- Forty-Eight percent of the population is of workforce age (18-65 years of age) approximately 120,000 residents.
- 27,834 residents are disabled, a 29.63 percent increase in residents with a disability since 2015.
- Since 2010, the County has experienced greater growth of homeowners versus renters.
- 4.7% of households with children under the age of 18 live in single female headed homes.



Fair Housing Issues and Contributing Factors

During the review, it was identified that certain situations in Warren County have the potential to contribute to unfair housing practices and hinder fair housing choice. Several challenges were observed, particularly among minority populations, including communication barriers, transportation difficulties, and limited access to quality affordable housing and childcare. The following factors were identified as specific impediments to fair housing choice in Warren County.

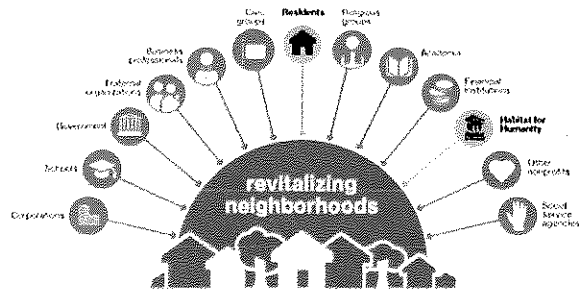
- 1. Large Lot Size:** In the eastern portion of Warren County, which includes Harlan, Salem, Washington, and Wayne Townships, the primarily rural nature of the area and the absence of a central sanitary sewer connection have resulted in zoning regulations that mandate large lot sizes. The minimum lot sizes for several zoning districts (RU, R1A, and R1) within the eastern portion of Warren County outlines a minimum lot size requirement of 1.25 acres. Typically, a minimum lot size of 1.25 acres is required for all sites within Warren County that utilize an on-site septic system. These regulations aim to preserve the rural character of the region. In jurisdictions with sufficient services, continuous efforts have been made to reduce barriers to affordable housing, including addressing impediments caused by lot size, density, and building size.
- 2. Minimum Dwelling Unit Sizes:** As was stated within the previous 2018 Analysis of Impediments, various jurisdictions have established minimum dwelling unit size requirements, typically ranging from 960 sq. ft. to 1,200 sq. ft. These minimum requirements have remained the same and have not indicated any obstacles to fair housing choice. However, some developers have requested smaller housing sizes that have been accommodated through the Planned Unit Development process.
- 3. Limited Housing Type Restrictions:** Numerous jurisdictions within Warren County have imposed limitations on the allowable types of housing units. While Warren County has implemented a zoning code that permits housing types such as patio homes, zero-lot line housing, accessory dwelling units, and other forms of small lot housing, several urban jurisdictions within the County continue to impose restrictions on their usage.

Multiple jurisdictions have expressed that residents have a growing desire to age in place, but they have identified a scarcity of suitable housing options for older individuals and those with disabilities. To address this issue, certain non-profit organizations, like the Community Housing Assistance Program (CHAP), have stepped in to aid. CHAP helps residents by acquiring houses, carrying out essential renovations and repairs, and then renting these homes to individuals with disabilities.



Since 2018, CHAP has significantly expanded its housing inventory, going from 37 homes to the current count of 87 homes. Additionally, CHAP also manages one property owned by the Warren County Board of Developmental Disabilities.

- 4. **Restriction on Manufactured and Mobile Homes:** Permanently sited manufactured homes remain an allowable use in Warren County jurisdictions as permitted within the Ohio Revised Code. Wayne Township continues to be the only jurisdiction that permits manufactured home parks.
- 5. **Limited Areas Zoned for Multifamily Uses:** Each jurisdiction currently faces limitations in terms of the availability of multifamily housing. Through focus group meetings with developers, County departments, and various organizations, it has been consistently observed that there is limited support for new multifamily developments within the County. There is also limited land available in High Opportunities Areas and the cost of available land in these areas impacts housing affordability.
- 6. **Slow Implementation of Neighborhood Revitalization Plans:** Certain areas, such as the cities of Franklin, Lebanon, and South Lebanon, as well as the Village of Morrow, have developed ambitious neighborhood revitalization plans. These areas have a high concentration of minority populations, and these plans identify opportunities to change these neighborhoods into neighborhoods of choice (High Opportunity Areas). In contrast to other areas that have witnessed growth in commercial and residential development, these minority communities have experienced stagnant physical and social infrastructure development. Focus group members stated that the primary issue impacting implementation is funding and leadership. Since 2010, the Warren County Regional Planning Commission (RPC) has successfully completed several Comprehensive Plans in jurisdictions where there are higher concentrations of minority populations and individuals with low to moderate incomes. As part of this process, the RPC organized public events to actively engage with the community and gather valuable input from the public. Past Community Development Block Grant funding have been concentrated in these areas.
- 7. **A Transportation Disconnect between Employment and Housing:** There is a transportation disconnect between employment and housing, particularly impacting minorities, and families with a





single head of household. Concentrated areas of protected classes are typically removed from centers of high employment opportunities. This spatial arrangement increases transportation costs and limits access to employment opportunities. The availability of public transportation options is limited, resulting in inconvenience and restricted access to goods, services, and employment opportunities. There is a current discussion to improve public transportation to effectively connect the County's employment and service centers with residential neighborhoods, ensuring better mobility and accessibility for residents. Unfortunately, the Warren County Transit has not had the opportunity to expand the development of the southbound Lebanon Loop towards South Lebanon, limiting the scope of public transit options available within the County.

Certain portions of the County, such as the City of Franklin and Franklin Township continue to provide their own transportation service for seniors and individuals with disabilities. Franklin Township, in collaboration with the City of Franklin, provides free bus transportation to seniors over 60, and residents with a documented disability, to and from doctor appointments, shopping, and other select destinations within the Carlisle, Franklin, and Franklin Township area.



8. **The Cost of Municipal and Public Services:** Builders and developers have expressed significant concern regarding the overall cost of utilities. During focus group discussions, participants noted that the average affordable multifamily housing project cost requiring grading, paving, sewer, and water ranged from \$750 to \$800 per linear foot. Utility tap-in fees pose an additional challenge, particularly for affordable multifamily projects. The financial burden of these fees further adds to the overall costs and may hinder the development of much-needed affordable housing options.
9. **Insufficient Availability of Public Housing and Vouchers:** Various forms of housing assistance, including public housing, scattered sites, multifamily units, project-based Section 8, low-income housing tax credits, and housing choice vouchers, are currently in place. However, multiple housing organizations have highlighted the inadequacy of public housing to meet the needs of residents seeking assistance, resulting in an ongoing waiting list (1,241 individuals for Warren Metropolitan Housing Authority). The Warren Metropolitan Housing Authority recently informed about a recent development from HUD, permitting metropolitan housing authorities to offer housing choice



- 13. Lack of Private Investments in Specific Neighborhoods:** Certain communities have not seen much new residential housing construction (outside of rehabilitation). However, there have been improvements in commercial and industrial development.
- 14. Access to Quality Day Care:** Focus Group participants felt that access to quality childcare impacts a child's development and preparedness for school. They also stated that limited access to quality childcare, particularly impacts single-female head of households in their ability to access employment in High Opportunity Areas. It was noted that early care settings attended by some young children, particularly low-income children, provide quality at levels too low to adequately promote children's learning and development and that this exacerbates socioeconomic inequalities.

Fair Housing Goals and Priority Areas

Warren County has established a set of ten (10) goals and corresponding timeframes through stakeholder interviews and focus groups conducted during this study. These goals aim to achieve specific priority areas involving fair housing enforcement, testing, and awareness. More information is available at the end of this assessment (see **Section VI. Fair Housing Goals and Priorities**). The plan outlines the following goals:

1. Update Zoning Codes that have a Disparate Impact on Fair Housing.
2. Expand Fair Housing Training.
3. Analyze Transit and Transportation Options.
4. Neighborhood Improvement.
5. Greater Participation in Advanced Education, Vocational Schools, and Financial Literacy Programs.
6. Address Mental Health Disparities.
7. Encourage School-Based Health Centers.
8. Evaluate Scattered Site Public Housing Versus Concentrated Public Housing Options.
9. Promote Affordable, Quality Childcare Access.
10. Provide Accessible Housing for Aging Residents and People with Disabilities.

III. Community Participation Process

Warren County has approached the topic of encouraging meaningful community participation by hosting outreach activities and establishing a means of communicating with residents and important stakeholders in the community. Three steps were essential to begin this process:

1. Creating a website
2. Creating a survey
3. Scheduling outreach activities, such as Focus Groups and Community Workshops

By developing a website, Warren County was able to establish a way for community members to access important information throughout the duration of the analysis. It also gave community members direct access to the survey, which asked for general information about the participants’ housing situation. The survey also allowed participants to leave questions and comments for staff. Lastly, Warren County scheduled and held several focus groups and workshops to allow each group of stakeholders and residents the opportunity to voice concerns, give ideas, and express what they would like to see in their community. The timeline of outreach activities is as follows:

Focus Groups and Workshops	Meeting Date
Township Focus Group	February 28, 2023
Cities & Villages Focus Group	March 7, 2023 May 16, 2023
Local Jurisdiction Organizations Focus Group	March 22, 2023
Home Builders Association of Dayton Focus Group	March 29, 2023
Housing Providers Focus Group	March 30, 2023
Finance, Law, & Realty Focus Group	April 18, 2023 May 24, 2023
Schools Focus Group	April 20, 2023
Community Workshop	April 26, 2023
Public Hearing	July 25, 2023

Table 3.1: Workshop and Focus Group Meetings.



Marketing Strategies

Warren County staff utilized various methods to disseminate information about the AFH process, meetings, and how residents can participate. Each of these methods of communication was meant to ensure that all members of the County are allowed to attend the workshops and meetings or have other means of participating if attending meetings was not feasible for them. There were four major methods used to advertise the community portion of the AFH process:

1. *Website* – Provides information about the AFH, the AFH process, and future meeting dates, as well as provides access to the survey.
2. *Flyers* – Provides the dates and times for upcoming public community workshops.
3. *Contact Cards* – Provides a means of direct communication to staff via phone and email.
4. *Press Release* – Alerts the community of the start of the AFH process and provides an overview of the purpose of the AFH.

Media Outlets

Warren County has utilized a variety of media outlets to disseminate information about fair housing across multiple platforms. These efforts aim to reach a diverse range of individuals, including those from underrepresented communities. Additionally, the County is committed to being inclusive of individuals who do not speak English fluently. To facilitate this, the survey and related documents have been translated into Spanish, enabling those with limited English proficiency and those for whom English is a

Organization Media Outlets	Social Media	Event Calendar	Newsletter
Warren Metropolitan Housing Authority	✓		
League of United Latin American Citizens (LULAC)	✓		
Warren County Career Center	✓		
The Good Neighbor House	✓	✓	✓

Table 3.2: Warren County Agency Participation

second language to fully participate in the process.

Jurisdiction	Social Media	Event Calendar	Newsletter
Lebanon	✓		✓
Mason	✓	✓	✓



Deerfield Township	✓		✓
City of Franklin			✓
City of Springboro	✓	✓	✓

Table 3.3: Warren County Jurisdiction Participation

Organizations Consulted Throughout the Planning Process

Participant	Means of Participation
Township	
Clearcreek Township	Focus Group
Deerfield Township	
Franklin Township	
Turtlecreek Township	
Washington Township	
Wayne Township	
Cities and Villages	
City of Franklin	Focus Group
City of Lebanon	
City of Mason	
Village of Waynesville	
Local Jurisdiction Organizations	
HOME (Housing Opportunities Made Equal)	Stakeholder Interview
Warren County Board of Developmental Disabilities	Focus Group
Safe on Main	
Warren County Office of Grants Administration	
Home Builder's Association	
Choice One Engineering	Focus Group
CenterPoint Energy	
Ryan Homes	
Design Homes	
Oakes Tree Development	
Justin Doyle Homes	



Participant	Means of Participation
Arbor Homes	
MAKSolve Environmental	
Liberty Insulation Co	
Movement Mortgage	
Warren County Building and Zoning Department	
Turner Property Services Group	
N2 Publishing	
Phantom Sounds	
WesBanco	
Debbie Howell (Dayton HBA Director)	
Public Housing Organizations	
Family Promise of Warren County	Focus Group
Station Hill / Colony Woods	
Safe on Main	
Warren Metropolitan Housing Authority	
Warren County Community Services / Balanced Housing	
Finance, Law, Realty	
1 st National Bank	Focus Group
eXp Realty	
EXIT Best Realty	
WesBanco	
Schools	
Warren County Career Center – Aspire Program (Adult Education)	Focus Group
Warren County Career Center	
Mason City Schools	
Franklin City Schools	
Community Workshop	
Warren County Health District	Community Workshop
Little Miami Schools	



Participant	Means of Participation
Public Hearing	
Warren County Combined Health District	Public Hearing
Safe on Main	

Table 3.4: Warren County Agency/Jurisdiction Participation

Public Participation and Involvement

During the outreach activities conducted in Warren County, there was a range of community participation, with varying levels of attendance at the focus groups and workshops. While some meetings, such as the Home Builders Association Focus Group, had high attendance with approximately 18 attendees, others such as the Finance, Law, and Realty Focus Groups had low turnout, with only one person in attendance. The reasons for the low turnout are unknown, although there is a possibility scheduling conflicts may have played a role. In the future, efforts will be made to find more suitable days and times to reschedule the focus groups that had low attendance. This will hopefully allow for greater participation and engagement from the community. To accommodate individuals who were unable to attend the initial focus group meetings, some groups, such as the Finance, Law and Realty, and the Cities/Villages Focus Group, were held twice. The purpose of having two meetings was to provide participants with more flexibility in choosing a time that better suited their schedules. By offering multiple meeting times, the hope was to increase participation and ensure that a broad range of perspectives were represented.

The initial community workshop for the AFH had a low turnout, and the reasons for this are unclear to Warren County staff. Despite advertising the workshop since early March, there was not enough community engagement. To address this issue in the future, Warren County is considering setting up a booth at various events to reach out and engage with the community. This would provide an opportunity for more face-to-face interactions with residents and help to raise awareness about the AFH. Other ideas are also being considered to improve community engagement, and Warren County is committed to finding new and innovative ways to involve residents in the planning process.

The survey conducted for Warren County's outreach efforts received a relatively low participation rate, with a total of 32 participants. Despite the limited number of respondents, valuable information and insights were gathered through this survey, making it a significant contribution to understanding public opinions and perspectives. New methods may be utilized to improve outreach performance in future



initiatives, and plans to brainstorm and explore better solutions to enhance outreach efforts, ensuring a more comprehensive and representative participation from the public. This may involve considering new formats, platforms, and initiatives that can effectively reach and engage a wider range of residents. By continuously seeking innovative approaches to community outreach, Warren County aims to gather diverse perspectives, gather more robust data, and ensure that public input is evaluated in this role of shaping policies and initiatives that best serve the needs and interests of fair housing in the community.

Focus Group 1: Townships

February 28, 2023, 2:00-3:00 p.m., Warren County Commissioners Meeting Room 128

Attendees: 7

During the Township Focus Group, many of the township representatives voiced their concerns about growth and the potential impact of higher density residential developments. While some townships in Warren County are supportive of higher density developments, others prefer to maintain a rural atmosphere. Each township will consider whether to allow for higher density residential developments, taking into consideration their infrastructure systems. As many properties in Warren County are on septic systems, there are concerns that septic tanks may not be able to accommodate the increased population associated with multifamily developments. Consequently, more funding for sewer services and road maintenance will be required.

In addition, school systems in most of Warren County's school districts are struggling with capacity to accommodate their current students. Thus, higher density and more students added to the school system will further overstress school capacity. The Township Focus Group also discussed support for low-income or affordable housing. While there was discussion about the possibility of mixed-income developments, many township leaders were hesitant about the impact it may have on home and land values. Consequently, many townships are not in favor of low-income housing, but they are open to affordable housing for college-age adults and seniors. There is currently a desire for better-priced housing so that young adults can purchase homes and college-age students can find affordable dwelling units. However, residents want to ensure that their resources are maintained, and that they are not neglected. Overall, the Township Focus Group highlights the concerns of residents regarding how fair housing may impact their lives. The current infrastructure and resources are already strained, and residents are apprehensive about the potential impact on their home values and finances.

**Focus Group 2: Cities and Villages**

March 7, 2023, 2:00-3:00 p.m., Warren County Commissioners Meeting Room 128

Attendees: 3

The turnout for the cities and villages focus group was low, with only two representatives from the City of Franklin and the City of Lebanon, as well as Susanne Mason from the Warren County Grants Administration in attendance. Nevertheless, the meeting proceeded as scheduled. It was observed that neither city is supportive of higher density developments. The City of Franklin already has several apartment complexes and does not plan on building more unless they are in the downtown area of the city, where they are unlikely to be affordable. In contrast, Lebanon has a 62% single-family residential rate, with 38% multifamily residences, which makes it unnecessary to build more high-density residential areas, as the residents are not necessarily supportive of such developments. The discussion then shifted to zoning, particularly mixed-use zoning. Franklin has recently adopted a new comprehensive plan, which calls for more mixed-use areas in the downtown region of the city to add more residential and entertainment facilities. The plan entails having housing on the upper floors of mixed-use buildings and offering tax incentives for projects that support mixed-use developments. On the other hand, Lebanon has several mixed-use PUDs in the area, with some being more successful than others, and little to no community pushback.

The issue of discriminatory rules and regulations was also addressed, beginning with the definition of family. Lebanon's definition was broad, while Franklin defined family as no more than five individuals living in the residence for people not related through marriage, blood, or adoption. For those related through marriage, blood, or adoption, there is no limit to the number of individuals living there, but there cannot be more than two individuals not related through blood, marriage, or adoption residing in the same household. The Franklin representative explained that this definition is specific to prevent individuals from cramming too many people into one living space and to prevent safety hazards that may arise with many people living together. The issue of accessibility was also discussed, particularly with regards to ramps for wheelchair access. Franklin does not have any regulations on ramps, while Lebanon also has no regulations on ramps unless they have footers, in which case they would be classified as a deck. The participants were then asked if their jurisdiction incentivizes visitability and the construction of universally built homes for their developments. Both cities stated that they do not incentivize visitability and that visitability is overseen by the building department.

**Focus Group 3: Local Jurisdiction Organizations**

March 22, 2023, 2:00-3:00 p.m., Warren County Commissioners Meeting Room 128

Attendees: 3

The focus group on Local Jurisdiction Organizations was attended by two key organizations, Safe on Main and Warren County Board of Developmental Disabilities. During the meeting, both organizations were asked questions regarding their experiences in finding suitable housing for their clients. One significant issue they identified was the lack of affordability of rental properties in Warren County. While Lebanon and Franklin have relatively affordable housing options, both organizations expressed that their clients do not wish to reside in Franklin due to its higher crime rates. Safe on Main focuses on providing safety to victims of sexual abuse, domestic violence, and human trafficking, which makes Franklin an unsuitable location for them.

Apart from Franklin, there are limited options for affordable housing in the County. Both organizations have specific needs when it comes to housing, with proximity to places of work being a top priority. Since many of their clients do not have access to vehicles, they require accommodation close to their workplace to enable them to walk or have access to reliable public transportation. Furthermore, there have been issues with landlords not accepting housing vouchers, which are useful tools for affordable housing, but only if landlords are willing to accept them. Although there are affordable and low-moderate income housing units scattered throughout Warren County, they are frequently out of the clients' price range and often in poor condition. Overall, the focus group revealed that there are limited affordable housing options for these organizations, and few places are willing to accept their clients or housing vouchers.

Focus Group 4: Home Builders Association of Dayton

March 29, 2023, 11:30 a.m.-1:30 p.m., Warren County Commissioners Meeting Room 128

Attendees: 18

During the meeting, the attendees discussed several topics related to fair housing, accessibility, and affordable housing. The attendees admitted that they were not familiar with the Fair Housing Act or the Fair Housing Design Manual. When asked about building units/homes with universal design or accessibility modifications for individuals with disabilities, some examples were provided such as providing one accessible unit for every four attached units, option for elevators in certain townhomes,



and 55 and older products with slab foundations and curbless showers. However, it was also noted that universal design is speculative and is done on a case-by-case basis within each municipality.

The attendees also discussed changes that could be made to building/zoning codes to foster the inclusion of lower-income and accessible households within high opportunity areas. The discussion centered on the need for community acceptance, government incentives, and partnerships with developers. The attendees also talked about the challenges of providing higher density in Warren County, such as the cost of township services, profitability, parking, and political will.

Regarding advertising, the attendees agreed that more inclusive language and imagery could be used. Finally, the attendees discussed the possibility of investing in existing communities through infill projects. They suggested that incentives such as property/income tax relief would be necessary for such projects to be feasible.

Focus Group 5: Housing Providers

March 30, 2023, 2:00-3:00 p.m., Warren County Commissioners Meeting Room 128

Attendees: 7

The Housing Providers Focus Group consisted of those who provide housing for various groups of people. In attendance were Safe on Main, New Housing Ohio, Warren Metropolitan Housing Authority, and Warren County Community Services. These individuals were asked questions about housing discrimination, challenges, and need. Everyone in attendance had challenges that they previously faced or are currently facing. One general challenge is the quality of housing. There is some difficulty finding housing that is up to livable standards. Another challenge is discrimination based on family situation and race. The participants had examples of instances where their client was denied housing because of “too many” children (familial status), or race. In addition, there are struggles with finding housing for individuals with mental health issues. In recent years, there has been a rise in individuals with mental health issues who are seeking housing. There’s been resistance in the community to house these individuals. Many of the applicants must go outside of the County to find housing. Middletown, in Butler County, is one of the main places where those who cannot find housing in Warren County reside.

Acceptance of housing vouchers was also identified as a Fair Housing issue. In communities such as Franklin and Lebanon housing vouchers are accepted, however, housing availability and affordability (even with housing vouchers) makes obtaining housing difficult. In other Warren County communities,



vouchers are less accepted, and landlords are more likely to consider a source of income. Participants state that even with a voucher their clients still cannot afford to live in the City of Mason, The City of Springboro, or Deerfield Township. Due to this, clients sometimes are forced to go elsewhere to neighboring counties. There has been a noticeable increase in people leaving Warren County due to the cost of housing.

Another topic that was brought up is the fact that there may not be racially or ethnically concentrated areas of poverty (R/ECAP) in Warren County but there are concentrated areas of poverty within and immediately outside of the County. The City of Middletown, outside of Warren County, has several R/ECAP areas. The participants were asked why they think there are concentrated areas of poverty along the border of Warren County. The participants stated that it is due to the cost of living in Warren County. In addition, Safe on Main stated that many of their clients do not wish to come to Warren County because they feel there is discrimination.

Following the Focus Group, a stakeholder interview was conducted with Housing Opportunities Made Equal (HOME), attended by Elizabeth Risch and Latonya Springs. HOME's objectives primarily focus on enforcement, addressing discrimination complaints, conducting discrimination testing, providing education, and conducting research within the region. In 2022 and 2021, a total of 23 calls each year regarding discrimination complaints were reported. Within Warren County, a significant number of calls have been received regarding complaints from individuals with disabilities who were not granted reasonable accommodations for emotional support animals. Additionally, there have been inquiries about the proper procedure for landlords to address aides for individuals with disabilities, as these individuals cannot be treated as a tenant. Currently, there is no existing contract between HOME and Warren County pertaining to education, outreach, and training initiatives. However, HOME continues to actively identify and advocate for fair housing practices within the region.

Focus Group 6: Finance, Law, and Realty

April 18, 2023, 2:00-3:00 p.m., Warren County Commissioners Meeting Room 128

Attendees: 1

A WesBanco representative was the sole attendee at the Finance, Law, and Realty Focus Group and actively participated in the discussion, providing detailed answers to questions. We began by inquiring about the training provided to WesBanco employees to prevent discrimination and unfair treatment



toward clients. WesBanco offers a wide range of mandatory training to prevent such occurrences and educate employees on appropriate behavior in various situations.

Next, we discussed loans, loan approval requirements, and client resources. While WesBanco offers a variety of loans for homebuyers, clients must meet specific criteria to even be considered for a loan. Some of the main components of this criteria include commission-based employees who are newly employed are generally not approved due to the fluctuation in income, the income used to apply for the loan must be obtained legally and reported on tax return(s), and any income not reported on tax returns will not be counted, including cash earned. Additionally, applicants must provide their W-2 and paystubs from their current employer, along with their tax return. The representative also recommends having a good credit score to secure a better rate. If a client does not have a good credit score, they are referred to the Dayton Homeownership Center, a non-profit organization that offers credit counseling. Another resource that WesBanco provides clients is their Community Reinvestment Act grant for first-time buyers with a credit score of 680 or higher. This grant is a combination of a loan and a grant, with WesBanco matching every \$1 loaned with \$3, up to \$500,000.

In addition, it was noted that people are becoming increasingly aware of the importance of financial literacy and maintaining good credit. However, many residents still could benefit from further financial literacy, particularly young people. Therefore, WesBanco holds events and seminars designed to educate children, teenagers, and adults on saving and financial responsibility. The aim is to increase the number of people who understand basic finance.

Focus Group 7: Schools

April 20, 2023, 2:00-3:00 p.m., Warren County Commissioners Meeting Room 128

Attendees: 6

In this meeting, several topics related to education, fair housing, and community resources were discussed. The participants included representatives from various school districts in Warren County as well as mental health departments and community organizations. The first topic discussed was fair housing. The participants discussed the training that school staff receives regarding fair housing issues, and whether staff members are aware of the resources available to them.

They also discussed what constitutes a violation of the Fair Housing Act, where to submit a complaint, and how to access fair housing resources. The participants also discussed whether students receive



assistance when experiencing fair housing difficulties, whether counselors help students to access fair housing resources, whether students are aware of the various forms of housing discrimination, and whether counselors are aware of the housing challenges that students may be facing. The Mason City School District has trained counselors that provide services to students. Franklin City School District maintains relationships between families and the schools to help with any transportation issues.

The second topic discussed was the challenges that protected classes face with access to education. The participants discussed transportation, supplies, meals, access to after-school care or extracurricular activities, and other issues that may impact a student's ability to succeed in school. They also discussed whether there are sufficient community resources that provide supplies, meals, and other support for students. The Mason representative stated that they coordinate with their mental health department to contact homes regarding attendance issues with their students, but they are unaware of any other programs that can help ease any burdens that their students may be having at home. For example, they have seen students turn 18 and become homeless for one reason or another. Another problem that they have is finding ESL (English as a Second Language) teachers to aid the 40% of their students that are ESL.

Mason City Schools and Franklin City Schools both addressed existing Ohio legislation that limits the available transportation options for picking up and dropping off students. The current legislation mandates schools to use a bus or van capable of accommodating up to 9 passengers for student transportation. However, Mason City Schools is actively striving to revise this legislation to permit the transportation of students by car. This proposed change is driven by the district's recognition that using cars would be a more financially efficient approach for transporting students residing outside the school district.

As for providing meals, Warren County Community Services provides funding to help supply students with meals to take home. The next topic discussed was the coordination between local organizations or agencies to enhance student success and access to quality education. The participants discussed the various organizations and resources available to students, such as social work, churches, food pantries, and school-based health centers. Some organizations help schools and families by providing resources such as churches, food pantries, and even free medical care once a week (in the City of Franklin). In addition, school health centers bring health screenings to schools, which has influenced Mason Schools' interest in building a school-based health center. However, each school district highlighted that the resources available for students have remained relatively unchanged over the past three decades.



Overall, the meeting was focused on identifying and addressing the challenges that students face in accessing quality education, as well as the resources available to them. The participants discussed a variety of topics related to fair housing, community resources, and the impact of socio-economic status on the quality of education. The meeting highlighted the importance of collaboration between schools, community organizations, and local government to ensure that all students have access to the resources and support they need to succeed in school.

Public Meeting 1: Community Workshop

April 26, 2023, 6:00-8:00 p.m., Warren County Commissioners Meeting Room 128

Attendees: 3

The first community workshop unfortunately did not have high attendance. There were three people in attendance, but there was still a good discussion. The participants were shown maps of R/ECAP data. One map depicted the R/ECAP areas in the region according to HUD's definition of R/ECAP and the other showed the R/ECAP based on a modified version of HUD's definition that is tailored to fit Warren County's demographics. In the HUD map, there were no R/ECAP areas within Warren County, and all R/ECAPs are located outside of County limits within Butler County. With the modified definition, there are two R/ECAPs within the City of Lebanon and Turtlecreek Township. We asked the participants why they think this is. One participant, who is from a clinic, stated that this may be because the Uzbekistan population in that area is growing. This is mainly due to the mosque that is being built in the Maineville area. With this growth in Uzbekistanis, many companies and organizations are realizing that they don't have the resources in place to effectively work with this growing population. There is a language barrier and having children translating has been proving difficult. Currently, the clinic has a Spanish translator, but there is still a need for translators for other languages not just for this clinic, but for schools and other organizations as well. In Warren County, there are other racially and ethnically concentrated areas, but they are not areas of poverty, Mason is an example. There are many Asians in Mason, but the area is wealthy. One of the participants noted that this concentration is likely since when families are moving to a new area, they are looking for a place that already has an established community as well as a good school system. Mason checks both of those boxes. In addition, since there already is a higher concentration of Asian population in the area, more Asians will be attracted to Mason because their community has a prominent presence in the city. On another hand, there are also areas of concentrated



poverty, but they are not racially or ethnically concentrated. The City of Franklin is a prime example of this.

The next topic of discussion pertained to the Warren County School Districts. There are several school districts in the County, so we asked the participants if they thought that any school district needed improvements or additional resources to perform better. Susanne Mason, from the Warren County Grants Administration, stated that she believes the schools are equal and all of them are excelling. Although it was noted that some schools have better opportunities because they have more access to after school programs and healthcare. They proposed more funding for these types of items to benefit the students, and the parents as well.

One last thing that was discussed is the transportation system. The participants talked about how the transportation system in Warren County is not as active as it could be, so if you don't have a car, living in Warren County is difficult. Especially because a large portion of it is rural. With the improvement of the transportation system, many people would have access to other jobs, opportunities, and resources. This can be very useful for the aging population who may have limited mobility and may not drive anymore.

Focus Group 8: Cities/Villages

May 16th, 2023, 2:00-3:00 p.m., Warren County Regional Planning Commission Conference Room 158

Attendees: 3

The participation rate for the second focus group, which was dedicated to Cities/Villages, was relatively low. Only two representatives from the City of Mason and the Village of Waynesville attended the session, along with Susanne Mason from the Warren County Grants Administration. During the discussion, the City of Mason expressed that residents have been engaging in conversations about higher density developments. However, specific areas within the City have not been designated for such housing. The Village of Waynesville has identified certain properties that may accommodate future growth, but the Village still ensures it maintains its small community atmosphere.

The City of Mason also emphasized its focus on single-family residences within its jurisdiction. However, the affordability of housing has become a challenge for many residents in Warren County and the wider region. While the City has implemented tools to support affordable housing, some residents within the community have opposed higher density developments. The City has also recognized a growing demand for senior living options and facilities to enable aging in place.



The discussion then shifted to the zoning codes of each jurisdiction. Neither the City of Mason nor the Village of Waynesville currently has ADA-compliant standards, visitability standards, or universal design standards incorporated into their zoning or building codes. However, both jurisdictions expressed support for these standards and allow homeowners to modify their properties as necessary to meet their specific needs. The City of Mason is currently undergoing a revitalization program known as the Mason Mile, facilitated by the Mason Deerfield Chamber of Commerce (MADECDC). It is important to note that the City does not have public transportation, although the 71X bus service is available for transportation between Kings Island and Cincinnati. An additional private transit service, Empowered Community Services, offers transportation for individuals with disabilities and mental illness.

Focus Group 9: Finance, Law, and Realty

May 24th, 2023, 2:00-3:00 p.m., Warren County Commissioners Meeting Room 128

Attendees: 3

The participation rate for the second focus group, which focused on Finance/Realty, was relatively low, with representatives from EXIT Best Realty, eXp Realty, and First National Bank in attendance. During the discussion, all representatives agreed that the current housing market in Warren County is unaffordable, leaving limited opportunities for young residents to purchase affordable starter homes. They observed that in the previous week (May 15th - May 19th), there were only 32 homes listed for under \$300,000 in Warren County. The representatives also noticed an increase in the availability of ADA-accessible housing from developers and didn't encounter any issues in finding suitable housing for individuals with mobility constraints.

One realtor shared an incident of racial discrimination involving a potential homebuyer in Warren County. However, they emphasized that it was an isolated occurrence in their 20 years of experience. While not explicitly addressed in the homebuying process, all representatives acknowledged a trend of individuals from protected classes tending to move closer to others within the same protected class. The realtors mentioned that they avoid influencing potential homebuyers' decisions and instead direct them to resources for conducting their own research, especially regarding school districts and neighborhoods. To prevent potential bias between homebuyers and sellers, both realtors identified a common practice to avoid direct contact between a homebuyer and seller until after the sale is complete.



Regarding the finance industry, there was no evidence of discrimination in fair lending or noticeable trends based on demographics among loan recipients. Several financing agencies offer financial and credit counseling, but all representatives felt that there is still a lack of financial literacy among homebuyers and lenders and emphasized the need for this topic to be more prominent in high-school curriculums. First National Bank, as a financial institution, conducts Community Reinvestment Act assessments to evaluate its performance and ensure equal access to all branches. All representatives mentioned that they undergo annual fair housing training as a requirement to maintain their licenses and comply with state law.

Public Hearing: Community Workshop

July 25th, 2023, 6:00 PM – 8:00 PM, Warren County Commissioners Meeting Room 128

Attendees: 5

During the Public Hearing, representatives from the Warren County Combined Health District, Warren County Office of Grants Administration, and Safe on Main were present. The main focus of the discussion revolved around reviewing the 2023 Assessment of Fair Housing draft plan and the proposed goals. All departments expressed their support for the identified goals, emphasizing their desire to see these goals incorporated into the plan. They also provided valuable input by suggesting minor updates to the metrics and responsible departments for various objectives.

The Health District raised a significant issue related to housing costs, particularly concerning the implementation of septic systems. New lots, especially those with clay soil, can encounter challenges that result in additional expenses ranging from \$20,000 to \$40,000 for construction. Additionally, the Health Department's requirement for a reserve system in case the main system fails adds further costs and land size requirements for lots with on-site wastewater treatment. For older lots with existing septic systems, the potential failure poses a problem as there may not be sufficient space for a new system, which raises health concerns for the lot owner and the dwelling. Safe on Main shared concerns about landlords refusing to rent to survivors in many cases. They noted an increase in minimum income requirements, seemingly designed to exclude specific individuals from renting. They highlighted the need for landlords to undergo more training and education on the rights of survivors. Safe on Main expressed gratitude for the inclusion of an additional goal and proposed a partnership with HOME to provide education and enforcement in this area. They also offered their willingness to attend trainings and provide feedback before the classes. Furthermore, Safe on Main expressed concern about childcare



vouchers not compensating individuals who can provide affordable childcare services but lack certification. While training is available for those willing to become certified, it is not financially supported, creating inconvenience for the client.

Both the Health Department and Safe on Main appreciated the outlined goals and the draft plan. They also expressed their interest in being involved as responsible program participants to expand the outreach of fair housing goals as much as possible.

Survey:

Open February 2023 – August 2023, 32 Total Responses

In addition to conducting focus groups, a community workshop, and a public hearing, the Assessment of Fair Housing initiative included a community survey that was made accessible on the Assessment of Fair Housing website. This survey provided an opportunity for residents to participate and share information, particularly those who may not have had the chance to do so through other means.

The survey garnered a total of 32 responses from residents who completed it. It covered various topics related to fair housing, including residents' familiarity with fair housing laws, demographics, educational attainment, household sizes, work statuses, and other aspects relevant to fair housing. The survey questions were organized into distinct sections, addressing specific aspects related to homeownership, renters, housing discrimination, and the overall quality of life within the community. This approach allowed residents to provide feedback and insights on each relevant topic, ensuring a comprehensive understanding of their experiences and perspectives regarding fair housing and related issues.

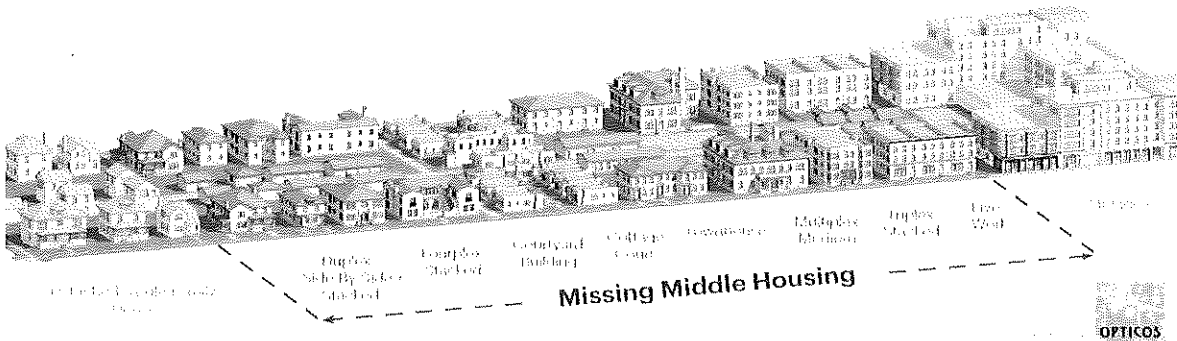
By collecting this data through the community survey, this initiative gained valuable insights and perspectives from the community, contributing to a more comprehensive understanding of fair housing needs and challenges in the area. More information is available at the end of this assessment (**see Section VII. Appendix A. Community Survey Results**).

IV. Assessment of Past Goals, Actions, and Strategies

Warren County has been identifying and addressing various issues and impediments across the County over the past decade. Warren County staff have worked in collaboration with external organizations to develop potential solutions and plans for improving these situations. While some issues have not seen much progress, significant strides have been made in many other areas. The following sections outline the impediments, goals, and achievements identified in the 2018 Analysis of Impediments, along with any additional progress made since then.

Wider Variety of Housing Types in Zoning Codes

Warren County recognizes the importance of offering various types of housing to cater to the needs of all residents, including those with lower incomes. However, some of the County's jurisdictions have placed limitations on certain housing units, such as patio homes, zero-lot-line housing, and accessory dwelling units. While Warren County has an established zoning code that allows for these housing types, some urban jurisdictions still prohibit their use.



To overcome this issue and promote a wider range of housing types, Warren County, alongside Deerfield Township and Hamilton Township, has decreased the requirements for large lot sizes and minimum house sizes. Salem Township has amended its zoning code to allow for accessory dwelling units (ADUs) to provide more affordable housing opportunities for families. The Dayton Home Builders Association has identified a need for higher density developments throughout the County. More recent developments in the County have proposed developments with a density of up to ten dwelling units per acre, and are inclusive of universally designed, visitable homes. The recent, ongoing development of Union Village continues to promote smaller lot sizes and mixed-use developments.



**Greater Degree of Neighborhood Planning; Revitalization and Investment**

Warren County has acknowledged the presence of low-income individuals who often struggle to find safe, well-maintained, and affordable housing options. This problem has a significant impact on neighborhoods across the County. The City of Franklin has identified a greater degree in neighborhood planning, indicating an increase in neighborhood revitalization in the City of Franklin's two most recent Comprehensive Plans. The Downtown Plan was adopted in 2023, and the Reinvent Franklin 2040 Plan is still in the adoption process.

Since the 2018 Analysis of Impediments, the County has achieved the following:

- a) The Warren County Regional Planning Commission (WCRPC) completed comprehensive plans for the villages of Morrow and Maineville, the cities of South Lebanon and Franklin, and the townships of Salem, Wayne, and Massie, all of which have a concentration of low to moderate income individuals. WCRPC plans to develop a comprehensive plan for Franklin Township in 2024, which additionally has a higher concentration of low to moderate income individuals.
- b) The City of Lebanon's comprehensive plan addresses revitalizing a neighborhood in the downtown area by updating a popular park. This park is located in a lower income area with a higher concentration of minority groups. The City of Lebanon has received grant funding for upgrades in Harmon Park, Bowman Trail, and Lebanon Bike Park Trail improvements.
- c) The Village of Morrow was awarded CDBG funds to revitalize its downtown area by upgrading Phegley Park and upgrading a community center in a low-income downtown area. The project went out to bid in 2022, and development has begun on this project.
- d) The Gary Sinise Foundation's R.I.S.E program aims to construct specially adapted homes for veterans and their families and has recently shared its decision to help a local veteran in Warren County. This year's home will be a 3,000 square foot ranch on a slab in Lebanon and have partnered with Brandon Homes and HBA Dayton to encourage continuous efforts for all veterans within the region.
- e) Several projects have been completed utilizing Community Development Block Grant funds from 2018 to 2023:
 - Loveland Park - Street Repaving Project
 - South Lebanon - Street Project
 - Butlerville - Fire Hydrant Project



- Hunter-Red Lion Area Plan
- The Downtown Lebanon Plan
- Deerfield Township - Multi-Unit Housing Analysis
- The Gateway Plan-West
- Franklin Township - Resurface the Grandview Neighborhood
- Harveysburg - Community Center Roof Repair
- Lebanon - Reconstruct Summit Street and Highland Avenue with new street, storm water, water, and sewer mains
- Union Township and South Lebanon - Reconstruct Lebanon Road and install sidewalks for pedestrian traffic
- Morrow - Build a playground to revitalize low-income areas
- Deerfield Township - Repair deteriorated roadway within Loveland Park residential area
- Union Township - Resurface streets in Highland Park Subdivision
- Franklin Township - Resurface roads in the NE Pennyroyal area
- Village of Butlerville - Repave streets in the downtown area



Better Housing and Transportation Linkage

Warren County faces significant challenges related to affordable housing and transportation access, particularly for low-to-moderate income households and



Warren County
TRANSIT SERVICE

households with individuals with disabilities, and single head of households. Many of the County's major employment centers lack affordable housing options and do not offer fixed route public transportation services, resulting in economic segregation and a concentration of low-to-moderate income households in specific areas. Efforts have been made to address these issues, such as the establishment of the Transit Advisory Committee (TAC) in 2015, which evaluated the overall County transit system, transportation issues for low-income, individuals with disabilities, elderly, and mentally handicapped residents and formulated a plan to improve access. TAC meetings are open to the community, and public involvement is strongly encouraged.

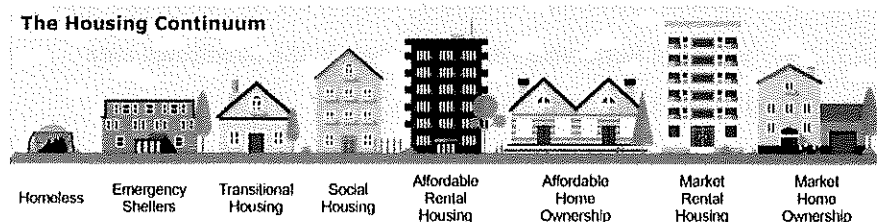
Warren County Transit Services currently provide public transportation opportunities through Warren County Transit, and partner with organizations that provide their own transportation opportunities,

including the Warren County Board of Developmental Disabilities, Warren County Veterans Services, Franklin Township Senior Services, and Warren County Community Services. While progress has been made, there is still much work to be done to address the complex challenges related to affordable housing and transportation access in Warren County. Efforts to increase access to affordable housing and transportation services may continue to create a more equitable and inclusive community for all residents. Furthermore, throughout 2021, the County implemented a project funded by the Ohio Department of Transportation, which offered complimentary transportation through its public transit service for medical appointments. Each month, the project focused on a specific category of medical appointments. The most frequently availed service was for patients requiring dialysis treatments.

Creative Delivery of Affordable Housing

The issue of affordable housing for low-to-moderate income families is a pressing concern in Warren County, particularly in areas that are close to major employment centers where housing prices are often beyond the means of many families.

Since 2018, two new developments, namely Sanctuary at Springboro, located in Springboro, and



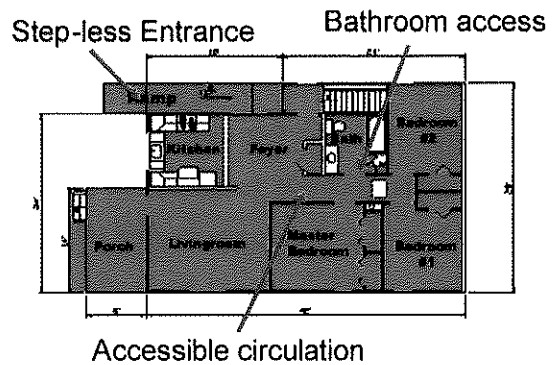
Hopkins Commons in Maineville, have been developed utilizing Low-Income Housing Tax Credits (LIHTC).

Additionally, the Dayton Home Builder's Association has shown interest in proposing amendments to zoning codes, which would enable shorter front-yard setbacks, more compact lot sizes, and increased flexibility in single-family home zoned districts. Additionally, districts that encourage mixed-use developments, such as Union Village and Aberlin Springs, emphasize the importance of diverse and innovative housing options for their residents.

Improving Accessibility of Housing for Aging, Individuals with Disabilities, and Visitability Coordination

Warren County has identified two impediments to fair housing, specifically the lack of accessible housing for aging persons and those with disabilities, as well as the lack of visitability standards. To address these issues, Warren County has taken several steps to provide adequate housing for individuals with disabilities.

There are currently ten senior housing communities in Warren County, offered through Warren County Community Services Senior Housing program, that cater to elderly residents, with a short waiting list where vouchers and subsidies are accepted. However, younger individuals with mental or physical disabilities face limited housing options. To combat this, Warren County has collaborated with



and continues to maintain a partnership with Warren County Board of Developmental Disabilities to establish relationships with private care facilities that provide long-term housing for persons with disabilities of all ages. These homes are designed to house one or two individuals and provide more individualized care than an institution could provide.

Furthermore, the Warren County Board of Developmental Disabilities (BODD) partners with the Community Housing Assistance Program (CHAP), a non-profit organization that finances and supervises housing for adult persons with disabilities. This organization purchases houses, conducts any necessary renovations and repairs, and rents them to individuals with disabilities who are at the level of reasonable self-sufficiency. Currently, CHAP owns 87 homes and manages one home owned by the Warren County Board of Development Disabilities. To address the 177 individuals with disabilities that CHAP serves, the BODD offers rent subsidies, and partners with Warren Metropolitan Housing Authority (WMHA) over Section 8 housing choice vouchers.

Greater Awareness of Fair Housing Rights for Realtors and Residents

The 2018 Analysis of Impediments highlighted that a lack of information on fair housing was a significant barrier to achieving housing equality. To address this issue, Warren County has made a conscious effort to educate individuals on their rights and responsibilities regarding housing issues, as well as provide information on accessible rental properties. The County has implemented various initiatives to promote fair housing, including distributing literature to the public through the Office of Fair Housing website and offering fair housing training to officials of public bodies and non-profit groups.

Warren County is engaged in promoting housing equality by implementing educational initiatives and disseminating information on fair housing practices. The County recognizes the importance of providing safe, affordable, and accessible housing options for all residents. To achieve this, Warren County has set



a goal to collaborate with HOME in delivering Fair Housing training to various stakeholders, including residents, tenants, landlords, realtors, and government officials. The Ohio Attorney General's Office of Civil Rights also offers free fair housing training, and Warren County is considering the possibility of hosting public trainings to encourage participation from interested individuals. The Ohio Housing Locator continues to be promoted on the Warren County Fair Housing website, as a reliable tool for tenants and residents seeking units that are affordable, accessible, serve seniors, and are lead safe.

The Definition of Family

The definition of "family" used by a jurisdiction can have a significant impact on the types of households allowed to reside within its boundaries. While not currently a major concern in Warren County, proactive measures have been taken by the staff to address this issue in all townships and municipalities, aiming to prevent any potential escalation in the future.



To achieve this goal, Warren County has adopted the definition of "family" from Deerfield Township as a model, and they have encouraged other townships to adopt this same standard. In addition, Warren County's Regional Planning Commission and Zoning Department have collaborated to revise the definition of "family" at the County level, ensuring consistency and fairness across all areas falling under the jurisdiction of the County.

"Family - A person or group of persons occupying a single dwelling unit and living as a single housekeeping unit, as distinguished from a group occupying a hotel or motel as herein defined. A family shall not include any society, club, fraternity, sorority, association, lodge, federation, coterie, or a like organization; any group of individuals who association is temporary or seasonal in nature; and any group of individuals who are in a group living arrangement as a result of criminal offenses" (Warren County Rural Zoning Code).

Existing and Future Park Developments

The cities of Mason, Springboro, and Franklin have all made efforts to provide ADA-compliant playgrounds within their jurisdictions. The City of Springboro made significant progress in 2019 by establishing Kacie Jane Park. The introduction of Kacie Jane Park in Springboro has significantly improved the inclusivity and accessibility of recreational facilities in the area. This park stands out for its ADA accessible playground, which offers a range of amenities to cater to different needs and

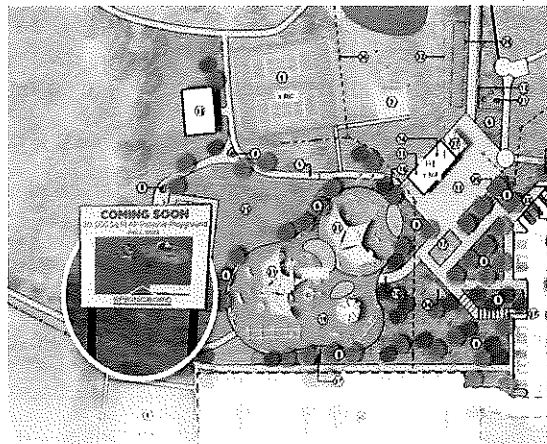
preferences. Notably, the park includes a 3,000 square foot splash pad, and two separate playgrounds designed specifically for different age groups.

The City of Springboro is also planning a significant upgrade to North Park, with a \$4 million expansion in improvements and new equipment. This will include replacing 25-year-old playground equipment with 30,000 square feet of all-access playgrounds and pickleball courts. There are two planned age-appropriate playgrounds, intended to match the design standards and development of Kacie Jane Park. The future development of this park is scheduled to be completed by Fall 2023.

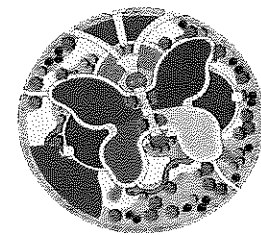
The City of Mason has made significant strides in the establishment and ongoing development of Makino Park, which is planned to include the Common Ground Playground, an FCC field, and adaptive ball fields. Notably, the Common Ground Playground stands out as it has been designed to be fully ADA compliant, and to foster new avenues for social engagement and sensory exploration for children, veterans, and seniors. The development of the Common Ground Playground at Makino Park was the result of collaboration with local parents of children with disabilities, a leading manufacturer specializing in inclusive playgrounds, as well as therapists and other professionals experienced in working with individuals with special needs.



Kacie Jane Park, City of Springboro

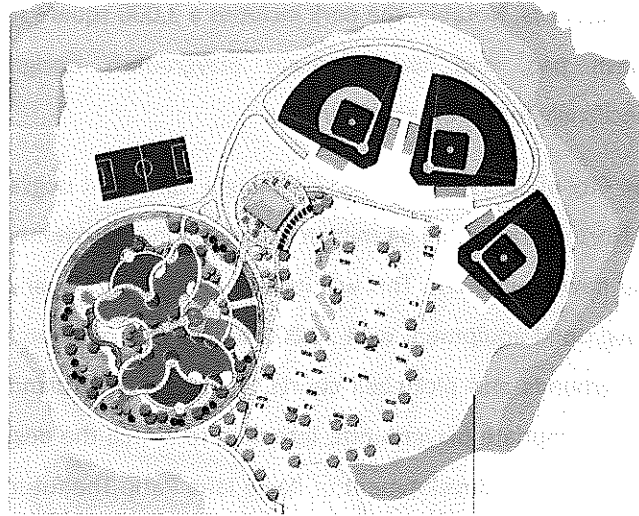


North Park, City of Springboro





Through a sponsorship with FC Cincinnati Foundation, Makino Park features the FCC Field - a mini-pitch soccer field designed to enhance accessibility for individuals with mobility constraints. This field additionally incorporates larger doors and special surfaces, making it easier to access and utilize for all residents. To prioritize safety, the mini-pitch field is also equipped with walls and netting that provide additional protection.



Makino Park, City of Mason

The City of Mason is undertaking a plan to enhance Makino Park by introducing adaptive ball fields. These specialized ball fields are designed to provide a safe and inclusive environment where children of all abilities can actively participate in baseball. This initiative reflects the city's dedication to promoting inclusivity and ensuring that all children have equal opportunities to engage in sports and recreational activities. This initiative not only benefits children with disabilities but also promotes community engagement and strengthens the overall sense of inclusivity within the City of Mason. It serves as a positive example of how cities can create opportunities for all individuals to participate in recreational activities, fostering a more inclusive and vibrant community for everyone to enjoy.

The City of Franklin recently opened an entirely new playground at Lion's Club Municipal Park in July 2023, which incorporates ADA-accessible and safety features, ensuring that children of all physical abilities can fully enjoy the play area. This playground was funded by various sponsors and community partners, including the Middletown Community Foundation.



Accomplishments and Short Comings:

Warren County has been effective in preventing systemic barriers to fair housing and is actively working towards addressing any potential impediments. Despite this progress, the County acknowledges that obstacles to fair housing still exist and recognizes the importance of having an Action Plan to further promote fair housing choice.

The 2018 Analysis of Impediments identified ten implements with varying lead agencies and timelines. While some goals toward fair housing have been achieved, several goals have remained unaccomplished since 2018. Below is a list of these implementation items and their status:

Short Term

1. Improve Financial Education: During stakeholder interviews, it was observed that numerous financial institutions already provide credit counseling services and a range of financial resources for residents. These institutions recognize the importance of supporting individuals in managing their finances effectively and offer guidance to help them make informed decisions. Residents can avail themselves of these resources to enhance their financial literacy and take steps toward achieving their financial goals.

2. Promote Ohio Housing Locator: Warren County actively promotes the use of the Ohio Housing Locator (ohiohousinglocator.org) through its Fair Housing Office

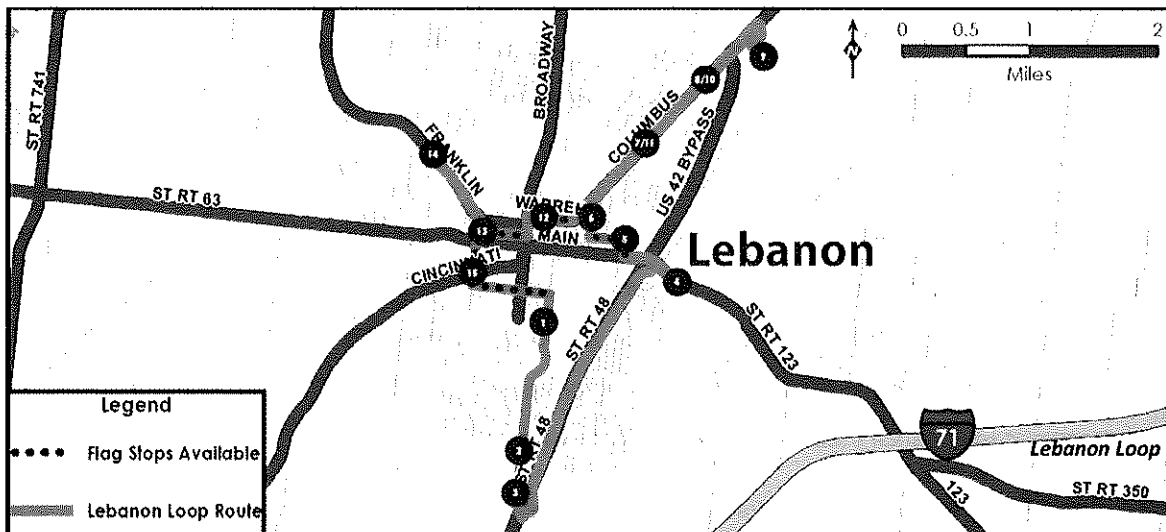


website. By featuring this resource, the County aims to assist individuals in their search for housing options within the region. The Ohio Housing Locator serves as a valuable tool to help residents navigate the housing market and find suitable accommodations based on their specific needs and preferences.

3. Provide Fair Housing Training for Policy Makers: Warren County remains committed to promoting fair housing resources and is considering partnerships with HOME and the Civil Rights Section of the Ohio Attorney General's Office to offer comprehensive fair housing training. The target audience for these trainings includes employers, landlords, small-business owners, lawyers, and other relevant stakeholders. Due to the constraints and limitations posed by the COVID-19 pandemic, recent public access to fair housing training has been limited. However, discussions are underway to organize training sessions that cater to Warren County residents, tenants, realtors, and government officials, to enhance their understanding of fair housing principles.

4. Expand the Lebanon Loop and Continue to Improve the Employment and Housing Transportation

Linkage: Although there have been discussions about expanding the Lebanon Loop, no concrete actions have been taken. Warren County Transit is actively engaged in discussions with the Warren Board of County Commissioners to determine the most suitable service provider that can enhance driver tenure and wages. The County is exploring options to improve the working conditions and compensation for transit drivers, recognizing the importance of attracting and retaining skilled professionals in the field.



5. Provide Accessible Housing for the Aging and People with Disabilities: Through stakeholder interviews with housing providers, many identified the various, but limited, opportunities available to provide accessible housing for the aging and people with disabilities. Housing organizations in Warren County have expressed challenges in providing accessible housing for the aging population and individuals with disabilities. As a result, these organizations often tend to seek additional housing resources outside of the County. This shortage of accessible housing affects all residents, as all housing providers within the County face similar difficulties in terms of housing stock availability. Warren County continues to promote universal design and visitability in zoning codes across all jurisdictions and encourages the development of these standards within various comprehensive and area plans. Warren County still regards this goal as significant and recognizes it as a future objective within this assessment.

6. Improve Lending Policies and Practices: In 2021, the Warren County Fair Housing Office conducted a survey to ensure that bankers, lenders, and realtors provided to all people, regardless of racial and ethnic characteristics, access to different types of mortgage credit. The results showed a very high percentage had HUD logos on their



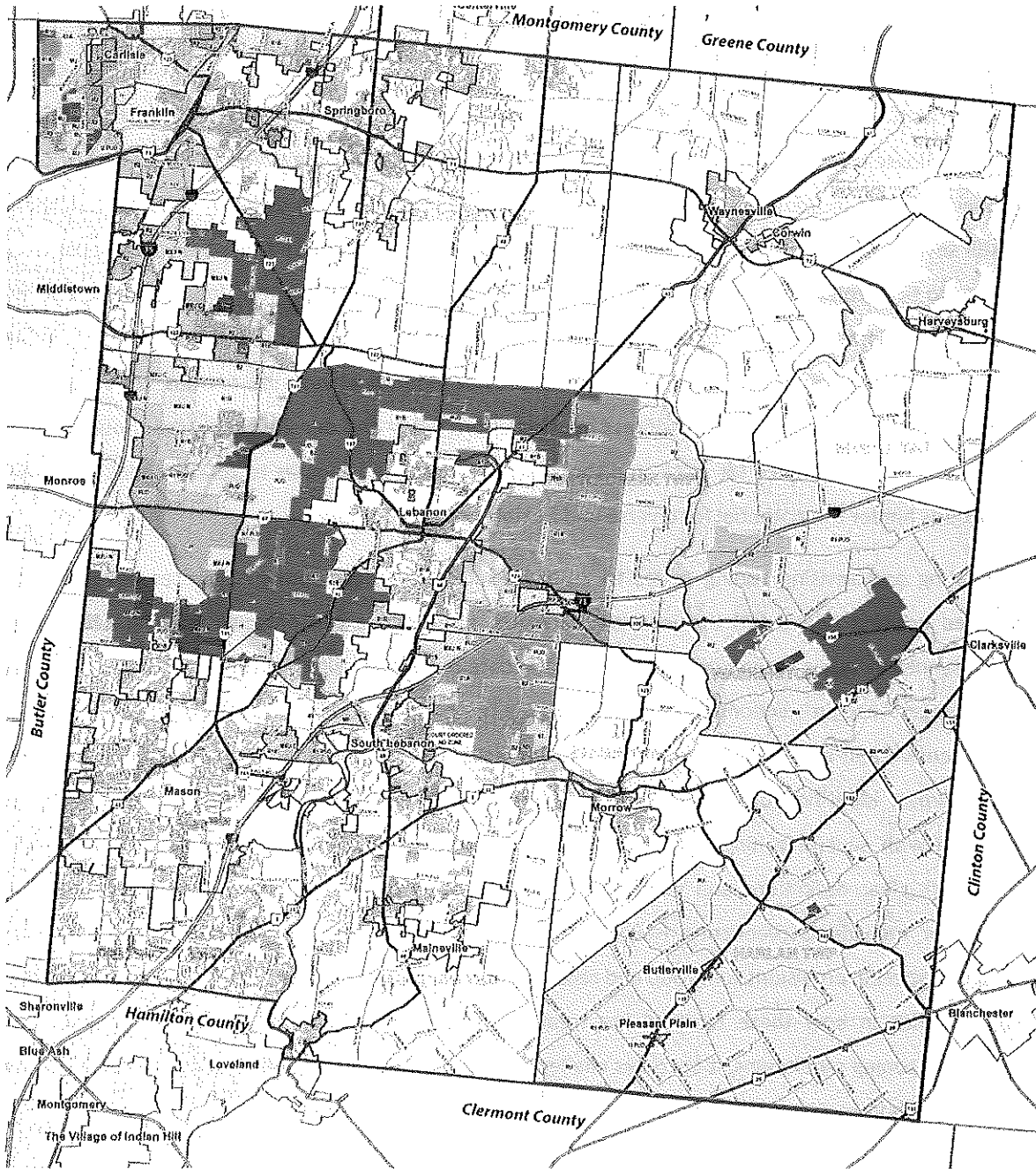


websites and all were provided services regardless of racial and ethnic characteristics. Survey details are on file in the Fair Housing Office.

7. Update Zoning Codes to Address Mixed Use; Cluster Development; The Range of Permitted Housing Types; Eliminate Impediments for Group and Recovery Homes: While the Warren County Zoning Code has been updated to address these elements, such as allowing accessory dwelling units (ADUs), there are still several jurisdictions within the County that have not yet permitted ADUs or made necessary revisions to their zoning codes to expand the range of permitted housing types. Updates to the Warren County Zoning Code, as well as the Salem Township Zoning Code, have contributed to an increase in the number of ADUs throughout the County. ADUs provide additional housing options within existing residential properties and can help address housing affordability and density challenges. However, the lack of consistent allowance for ADUs and the absence of broader updates to zoning codes in certain jurisdictions hinder the potential for diverse and flexible housing options.

By updating and revising zoning codes to embrace mixed-use developments, cluster development, permitted housing types, and the inclusion of ADUs, jurisdictions can enhance housing availability, promote more inclusive communities, and accommodate diverse housing needs. Efforts could be made to encourage these jurisdictions to review and revise their zoning codes, accordingly, fostering a more comprehensive and adaptable approach to housing development. In addition to ADUs and permitted housing types, identification and regulation of group and recovery homes are a current difficulty associated with several zoning codes. Currently, the zoning codes in many jurisdictions within the County lack clear definitions and guidelines for these types of homes, which provide support and housing for individuals recovering from addiction or other group-based living arrangements. The absence of specific provisions for group and recovery homes in zoning codes can lead to uncertainty and inconsistencies in how these facilities are treated and regulated. Without clear identification and appropriate zoning regulations, it becomes challenging for individuals and organizations to establish and operate such homes within the County.

Warren County has additionally seen the development of a recovery home in Washington Township, Cedar Oaks Wellness Center, a rehabilitation center for alcohol and drug addiction. This campus is additionally located on 120 acres, with a mix of forest and open space accessible for clients.



Legend

Zoning Districts

- | | | |
|-------------------------------|--------------------------------|------------------------------|
| (A1) Agriculture | (MXU-C) Mixed-Use Center | (R1A) Single Family (3 acre) |
| (B1) Neighborhood Commercial | (MXU-G) Mixed-Use Gateway | (R1B) Single Family (1 acre) |
| (B2) Community Commercial | (MXU-N) Mixed-Use Neighborhood | (R2) Two Family |
| (B5) Warehouse Depot Business | (PI) Public Institute | (R3) Multi Family |
| (I1) Light Industrial | (PR) Public Recreation Zone | (RU) Rural Residential |
| (I2) General Industrial | (PUD) Planned Unit Development | (SD) Solid Waster Disposal |
| (ME) Mineral Extraction | (R1) Single Family (2 acre) | (ST) Solid Waste Transition |

Overlay Districts

- I-71/SR 123 Area JEOD
- Groundwater Protection Overlay
- Interstate PUD Overlay

Long Term

1. Support the Use of the Low-Income Housing Tax Credit (LIHTC) program: Warren County has seen recent utilization of the Low-Income Housing Tax Credit program and continues to promote this ongoing goal. There are two developments within Warren County which utilized low-income housing tax credits since 2018.

- One development in 2018 within Springboro, Sanctuary at Springboro, with assisted living services, full meal programs, amenities for seniors and 118 units; and
- One development in 2019 within Maineville, Hopkins Commons, an envisioned development featuring a restaurant, banquet center, and 160 apartments for senior citizens and a senior center.

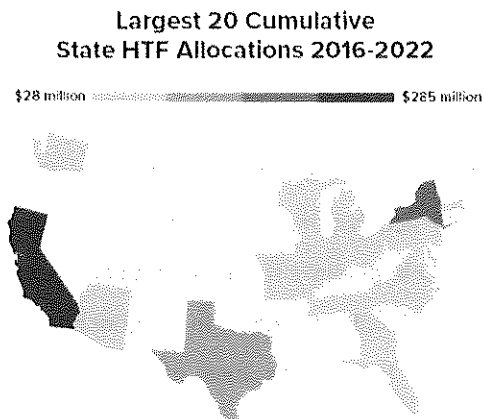
2. Establish a Housing Advisory Board and Housing

Trust Fund: Housing Advisory Board or Housing Trust

Fund has not been established. The Housing Trust Fund (HTF) could produce and preserve affordable housing for extremely low- and very low-income households. HUD allocates HTF funds by formula annually. A State must use at least 80 percent of each annual grant for rental housing, up to 10 percent for homeownership, and up to 10 percent for the grantee's reasonable administrative and planning

costs. HTF funds may be used for the production or preservation of affordable housing through acquisition, new construction, reconstruction, and/or rehabilitation of non-luxury housing with suitable amenities. All HTF-assisted units would be required to have a minimum affordability period of 30 years.

A Housing Trust Fund Implementation Task Force and a Housing Advisory Board could be established to review strategies and administer the trust fund. The Housing Advisory Board's primary focus is to develop by-laws for the operation of the Board, as well as set program guidelines and annual program goals based on the recommendations of the Task Force. This Housing Advisory Board would also recommend an annual budget for Trust Fund programs and administer and monitor expenditures from the Trust Fund.



As was identified in the 2018 Analysis of Impediments, State unclaimed funds that are "timed out" could be returned to the County to be dedicated to a local housing trust fund.

3. Establish a Land Bank: Warren County has not established a Land Bank. The establishment of a land bank within Warren County would serve as a public or community-owned entity to acquire, manage, maintain, and repurpose vacant, abandoned, empty, and foreclosed properties. Land Bank programs allow communities to repurpose abandoned properties in a manner consistent with the communities' values and needs.

Federal grants funded through HUD's Neighborhood Stabilization Program (NSP) may provide acquisition, maintenance, and operating funds for land banks for up to 10 years. Land banks can additionally be used in conjunction with HOME and CDBG programs with specific limitations. However, land banks have the authority to maintain properties in their inventory and rent to commercial and residential tenants. These rental programs are often necessary in the current economy due to the difficulty in securing financing in real estate and can be beneficial in providing stable and quality rental properties in the real estate market.



Policy Evaluation

Although some of the goals and initiatives from the 2018 Analysis of Impediments were accomplished, others were not. It is important to equally prioritize new goals and complete the initial tasks outlined in the 2018 Analysis of Impediments.

Taking additional steps and considering specific policies may be necessary in effectively addressing fair housing issues and alleviating the challenges confronted by low-income and marginalized residents in Warren County. This would include a comprehensive approach that involves collaboration between various stakeholders, such as housing providers, developers, local government, and community



organizations, to develop and implement effective strategies to improve access to affordable housing, transportation, and other essential services.

Additionally, further evaluation may be necessary to assess and monitor the progress made toward achieving these goals and adjust as necessary to ensure that fair housing and equal opportunity are prioritized in the community.

Past Goal Influence

By analyzing program participants' experiences, it is possible to evaluate the effectiveness of past goals and use that information to inform the selection of current goals. This process allows for a comprehensive assessment of the progress made in achieving the objectives outlined in the 2018 Analysis of Impediments. During this evaluation, it was observed that certain program participants were more successful than others in completing specific goals outlined in the previous analysis. This information can serve as a valuable resource for identifying areas of strength and potential improvement. Lessons learned from participants who achieved their goals can be applied to the development of new objectives, ensuring a more targeted and effective approach.

In the 2023 Assessment of Fair Housing, new goals are presented, some of which may be connected to past goals. While there may be a natural inclination to prioritize goals that build upon previous efforts, each goal is to be evaluated with equal importance.

Implementation Action	Lead Agency	Time Frame
1. Improve Financial Education	Local Banks Metropolitan Housing	Short Term
2. Promote Ohio Housing Locator	Housing and Urban Development (HUD)	Short Term
3. Provide Fair Housing Training for Policy Makers	Metropolitan Housing	Short Term
4. Update Zoning Codes	Townships / WCRPC	Ongoing
5. Extend the Lebanon Loop	Warren County Transit	Short Term

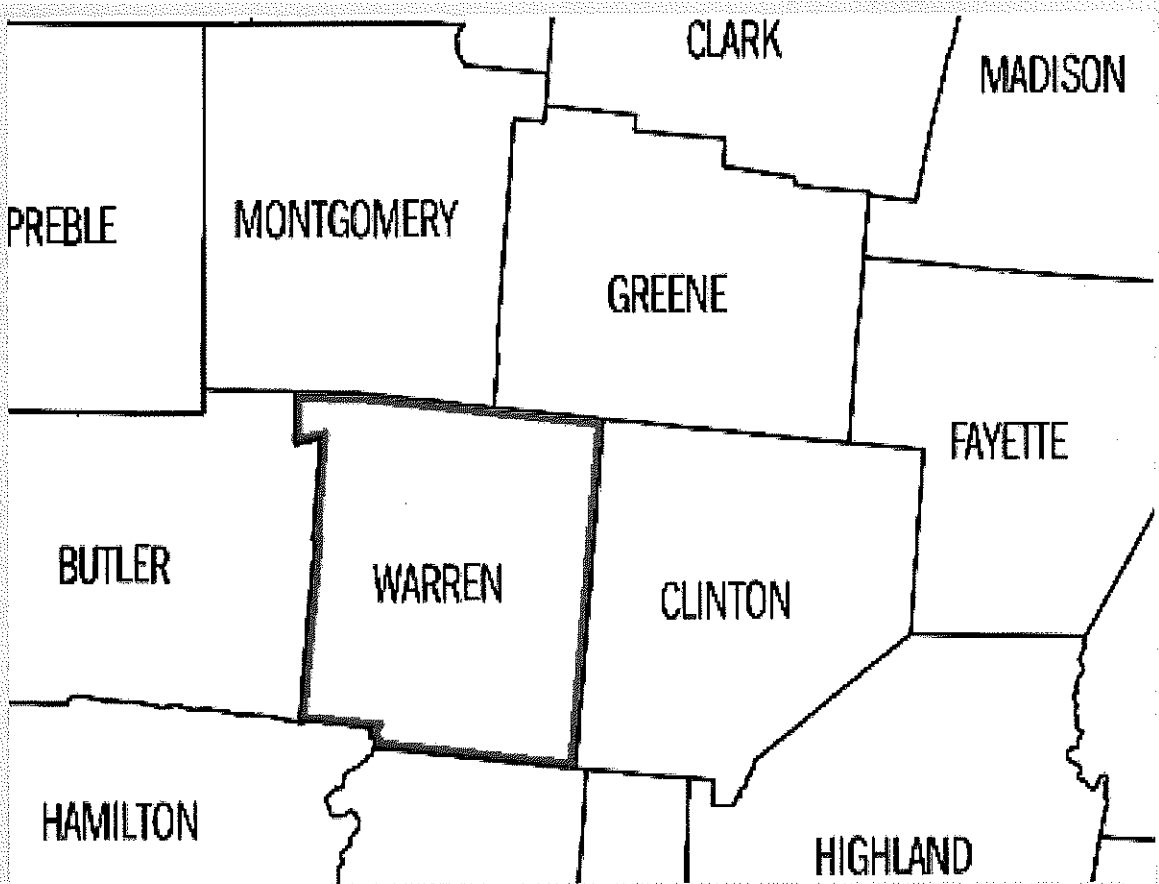


6. Provide Accessible Housing for Aging and People with Disabilities	Developers & Building and Zoning	Short Term
7. Improve Lending Policies and Practices	Local Banks	Short Term
8. Support the Use of the Low-Income Housing Tax Credit (LIHTC) Program	Local Jurisdictions	Short Term
9. Establish a Housing Advisory Board and Housing Trust Fund	Warren County Administration	Long Term
10. Establish a Land Bank Program	Warren County Administration	Long Term



Warren County Assessment of Fair Housing

Section V. Fair Housing Analysis A. Demographic Summary





In 1803, Hamilton County was subdivided into five distinct counties, namely Hamilton County, Clermont County, Butler County, Warren County, and a portion of Greene County. Since Warren County's establishment, its population has grown steadily. However, the County has retained its rural character despite this demographic shift. Currently, Warren County has a population density of approximately 606 individuals per square mile, with an estimated population of 246,553 individuals. **Table 5A.1** presented below illustrates that Warren County has experienced an upward trend in population growth over the last three decades, with the 2021 population count more than twice that of the 1990 count.

Year	Population	Gain or Loss
1990	113,909	-----
2000	161,716	+47,807
2010	213,445	+55,062
2020	238,412	+24,967
2021	246,553	+8,141

Table 5A.1: Warren County Population Over Time. Source: Census

Race Demographics

Warren County has historically had a predominantly white population, and this demographic trend continues to be prevalent today. According to the 2010 census, around 90.5% of the County's population identified as white, leaving approximately 9.5% as residents from minority communities. However, there has been a noticeable increase in the County's minority population, resulting in a demographic shift by 2020. The percentages now stand at 17.4% for minorities and 82.6% for whites. Analyzing census data from 2010 to 2020, the average percentage of white residents in Warren County was 86.55%, while minorities accounted for 13.45% of the population. Considering the recent increase of 8,141 people in 2021, we can conclude, based on the average demographic trend, that approximately 7,046 of the new population were white, while 1,095 were from minority communities. These numbers indicate a changing demographic landscape in Warren County with an increasing diversity within the population.

Population	1990		2000	
	Population	% of Population	Population	% of Population
Total	113,909	-----	161,716	-----
White	110,526	97.03%	152,199	94.1%



Black	2,415	2.12%	4,354	2.7%
Native American & Native Alaskan	231	0.203%	270	0.2%
Asian	618	0.543%	2,112	1.3%
Native Hawaiian & PI	17	0.015%	1,667	1%
Other	110	0.097%	1,114	1,114
Mixed Race	None		161,716	-----

Table 5A.2: 1990 and 2000 Demographic breakdown for Warren County. Source: Census.

Population	2010		2020	
	Population	% of Population	Population	% of Population
Total	212,693	-----	242,337	-----
White	192,431	90.5%	200,073	82.6%
Black	6,940	3.3%	8,288	3.4%
Native American & Native Alaskan	341	0.16%	407	0.17%
Asian	8,284	3.9%	17,331	7.2%
Native Hawaiian & PI	99	0.047%	158	0.065%
Other	1,414	0.66%	2,610	1.1%
Mixed Race	3,184	1.5%	13,470	5.6%

Table 5A.4: 2010 and 2020 Demographic breakdown for Warren County. Source: Census

Native and Foreign-Born Population

Although the foreign-born population in Warren County remains a small portion of the total population, the numbers have been steadily increasing over the past decade. In 2010, the County had around 9,893 residents who were born outside of the United States, and this figure has been rising ever since. As of the 2021 American Community Survey, the foreign-born population has reached 20,159, which is more than double the amount reported in 2010. This trend suggests that the County may continue to see an increase in diversity and cultural exchange, which can bring both benefits and challenges to the community.

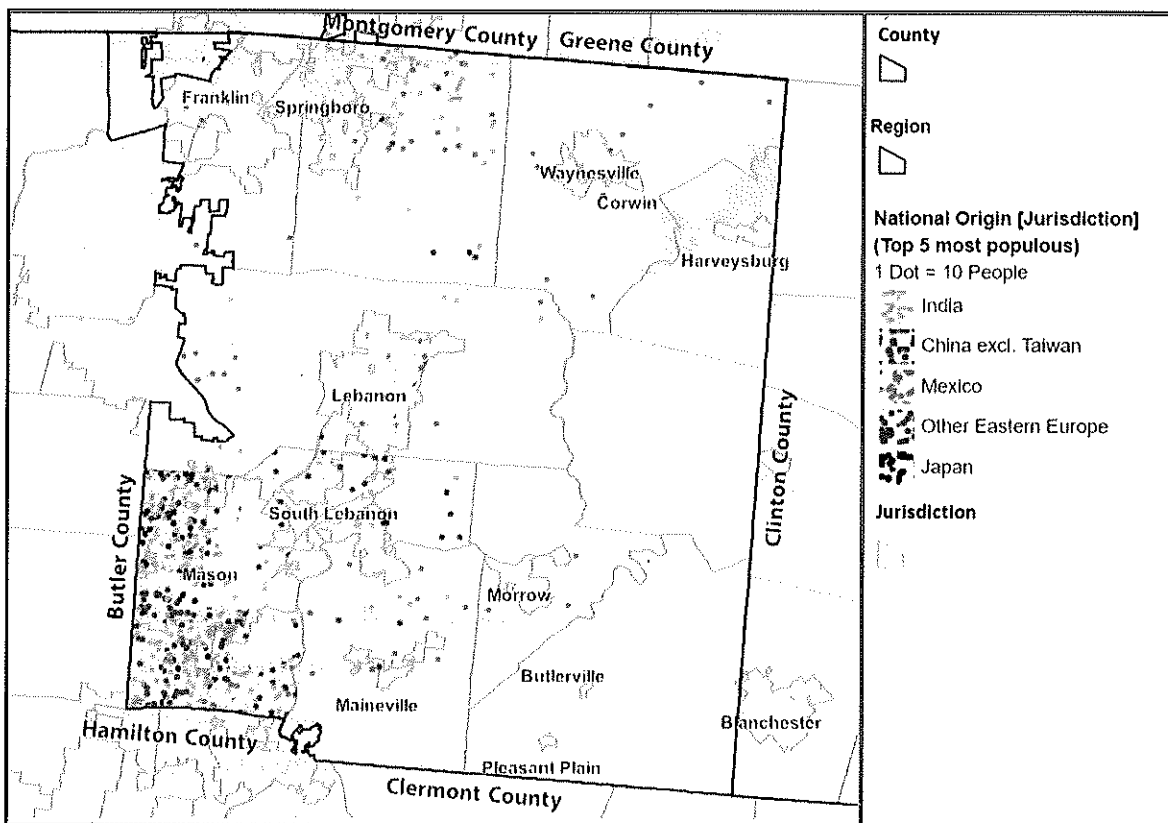
Limited English Proficiency

In Warren County, a majority of residents speak English as their primary language. As of 2021, an estimated 212,774 individuals aged five years and above reported speaking only English, while approximately 21,184 residents spoke a language other than English. Of those aged five years and



above, 97.5% are reported to speak English "very well," indicating a high level of proficiency, while the remaining 2.5% speak English less than "very well."

These figures have seen an increase over the years, driven by both the overall population growth in the County and the increase in minority populations. With the demographic shifts occurring in Warren County, there has also been an increase in the number of residents who speak English partially or not at all. This suggests a need for ESL support and access to resources for individuals with limited English proficiency in the community.



Map 5A.1: National Origin of Foreign-Born residents in Warren County. Source: HUD

Age and Sex

Over the past 20 years statistics for each age group have stayed relatively the same with the largest age group being children between the ages of 10-14 years old. The smallest population of people are 80-84 years old and 85 years and over. A large portion of residents are between the ages of 35-59 years old making the median age between 37-39 from 2010-2021.

AGE OVERVIEW

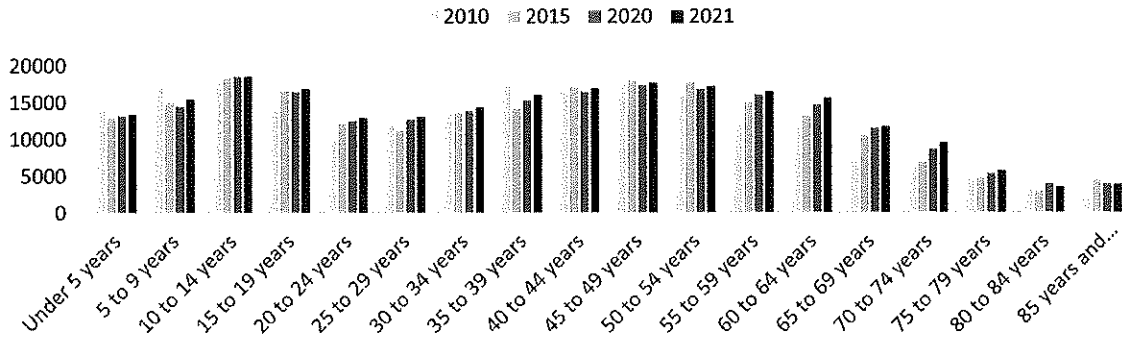


Figure 5A.1: Warren County Age Overview. Source: Census

Over the years, the population distribution in Warren County, as categorized by age groups, has shown no significant increases or decreases. As indicated in **Figure 5A.2**, the largest group of residents falls within the workforce age range, which includes individuals between 26 and 64 years old. The number of people in this category has steadily increased from 2010 to 2021, likely influenced by the overall population growth in Warren County.

AGE

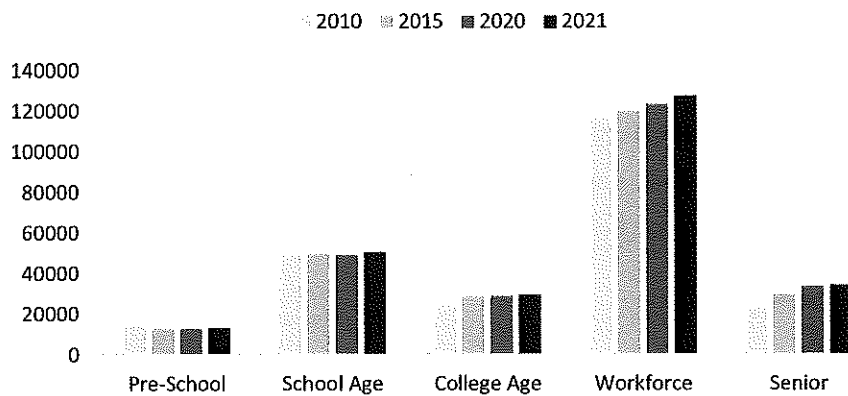


Figure 5A.2: Warren County Age Breakdown. Source: Census

AGE BY GENERATION

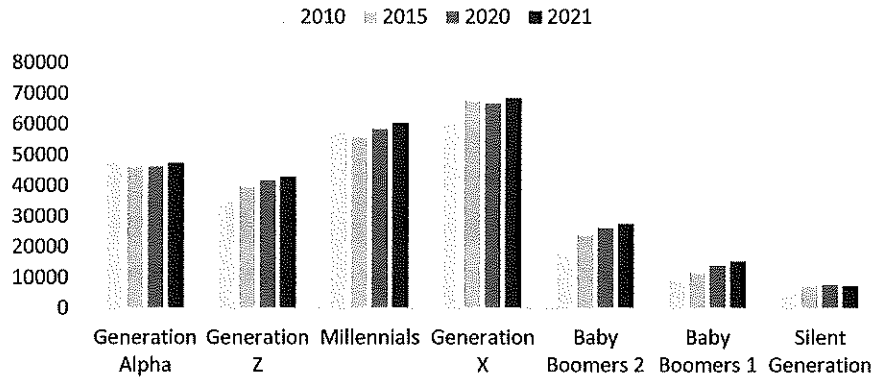


Figure 5A.3: Warren County Age Breakdown by Generation. Source: Census

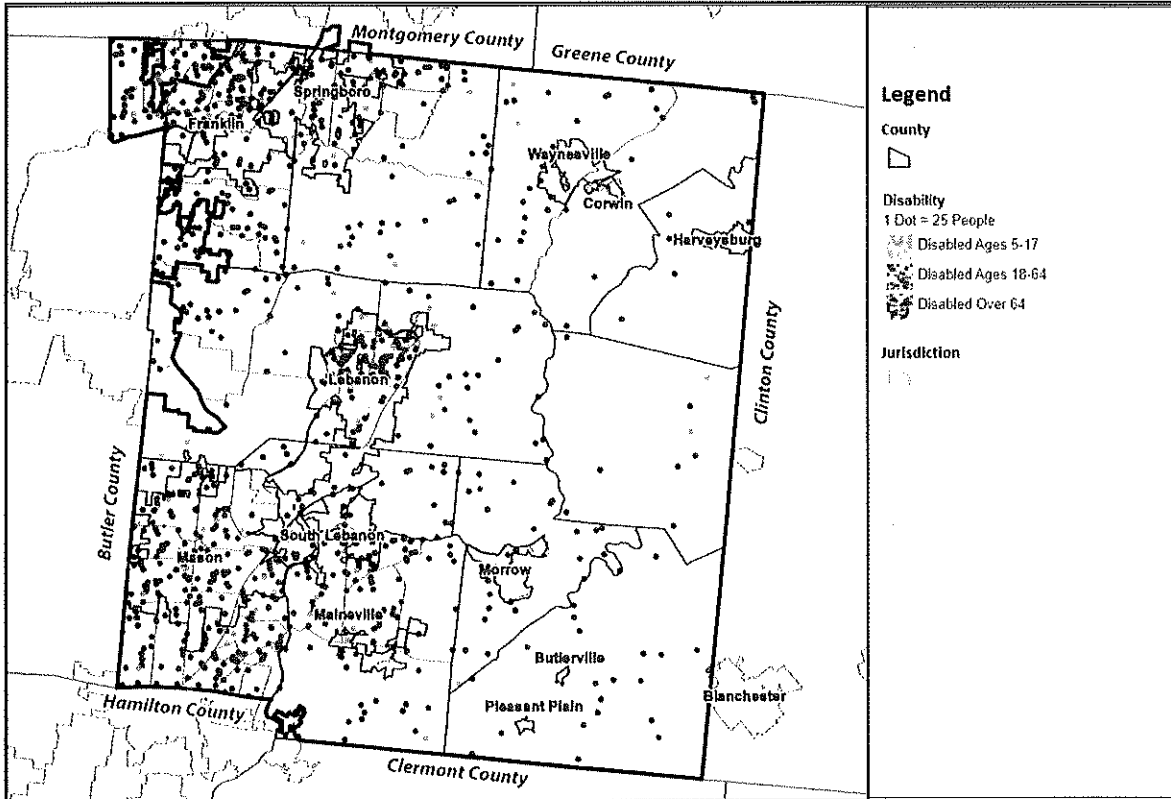
Figure 5A.3 provides a further breakdown of the age groups, categorizing the population by generation. Millennials and Generation X are the two dominant generations within the workforce population, explaining why they are the largest generational groups in Warren County. Generation Z encompasses the college-age population, part of the school-age population, and part of the workforce population. Generation Alpha represents most of the school-age population and all the preschool population. Lastly, Baby Boomers I and II, as well as the Silent Generation, contribute to the workforce population and make up most of the senior population. This breakdown of generations offers additional insights into the composition of the population in Warren County and their roles and functions within society.

In terms of the ratio of the sexes in Warren County, the ratio between males and females is consistently almost equal. In 2010, for every 100 females, there are approximately 101.7 males. This didn't change much over the course of the next 10 years. In 2015 every 100 females was matched with 100.6 males. In 2020 that number only went up 1, making the ratio 100 females for every 101.6 males. 2021 has the highest difference with 102.8 males for every 100 females.

Population With Disabilities

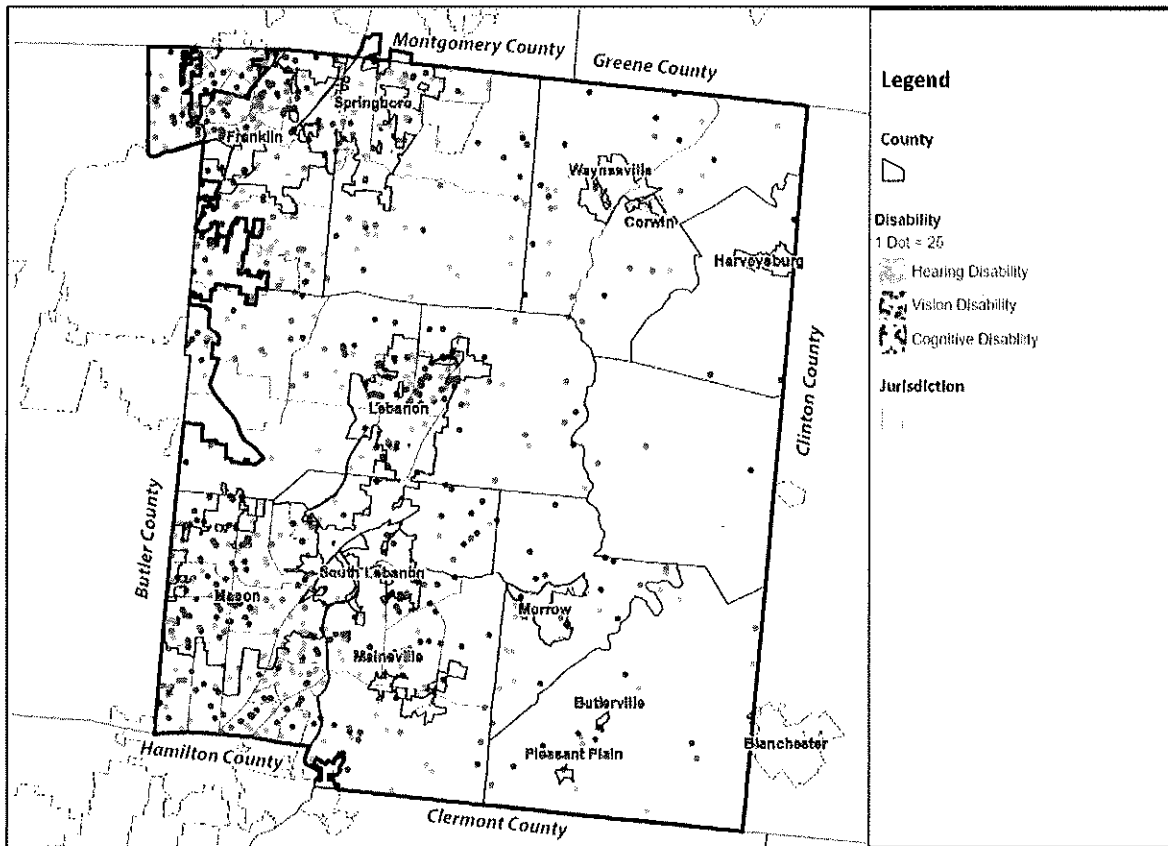
Within the last 5 years, there has been an increase in the number of people with a disability. While this is likely due to the increase in population that Warren County is experiencing annually, it is worth noting a majority of the new residents with disabilities tend to live within municipalities, and the western portion of Warren County. The cities of Lebanon, South Lebanon, Springboro, Franklin, Carlisle, and Mason, as well as the Village of Maineville, experience the largest population of individuals with disabilities.

Overall, there are currently approximately 27,834 residents with a disability. 1,975 of those people are under the age of 18; 12,939 are 18-64 years old, and 12,920 are 65 and over. This is an increase from 2020 when there were 23,484 residents with disabilities and from 2015 when there were 19,587 residents with disabilities.



Map 5A.2: Warren County Individuals with Disabilities by Type (Hearing, Vision, and Cognitive). Source HUD.

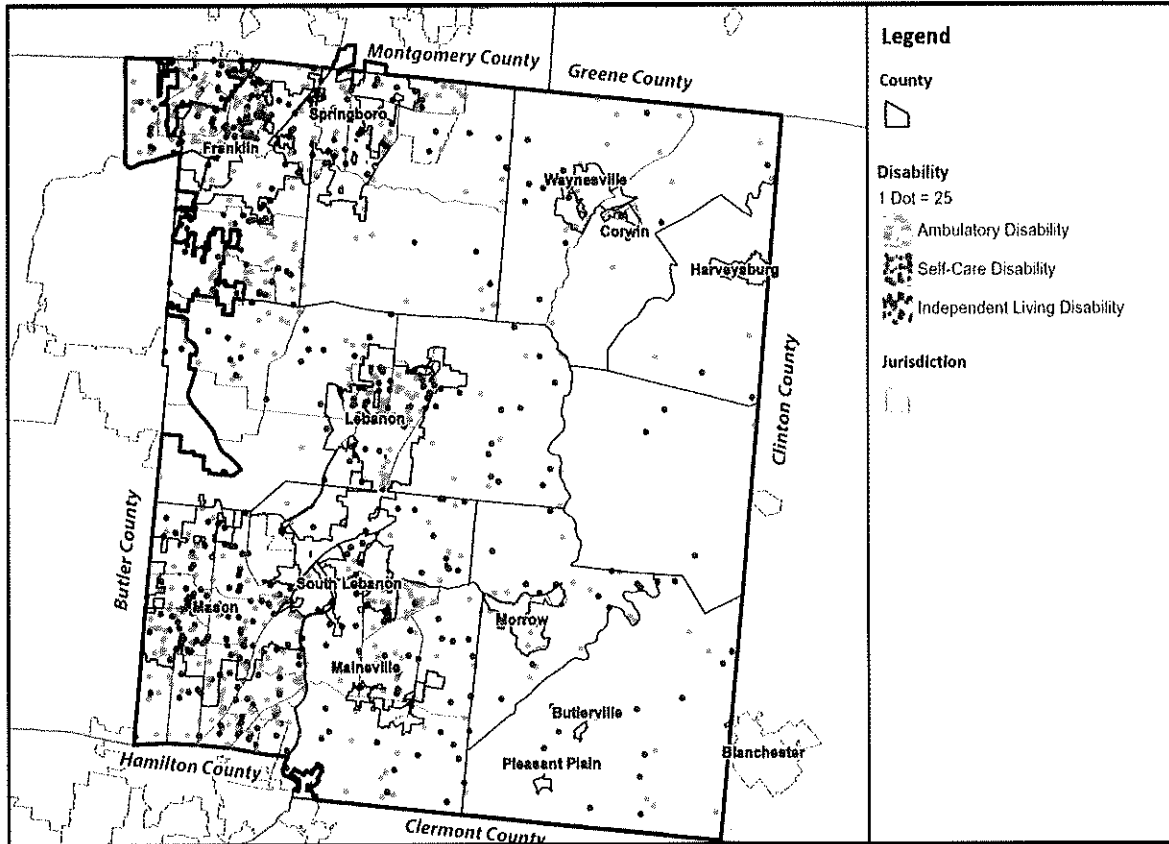
Map 5A.3 provides insights into the various types of disabilities present among residents of Warren County. It highlights broad categories of disabilities, including hearing, vision, and cognitive impairments. Among these categories, cognitive and hearing disabilities appear to be the most prevalent and concentrated in the western portion of Warren County. Understanding the prevalence of these disabilities can help guide efforts to improve accessibility, accommodations, and support services for residents who may face barriers in communication, mobility, or other aspects of daily life. The location of individuals with disabilities in these areas indicates population patterns, with more individuals residing within these jurisdictions.



Map 5A.3: Warren County Individuals with Disabilities by Type (Hearing, Vision, and Cognitive). Source HUD.

According to **Map 5A.4**, a notable proportion of individuals with disabilities in Warren County face challenges related to independent living and ambulatory disabilities. These mobility limitations have a significant impact on the housing options available to them, as they require residences that cater to their specific accessibility needs. Similar to **Map 5A.3**, the geographic distribution of persons with disabilities is more concentrated in the western portion of the County.

Improving accessibility in housing can positively impact the lives of individuals with disabilities, allowing residents to live in communities that are inclusive and supportive. It promotes independence, facilitates social participation, and ensures equal opportunities for all residents. By focusing on enhancing accessibility, Warren County can take significant strides toward creating more inclusive and accommodating environments for all its residents.



Map 5A.4: Warren County Individuals with Disabilities by Type (Ambulatory, Self-Care and Independent). Source HUD.



Warren County Assessment of Fair Housing

Section V. B. General Issues





i. Segregation/Integration

1. Analysis

The following tables provide data on the dissimilarity index for various minority groups in Warren County. The Dissimilarity Index measures the level of segregation between two groups in a community. Specifically, it compares the composition of neighborhoods (census tracts/block groups) against the jurisdiction's overall demographics. **Table 5B.1** shows that there is an increasing level of segregation for the Hispanic and Asian or Pacific Islander populations within Warren County. On the other hand, the Black population is becoming more integrated in Warren County. This trend is similar throughout the region as identified in **Table 5B.2**, where there is a higher level of Black integration and more segregation among certain minority groups, specifically the Hispanic and Asian or Pacific Islander populations.

Racial/Ethnic Dissimilarity Index	1990 Trend	2000 Trend	2010 Trend	Current
Non-White/White	45.96	30.77	34.10	42.05
Black/White	65.79	51.23	38.70	47.49
Hispanic/White	20.73	16.26	20.44	25.06
Asian or Pacific Islander/White	38.91	37.81	48.30	56.00

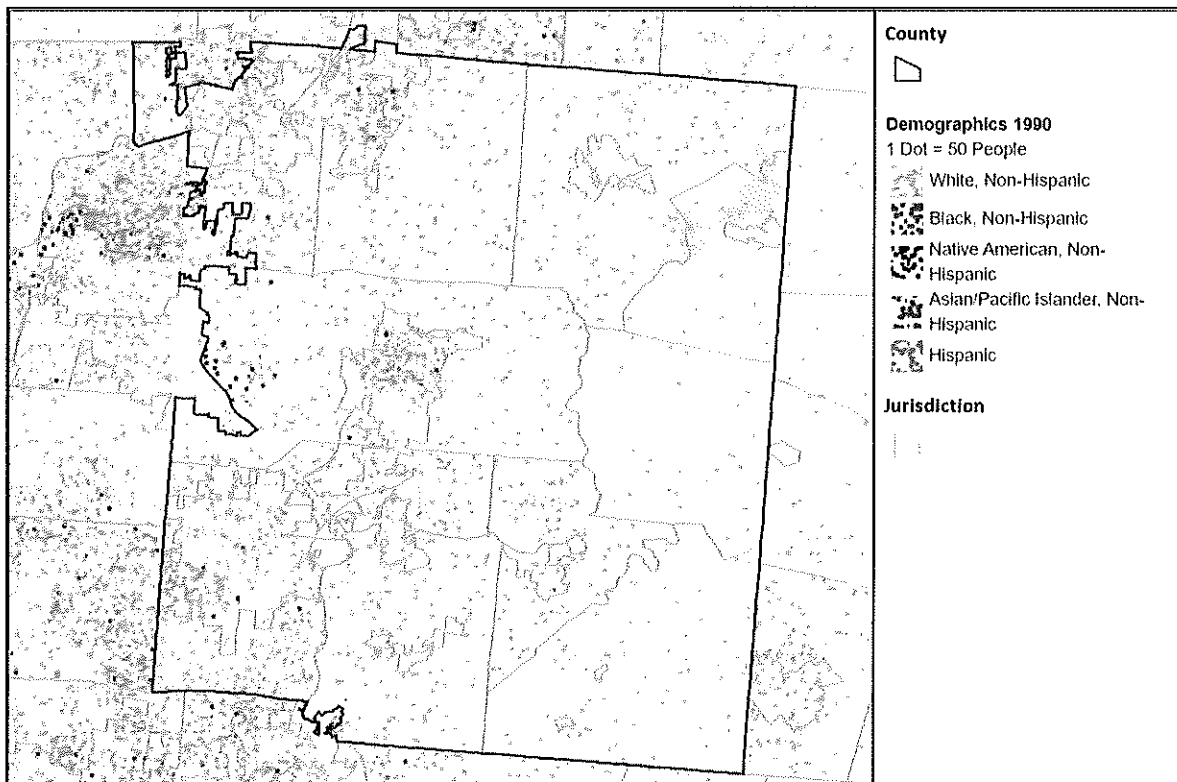
Table 5B.1: Race/Ethnicity Dissimilarity Index Trends within Warren County. Source: HUD

Racial/Ethnic Dissimilarity Index	1990 Trend	2000 Trend	2010 Trend	Current
Non-White/White	69.02	61.08	53.20	58.22
Black/White	75.60	72.52	66.94	71.17
Hispanic/White	26.14	29.04	36.88	40.36
Asian or Pacific Islander/White	43.22	41.39	42.43	49.25

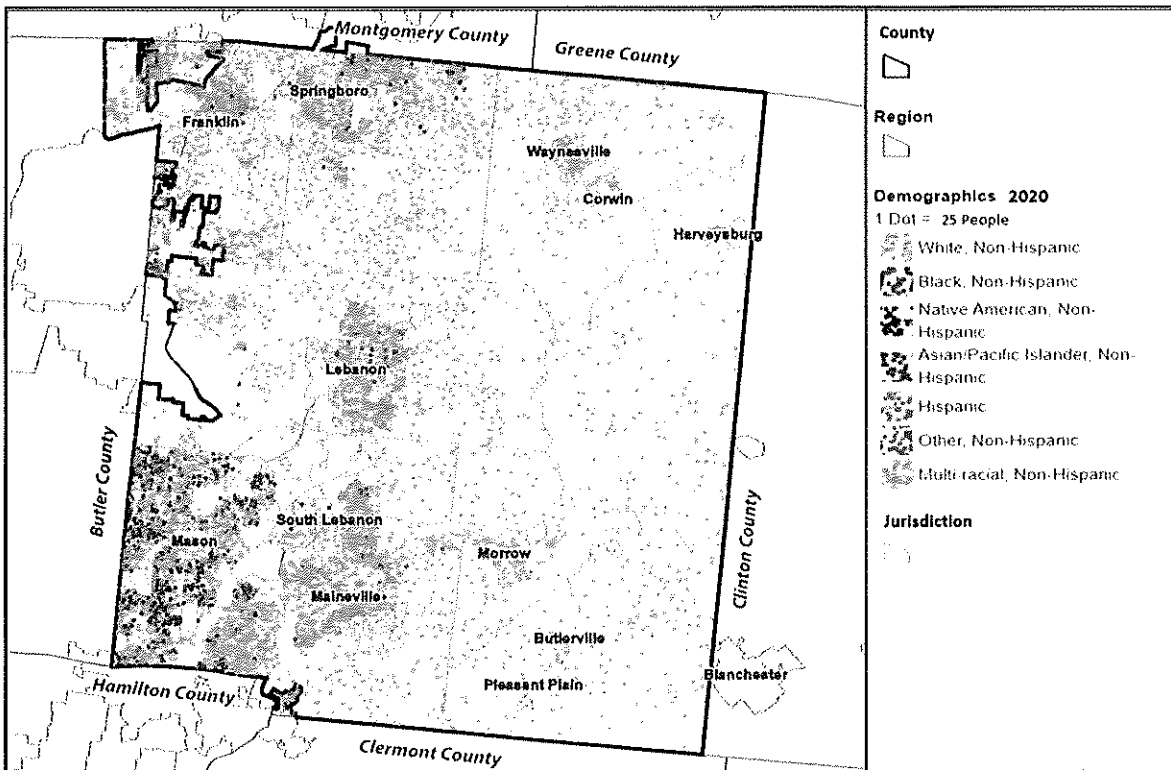
Table 5B.2: Race/Ethnicity Dissimilarity Index Trends within the region. Source: HUD

Map 5B.1, Map 5B.2, and Map 5B.3 offer visual depictions of the levels of racial segregation present within Warren County. These maps track the demographic composition of the County over several decades, specifically during the decennial censuses from 1990 to 2020. These maps provide valuable insights into the spatial distribution of different racial and ethnic groups over time, and help identify trends in racial segregation and understand the dynamics of community composition.

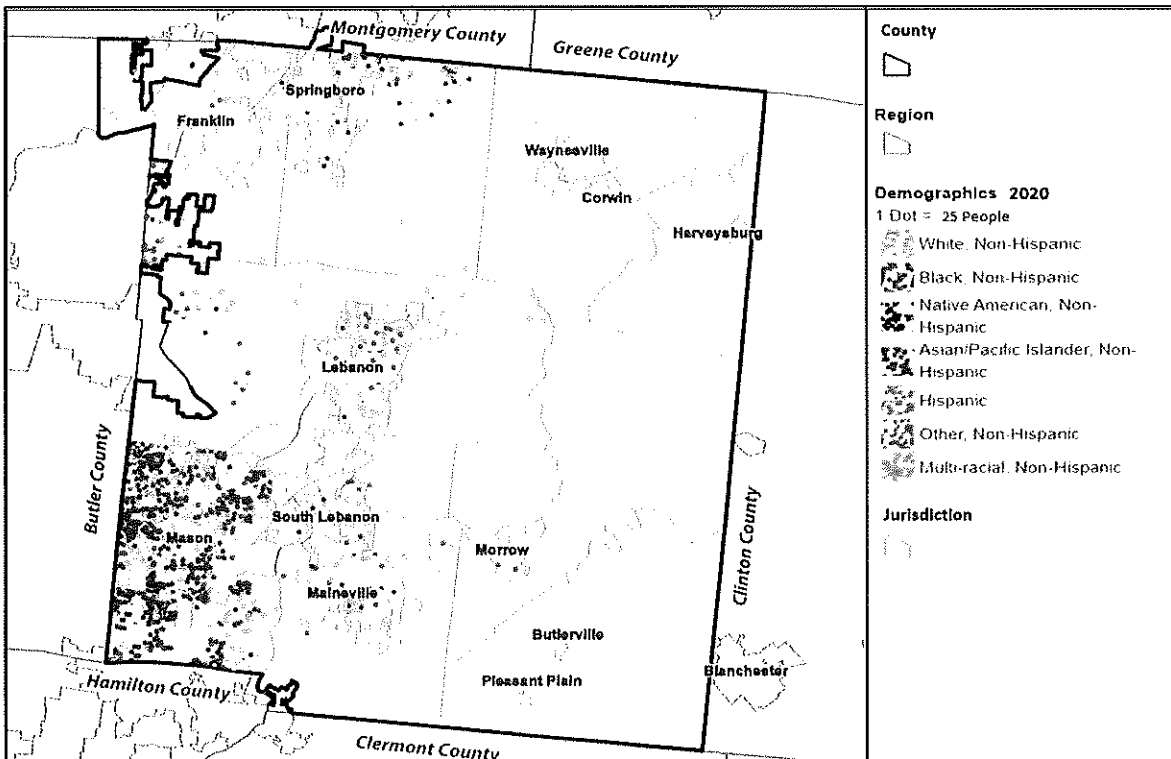
Among the various racial groups in the County, the Asian/Pacific Islander community and the Multi-racial, Other, and Hispanic communities experience the highest levels of segregation. This means that these groups tend to live in neighborhoods or areas where there are very fewer people from other racial or ethnic backgrounds. Overall, these maps suggest that there is still much work to be done to create a more diverse and inclusive environment for all residents. By recognizing and addressing the factors that contribute to segregation, such as housing policies, education, and economic opportunity, there may be a possibility of reducing the level of segregation and promoting greater equality and social cohesion.



Map 5B.1: Race/Ethnicity Demographics for 1990. Source: HUD



Map 5B.2: Race/Ethnicity Demographics for 2020. Source: HUD



Map 5B.3: Race/Ethnicity Demographics (with White population excluded) for 2020. Source: HUD



Race/Ethnicity

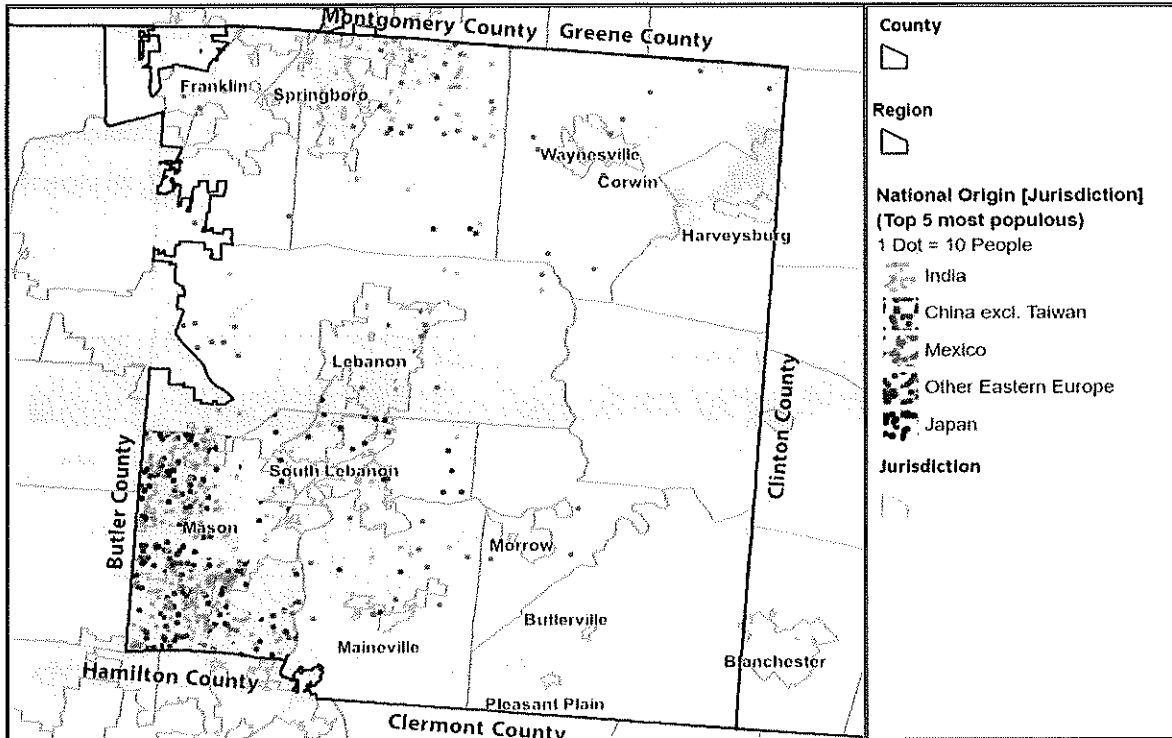
Map 5B.3 in the series highlights the spatial distribution of different minority racial and ethnic groups in Warren County. It shows that the City of Mason and surrounding Deerfield Township have a high concentration of Asian/Pacific Islander, Hispanic, and Multi-racial populations. Additionally, Springboro and northern Clearcreek Township have a smaller but noticeable concentration of Asian/Pacific Islander and Multi-racial populations. Within the jurisdictions of Lebanon, South Lebanon, and Maineville, which stretch into Hamilton Township and Morrow, there is a mix of Other, Hispanic, Asian/Pacific Islander, and Multi-racial populations. The dominant minorities in this area are Multi-racial and Hispanic. This suggests that there is a high concentration of minorities and a high level of diversity within these jurisdictions, with multiple racial and ethnic groups.

In the northern portion of Turtlecreek Township, there is a concentration of multi-racial population, while in the western part, there is a concentration of Hispanic population, with a smaller share of Asian/Pacific Islander populations. This variation in the racial and ethnic makeup of different areas within the same township indicates that segregation patterns can be nuanced and vary within a given geographic area. The City of Franklin shows a concentration of multi-racial population, with a smaller share of Hispanic populations. Overall, these maps demonstrate that there are areas in Warren County where different racial and ethnic groups tend to cluster, which can contribute to segregation and limit opportunities for intergroup interaction and integration.

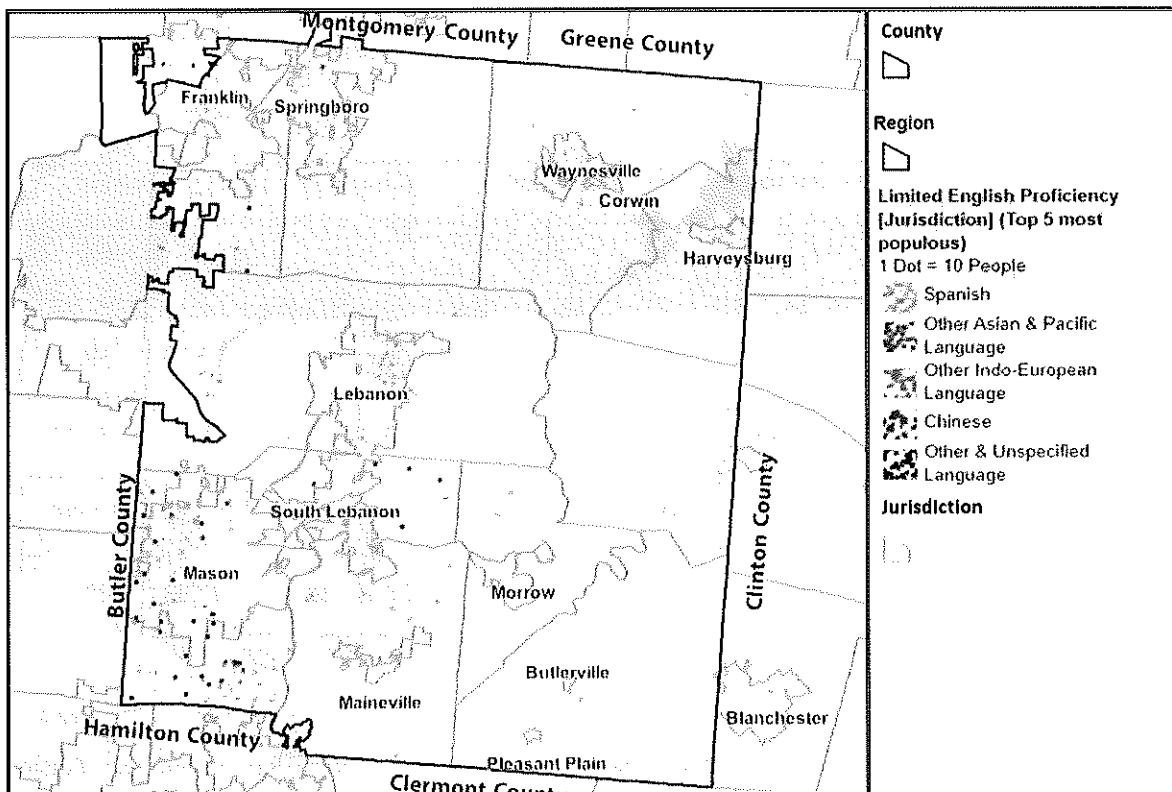
National Origin and Limited English Proficiency

Map 5B.4 and **Map 5B.5** depict the distribution of Warren County residents based on their national origin and limited English proficiency (LEP). These maps provide valuable insights into the diverse cultural composition of the County and highlight areas with significant concentrations of residents from specific countries and regions. Both maps highlight areas of diversity, particularly in areas such as the City of Mason/Deerfield Township and its surrounding neighborhoods. The presence of residents from various countries and regions highlights the richness of cultural exchanges and offers opportunities for promoting inclusivity, cultural understanding, and support services tailored to the needs of these diverse communities.





Map 5B.4: National Origin of Warren County Residents. Source: HUD



Map 5B.5: Limited English Proficiency of Warren County Residents. Source: HUD



Table 5B.3 highlights the demographic trends in Warren County concerning foreign-born and limited English proficiency residents. It shows that there has been a consistent rise in the number of foreign-born residents in Warren County over the years, with a 5% increase from 1990 to 2020. Additionally, the number of residents with limited English proficiency has also been on a steady rise, with a 1.4% increase from 1990 to 2020.

	1990 Trend		2000 Trend		2010 Trend		Current	
	#	%	#	%	#	%	#	%
Foreign-born	1,167	1.09%	3,608	2.38%	9,956	4.84%	12,962	6.30%
LEP	881	0.82%	1,885	1.24%	3,490	1.70%	4,643	2.26%

Table 5B.3: National Origin and Limited English Proficiency Trends in Warren County Residents. Source: HUD



1 in every 18 Warren County residents were born in another country.

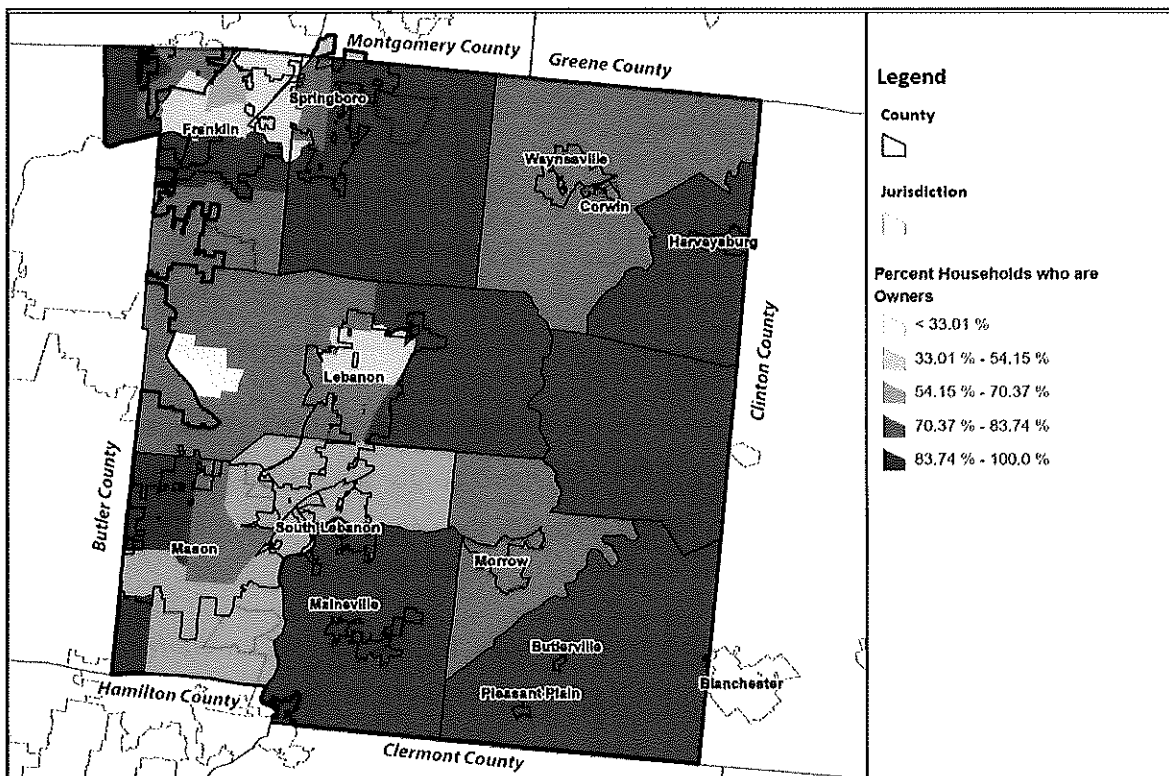
Racial/Ethnic Dissimilarity Index	(Warren County, OH CDBG) Jurisdiction				(Cincinnati, OH-KY-IN) Region			
	1990 Trend	2000 Trend	2010 Trend	Current	1990 Trend	2000 Trend	2010 Trend	Current
Non-White/White	45.96	30.77	34.10	42.05	69.02	61.08	53.20	58.22
Black/White	65.79	51.23	38.70	47.49	75.60	72.52	66.94	71.17
Hispanic/White	20.73	16.26	20.44	25.06	26.14	29.04	36.88	40.36
Asian or Pacific Islander/White	38.91	37.81	48.30	56.00	43.22	41.39	42.43	49.25

Table 5B.4: Race/Ethnicity Dissimilarity Index Trends of Warren County residents and in the region. Source: HUD

According to Table 5B.4, the Hispanic and Asian or Pacific Islander populations in Warren County and the region show a notable increase in segregation. However, the Black population in both the County and the region shows a trend toward integration.

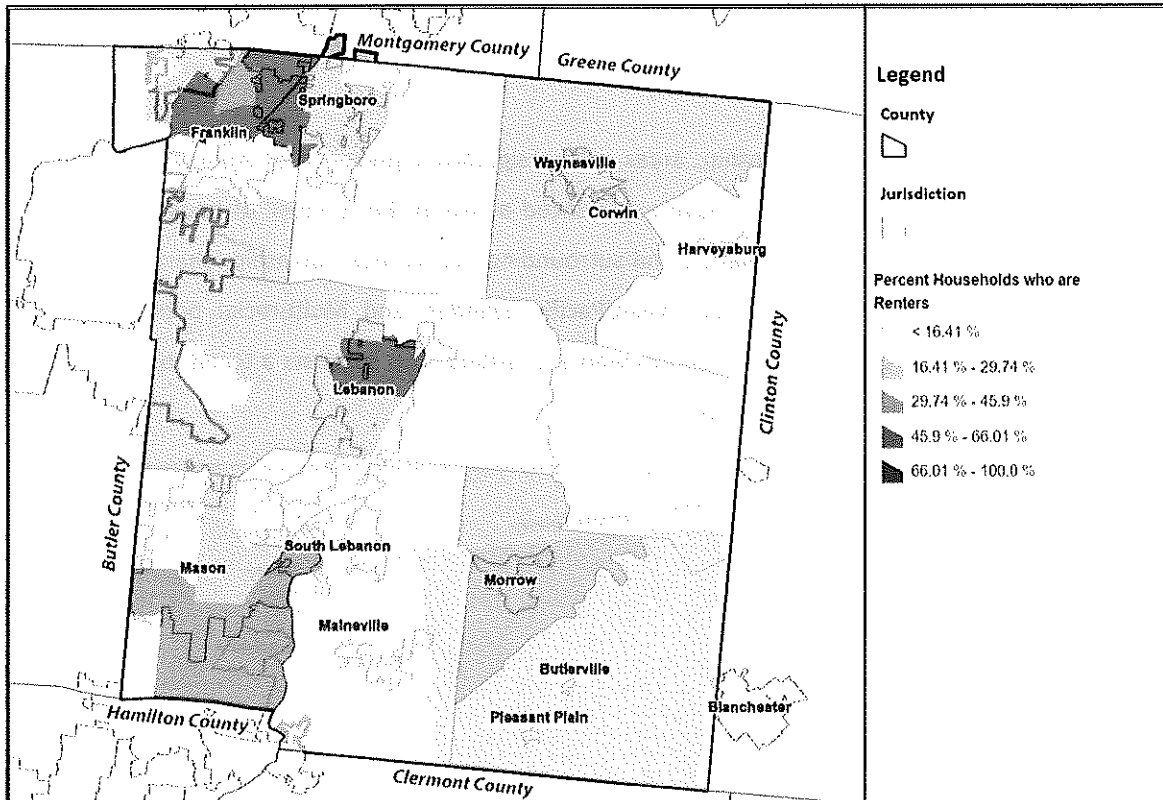
Map 5B.6 and Map 5B.7 highlight the distribution of owner-occupied and renter-occupied housing across Warren County. These maps help identify patterns of integration and segregation within the County, particularly in communities with a higher concentration of minority populations. However, there may not be a correlation between renter-occupied and a concentration of minority population. By examining the percentages of owner-occupied and renter-occupied housing in different areas, a clearer picture emerges regarding the prevalence of renters in specific neighborhoods and the level of housing integration in those areas.

Mason and southern Deerfield Township, areas with a significant presence of Asian/Pacific Islander, Hispanic, and Multi-racial populations, have experienced a rise in the number of households renting their homes. Similarly, the City of Lebanon and surrounding Turtlecreek Township, characterized by a higher concentration of Other, Hispanic, Asian/Pacific Islander, and Multi-racial populations, also demonstrate a larger percentage of households who are renters. This suggests a trend towards renting rather than homeownership in these areas.



Map 5B.6: Homeowner Households within Warren County. Source: HUD

While the northern part of Springboro and Clearcreek Township have a higher concentration of Asian/Pacific Islander and Multi-racial populations, the highest percentage of household renters in Warren County can be found adjacent to this jurisdiction, within Franklin Township and the City of Franklin.



Map 5B.7: Renter Households within Warren County. Source: HUD

Table 5B.5 identifies additional information on the demographic distribution of homeowners and renters in Warren County and the wider region, broken down by race and ethnicity. The data indicates that the percentage of homeowners and renters is roughly the same in both Warren County and the broader region.

However, when examining specific racial and ethnic groups, it is notable that in Warren County, a considerably smaller percentage of Black individuals are homeowners compared to the wider region, with a difference of almost 23%. Apart from the Black and Native American populations, homeownership rates are generally higher in Warren County compared to the broader region for each race and ethnicity group listed.



Race/Ethnicity	(Warren County, OH CDBG) Jurisdiction				(Cincinnati, OH-KY-IN) Region			
	Homeowners		Renters		Homeowners		Renters	
	#	%	#	%	#	%	#	%
White, Non-Hispanic	53,655	92.80%	14,235	88.94%	497,000	90.30%	177,040	67.33%
Black, Non-Hispanic	1,084	1.87%	333	2.08%	34,229	6.22%	66,378	25.25%
Hispanic	736	1.27%	380	2.37%	6,565	1.19%	8,305	3.16%
Asian or Pacific Islander, Non-Hispanic	1,745	3.02%	849	5.30%	7,610	1.38%	6,185	2.35%
Native American, Non-Hispanic	32	0.06%	20	0.12%	654	0.12%	603	0.23%
Other, Non-Hispanic	564	0.98%	188	1.17%	4,320	0.78%	4,424	1.68%

Table 5B.5: Homeowners and Renters within Warren County and the region. Source: HUD

A considerable portion of the segregation occurring in the western region of Warren County, particularly in the southwestern quadrant, is predominantly a matter of choice. The communities within the southwestern quadrant, including the City of Mason, Deerfield Township, South Lebanon, and Hamilton Township, are appealing for numerous reasons. Firstly, individuals have been migrating to these regions since 1990 to establish their businesses, which has attracted more people from their extended families and former communities to share in their success and expand their ventures. Secondly, these communities offer a more urbanized lifestyle with diverse housing options, grocery stores with expanded markets, and a range of entertainment choices. Thirdly, the schools within these communities are renowned for their excellence and are instrumental in preparing students for future achievements. Finally, the availability of public utilities such as well-maintained roads, water, and sewer systems is more widespread within these regions.

In contrast, the eastern half of Warren County is predominantly White and considerably less densely populated compared to the western half. This disparity may be partly attributed to the attraction of cities such as Mason that draw people in. However, it may also be due to the desires of Townships such as Massie, Wayne, Harlan, and Salem to maintain their rural and small-town character, which discourages high population density. Additionally, limited access to major highways or expressways



further diminishes the desirability of locating new businesses within the region. The availability of water and sewer is also a limiting factor, necessitating larger lot sizes and lower density in townships such as Turtlecreek, Franklin, Union, Hamilton, and Clearcreek. However, larger lot sizes can result in higher home costs, further exacerbating the rising home values within the region.

2. Additional Information

Based on insights gathered from focus groups conducted with housing providers, individuals with disabilities encounter significant challenges in securing suitable living arrangements within the more rural areas of the County. This is primarily attributed to the need for transportation and the absence of nearby amenities such as grocery stores and other opportunities. Additionally, the demand for high-quality schools and access to opportunities within regions such as Mason and Deerfield Townships has resulted in a significant proportion of individuals spending a larger portion of their income on housing costs, which may raise affordability concerns and increase the overall cost burden of fair housing.

The Warren County Board of Developmental Disabilities is actively involved in making housing more accessible to individuals with disabilities within the County. They invest in homes or units that can accommodate people with disabilities who wish to reside within Warren County and provide grants to help individuals with disabilities modify their homes to better suit their needs.

3. Contributing Factors of Segregation

- **Community Opposition**

While there is no overt opposition to individuals of different races or those with disabilities within the community, housing providers have identified resident opposition to recovery centers. There is a noticeable increase in resident involvement regarding multifamily housing in any community, with many expressing concerns over the types of people these developments may attract. Residents who live in single-family homes often express reluctance to have multifamily developments located nearby or adjacent to their properties.

- **Displacement of residents due to economic pressures**

The data from the past few census reports suggest that Warren County is experiencing an overall increase in wealth. The County is attracting more individuals with higher incomes, while those with lower incomes are moving out due to the high cost of living. On average, home prices and rents in



Warren County are considerably higher than in neighboring counties. The County's unemployment rate is also decreasing, and its poverty rate is decreasing as well.

- **Lack of community revitalization strategies**

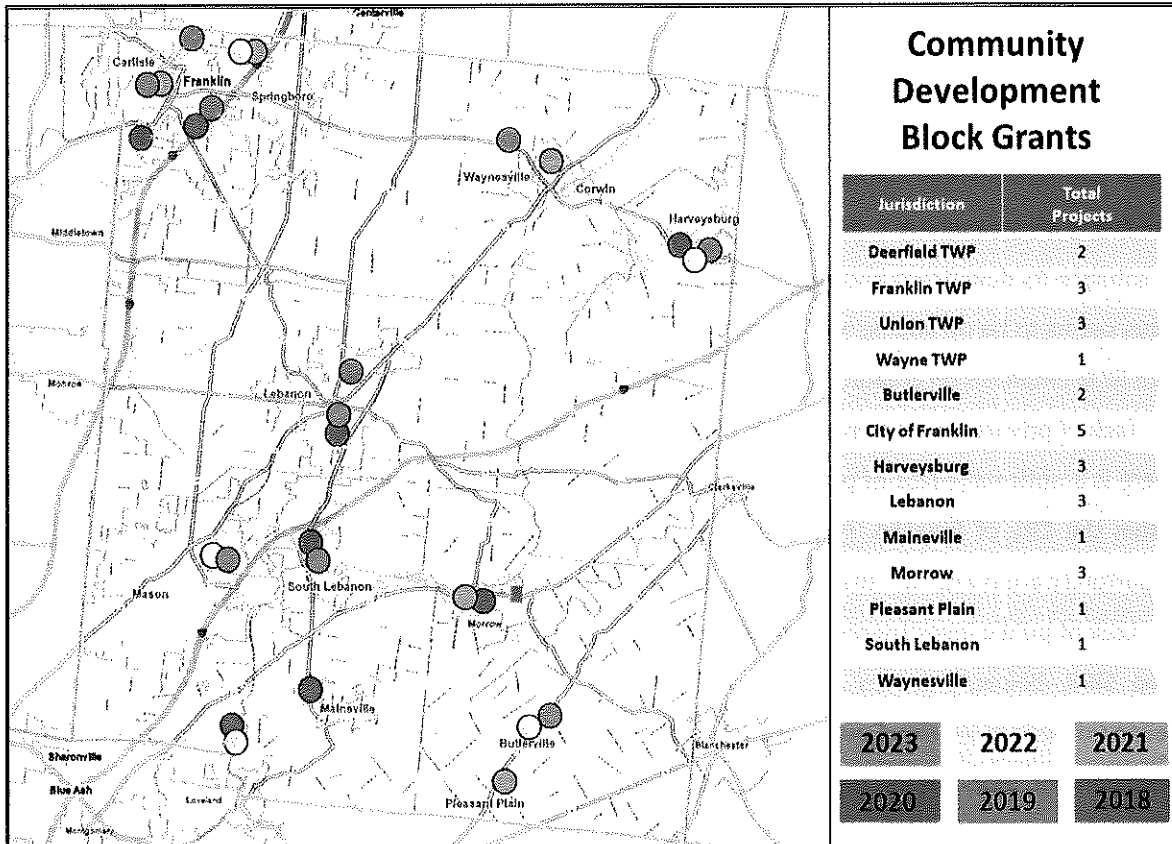
While few communities within Warren County require community revitalization strategies, the City of Franklin is an area where it may be necessary. Currently, the City is working on revitalization strategies to enhance its downtown and surrounding neighborhoods to make them more desirable. However, the focus seems to be on adding more luxury housing to attract more investments into the downtown area, with little emphasis on creating additional affordable housing units or homes.

- **Lack of private investments in specific neighborhoods**

There is a noticeable lack of private investments in specific areas throughout the County, most notably within the City of Franklin. However, the recent adoption of their Downtown Plan aims to address opportunity areas and focuses on private investment within the community.

- **Lack of public investments in specific neighborhoods, including services or amenities**

Map 5B.8, below, provides valuable insights into the allocation of public investments in specific neighborhoods of Warren County over the past six years, primarily through the utilization of Community Development Block Grant funds. The map demonstrates that numerous neighborhoods within the County have benefited from these grants, with the City of Franklin and Franklin Township receiving the highest concentration of funds. There are additional concentrated areas throughout the County, including the villages of Harveysburg, Morrow, and Butlerville, as well as the cities of Waynesville and South Lebanon, that have also received significant funding to support community development initiatives. These investments reflect a commitment to enhancing these neighborhoods and fostering positive changes within the County.



Map 5B.8: Warren County CDBG Projects Warren County. Source: Warren County Office of Grants Administration

- **Lack of regional cooperation**

During stakeholder events, regional cooperation has been highlighted as a key factor in providing fair housing opportunities and resources throughout the County. Numerous organizations in the region work together to address issues such as discrimination, disability, violence, and other challenges faced by residents of Warren County. This collaborative effort has been successful in promoting fair housing and providing resources to those who need them.

- **Land use and zoning laws**

Land use and zoning laws were identified as not significant hindrances in Warren County, except in areas where there is not access to sewer service. There may be some flexibility in zoning laws to allow for reasonable accommodation or streamlined approval for infill development. However, the Home Builders Association (HBA) has expressed that they are hesitant to invest in high-risk, low-reward projects such as low-income housing without certainty that the project will be approved.



- **Location and type of affordable housing**

Within Warren County, there are a limited number of housing types available. Most affordable housing units are in urban areas such as Middletown or Hamilton, which are outside of Warren County. This means that residents who need affordable housing may have to commute from outside the County. However, Warren County does have a few older housing types such as manufactured homes or older apartment buildings that may be more affordable for some individuals. It is worth noting that while the overall cost of housing within the County has increased, it has become more difficult for lower income individuals and families to find affordable housing. This has led to a situation where many people are being priced out of the housing market within the County altogether.

- **Loss of affordable housing**

Warren County has experienced a rise in the cost of housing in recent years, matching national trends in the rising cost of housing, particularly in areas with strong job markets and desirable amenities. Unfortunately, this means that the cost of affordable housing within Warren County has also increased, making it more difficult for lower-income individuals and families to find suitable and affordable housing options. As a result, some individuals may choose to seek affordable housing options outside of the County or find older, potentially less desirable housing types within the County.

- **Private discrimination**

According to the input received from housing providers and residents, there have been no cases of private discrimination reported or experienced in Warren County. Many residents are familiar with fair housing laws and regulations concerning private discrimination.

- **Source of income discrimination**

According to the input received from housing providers and residents, there have been no cases of income discrimination reported or experienced in Warren County.

ii. Racially or Ethnically Concentrated Areas of Poverty

1. Analysis

Applying the HUD definition of R/ECAP does not identify any R/ECAP areas within Warren County. However, the County does include concentrated areas of poverty and concentrated areas of minorities, but these areas do not overlap. Nevertheless, for the purposed of this analysis, R/ECAP was redefined, and the following two areas are identified as R/ECAP areas under the new definition. See **Map 5B.9** below.

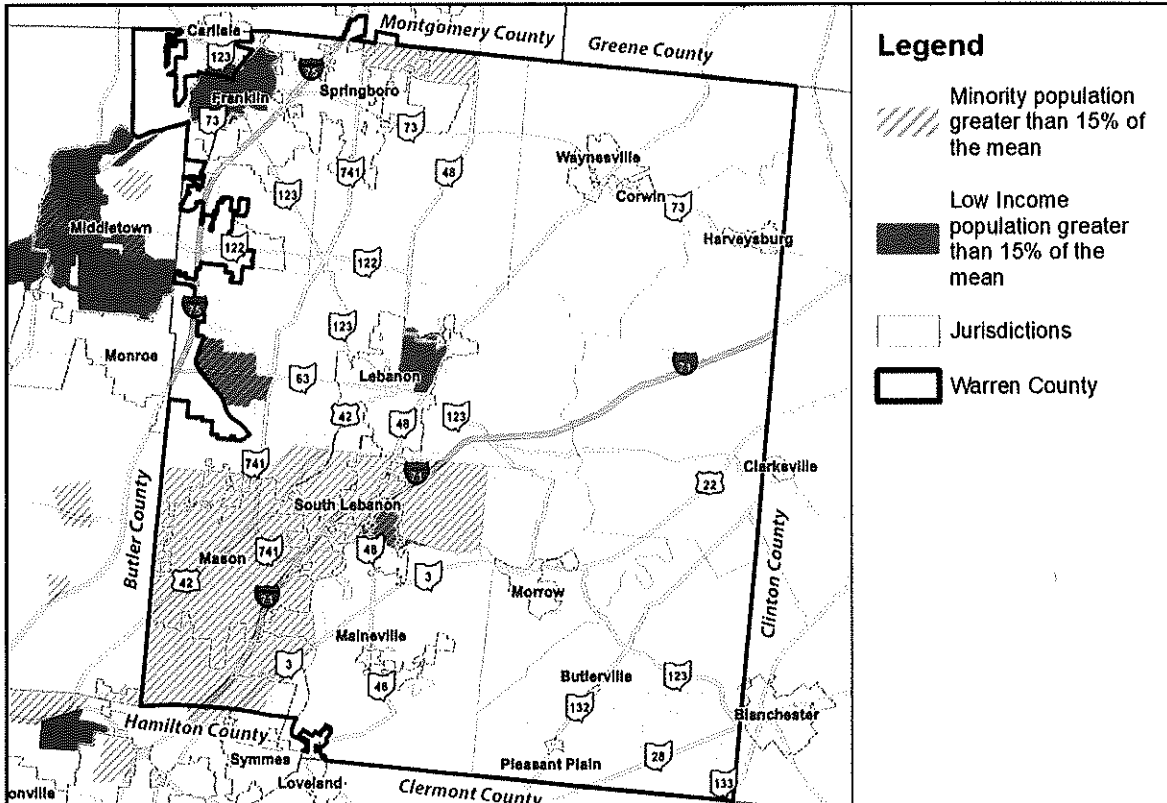
1. Block Group 3 of Census Tract 321, located in the City of South Lebanon, north of the Little Miami River. This is the original settlement for the City, comprising about ten square blocks with smaller and older homes, and includes most major indicators of poverty, distress, and some low-income transient population. Census tract 321, has a notable population of Asians, Non-Hispanic, in addition to its White, Non-Hispanic population. However, when conducting a more detailed analysis at the block group level, it becomes apparent that the Asian population in this census tract is not the group experiencing poverty.
2. Census Tract 317, located in western Turtlecreek Township. This census track is State of Ohio owned property that is used for two state correctional facilities—The Lebanon Correctional Institution (LeCI) and the Warren Correctional Institution (WCI).

HUD Definition: A census tract in which more than 40 percent of the residents have incomes less than the Federal poverty level and more than 50 percent of the residents of the census tract are people of color.

Warren County Definition: A census block group in which more than 15 percent of the residents have incomes less than the Federal poverty level and more than 15 percent of the residents of the block group are people of color.

Warren County does not have any HUD-defined R/ECAP census tracts as there are no census tracts in the County where the white population is below 50%. This means that there are no specific areas within Warren County that meet the criteria for the HUD-defined R/ECAP designation. However, in the surrounding region, these R/ECAP tracts are concentrated in the City of Middletown, located outside of Warren County. This concentration of R/ECAP tracts in the City of Middletown suggests a pattern of segregation within the broader region, as there is a noticeable clustering of areas with high concentrations of poverty and specific racial or ethnic populations within the City. The location of these

R/ECAP tracts adjacent to Warren County indicates a lack of socio-economic diversity and potential disparities in access to resources and opportunities within the County itself.



Map 5B.9: Warren County R/ECAPS. Source: HUD, OKI

Within the region, the City of Middletown encompasses the largest group of R/ECAP census tracts, predominantly located on the western side of the City. These specific areas are characterized by the presence of a heavily utilized freight rail line, industrial structures, and aging residential properties. Unfortunately, the industrial activities within these neighborhoods have detrimental effects on the nearby residents, many of whom belong to minority groups and/or live in impoverished conditions. The concentration of R/ECAP census tracts in this particular area serves as a visible representation of the heightened levels of poverty and the limited access to resources experienced by the affected residents.

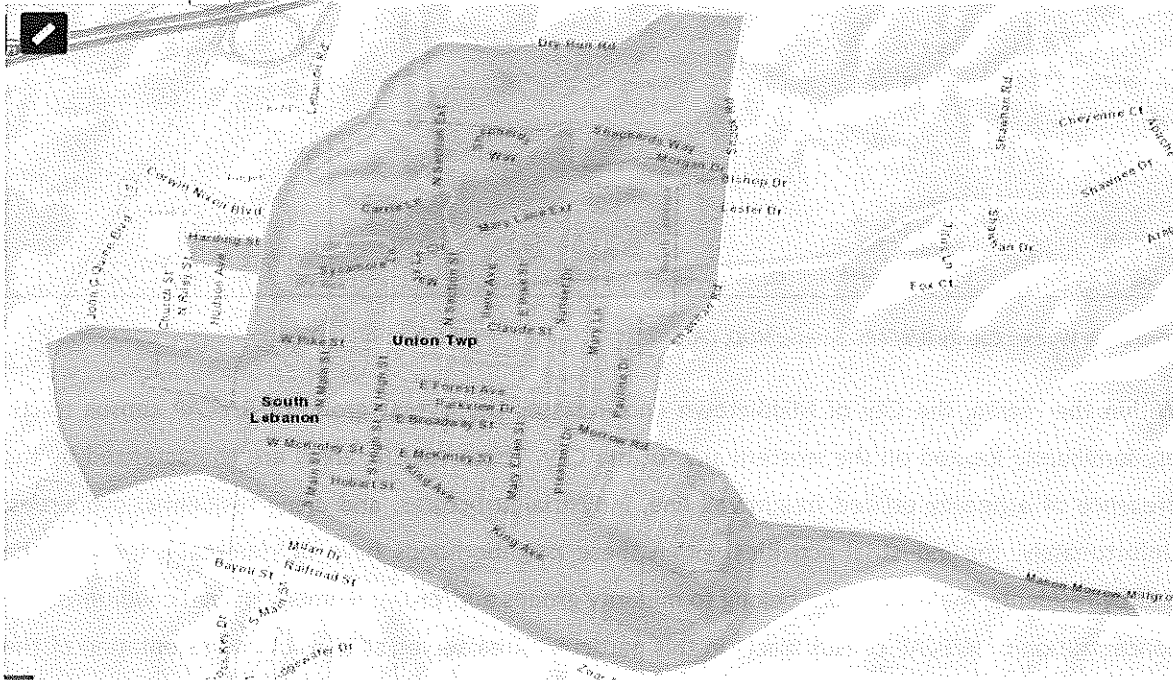
There are no new HUD-defined R/ECAP tracts in Warren County, although the County’s minority population has increased. The minorities moving to Warren County are mainly Asians/Pacific Islanders Non-Hispanic, living in the Mason/Deerfield Township area, a Low Poverty Area. Other minorities have not clustered in any particular area. The South Lebanon R/ECAP tracts have grown in minorities from 1.1% in 2010 to 15% in 2020. However, the growth in minorities does not correspond with an increase



in the poverty level. The 2020 census no longer identifies the state correctional facilities properties as a R/ECAP area.

Race/Ethnicity	2010	2020
White	2435	2764
Black	12	153
American Indian	4	18
Asian	2	248
Native Hawaiian	0	3
Other Race	11	66
Total	2,493	3,252
Minority Population (%)	1.1%	15.0%

Table 5B.6: Block Group 3 of Census Tract 321 Racial Profile Over Time. Source: Census



Map 5B.10: Block Group 3 of Census Tract 321 (City of South Lebanon). Source: HUD, OKI

Block Group 3, located within Census Tract 321, exhibits certain characteristics that make it a noteworthy candidate for being identified as a R/ECAP. According to the 2021 American Community Survey, this block group comprises 1,230 households, out of which 205 households (16.67%) are below the poverty level. Moreover, this particular block group demonstrates a significant concentration of individuals with disabilities, with 1,002 individuals (30.8%) reporting some form of disability.



Disability Type	Age 5 - 15	Age 16 – 64	2020
Sensory	12	38	70
Physical	11	171	119
Mental	3	110	60
Self-Care	3	27	28
Go-Outside-Home	0	100	48
Employment	0	202	0
Total	29	648	325

Family Size	Married Couple	Male Householder	Female Householder
Under 3 Years	0	0	72
3 and 4 Years	65	35	18
5 Years	14	0	0
6 to 11 Years	307	19	66
12 to 17 Years	466	18	40
Total	852	72	196

Table 5B.7: Block Group 3 of Census Tract 321 Individuals with Disabilities. Source: Census

Table 5B.8: Block Group 3 of Census Tract 321 Family Sizes. Source: Census

An analysis of **Table 5B.8** reveals the breakdown of family sizes within this block group, differentiating between married couples and householders without a spouse. While there is a relatively higher concentration of married couples in this block group, it is worth noting that there is a noticeably higher count of female householders with no spouse residing in this area.

These indicators collectively contribute to the identification of Block Group 3 in Census Tract 321 as a potential R/ECAP, as it exhibits a combination of factors such as a higher poverty rate, a significant presence of individuals with disabilities, and a distinctive family structure composition with a notable proportion of female householders without a spouse.

2. Additional Information

Both R/ECAP areas are not concentrated with residents with other protected characteristics. However, within Block Group 3 of Census Tract 321 there is a high concentration of residents with disabilities, over 30% of the block group. As is identified, there is a significantly higher concentration of persons with disabilities in this block group reported via the ACS. The Warren County average is 11.71%, Census Tract



321 average is 14.7%, and Block Group 3 average is 30.8%. It is worth noting that other multifamily public housing program, Union Village Retirement Community, is within this block group. The location of this housing program and geographic size of this block group can skew the concentrations of individuals with disabilities to a higher percentage.

Within Census Tract 321, there are several amenities including parks, a fairly complete sidewalk network, streetlights, a grocery store, and an early learning center. Select streetscapes, pedestrian pathways, and parks of the census tract have been updated and improved in accordance with the City's recently approved Comprehensive Plan. Nevertheless, due to the age and the location of a significant portion of the housing stock within a floodplain and floodway, this segment of the City of South Lebanon has not seen any substantial private investment (infill development or housing revitalization) since the 2010 development of the Water's Bend apartment complex. The older homes are used as investment properties and offered for rent. There is a noticeable deterioration in certain portions of this census tract which negatively impact the community—a decline in property values and the tax base affecting the delivery of public services. The City's recent investments in public infrastructure and facilities are an effort encourage economic development and private investment.

3. Contributing Factors of R/ECAPs

- **Community opposition**

Since there are no HUD-Defined R/ECAPs within Warren County, there has been limited identifiable community opposition reported in this assessment among stakeholders and focus groups. Public housing agencies have observed a general trend where minority groups tend to choose to live in areas where there are other individuals from the same minority group, indicating a preference for inclusive communities.

- **Displacement of residents due to economic pressures**

The regional R/ECAPs identified within Butler County, and outside of Warren County, suggest a trend where residents in the region, who may work within Warren County, are facing challenges in finding affordable housing. This economic pressure and limited availability of affordable housing options within Warren County can result in the displacement of residents from these communities to areas outside the County's limits.



- **Lack of community revitalization strategies**

Community revitalization in areas of low opportunity and investment from financial institutions has been identified as a significant need. In areas where access to resources and investment has been limited, thoughtful evaluations of targeted efforts may be considered to enhance opportunities for residents and foster economic growth. By doing so, it allows for a better understanding of the impact and effectiveness of these initiatives in meeting the community's unique needs and aspirations. By addressing the disparities and providing resources and support, community revitalization initiatives can help uplift these underserved areas and create a more equitable and prosperous environment for residents.

- **Land use and zoning laws**

Land use and zoning laws in Warren County are generally not considered significant hindrances, except areas lacking access to sewer service. In these cases, there may be limitations on certain types of development. However, there is potential for flexibility in zoning laws to accommodate reasonable requests or streamline the approval process for infill development.

- **Location and type of affordable housing**

Many individuals and families are facing the challenge of being priced out of the housing market within Warren County. This affordability gap can have significant implications for housing stability and access to opportunities for those in lower-income brackets. Addressing the shortage of affordable housing within the County and exploring strategies to increase affordability, such as incentivizing affordable housing development or implementing zoning policies, may help mitigate this issue and improve housing opportunities for all residents.

- **Occupancy codes and restrictions**

Families with children under age 18, a protected class under fair housing laws, are often disproportionately impacted by restrictive occupancy policies. The Fair Housing Act's protections against discrimination based on familial status prohibit restrictive occupancy standards that are used to exclude families with children or that unreasonably limit the ability of families with children to obtain housing.



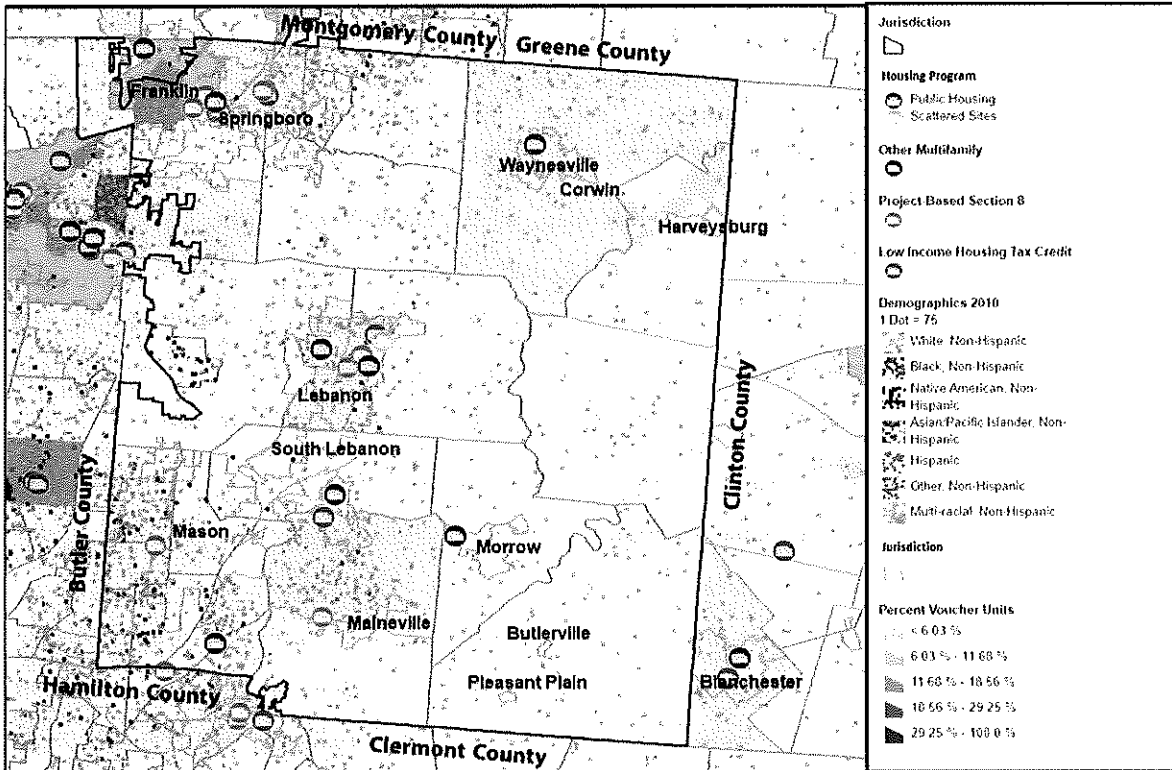
iii. Disparities in Access to Opportunity

1. Analysis

HUD used a two-stage process for developing the data needed to analyze disparities in access to opportunity. The first stage involves quantifying the degree to which a neighborhood offers features commonly viewed as important opportunity indicators. In the second stage, HUD compares these rankings across people in particular racial and economic subgroups to characterize disparities in access to opportunities. To focus the analysis, HUD developed methods to quantify a selected number of the important opportunity indicators in every neighborhood. These dimensions were selected because existing research suggests they have a bearing on a range of individual outcomes. HUD has selected five dimensions upon which to focus: education, employment, transportation, poverty, and health. In addition, HUD's opportunity indices compare data indicators by race and ethnicity, for households below the poverty line, between jurisdictions, and for the region overall. Portions of western Warren County such as Deerfield, Franklin, Turtlecreek, Hamilton, and Clearcreek townships, along with the cities of Mason, Lebanon, and Springboro, are classified as areas of moderate and high resource.

The geographic distribution of publicly supported housing is an important factor in examining access to opportunity. **Map 5B.11** shows information provided by HUD on the location of publicly supported housing relative to areas where residents of different races and ethnicities live.

The icons represent different types of publicly supported housing. Low Income Housing Tax Credit properties are dispersed throughout the County but tend to cluster in Lebanon, Franklin, South Lebanon, and the western areas of the County. Likewise, project-based Section 8 properties are more prevalent in western areas of the County. Generally, publicly supported housing is concentrated in certain areas and has resulted in a greater concentration of minority residents. However, these units are generally located in municipalities, where services and access to opportunity are available. Although, publicly supported housing is generally located in high opportunity areas, the primary issue facing residents within the protected classes is public transportation and how to access services and jobs in adjacent and other high opportunity areas. The lack of available, affordable, and workforce housing within some high opportunity communities also impacts access. Protected class residents, in particular single-female headed households with children, and individuals with disabilities, are unable to secure housing in these areas or utilize public transportation to access these high opportunity areas.



Map 5B.11: Public Housing Program by Race/Ethnicity. Source: HUD

Education

The School Proficiency Index measures the proficiency of elementary schools in the attendance area of individuals sharing a protected characteristic. Proficiency is determined by the performance of 4th grade students on State exams. A higher score on the index indicates higher levels of school proficiency. In looking at the HUD map below, it is immediately clear that higher quality schools are mainly located in western and southern Warren County, with the best found in the Masons/Deerfield Township and Springboro/Clearcreek Township area. Focus group participants concur and cite several factors that affect disparities in access to proficient education, all primarily related to income:

1. Parent’s level of education and limited involvement beyond early elementary school –parents may not feel capable to assist their children with more advanced schoolwork and thus disengage from the system.
2. Stigmatization (for lower income families) of individual education programs (IEP) for students with learning disabilities, where families from higher income communities are very aggressive in obtaining IEPs for their children.



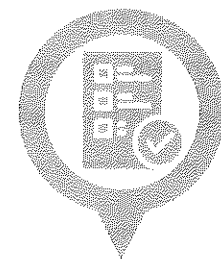
3. Work schedules for a single parent leaves them little time to engage with their children's education.
4. Lack of access to extra-curricular activities, technology, and AP classes.

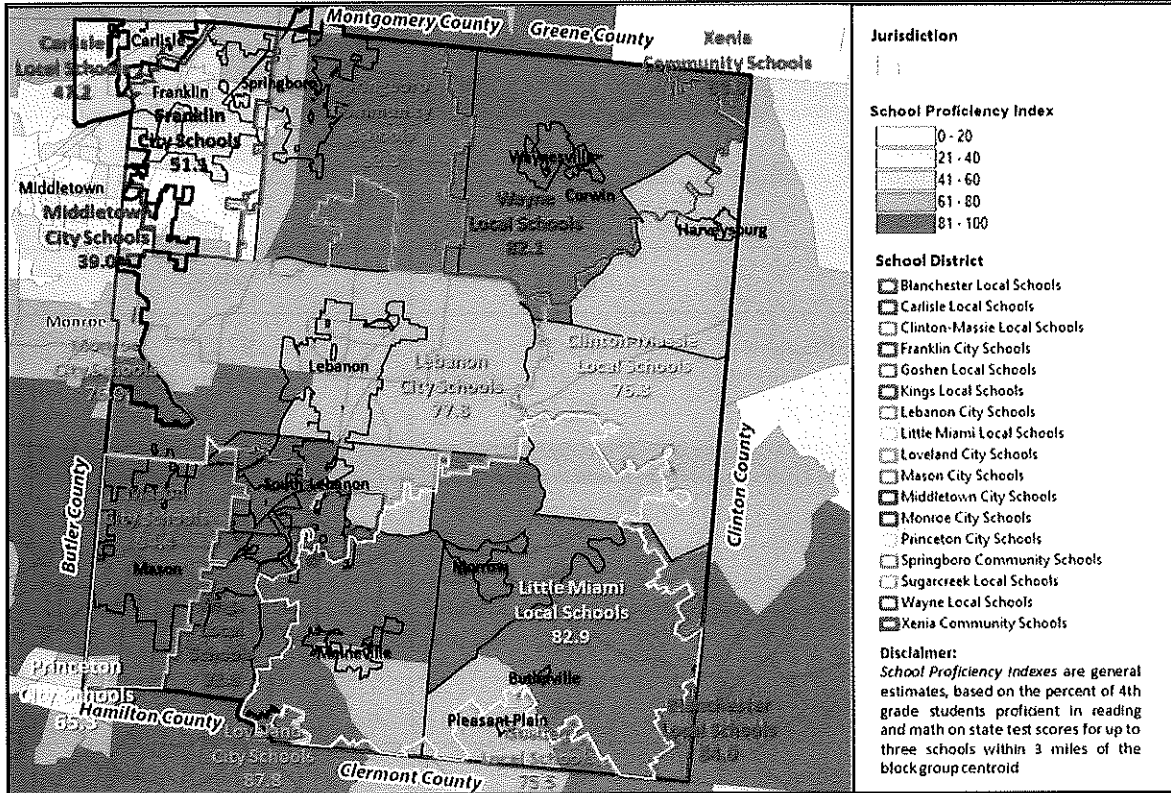
According to the HUD School Proficiency Index map, all populations within the County have an educational index of 75.5 or above, indicating high access to high quality schools, except for students within the Franklin, Carlisle, and Xenia school districts. Asian or Pacific Islander, Non-Hispanic, above the poverty line, have the greatest access to high quality schools. Compared to the Cincinnati region, Warren County has a higher school proficiency rating for all categories of race and ethnicity.

Warren County's lowest school proficient rating of 74.88 is experienced by White-Non-Hispanics living below the poverty line. Within the Cincinnati region, the highest school proficient rating is experienced by Asian or Pacific Islander, Non-Hispanic with a rating of 70.02. This indicates that, within Warren County, income has a greater impact on access to quality education, than does race. Nevertheless, Warren County students below the poverty also have high access to quality schools. Asian or Pacific Islander, Non-Hispanic represent the widest margin in school proficiency range for residents above the poverty line (93.16) versus those below the poverty line (75.24).

Analyzing the geographic distribution of the foreign-born population based on their national origin in relation to the School Proficiency Index, we can refer to **Map 5B.12**. This map continues to illustrate an interesting pattern where the region with the highest-performing schools also has the highest concentration of foreign-born residents, specifically in Mason City Schools, Kings Local Schools, and Loveland City Schools. As was identified previously, a significant portion of the foreign-born population in this area hails from various Asian countries, including Uzbekistan.

The correlation observed between school proficiency and the density of the foreign-born population indicates a potential link between educational outcomes and the presence of a diverse cultural background. Exposure to diverse cultures and experiences can enhance the learning environment, leading to a more comprehensive and varied educational experience. This, in turn, may positively influence academic achievement among students.





Map 5B.12: School Proficiency Index within Warren County. Source: HUD

Table 5B.9 below shows the number of census tracts in Warren County that fall within each of the School Proficiency Index (SPI) scores and what percent of students enrolled in those schools are in each race. As a reminder, the higher the SPI, the higher students ranked in their testing.

Index Score	Number of Census Tracts	White (%)	Black (%)	Hispanic (%)	Asian or Pacific Islander (%)	Multi-Racial (%)
0-20	N/A	N/A	N/A	N/A	N/A	N/A
20-40	2	53.01%	18.87%	14.81%	0.32%	12.81%
40-60	8	85.55%	4.54%	2.59%	0.44%	6.81%
60-80	11	69.34%	11.65%	12.65%	1.75%	4.26%
80-100	24	79.66%	2.63%	3.93%	9.45%	4.08%

Table 5B.9: School Proficiency Index by Census Tract and Demographic. Source: HUD



	Warren County	Mason/Deerfield Township
Total Population		
White, Non-Hispanic	82.88	98.3
Black, Non-Hispanic	80.61	95.75
Hispanic	86.33	95.05
Asian or Pacific Islander, Non-Hispanic	93.16	97.211
Native American, Non-Hispanic	82.66	N/A
Population Below Poverty Line		
White, Non-Hispanic	74.88	81.23
Black, Non-Hispanic	75.96	79.46
Hispanic	79.04	80.10
Asian or Pacific Islander, Non-Hispanic	75.24	82.53
Native American, Non-Hispanic	N/A	N/A

Table 5B.10: School Proficiency Index Within Warren County and Mason/Deerfield Township Source: HUD, Census

In Warren County, there is a correlation between poverty levels and school proficiency. Communities such as Mason /Deerfield Township have a High School Proficiency Index and a minimal portion of the County’s residents live below the poverty level. The City of Franklin and Franklin Township which has some of the County’s greatest concentration of residents living below the poverty line also has some of the County’s lowest School Proficiency Index. Nevertheless, this is not associated with concentrations of race or disability. Access to higher quality schools is more a function of geography and income, rather than race. For example, African Americans who live in the Mason City School District have better access to quality schools than do African Americans living in the Franklin City School District. This is true for each race except for Asians, who are more concentrated in Deerfield Township and the City of Mason area (Mason City School District) and thus have greater access to better schools. In Warren County, there is a weak relationship between residency patterns and school proficiency. Overall, the County’s school district has high proficiency schools. One of the County’s best performing school districts, Kings Local Schools (School Proficiency: 92.6) also includes the County’s only R/ECAP area and a high concentration of families with children.



The higher proficiency school districts impact growth rate and housing demand, price, and affordability. This in turn impacts lower income residents (voucher payment standards are often insufficient to rent in certain high proficiency school districts) and this in turn impacts single parent households with children. Developers build in these high proficiency school districts, and home buyers request them. Focus group participants offered recommendations that included permitting mixed-use neighborhoods with a wider variety of housing types and sizes. Participants felt that a multitude of strategies are needed to promote mixed-income neighborhoods. These efforts could help reduce poverty, remove stigma, improve access to services, and promote equity. The focus group felt that children from low-income families have better economic outcomes if they grow up in mixed-income neighborhoods and educators felt that students have better educational outcomes if they have access to early learning centers.

Warren County public schools have enrollment policies that have minimal impact on a student's ability to attend a proficient school — an attendance boundary that gives admission to those students who live within that boundary. However, several other issues that impact school funding was stated during the Educator's Focus Group meeting. The primary issue is school levies and their impact within lower-income communities versus higher income communities. Greater tax levy increases are needed in lower-income communities to secure the needed funds—a tax levy increase of one-mill in Franklin City School District raises less funds than one-mill in Mason City School District. This in turn impacts residents' disposable income and efforts for economic development. Due to the lack of funding, some school districts have been forced to make difficult decisions with their finances, resulting in staff cuts and the reduction of various academic programs. As budgets tighten, educators have questioned Ohio's school funding model that requires them to constantly ask the local communities for money to cover basic needs. The state provides supplemental funds based on student needs and demographics. This includes funding for students with disabilities, English learners, economically disadvantaged students, and those participating in career-technical education. Generally, these supplemental dollars are restricted to support these student subgroups.

Additionally, stakeholders cited several other factors that affect disparities in access to schools, however, none has a disproportionate impact on a protected class, except for single female headed households:

- Transportation – many low-income families lack transportation options.
- Parent's level of education and ability to navigate the system.



- Work schedules – “a catch-22” for single mothers receiving assistance, they are required to work, often leaving home early to make it to work on time, which leaves them little time to engage with their children’s education.

Another issue discussed is access to health services. More school-based health centers that provide students and families in the schools and residents in the community with medical, dental, and vision care were suggested. School-based health centers keep students in school and ready to learn, treat acute and chronic health problems immediately, and return students to class as soon as possible. This has the potential to increase academic achievement. With a School-Based Health Center, parents miss less work. The center can see students and staff members conveniently and easily during the school day. Warren County’s only school based-health centers in the Little Miami Local School District and the Franklin City Schools. Franklin is a priority area in terms of the need for health services, nevertheless, educators from other school districts have expressed the need for school-based health centers. They feel that school-based health centers have the potential to reduce disparities in health and access to physical and mental health care for students from the protected classes - race, familial status, and students with disabilities.

Educators state that students with disabilities are a primary focus of schools—a priority— and have a variety of resources available to them. Transportation is the primary challenge for schools to provide access to educational services for students with developmental disabilities and special needs students. Ohio state legislation requires a minimum passenger capacity vehicle to transport students. The minimum size vehicles are difficult for schools to secure –not manufactured at that size, thus schools utilize even larger vehicles which impact efficiency. The local school districts and legislators are discussing revisions to the state code to address this issue. Since children are entering school at vastly different levels of academic readiness, access to early childhood education and high-quality daycare (certified) for lower-income and minority children is essential to leveling the playing field.

The Warren County Community Services operates four early learning centers that are easily accessible to lower-income families, including the R/ECAP area. These centers are in the cities of Carlisle, Franklin, Lebanon, and South Lebanon, communities with a significant proportion of the County’s low-income residents.



The Warren County Career Center job training resources programs, offered in several locations within the County, particularly in low to moderate income areas reduce disparities in access to education. The Career Center plays a key role in

adult education and ensuring the Warren County residents are prepared to successfully navigate changing labor markets by providing re-skilling and up-skilling programs. As identified in **Table 5B.11**, these programs provide significant progress towards providing access to

Barrier	Number of Students	Students With Identified Barrier (%)
ESL, Cultural Barriers	339	100%
Homeless, Runaway Youth	3	0.9%
Low-Income Individuals	28	8.3%
Individuals with Disabilities	6	1.8%
Single Parents	11	3.2%

Table 5B.11: Warren County Career Center Student Barriers. Source: WCCC

adult education, regardless of barriers, especially for students with cultural barriers or are ESL.

Employment

The Labor Market Engagement index provides a measure of the unemployment rate, labor-force participation rate, and percent of the population ages 25 and above with at least a bachelor’s degree. Values are percentile ranks and range from 0-100. The higher the score, the higher the labor force participation and human capital in a neighborhood. The tables included provides a breakdown of the racial components of the index, showing how each component contributes to the overall labor market engagement ranking. These tables help identify the racial factors that contribute to higher or lower levels of labor market engagement. As the Labor Market Index map illustrates below, the labor market indices are significantly higher in western Warren County. Within the County, strong labor markets are the City of Mason/Deerfield Township, and the cities of Monroe, Middletown, Lebanon. and Springboro. The lowest Labor Market Index areas are the northeast quadrant of the City of Lebanon, the City of Franklin, and portions of the City of Carlisle. The lowest Labor Market Index areas also correspond with a concentration of public housing facilities.

Map 5B.13 and **Table 5B.12** below show that Asians are more likely to live in areas with a high Labor Market Index. For Black, Non-Hispanics their educational level and unemployment rate, result in the County’s lowest Labor Market Index score of 50.46. Blacks and the population below the federal poverty line are more likely to live in neighborhoods with a low Labor Market Index. The table indicates that Black, Non-Hispanics below the poverty line have a higher Labor Market Index score (66.48) than Black,

Non-Hispanics in the general population (50.46). This indicates that the black population below the poverty line is possibly more educated, experience lower unemployment rates, and have greater labor force participation, than Blacks above the poverty line. This may be explained by the impact of the state and county correctional facilities (western Warren County) and the industrial sector that Blacks below the poverty line find employment.

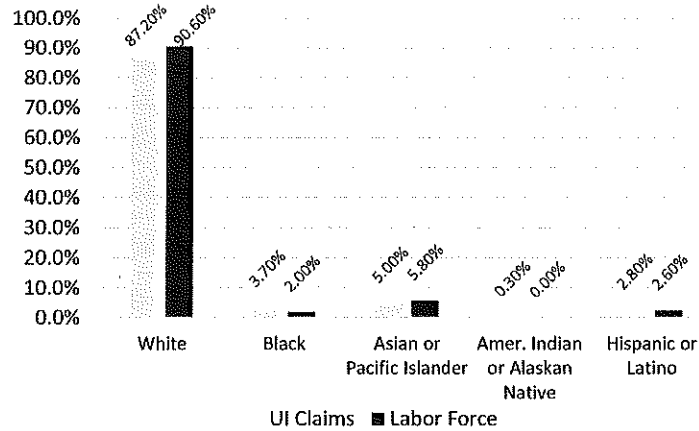
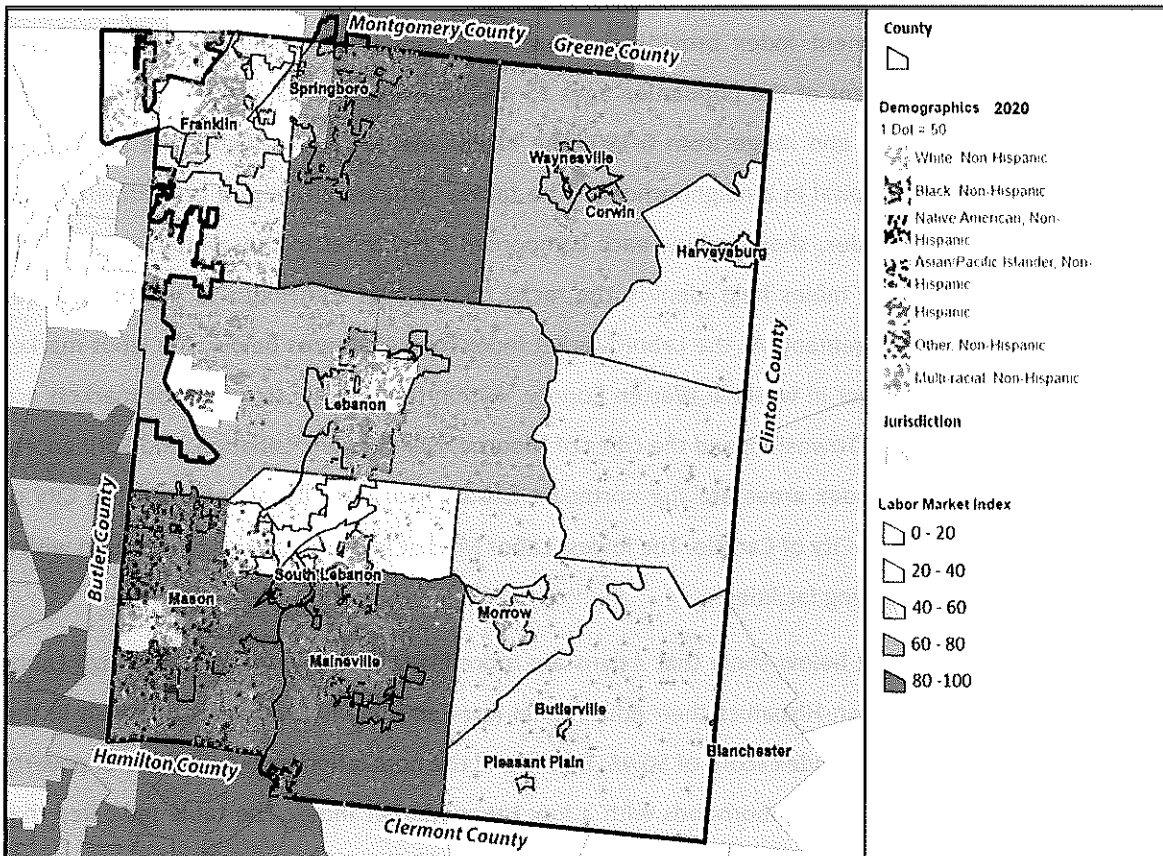
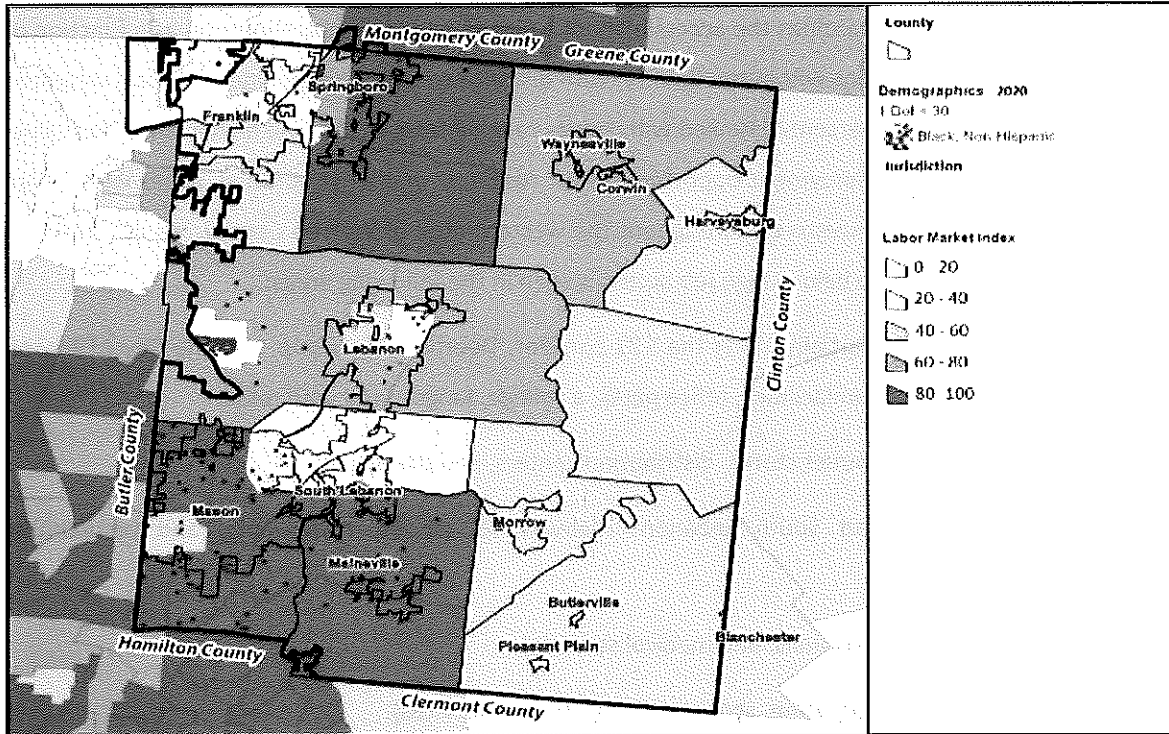


Figure 5B.1, on the right, compares the demographic characteristics of unemployment insurance claimants (UI) and people in the labor force.

Figure 5B.1: Race, UI Claims vs Labor Force, 2020. Source: Ohio Bureau of Labor Market Information



Map 5B.13: Labor Market Index by Demographic within Warren County. Source: HUD



Map 5B.14: Labor Market Index by Demographic within Warren County. Source: HUD

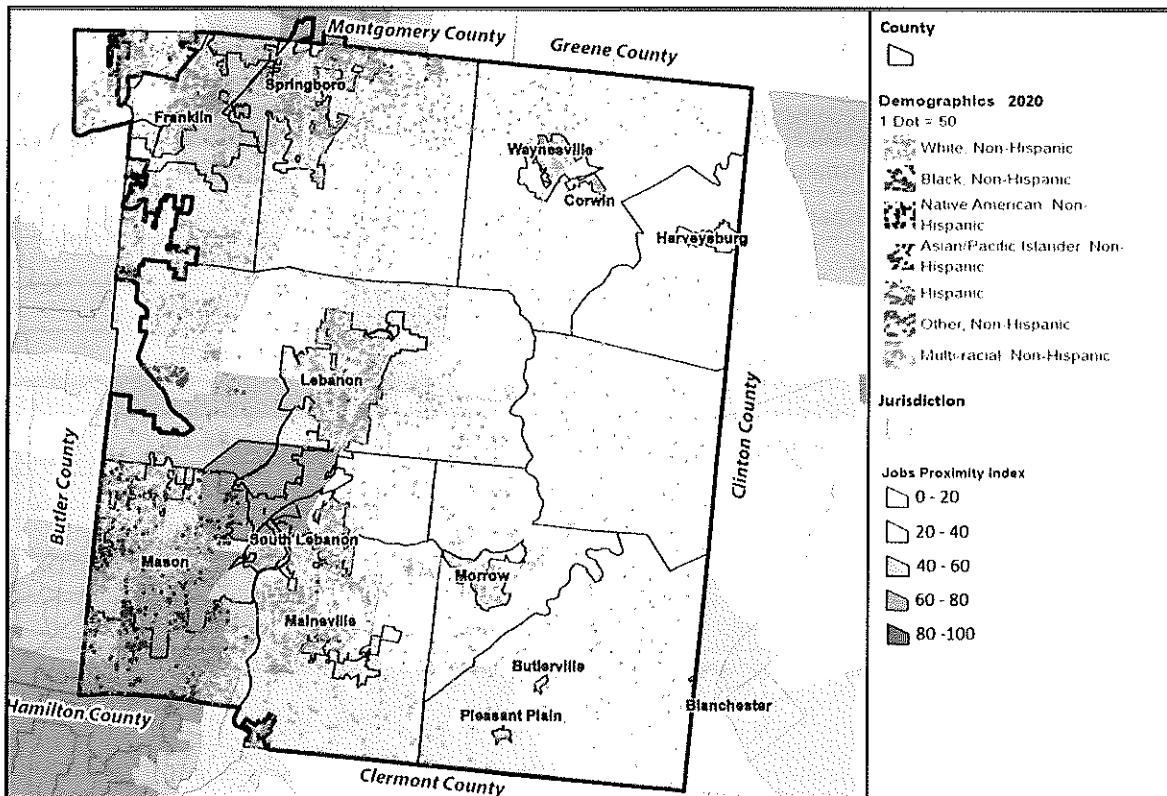
	Warren County	Mason/Deerfield Township
Total Population		
White, Non-Hispanic	72.30	86.71
Black, Non-Hispanic	50.46	84.2
Hispanic	75.28	82.96
Asian or Pacific Islander, Non-Hispanic	86.77	80.91
Native American, Non-Hispanic	68.97	86.97
Population Below Poverty Line		
White, Non-Hispanic	58.71	86.16
Black, Non-Hispanic	66.48	83.43
Hispanic	65.49	89.68
Asian or Pacific Islander, Non-Hispanic	52.99	65.42
Native American, Non-Hispanic	N/A	N/A

Table 5B.12: Labor Market Index by Demographic and Population within Warren County. Source: HUD



The Jobs Proximity Index quantifies the accessibility of a given residential neighborhood as a function of its distance to all job locations within the County, with distance to larger employment centers weighted more heavily. The Index is percentile ranked with values ranging from 0-100. The higher the Index value, the better the access to employment opportunities for residents in a neighborhood. Areas with a high proximity to jobs index are scattered throughout the western area of Warren County. As illustrated in the Job Proximity Index map below, high job access is seen in the following areas:

1. The I-75 corridor and partially along the I-71 corridor, Deerfield Township, and the City of Mason with factories, production facilities, office parks, a college, Kings Island, and retail.
2. Monroe—Highway 63 (outlet stores, distribution centers, and the racino).
3. Hamilton Township and South Lebanon—Highway 48 (shops, restaurants, and recreational destinations).
4. Middletown (AK Steel, hospitals, and medical services).
5. Lebanon (County administration, shops, restaurants, and services).



Map 5B.15: Jobs Proximity Index by Demographic within Warren County. Source: HUD



The minorities, and residents within the protected classes, are concentrated in the population center and corridors of western Warren County. These population centers are also the areas with the highest job concentration. However, expanding access to the broadest possible labor market and jobs and ensuring that residents of the protected classes can reach jobs, beyond their immediate community with the lowest possible cost and stress is the primary issue. **Table 5B.13** indicates that Asian/Pacific Islander, Non-Hispanic, and Black, Non-Hispanics are best able to access jobs. Income (above and below the poverty line) does not significantly impact job proximity, except for the Hispanic population that experiences a Jobs Proximity Index of 50.72 above the poverty line and 38.70 below the poverty line.

	Warren County	Mason/Deerfield Township
Total Population		
White, Non-Hispanic	42.23	70.31
Black, Non-Hispanic	55.38	71.05
Hispanic	50.72	69.78
Asian or Pacific Islander, Non-Hispanic	64.50	61.48
Native American, Non-Hispanic	37.56	64.17
Population Below Poverty Line		
White, Non-Hispanic	43.78	67.98
Black, Non-Hispanic	51.37	60.81
Hispanic	38.70	54.06
Asian or Pacific Islander, Non-Hispanic	74.76	68.86
Native American, Non-Hispanic	N/A	N/A

Table 5B.13: Jobs Proximity Index by Demographic and Population Below Poverty Line within Warren County. Source: HUD

Because employment is so closely linked to a family’s ability to rent, purchase, own, and continuously afford a home, it is important to understand residential living patterns in Warren County and how residents engage in the labor market. The maps and tables indicated that in Warren County families live primarily within the western portions of the County, where the employment centers are clustered, and thus residents, including those below the poverty line, can easily engage with the labor market. However, within the eastern portions of the County (rural, more affordable housing and lower cost of living); there are limited offerings for good paying jobs, higher education, and services, and requires



higher transportation costs. These areas have historically been isolated from economic development activities, access to employment, and access to advanced and adult education.

Distance in the rural regions presents a significant barrier with increased costs for transportation and limited resources related to public transit. The distance from a potential employer limits options for persons applying for jobs. Reliable transportation in the form of a personal vehicle or public transit where accessible often is a determining factor in choosing to even apply. Thus, many residents within the protected classes, live within the western portion of the County.

Low educational attainment and lack of job skills present a greater challenge to a person’s ability to obtain a job. Between 2010, and 2020, the ratio of Warren County residents with at least a bachelor’s degree grew by 13.7%. There are now more than 73,000 residents within Warren County with a four-year degree or better. Nevertheless,

among the degree-holding residents, there is a persistent racial disparity in educational attainment. So, while having more college-educated residents is positive, who have these degrees reveal reasons for disparities in access to jobs. The growth in degree-holding minority residents (excluding Asians) is lower for Blacks and Hispanics and thus, they have the highest unemployment rates at 4.7% and 4.2% respectively (see **Figure 5B.2**).

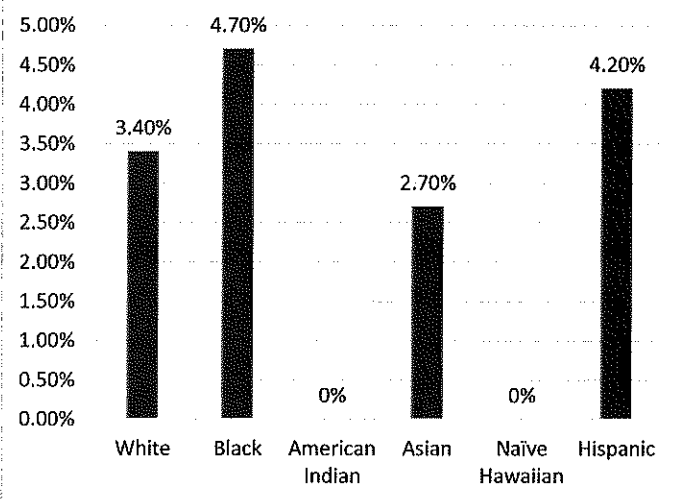


Figure 5B.2: Unemployment Rate by Race/Ethnicity. Source: 2020 ACS

The Career Center speaks to this education and job skills mismatch. With fewer good-paying jobs for individuals with less than a college degree, jobs either fall into the service/retail category—low wages and limited upward mobility. The Career Center advanced training programs make better paying jobs accessible for residents without college degrees.

Focus group participants representing public housing clients felt that it was “difficult” or “somewhat difficult” to get to places with jobs their clients would want to have. Job access between community and employment centers is problematic for low-income families and single female headed households. Employment centers such as Mason/Deerfield Township have limited public transit service, with

residents utilizing the County's on-demand transit system or quicker but more expensive private transportation service. Access to affordable and certified daycare is also correlated to access to jobs, this is particularly impactful to single-female head of households with children.

Focus group comments revealed that low-income workers with reliable private transportation, often choose to live in nearby communities (Middletown, and areas of Montgomery County) adjacent to Warren County, that have more affordable housing. Nearly 70% of the County's work force live outside of the County (ODJFS), thus there are several pockets for low-income residents and several R/ECAP areas adjacent to Warren County identified as R/ECAP areas (See **Section ii. Racially or Ethnically Concentrated areas of Poverty (R/ECAPs)**). Low-income workers are less likely to be able to afford housing within Warren County and will need additional subsidies to do so.

Transportation

HUD provides program participants with two indices to help participants understand transportation opportunities. The Low Transportation Cost Index (LTC) measures the cost of transport and proximity to public transportation by neighborhood. The LTC Index ranges from 0 to 100, and the higher the index, the lower the cost of transportation in that area. HUD states that transportation costs may be low for a range of reasons, including access to public transportation and the density of homes, services, and jobs in the neighborhood and surrounding community. As expected, the HUD provided Transportation Cost maps illustrate that transportation cost increases in the eastern and rural portions of the County. Communities that serve as centers for employment, education, and services, such as Deerfield Township, and Springboro, have lower transportation costs. Another factor is the proximity of these communities in the western portion of the County to regional centers (Cincinnati, Dayton, and Middletown). Although, the western portions of the County, with the most concentrated areas of residents identified within the protected classes, experience lower transportation cost, generally, transportation cost within Warren County is high. The County's high transportation cost is a factor of limited transit services. **Map 5B.16** below illustrates that Mason/Deerfield Township area (the darkest) has the highest LTC index (lowers transportation cost) in the County. Communities with a higher percentage of low-income residents have a lower score (greater transportation cost). As one moves to the east, the cost of transportation increases.

Table 5B.14 below breaks down the Low Transportation Cost Index by race/ethnicity, this index is based on estimates of transportation costs for a family that meets the following description: a 3-person single-



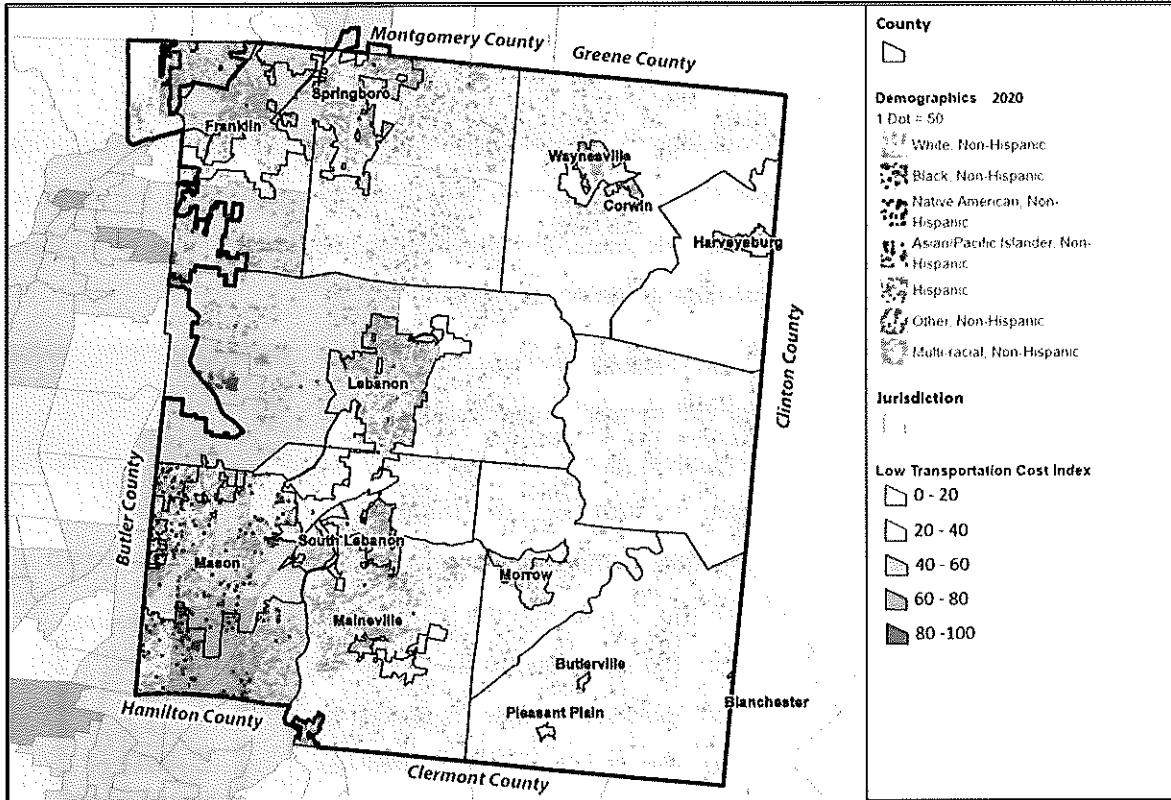
parent family with income at 50% of the median income for renters for the region. Demonstrated in this table, the County does not exceed a score of 48 for the total population, indicating high transportation costs and low access to public transit throughout the County.

	LCT	TI
Total Population		
White, Non-Hispanic	39.74	32.59
Black, Non-Hispanic	47.01	46.01
Hispanic	43.39	35.42
Asian or Pacific Islander, Non-Hispanic	44.82	41.36
Native American, Non-Hispanic	40.21	32.01
Population below federal poverty line		
White, Non-Hispanic	43.88	33.06
Black, Non-Hispanic	45.61	37.41
Hispanic	48.02	33.10
Asian or Pacific Islander, Non-Hispanic	50.85	35.73
Native American, Non-Hispanic	N/A	N/A

Table 5B.14: Low Transportation Cost Index (LTC) and Transit Index (TI). Source: HUD

The data in Table 5B.14 shows that the entire County has a LTC score of less than 48, which indicates that, overall, the County’s transportation cost is somewhat high. Transportation costs tend to be lower near the major community centers, where low-income residents tend to live. As such, these residents tend to live in areas with relatively High LTC Index scores. When considering who is most affected by the limited transportation access, individuals who are in the most outer lining area of the County are presented with the most barriers. Residents within western Warren County experience the highest access and lowest cost for accessing the public transit system. Further analysis of other protected class groups reveals the following access to low-cost transportation indices:

- Families with children: 50.87
- With a disability: 45.43
- Foreign born: 92.15



Map 5B.16: Low Transportation Cost Index (LTC) by Demographic. Source: HUD

Families with children and people with disabilities appear to be within range of the general population.

The Low Transportation Cost Index (LTC) and Transit Index (TI) are low within Warren County indicating high transportation costs and limited access to public transportation. Within Warren County, very little difference exists among residents in terms of the prospect to live in the lowest transportation cost areas, although a lack of transportation poses major hardships in conducting

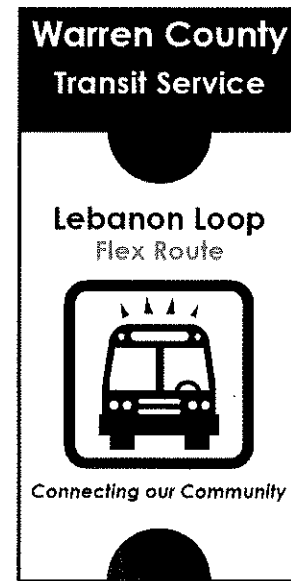


activities for daily life. Dense pockets of residents exist in both the low and higher transportation cost areas of the County and dense pockets of the protected class (race, disability, family size) residents exist in both the low and higher access to transportation areas of the County. The range within both indexes is very narrow, indicating insignificant differences in transportation cost and access to transportation. Thus, very little impact on the County's residential living pattern. The Census, 2021 ACS 1-Year estimates that few (3%) of Warren County households (2,743 households) are without a car. Irrespective, segments of the protected classes contend with limited transit and public transportation services that

can increase travel time, and many of the higher-paying positions and high opportunity areas are based beyond the reach of scheduled public transit.

For this segment of the population (individuals with a disability and elderly residents), transportation options may be a contributing factor that dictates where they live. The options are live close to employment and service centers if affordable housing is available or live in rural areas or adjacent communities (affordable housing with greater transportation cost).

Presently, transit in Warren County is provided by Warren County Transit Services (WCTS) and by diverse county and nonprofit organizations. These service providers are allocating their resources as efficiently as possible to transport their clients, users, and consumers. WCTS operates the Lebanon Loop, a fixed-route service to key destinations within Lebanon, in addition, to on-demand Countywide transit service. The only fixed route is within the City of Lebanon, nevertheless, reliance on the fixed route usually requires walking to get to the ultimate destination. Fixed route service is difficult to achieve in Warren County because of past residential development practices (low density, primarily single-family residential development). Transportation expenses such as bus fares and gas prices are 10% higher in Warren County than the national average, which can be a significant burden

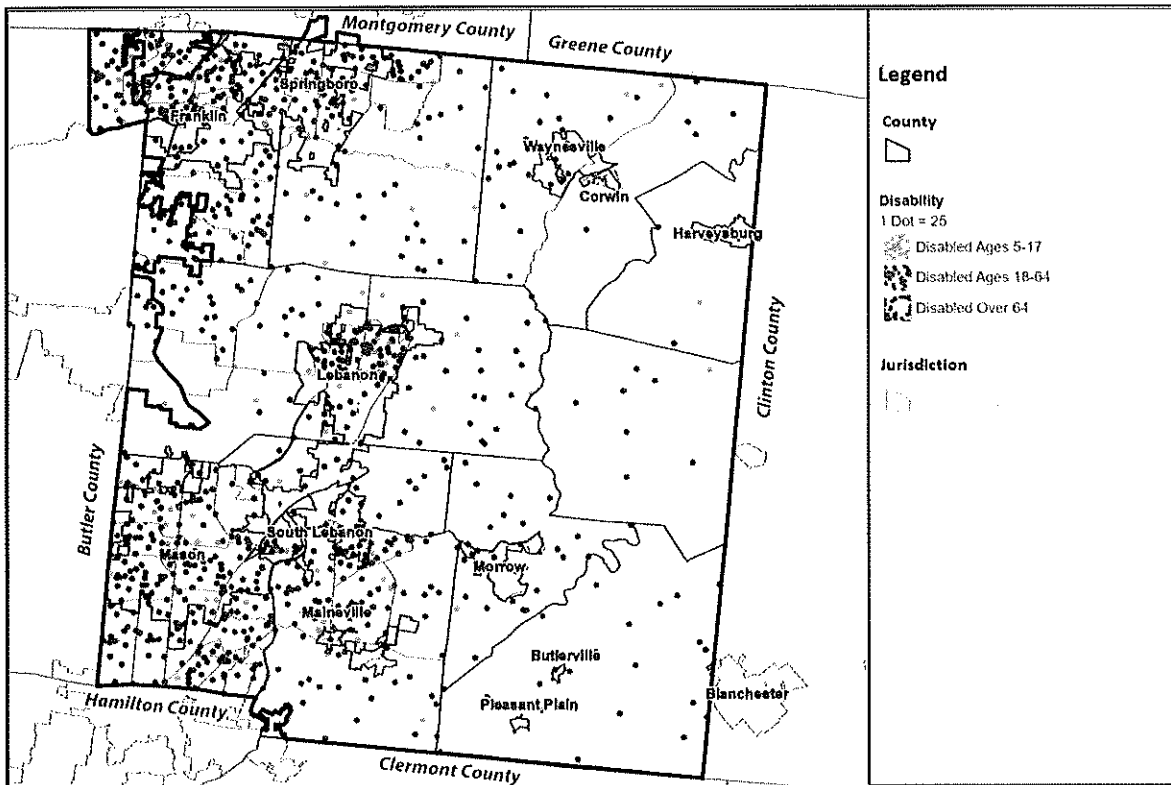


for low-income households. Focus groups also identified primary issues related to housing affordability and transportation throughout the County.

Comments highlighted issues concerning access to jobs for single-female head of households with children and low-income residents, transportation for students with disabilities, access to higher education and job training for low-income families, and access to the second shift and after 5 pm employment. Many low-income workers often have difficulty accessing services such as childcare because of inadequate transportation. In addition, some jobs require working evening or weekend hours, but the current transportation system does not operate during these times. The lack of access to affordable transportation for low-income workers, rural residents, seniors, and children makes the trip to work, school, and medical appointments difficult. The protected class that seems to be most impacted is single-female head of household with children, in particular, abused women living in safe houses.



In addition, residents with disabilities need more than nearby transit. These individuals require vehicles and routes to transit stops that meet Americans with Disabilities Act (ADA) requirements with features such as kneeling buses, curb ramps, elevators to station platforms, and enhanced signals and communication devices for information and safety. This need is partially met by The Warren County Board of Developmental Disabilities and other public services agencies that provide transportation services for residents with disabilities.



Map 5B.17: Persons with Disabilities within Warren County. Source: HUD

Map 5B.17 illustrates that residents with disabilities in Warren County are concentrated in areas near employment and service centers, such as educational institutions, medical facilities, and retail establishments. However, the lack of adequate public transportation, particularly in the rural eastern parts of the County and between high-opportunity communities, poses a significant barrier to accessing these opportunities.

The lack of sufficient and accessible public transportation options presents a significant obstacle for residents with disabilities, hindering their mobility and independence. This limitation makes it challenging for them to commute to work, access essential services, and engage fully in community

activities. This transportation challenge can be further evaluated in order to enhance the quality of life and expand opportunities for individuals with disabilities in Warren County, particularly in underserved rural areas, in-turn bridging the gap between communities with greater resources and opportunities. By improving transportation accessibility, we can empower individuals with disabilities to lead more inclusive and fulfilling lives.

Access to Low Poverty Neighborhoods

HUD provides a Low Poverty Index, which measures the poverty rate by neighborhood. In effect, a higher value on this index indicates a higher likelihood that a family may live in a low poverty

Total Population	
White, Non-Hispanic	80.86
Black, Non-Hispanic	89.11
Hispanic	81.32
Asian or Pacific Islander, Non-Hispanic	90.95
Native American, Non-Hispanic	77.59
Population below federal poverty line	
White, Non-Hispanic	65.40
Black, Non-Hispanic	72.20
Hispanic	60.30
Asian or Pacific Islander, Non-Hispanic	60.08
Native American, Non-Hispanic	N/A

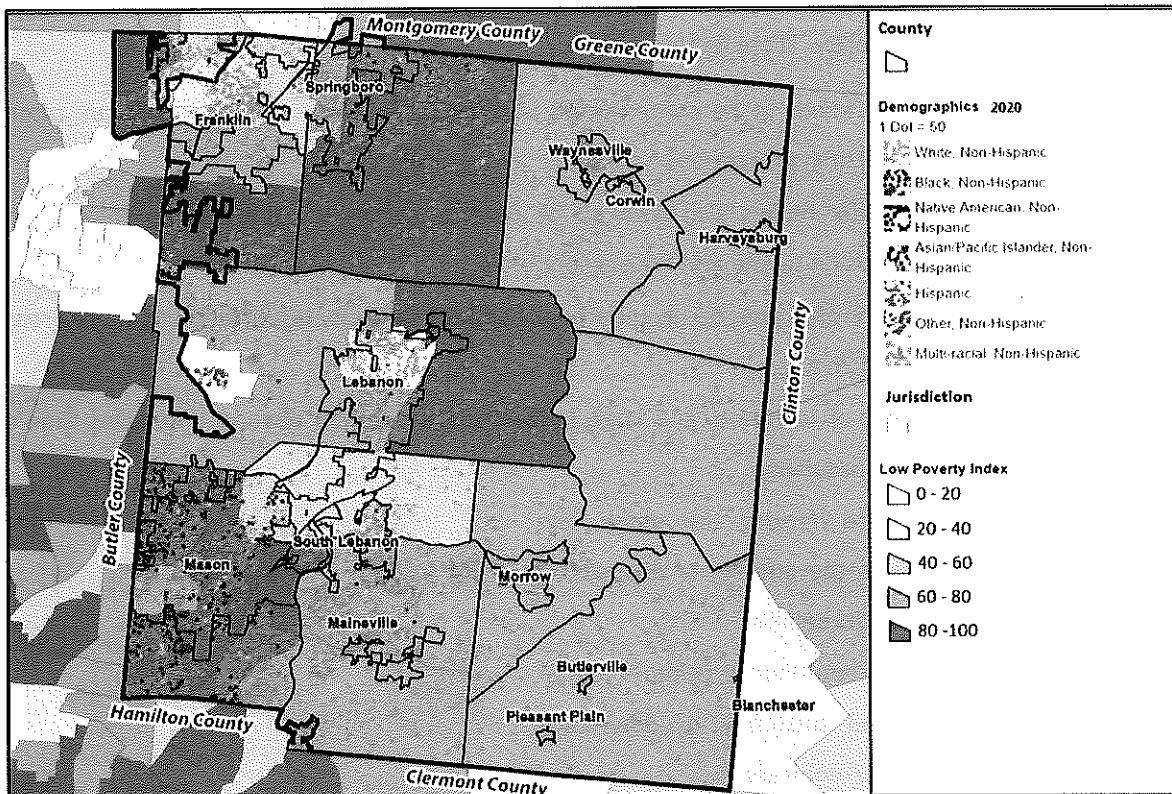
Table 5B.15: Low Poverty Index. Source: HUD

neighborhood. The Index captures poverty with ratings between 0-100 with the higher score being ideal as it indicates less exposure to poverty. As seen in **Table 5B.15**, individuals that identify as White, Non-Hispanic, and Native American, Non-Hispanic score the lowest indicating they are the most exposed to poverty, Below the poverty line Asian or Pacific Islander, Non-Hispanic are most exposed to poverty (60.08). The group with the most exposure comparable to the Asian community includes Hispanics with a rating of 60.30. When analyzing how living above or below the federal poverty line contributes to a Low Poverty Index score, it is a significant factor, for the Asian community, which has the least exposure to poverty for their total population, but

those below the poverty line have the greatest exposure.

Map 5B.18 identifies Mason/Deerfield Township, Springboro/Clearcreek Township, and eastern Turtlecreek Township as the most prosperous areas of the County. Residents of the high-poverty neighborhoods are more likely to live in substandard housing that can expose children to multiple health hazards including lead poisoning and asthma. The impact of living in poor neighborhoods extends beyond immediate living conditions and has long-term consequences, particularly for children. One significant effect is the limited access to quality education and job opportunities, which can hinder social

mobility and have intergenerational implications for health outcomes. In Warren County, it is notable that Hispanic and Asian identifying households below the federal poverty line face a heightened risk of health issues due to their exposure to poverty. This highlights the importance of addressing disparities and providing support to vulnerable communities to improve their overall well-being and break the cycle of poverty and its associated health challenges.



Map 5B.18: Low Poverty Index by Demographic. Source: HUD

The location of public housing and public housing assistance also influences residential living patterns within the County. Public housing and public housing assistance are concentrated within the cities of Lebanon, Franklin, and South Lebanon (see **Section C. Publicly Supported Housing Analysis**). This pattern also overlaps with the location of high poverty neighbors. The demographics of the three most impoverished census tracts are documented below.

Census Tract	Families below the Poverty Line	White (%)	Black (%)	Hispanic (%)	Asian or Pacific Islander (%)	Native American (%)
302	12.6%	97.7%	0.2%	0.0%	0.5%	0.0%



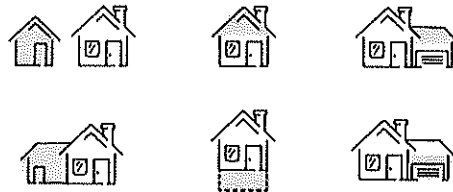
314	8.3%	90.8%	4.1%	4.9%	0.0%	0.0%
325.02	16.7%	95.7%	0.3%	0.0%	3.0%	0.0%

Table 5B.16: Demographics of Census Tracts with Highest Poverty Levels. Source: Census

Based on focus group discussions, several factors were identified as contributors to the limitations individuals face in accessing low poverty neighborhoods due to development allowances, zoning regulations, and land availability. These factors include:

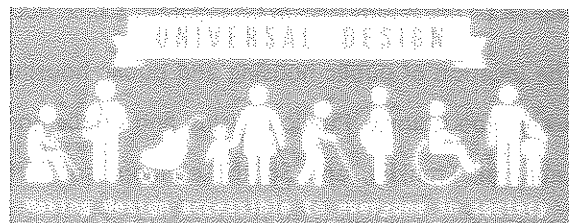
- Lower cost housing tends to be concentrated in older parts of the County which can often include substandard utility conditions or options.
- Areas that have older homes also seem to be used as investment properties (rentals) and remove the emphasis on permanent housing options.
- Limited investment in high poverty neighborhoods and the difficulty of transitioning these areas to neighborhoods of choice.
- Concentrated areas of large lots and large home sizes within low poverty areas and thus a reduction in unit affordability.

- Land availability and housing cost within low poverty areas limits the offering of diversity in housing units and affordability.



- Need for exploring multifamily options (upper story residential) in proximity to downtown cores and high opportunity areas.

- The County is missing the middle-housing, senior housing, accessory dwelling units, visitability housing, and additional dwelling unit options. Zoning amendments and incentives could be developed.



- Community engagement is limited by what the community understands about why things are not built-in certain areas. Limited community acceptance of change, particularly to address affordable housing and permitting diverse housing types.

To overcome these limitations and promote access to low-poverty neighborhoods, a comprehensive approach is needed, and could emphasize policy reforms, initiatives for affordable housing, equitable

zoning practices, and investments in community development. By addressing these factors, Warren County could create more inclusive and equitable neighborhoods that offer opportunities for individuals from diverse socio-economic backgrounds to access low-poverty areas and benefit from their advantages.

Access to Environmentally Healthy Neighborhoods

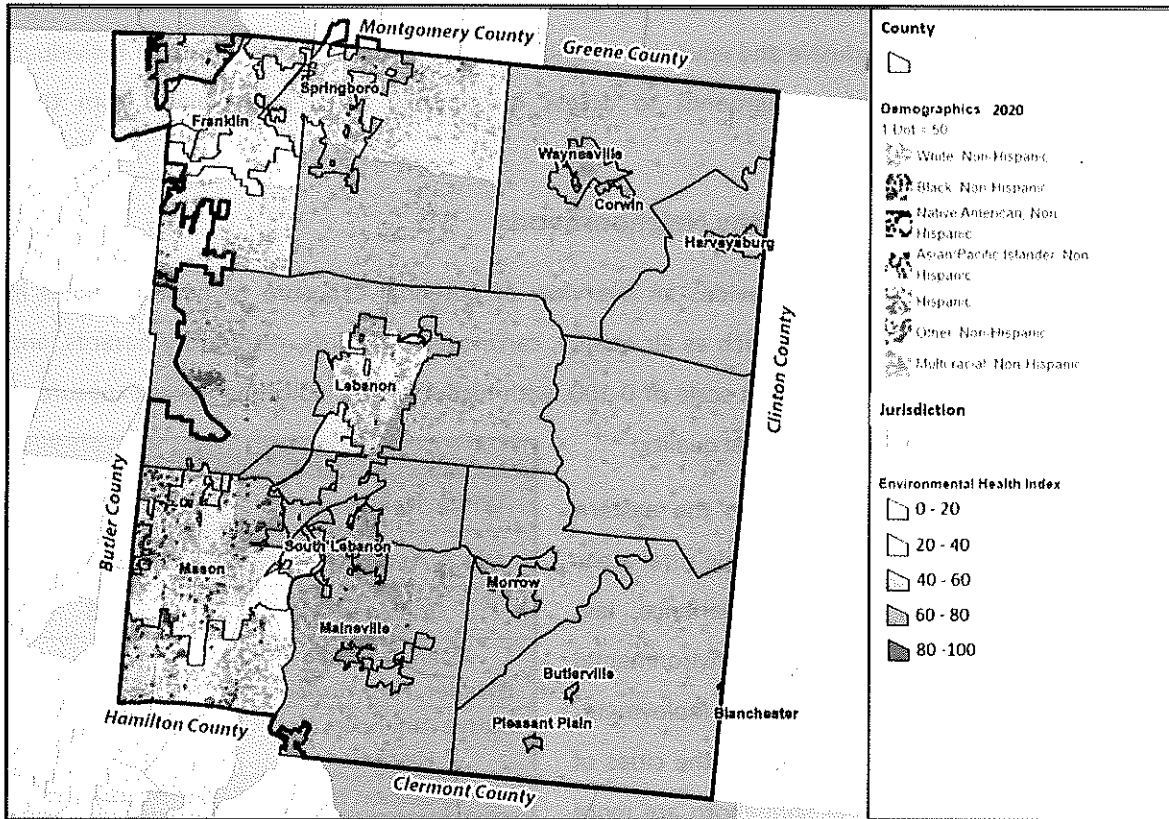
The Environmental Health Index provides an overview of potential exposure to harmful toxins in neighborhoods, considering factors such as air quality, carcinogenic hazards, respiratory hazards, and neurological hazards. The index uses a scale of 0-100, with higher scores indicating lower exposure to harmful toxins and better environmental quality.

According to **Map 5B.19**, residents in the eastern portions of Warren County, which include rural areas with lower population density, experience less exposure to toxins and have a higher Environmental Health Index score. On the other hand, employment, service, and population centers such as the cities of Mason, Lebanon, Franklin, and Springboro are more exposed to harmful toxins, resulting in lower Environmental Health Index scores. This information helps identify areas with varying levels of environmental quality and can guide efforts to mitigate exposure to toxins and improve overall environmental health in Warren County.

Total Population	
White, Non-Hispanic	55.10
Black, Non-Hispanic	56.95
Hispanic	53.13
Asian or Pacific Islander, Non-Hispanic	47.51
Native American, Non-Hispanic	56.19
Population below federal poverty line	
White, Non-Hispanic	53.26
Black, Non-Hispanic	51.52
Hispanic	58.22
Asian or Pacific Islander, Non-Hispanic	44.04
Native American, Non-Hispanic	N/A

Table 5B.17: Environmental Health Index. Source: HUD

Map 5B.19 and **Table 5B.16** demonstrate residency patterns of racial/ethnic, national origin, and families with children to levels of potential exposure in the County. This further indicates that income makes a difference in the potential for environmental exposure. Each demographic group to the general population or below the federal poverty line - all scores when living below the poverty line are under those for the general population, except for Hispanics. Hispanic residents below the poverty line are less exposed to harmful toxins. Asians living below the poverty line have the lowest score (44.04) whereas Hispanics living below the poverty line has the highest score (58.26). All races above and below the poverty line still score a low rating.



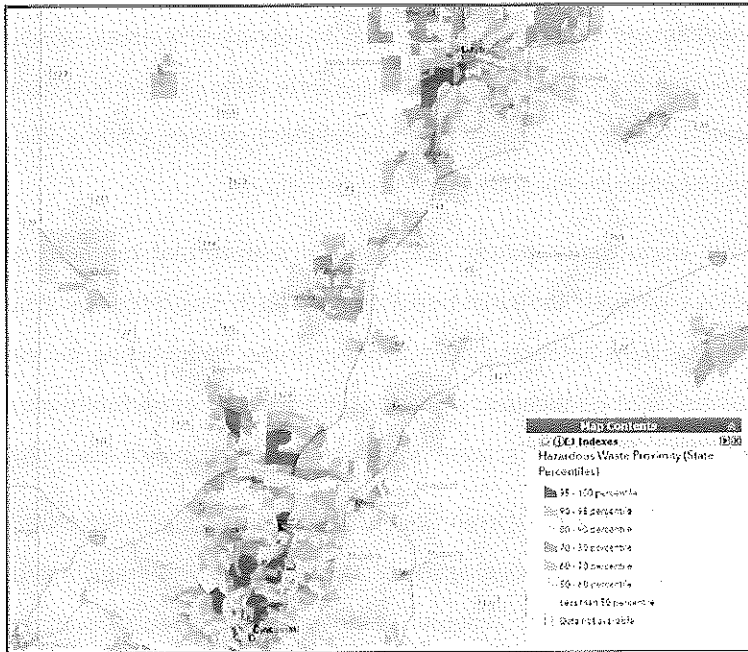
Map 5B.19: Environmental Health Index by Demographics. Source: HUD

Environmental health seems to have minimal impact on the County's residential patterns. The most pristine environmental areas are the rural areas in the eastern portion of the County. The population and employment centers, where most of the general and the protected class populations are located are subject to greater airborne pollution.



This suggests that factors such as job opportunities, amenities, and access to services may play a more significant role in shaping residential choices in the County. While the environmental areas in the rural parts of the County offer cleaner air quality, the population centers with higher pollution levels attract more residents due to the presence of employment opportunities and essential services. Understanding these dynamics can inform efforts to improve environmental conditions in the population centers and promote sustainable development practices that mitigate the impact of pollution on residents' health and well-being.

In reviewing **Map 5B.19** and **Map 5B.20**, there are several areas within Warren County with a low Environmental Health Index. While some of these areas are related to larger manufacturing facilities, in adjacent counties others are not as clearly explained. The data displayed is from 2011, and overall levels of industrial use in the County have increased, however, generally recent industrial uses are mainly light industrial uses. Further, the County has few



Map 5B.20: Hazardous Waste Proximity Within the Region. Source: EPA

brownfield sites, and major brownfield sites such as the Peters Cartridge Factory have been remediated and reused for non-industrial purposes. Data from the EPA's Environmental Justice Screening and Mapping Tool indicate that some census tracts within the City of Franklin and the City of Lebanon, primarily where low-income residents and public housing complexes are located, have lower life expectancy and greater rates of heart disease and asthma. However, there is no documentation that this correlates with the Environment Health Index, and may be more related to disparities in access to medical services.

Patterns in Disparities in Access to Opportunity

This section takes a holistic look at the disparities in access to opportunity throughout the County. It combines local knowledge and experience with the data that is presented throughout this report. The Opportunity Indices distill complex data into values that simplify comparisons between both neighborhoods and population groups (race/ethnicity). This is done in two steps. First, the data for each opportunity indicator (e.g., schools, poverty) are quantified for each Census tract in the area. Second, the index itself is calculated based on where people in particular race/ethnicity groups live.

“Higher values for a particular race/ethnicity indicate a greater likelihood that they reside in Census tracts with greater access to that opportunity indicator. The indices values range from 0 to 100. The higher the value, the greater the access to opportunity. For example, a high value in the Low Poverty



Index would indicate greater access to low poverty areas, while a low value in the Low Poverty Index would indicate less access to low poverty areas. Similarly, a high value in the School Proficiency Index would indicate greater access to proficient schools, while a low value in the School Proficiency Index would indicate less access to proficient schools.

“The Opportunity Indices have another feature that can help make comparisons. They present index values for both the total population by each race/ethnicity group, and present data for members of those groups below the Federal poverty line. By adjusting for income in this way, the indices can shed further light on whether disparities in access to opportunity are the result of differences in income or whether other factors, such as place of residence, play a role,” (Source: AFFH Rule Guidebook).

- **Education:** Warren County School districts all have proficient schools. However, it appears that individuals residing in portions of the City of Franklin and the City of Carlisle have lower access to proficient schools. Based on Focus Group discussions the issue of access to education centered primarily on access to early learning centers and adult and vocational training. Single-female Head of Household families struggling with daycare, transportation, and housing was identified as the group that has less access to early learning centers and adult and vocational training.
- **Employment:** It does not appear that race affects access to employment opportunities, except for the Black, Non-Hispanic community. Black residents living below the poverty line have greater labor market access and greater job proximity than the general Black population. Although HUD tables indicated that residents have good access to jobs. Focus group participants noted that a lack of transportation affects, Single-female Head of Household families, residents with disabilities, and low-income families from better access to jobs outside of their immediate community.
- **Transportation:** Access to transportation and transportation cost within Warren County seems to be more correlated with geography, than race or a protected class group. All segments of the County's population experience high transportation costs and limited access to public transportation.
- **Poverty:** Although all segments of the County experience high transportation costs and limited access to public transportation, limited transportation impacts Single-female Head of Household families; abused women, residents with disabilities, and low-income families from better access to high opportunity and low poverty communities. The lack of affordable housing, community



resources, and developable residential sites, within the established high opportunity and low poverty communities (the City of Mason, Deerfield Township, City of Springboro) was identified as a challenge to improve access to these communities. The tables indicate that all segments have a high index score for access to high opportunity and low- poverty communities. Nevertheless, focus groups comments and the HUD Maps indicate that residents of the Black, Non-Hispanic and the Hispanic community are the groups most impacted by a lack of access to communities such as the cities of Mason and Springboro. An analysis of the Job Proximity Index shows clusters of employment exist throughout the County, particularly in the western portion of the County. The areas of the County with the most jobs are Mason/Deerfield Township, and the cities of Springboro, Franklin, and Lebanon. Mason/Deerfield Township and the City of Springboro, with high JPI also has a concentrated cluster of White Non-Hispanics and Asians/PI. The City of Franklin has a cluster of White Non-Hispanics, low-income residents. The City of Lebanon has a few tracks that register with high Black or Hispanic individuals.

- **Health:** Asian or Pacific Islander, Non-Hispanic concentrate in the cities of Mason/Deerfield Township and the City of Springboro are disproportionately subject to greater airborne pollution.

Other factors that impacted employment, housing, and transportation included access to healthcare and mental healthcare providers, substance abuse assistance, victims' assistance, and other wrap-around services. Focus group participants noted the strong links between educational achievement and access to early learning centers and health services. In addition, the cost and access to transportation was identified as a major issue that impacts elderly residents, single-female head of households, and individuals with disabilities including residents in need of substance abuse treatment. For residents in need of substance abuse treatment, their ability to get that treatment directly impacts their ability to maintain a job and housing. If they are unable to get to appointments due to a lack of transportation, they will likely be unsuccessful in a program, are less likely to maintain employment, and are at a greater risk for homelessness. In this way, employment, transportation, and housing are critically linked, and are linked to other services provided throughout the County. The County's zoning codes all allow recovery centers, however, their approval usually includes a public hearing process that is typically associated with resistance from the community.





The County's overall Environmental Health is relatively low, except in the rural areas. There are some areas where the Environmental Health Index disproportionately impacts Black, Hispanic, and low-income families. Programs and policies could target these neighborhoods to help improve the quality of life in these areas.

2. Additional Information

The program participant may also describe other information relevant to its assessment of disparities in access to opportunity, including any activities aimed at improving access to opportunities for areas that may lack such access, or in promoting access to opportunity (e.g., proficient schools, employment opportunities, and transportation).

It appears that individuals, including Blacks, Non-Hispanic, and Hispanics, residing in the northeast quadrant of Lebanon (a concentration of public housing) and northern South Lebanon are more reliant upon public transportation (as made apparent by the high transportation cost and increased transit trips), a higher percent of households with lower environmental health indices. It is observed on the HUD Maps that individuals of Hispanic and Black, Non-Hispanic descent are more segregated in these areas of the County and therefore have the least overall access to high opportunity areas as compared to other race/ethnicities. It does not appear that familial status affects exposure to adverse community factors.

3. Contributing Factors of Disparities in Access to Opportunity

- **Access to financial education**

During stakeholder interviews and focus group discussions, financial institutions in Warren County highlighted the availability of credit counseling opportunities for residents. These services aim to educate individuals about credit management, financial planning, and improving their financial literacy. Financial institutions also emphasized the



importance of promoting financial education and literacy at a younger age by incorporating relevant classes into the high school curriculum. By providing credit counseling services and advocating for financial education in schools, these institutions aim to empower residents with the knowledge and tools necessary to make informed financial choices.



- **Availability, type, frequency, and reliability of public transportation**

Public transportation options in Warren County are currently limited, with only partial services provided by separate organizations. Warren County Transit operates the Lebanon Loop, which serves residents within the City of Lebanon. However, comprehensive public transportation that meets the needs of all residents in the County, including availability, type, frequency, and reliability, is still lacking.

- **Impediments to mobility**

The presence of concentrated opportunity areas in Warren County exacerbates the existing impediments to mobility for residents in accessing resources and services. Concentrated opportunity areas are typically characterized by a higher concentration of desirable amenities, such as quality schools, employment opportunities, healthcare facilities, and other essential services. However, residents living outside these areas may face challenges in accessing and benefiting from these resources due to factors like transportation limitations, economic disparities, and other barriers.

- **Lack of access to opportunity due to high housing costs (Location and type of affordable housing)**

The lack of affordable housing within concentrated opportunity areas further compounds the issue, as it restricts the ability of low-income individuals and families to live in close proximity to these valuable resources. This can result in longer commute times, increased transportation costs, and limited access to job opportunities, educational institutions, healthcare services, and other essential amenities.



- **Location of employers**

Based on the information provided, the lack of affordable housing within Warren County and the concentration of employment centers within the County can indeed create barriers for individuals seeking both housing and employment opportunities. This can lead to a situation where individuals are forced to live outside the County and commute back into Warren County for work, due to the limited availability and affordability of housing within the County itself.

- **Location of environmental health hazards**

The presence of large manufacturing facilities in certain areas of Warren County can contribute to a lower environmental health index in those locations. Areas with poor environmental health conditions may face additional challenges in terms of access to opportunities, as the negative effects of pollution and other environmental hazards can affect residents' quality of life and limit their ability to thrive.



- **Limited access to quality childcare**

Without reliable, affordable childcare, workers cannot regularly get to work or stay there. In the short term, early care and education settings support the productivity of two types of workers: employed parents and childcare workers. The benefits of quality childcare include improved educational, economic, and health outcomes. Unfortunately, single-female head of household with young children today face barriers in accessing and paying for the opportunities offered by early care and education. Focus groups noted that high-quality daycare is expensive and hard to find. This lack of reliable, affordable childcare has reverberating effects on parents, employers, and the County economy. Even when maintaining labor force participation, single-female head of household feel the economic consequences of childcare inadequacy such as leaving early or arriving late for work. The public programs that exist to help families access early care and education—namely the WCCS Early Learning Centers help to address this issue and increase participation in early learning programs. Nevertheless, focus group participants felt that children in low-income families are less likely to attend center-based care than their higher-income peers. The solution discussed centered around policies that address affordability, quality, and access (transportation).



iv. Disproportionate Housing Needs

1. Analysis

This analysis promotes an important component of fair housing planning: to assess if any groups of persons, based on race, color, religion, national origin, sex, familial status, or disability, experience greater housing needs when compared to other populations in the jurisdiction and region. An assessment of cost burden, severe cost burden, overcrowding, and substandard housing may be evaluated in order to set goals and priorities, and develop strategies to address barriers to fair housing choice.

Cost burden is the fraction of a household's total gross income spent on housing costs. There are two levels of cost burden:

- (1) **"Cost Burden"** counts the households for which housing cost burden is greater than 30% of their income, and
- (2) **"Severe Cost Burden"** counts the number of households paying 50% or more of their income for housing. For renters, housing costs include rent paid by the tenant plus utilities. For owners, housing costs include mortgage payments, taxes, insurance, and utilities.

Upon review of a survey the RPC conducted, it was determined Fifty percent of the 32 survey participants spend between 30%-50% of their income on housing. Few survey respondents (6.3%) stated they that spend more than 50% of their income on housing and 43.8% indicated they spend less than 30% on housing.

Some additional key demographics collected from the survey include:

- Fifty percent of residents stated they are somewhat familiar with fair housing laws, while 37.5% stated they are unfamiliar with any fair housing laws.
- Most residents that participated in the survey were White (93.8%), and 3.1% were Black, and 3.1% were Hispanic.
- The highest level of education among most residents was Some College and Bachelor's Degree at 25%, followed by 18.8% obtaining an Associate's Degree, and 12.5% obtaining a High School Diploma or GED.



- Many live in a single-family home (75%) and 15.6% live in a condo, and 6.3% live in an apartment. Similarly, 81.3% of participants were homeowners, 6.3% live with a family member, and the remaining 12.5% of participants rent.

When examining the cost burden among residents of Warren County, it is evident that certain minority demographic groups face a higher percentage of severe cost burden. The data reveals that due to the higher concentration of White residents in Warren County, there is a greater number of severe cost burdened households among this population. However, excluding the Asian or Pacific Islander demographic, minority groups exhibit a noticeably higher percentage of households experiencing severe cost burdens compared to the White population.



Specifically, the Native American population stands out with 50% of the 40 households in Warren County experiencing severe cost burden. Following this, the Hispanic population shows a rate of 16.55%, the Black population at 11.86%, and the Other category at 10.44%. **Table 5B.18** demonstrates a trend where minority groups have a higher concentration of their population facing severe cost burden within the community.

Race/Ethnicity	Number with Severe Cost Burden	Number of Households	Percent with Severe Cost Burden
White, Non-Hispanic	5,894	69,563	8.47%
Black, Non-Hispanic	184	1,552	11.86%
Hispanic	218	1,317	16.55%
Asian or PI, Non-Hispanic	229	3,125	7.33%
Native American, Non-Hispanic	20	40	50.00%
Other, Non-Hispanic	104	996	10.44%
Total	6,649	76,624	8.68%
Household Type & Size			
Family households, <5 people	3,110	50,324	6.18%
Family households, 5+ people	278	7,166	3.88%



Non-family households	3,266	19,200	17.01%
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Table 5B.18: Race/Ethnicity Severe Costs Burdens within Warren County. Source: HUD

The region as a whole also demonstrates a similar pattern of severe cost burden. Table 5B.19 provides a visual representation of the higher concentration of severe cost burdened households among all minority groups within the region, including the Asian or Pacific Islander demographic. Comparatively, the percentage of households experiencing severe cost burdens within Warren County is lower than that of the region, except for the Native American population, which may be influenced by the smaller number of households within the County.

Within the region, there continues to be a higher concentration of severe cost burdened households among minority groups. Specifically, the Native American population has a rate of 23.72%, followed by the Black population at 22.96%, the Hispanic population at 18.45%, the Other population at 16.93%, and the Asian or Pacific Islander population at 15.08%. Although minority groups constitute a larger portion of the region's population compared to Warren County, the majority demographic group remains the White population, with only 10.45% of households experiencing severe cost burden.

Race/Ethnicity	Number with Severe Cost Burden	Number of Households	Percent with Severe Cost Burden
White, Non-Hispanic	71,985	688,933	10.45%
Black, Non-Hispanic	24,396	106,237	22.96%
Hispanic	3,075	16,666	18.45%
Asian or PI, Non-Hispanic	2,345	15,550	15.08%
Native American, Non-Hispanic	259	1,092	23.72%
Other, Non-Hispanic	1,819	10,742	16.93%
Total	103,879	839,225	12.38%
Household Type & Size			
Family households, <5 people	42,504	475,497	8.94%
Family households, 5+ people	6,065	73,717	8.23%
Non-family households	55,318	290,006	19.07%

Table 5B.19: Race/Ethnicity Severe Costs Burdens within the region. Source: HUD

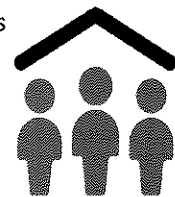
Table 5B.20 illustrates a comparison of housing problems among households in Warren County and the wider region, highlighting distinct differences among various minority groups. While the region has a higher percentage of minorities, a significantly larger proportion of minority households, excluding Native Americans, face housing problems compared to those in Warren County. According to the data, 75% of the 40 Native American households in Warren County experience housing problems, making it the highest

DISPROPORTIONATE HOUSING NEEDS

Households Experiencing any of 4 Housing Problems	(Warren County, OH CDBG) Jurisdiction			(Cincinnati, OH-KY-IN) Region		
	Number of Households with Problems	Number of Households	Percent of Households with problems	Number of Households with Problems	Number of Households	Percent of Households with problems
White	15,256	69,563	21.93%	173,517	688,933	25.19%
Black, Non-Hispanic	413	1,552	26.61%	48,514	106,237	45.67%
Hispanic	391	1,317	29.69%	6,629	16,666	39.78%
Asian or PI	452	3,125	14.46%	4,273	15,550	27.48%
Native American	30	40	75.00%	396	1,092	36.26%
Other	277	996	27.81%	3,986	10,742	37.11%
Total	16,832	76,624	21.97%	237,330	839,225	28.28%
Household Type & Size						
Family households, <5 people	8,455	50,324	16.80%	102,175	475,497	21.49%
Family households, 5+ people	1,355	7,166	18.91%	22,076	73,717	29.95%
Non-family households	7,076	19,200	36.85%	113,075	290,006	38.99%

Table 5B.20: Disproportionate Severe Housing Needs by Race/Ethnicity within Warren County and the region. Source: HUD

Within Warren County and the region, a noticeable trend indicates family households with fewer than five members have a higher incidence of severe cost burden. In comparison, non-family households tend to experience a significantly higher percentage of severe cost burdened households. In Warren County, the proportion of non-family households facing severe cost burdens is more than three times that of family households with fewer than five people.



HUD has provided data to assist in this analysis of disproportionate housing need by outlining the key differences between housing problems and severe housing problems. For a household to be identified as having a household problem, this household must have any one of the four problems, identified as:

Housing Problems – (1) Lacks complete kitchen facilities, (2) lacks complete plumbing facilities, (3) more than one person per room, and/or (4) cost burden – monthly housing costs (including utilities exceed 30% of monthly income.

Severe Housing Problems – (1) Lacks complete kitchen facilities, (2) lacks complete plumbing facilities, (3) more than one person per room, and/or (4) cost burden – monthly housing costs (including utilities exceed 50% of monthly income.

Within Warren County, the highest percentage among protected classes that experience higher rates of housing problems is the Native American, Non-Hispanic group with 75%, Hispanic with 29.69%, and Other, Non-Hispanic groups with 27.81%. The groups that experienced the highest rate of severe housing cost burden when compared to other groups are, Native Americans, Non-Hispanic at 50%, Hispanic with 16.55%, and Black, Non-Hispanic with 11.86%.



This shows a similar correlation between the rates of housing problems and housing cost burdens for those specific protected classes.

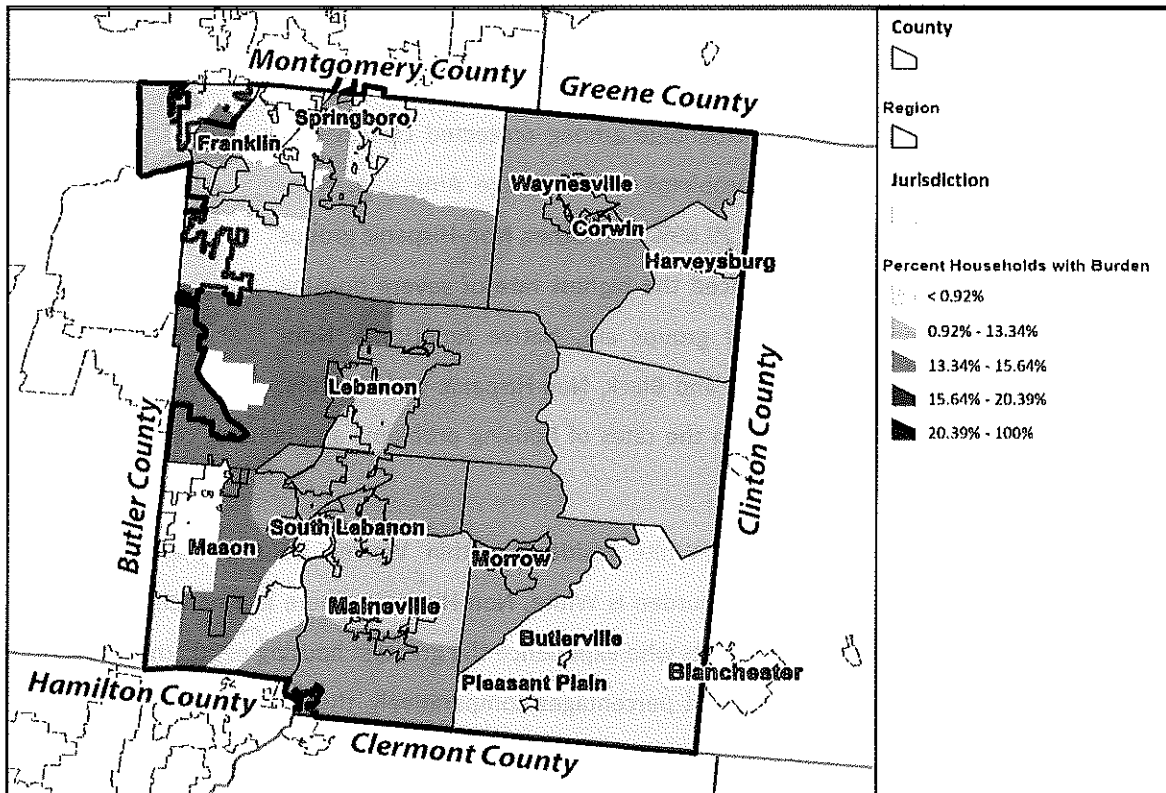
As there is a higher concentration of White residents within Warren County, the predominant race/ethnicity with the greatest housing burden is White, Non-Hispanic. There is a noticeable trend of Asian/Pacific Islander and Hispanic residents who experience the greatest housing need among minority groups. Although these are not the highest percentages comparatively, there are 247 households and 284 households, respective to both demographic groups, which have a severe housing problem.

These percentages differentiate between Warren County and the region, as the protected classes with housing problems and severe housing problems varies. Within the region, the Black, Non-Hispanic and Hispanic populations have the highest percentage of housing problems, with 45.67% and 39.78% respectively. These are the same protected classes within the region which experience the highest percentage of severe housing problems. However, Warren County has a lower overall percentage of households which experience housing problems and severe housing problems compared to the region.





The areas that have the highest percentage of households with burden are located within the western portions of the County, specifically within Mason, Lebanon, Deerfield Township, and western Turtlecreek Township. The willingness for a family to pay more for a home within a high-quality school district, as opposed to purchasing a more affordable home in a lower-rated school district, may contribute to this increase as identified on the map. As illustrated, there are additional concentrations of household with housing problems within Hamilton Township, Salem Township, eastern Turtlecreek Township, southern Clearcreek Township and Wayne Township.



Map 5B.21: Households with Burden within Warren County. Source: HUD

DISPROPORTIONATE HOUSING NEEDS

Households Experiencing any of 4 Severe Housing Problems	(Warren County, OH CDBG) Jurisdiction			(Cincinnati, OH-KY-IN) Region		
	Number of Households with Severe Problems	Number of Households	Percent of Households with Severe Problems	Number of Households with Severe Problems	Number of Households	Percent of Households with Severe Problems
White	6,613	69,563	9.51%	81,462	688,933	11.82%
Black, Non-Hispanic	184	1,552	11.86%	26,864	106,237	25.29%

Hispanic	247	1,317	18.75%	4,363	16,666	26.18%
Asian or PI	284	3,125	9.09%	2,997	15,550	19.27%
Native American	20	40	50.00%	271	1,092	24.82%
Other	134	996	13.45%	2,214	10,742	20.61%
Total	7,495	76,624	9.78%	118,180	839,225	14.08%

Table 5B.21: Disproportionate Housing Needs by Race/Ethnicity within Warren County and the region. Source: HUD

One attribute for determining whether a household has a housing problem or severe housing problem is identifying the number of individuals per room. **Table 5B.22** illustrates the unit sizes for each public

Housing Type	Households in 0-1 Bedroom Units		Households in 2 Bedroom Units		Households in 3+ Bedroom Units		Total %	Households with Children	
	#	%	#	%	#	%		#	%
Public Housing	45	22.50%	52	26.00%	103	51.50%	100%	124	62.00%
Project-Based Section 8	294	52.50%	204	36.43%	62	11.07%	100%	194	34.64%
Other Multifamily	278	100.00%	0	0.00%	0	0.00%	100%	N/a	N/a
HCV Program	141	27.43%	186	36.29%	186	36.28%	100%	211	41.02%

Table 5B.22: Household Size by Public Housing Program. Source: HUD, APSH

housing type. While each program caters to different target populations, there is sufficient information to calculate the percentage of housing types within each program.

In the case of Public Housing, more than half of the available units consist of 3 or more bedrooms, and 62% of households within this program have children. As for Project-Based Section 8 housing, 52.50% of the housing stock comprises solely one-bedroom units. Other Multifamily housing exclusively offers one-bedroom units, while the Housing Choice Voucher Program (HCV) distributes its units among all three-unit types.

In Warren County, there is not a significant distinction between the percentage of households experiencing housing problems based on family size. Families with less than five members have a higher percentage of housing problems compared to families with five or more members. However, it is worth



noting that for both groups, the percentage of households facing housing problems remains below 10%. For Project-Based Section 8 and the HCV Program within Warren County, most households do not have children.

In contrast with the region, nearly 30% of families consisting of five or more members encounter some form of housing problem. Similarly, approximately 20% of families with less than five members in the region also experience housing problems.

Table 5B.22 illustrates homeowner and renter housing based on race/ethnicity in Warren County. White homeowners represent the largest proportion at 92.42%, followed by Asian or Pacific Islander homeowners at 3.79%, Hispanic homeowners at 1.28%, Black homeowners at 1.60%, and Native American homeowners at 0.05%. This is a similar trend among renters within Warren County, with White renters comprising 85.14% of the total, followed by Asian or Pacific Islander renters at 5.08%, Hispanic renters at 3.27%, Black renters at 3.52%, and Native American renters at 0.06%.

While minority groups may possess a higher number of owned homes compared to rental units, their overall percentage remains lower. This discrepancy arises because the total count of homeowners exceeds the count of renters in Warren County, and the higher concentration of the White population within Warren County.

Race/Ethnicity	Homeowners		Renters	
	#	%	#	%
White, Non-Hispanic	54,840	92.42%	14,719	85.14%
Black, Non-Hispanic	950	1.60%	609	3.52%
Hispanic	760	1.28%	565	3.27%
Asian or Pacific Islander, Non-Hispanic	2,250	3.79%	878	5.08%
Native American, Non-Hispanic	30	0.05%	10	0.06%
Other, Non-Hispanic	502	0.85%	504	2.92%
Total Household Units	59,335	-	17,289	-

Table 5B.23: Homeowners and Renters within Warren County. Source: HUD

Warren County and the broader region display a significant disparity in the distribution of homeownership and rental units. In the region, there is a considerably higher availability of rental units for residents compared to Warren County, and most minority groups have a higher prevalence of renting

rather than owning homes. Within the region, 34,499 Black residents own homes, while a larger number of 71,754 individuals rent. Similarly, within the Hispanic population, 7,175 residents own homes, while 9,523 individuals rent. On the other hand, the White, Asian or Pacific Islander, and Native American residents demonstrate a higher percentage of homeownership within the region, although there is still a substantial number of renters within each demographic. Overall, the regional data highlights the contrasting homeownership and rental trends among different racial and ethnic groups, with a notable emphasis on renting among certain minority groups in comparison to their homeownership rates.

Race/Ethnicity	Homeowners		Renters	
	Number	Percent	Number	Percent
White, Non-Hispanic	498,025	89.85%	190,900	67.00%
Black, Non-Hispanic	34,499	6.22%	71,754	25.18%
Hispanic	7,175	1.29%	9,523	3.34%
Asian or Pacific Islander, Non-Hispanic	8,728	1.57%	6,818	2.39%
Native American, Non-Hispanic	554	0.10%	544	0.19%
Other, Non-Hispanic	5,324	0.96%	5,373	1.89%
Total Household Units	554,310	-	284,915	-

Table 5B.24: Homeowners and Renters within the region. Source: HUD

2. Additional Information

The limited availability of diverse housing types significantly impacts the housing needs in Warren County. The majority of residential properties in the County consist of single-family homes, with fewer options for multifamily dwellings, duplexes, and affordable housing neighborhoods. This housing landscape poses challenges for young professionals, entry-level workers, and mid-level experienced workers seeking housing options.

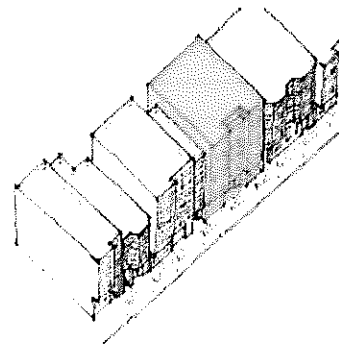
Additionally, townships in Warren County have favored higher value housing in order to cover the costs of providing public services. This pricing threshold further exacerbates the difficulties faced by individuals in finding affordable



housing. Consequently, many workers are compelled to seek housing outside the County in more affordable areas. As a result, the County experiences an imbalance where a significant portion of the county's workforce reside in more affordable regions and commute to Warren County for employment, leading to increased commuting times and potential strain on transportation infrastructure. Land costs represent a notable portion of housing costs, and zoning practices may affect the price of land or increase the cost of housing. The construction of affordable housing may thereby become costly, effectively limiting access to High Opportunity areas, for lower income residents and the protected classes. These residents, in turn, are excluded from the educational and employment opportunities in these areas. All of Warren County is subject to zoning and there are twenty-two individual zoning jurisdictions.

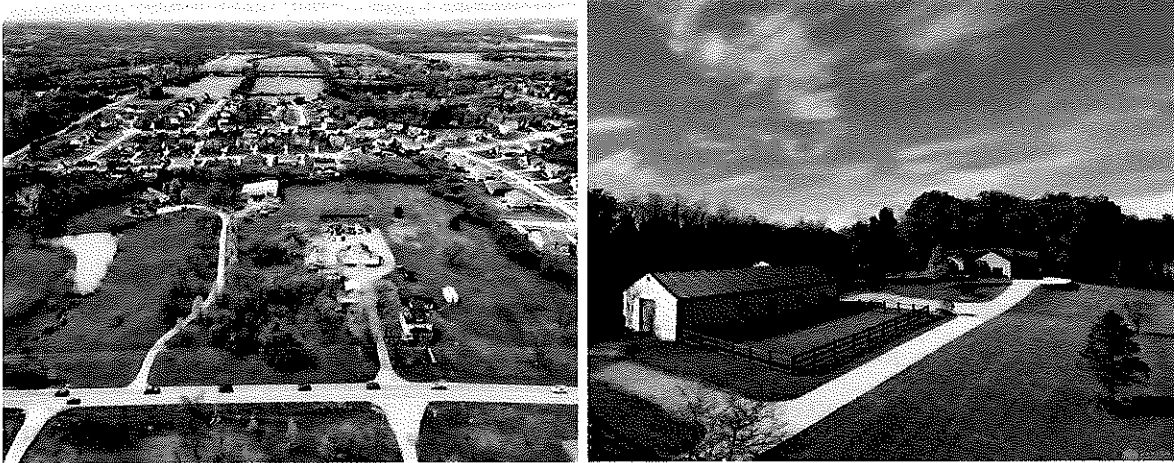
Most of Warren County's jurisdictions are members of the Warren County Regional Planning Commission, which has an adopted Countywide Comprehensive Plan that hopes to achieve greater uniformity in development policies Countywide.

Warren County, Deerfield Township, Hamilton Township and the cities of Mason and Lebanon have recently updated their zoning code. The County's and other zoning codes aim to ensure that new housing is more affordable, by decreasing minimum lot sizes and frontages (mixed-use zoning and Planned Unit Developments). The previous zoning regulations made in-fill development and renovation of urban neighborhoods difficult. However, the newer zoning codes include



higher-density districts, encourage infill and revitalization, and promote mixed-use districts. The County code allows both a mix of residential types (single-family, duplex, and multifamily units) and a mix of residential and commercial. The County regulations, finalized in 2012, promote affordable housing by allowing smaller lot sizes and frontages and by eliminating barriers to the kinds of development that can make urban mixed-use districts so exciting and vibrant (e.g., residential development on top of commercial space). This type of development (higher density and mixed-use) is encouraged only in the western portion of the County and in Wayne Township where utilities, infrastructures, and services are available. The eastern portion of the County is primarily rural, and the zoning codes require large lot sizes.

The objective in the western portion of the County is to allow a mix of residential choices that provides an opportunity for home ownership across a broad range of economic levels including all lifestyles and age groups.



The zoning regulations for most urban jurisdictions have been amended to preserve architecturally and historically significant areas and revitalized depressed neighborhoods. These policies encourage reinvestment in existing neighborhoods and strive to create neighborhoods of choice - indirectly furthering the vision for Fair Housing by offering improved social and economic opportunities. All zoning jurisdictions allowed multifamily housing—frequently the routes by



which lower-income, often minority households enter a community. As the U.S. Department of Housing and Urban Development has discovered in its Regulatory Clearinghouse, increasing zoning code requirements, especially those that increase the size of new properties, have a direct effect on the cost of housing and thus, on the choice of affordable housing for traditionally impacted classes of citizens.

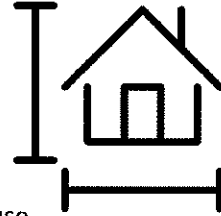
Warren County policies that may initially seem of concern are jurisdictions that define “Family” and that require a minimum house size. However, upon further analysis, these jurisdictions define family so broadly that it is unlikely to have an impact. For example, Deerfield Township defines family as

“A person living alone, or two or more persons customarily living together as a single housekeeping unit and using common cooking facilities as distinguished from a group occupying a hotel, club, boarding or lodging house, motel, sorority house, fraternity house or group home.”



This definition does not require families to be associated by blood, marriage, or adoption and thus does not impede fair housing.

The jurisdictions that have implemented a “minimum house size” have set the minimum so low (1,200 square feet for single-family) that it is unlikely to impede fair housing. No jurisdiction, except Hamilton Township, has received a request to build below the minimum housing size square footage. Nevertheless, all jurisdictions include a variance process and flexible Planned Unit Development standards that may permit smaller home sizes. While most all jurisdictions have adopted or allowed mixed-use (some recognizing zero lot line standards) or encourage neighborhood revitalization, no zoning code has mandated inclusionary zoning— that affordable housing be integrated within a particular housing development. Allowances for accessory dwelling units are missing from several zoning codes.



3. Contributing Factors of Disproportionate Housing Needs

- **Availability of affordable units in a range of sizes**

The limited availability of affordable housing units in a range of sizes, including ADA-compliant units built to visitability and universal design standards, was a concern raised by stakeholders and focus groups. This shortage of affordable and accessible housing options can create barriers for individuals with disabilities, seniors seeking to age in place, and families with specific housing needs.

- **Displacement of residents due to economic pressures**

The economic shift within Warren County created challenges for those with lower incomes, as the high cost of living in the County has made it difficult for residents to afford housing. As a result, many individuals in this income bracket are choosing to relocate to more affordable areas.

- **Lack of access to opportunity due to high housing costs**

The high housing costs create a barrier for individuals with lower incomes, making it challenging for them to afford suitable housing within the County. This lack of opportunity contributes to economic disparities and hinders the mobility and upward mobility of lower-income individuals in the County.

- **Land use and zoning laws**

Land use and zoning laws within the County have regulations to help provide reasonable accommodations or streamline the approval process, particularly in cases where there are disproportionate housing barriers. By considering amendments and improvements in streamlining the approval process, the County can work towards reducing barriers and promoting inclusivity in housing.

Warren County Assessment of Fair Housing

Section V. C. Publicly Supported Housing Analysis





1. Analysis

Publicly Supported Housing Demographics

After conducting stakeholder interviews and focus groups with various public housing organizations, it was determined that no racial or ethnic group is exclusive to a particular program category. Although White individuals make up most residents in each housing program, the Housing Choice Voucher program has a noticeably higher concentration of Black individuals compared to other programs.

Table 5C.1, below, identifies data provided by HUD on the demographic makeup of each public housing program within the County: Public Housing, Project Based Section 8, Other Multifamily, and Housing Choice Vouchers.

Housing Program	White	Black	Hispanic	Asian or Pacific Islander
Public Housing	182	9	9	0
Project Based Section 8	533	20	4	2
Other Multifamily	273	2	2	1
HCV Program	435	63	9	5

Table 5C.1: Housing Program Demographics within Warren County in 2020. Source: HUD

Public housing organizations in Warren County have expressed a shared viewpoint that there is a notable effort that can be made to improve the availability of public housing programs and units. These organizations indicated active collaboration with external partners to establish new housing locations that can effectively address the needs of individuals seeking public housing support.

As of 2023, the Warren Metropolitan Housing Authority (WMHA) reports a total of 202 public housing units within the County. These units serve as affordable housing options for residents who require

assistance. Additionally, there are 745 project-based Section 8 units available in Warren County. These units are part of the Section 8 Housing Choice Voucher program and offer rental assistance to eligible individuals and families. The efforts to expand public housing programs and units are aimed at providing affordable and safe housing options to individuals and families facing housing challenges.



As indicated in **Table 5C.1**, the demographic distribution across each program category is roughly even, with a greater proportion of white individuals utilizing these programs due to their higher representation within Warren County. The second-highest demographic group using these housing programs is Black individuals, who exhibit a greater usage of Project-Based Section 8 and Housing Choice Vouchers. Subsequently, the Hispanic and Asian or Pacific Islander groups show relatively lower

Housing Program	White	Black	Hispanic	Asian or Pacific Islander
Public Housing	1,887	2,594	261	13
Project Based Section 8	4,558	5,447	144	33
Other Multifamily	875	363	13	3
HCV Program	6,233	11,809	282	40

utilization rates of these programs.

Table 5C.2: Housing Program Demographics within the region. Source: HUD

Table 5C.2 provides valuable insights into the demographic composition of individuals participating in housing programs within the Cincinnati region. A notable observation is the greater diversity present in the Cincinnati region compared to Warren County, whereas the region has a higher concentration of Black, Hispanic, and Asian or Pacific Islander populations in comparison to Warren County.

When analyzing the participant demographics in housing programs such as Public Housing, Project-Based Section 8, and Housing Choice Voucher programs, it becomes evident that there is a higher proportion of Black individuals compared to White individuals. This discrepancy in representation points to a contrast between the overall demographic composition of residents in Warren County and the regional population, as well as the demographics of those accessing these specific housing programs. The data indicates that the housing programs are effectively catering to a diverse range of individuals from different racial and ethnic backgrounds within the Cincinnati region.

Table 5C.3 and **Table 5C.4** below identify the demographics and area median incomes for participants of each housing program within Warren County and the region. This table additionally identifies the AMI for each demographic, which is influential on the admission rate for various housing programs. For



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instance, PHAs are required to admit at least 40 percent of new households at or below 30 percent of AMI and all new admissions must be below 80 percent of AMI. For Housing Choice Vouchers, at least 75 percent of new vouchers issued must be issued to households at or below 30 percent of AMI, and 100 percent of vouchers are capped at 50 percent of AMI.

Housing Program	White	Black	Hispanic	Asian or Pacific Islander
Public Housing	182	9	9	0
Project Based Section 8	533	20	4	2
Other Multifamily	273	2	2	1
HCV Program	435	63	9	5
Total Households	69,563	1,552	1,317	3,125
0 – 30% of AMI	4,623	99	129	139
0-50% of AMI	10,538	354	312	179
0-80% of AMI	20,496	553	489	313

Table 5C.3: Demographics and Area Median Income for Warren County. Source: HUD

Housing Program	White	Black	Hispanic	Asian or Pacific Islander
Public Housing	1,887	5,294	61	13
Project Based Section 8	4,558	2,447	144	33
Other Multifamily	875	363	13	3
HCV Program	6,223	11,809	282	40
Total Households	688,933	106,237	16,666	15,550
0-30% of AMI	79,676	37,090	3,560	2,158
0-50% of AMI	155,511	56,222	6,282	3,462
0-80% of AMI	275,454	75,554	9,584	5,288

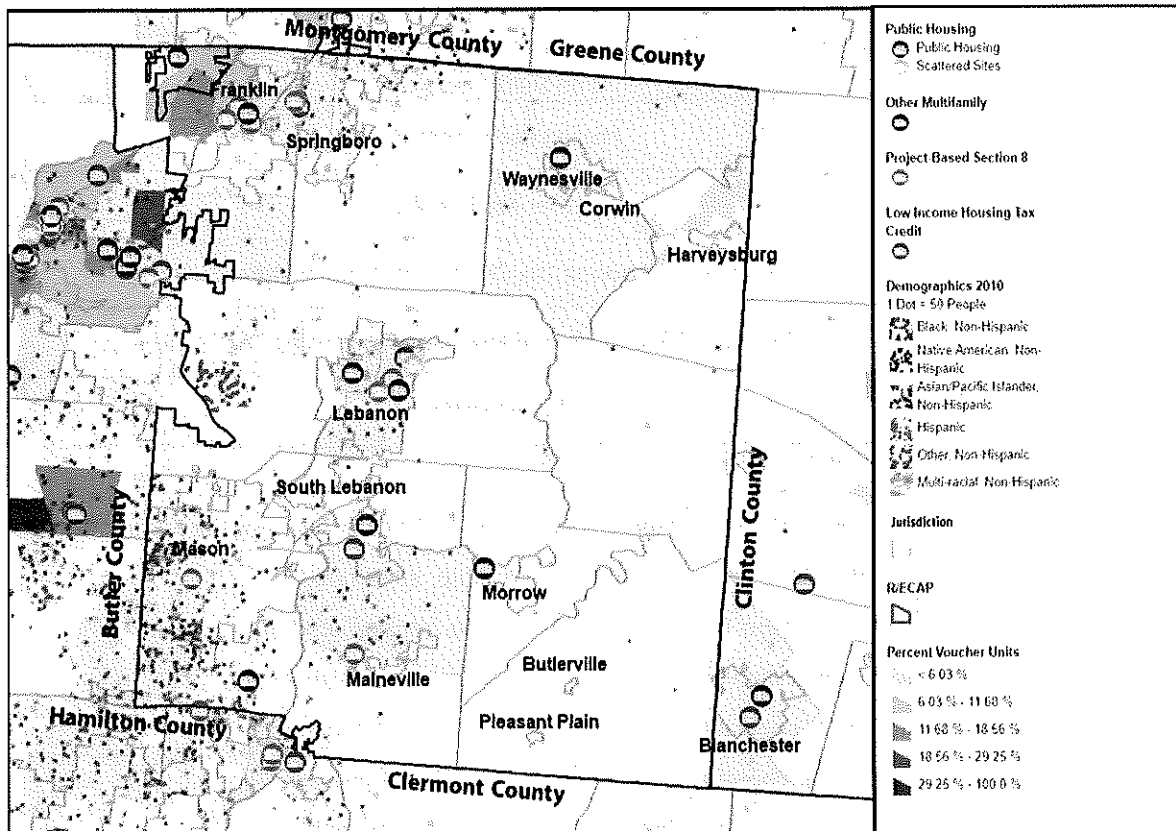
Table 5C.4: Demographics and Area Median Income for the region. Source: HUD

At a regional level, there is a greater availability and utilization of housing programs for protected minority groups. This trend can be attributed, in part, to a higher concentration of minority populations within the Cincinnati area, which is distributed across Ohio, Kentucky, and Indiana. As evident from

Table 5C.4, the higher representation of white individuals in Warren County is a significant trend that distinguishes Warren from the surrounding region, both in terms of demographics and housing program participants.

Publicly Supported Housing Location and Occupancy

To provide a better understanding of the population geography within the region, Map 5C.1 below displays the distribution of minority groups, with the White demographic excluded.



Map 5C.1: Housing Programs and Housing Choice Voucher Utilization within Warren County. Source: HUD

Several jurisdictions within Warren County, such as the cities of Franklin, Lebanon, and South Lebanon, have implemented multiple public housing programs to address the housing requirements of their residents. These programs encompass a range of public housing assistance and services designed to support eligible individuals and families. However, jurisdictions like Waynesville, Morrow, and Deerfield Township have adopted a dispersed approach, with public housing units spread out and less concentrated





compared to neighboring programs. These jurisdictions also offer access to multifamily public housing assistance, ensuring that residents of Warren County have diverse options for affordable housing across various areas.

Jurisdiction	Housing Programs
Deerfield Township	Other Multifamily
Franklin	Project Based Section 8, and Other Multifamily
Lebanon	Project Based Section 8, Other Multifamily, Low Income Housing Tax Credits, and Scattered Sites
Mason	Project Based Section 8
Morrow	Other Multifamily
South Lebanon	Low Income Housing Tax Credit and Other Multifamily
Springboro	Project Based Section 8, and Low-Income Housing Tax Credit
Waynesville	Other Multifamily

Table 5C.5: Housing Program by Jurisdiction within Warren County. Source: HUD

Map 5C.1 also highlights the percentage of housing choice units by tract throughout the region. Notable locations such as Lebanon, Hamilton Township, Wayne Township, and Franklin Township show concentrations where 6.03% to 11.68% of the housing stock utilizes housing choice vouchers. Hamilton Township demonstrates a higher concentration of Black and Asian populations, particularly in areas where there is a higher percentage of housing choice voucher holders. The City of Franklin has the highest concentration of housing choice voucher holders and public housing program units. Different tracts in western Franklin have higher rates of housing choice vouchers, with rates varying up to 29.25% percent of units utilizing a voucher.

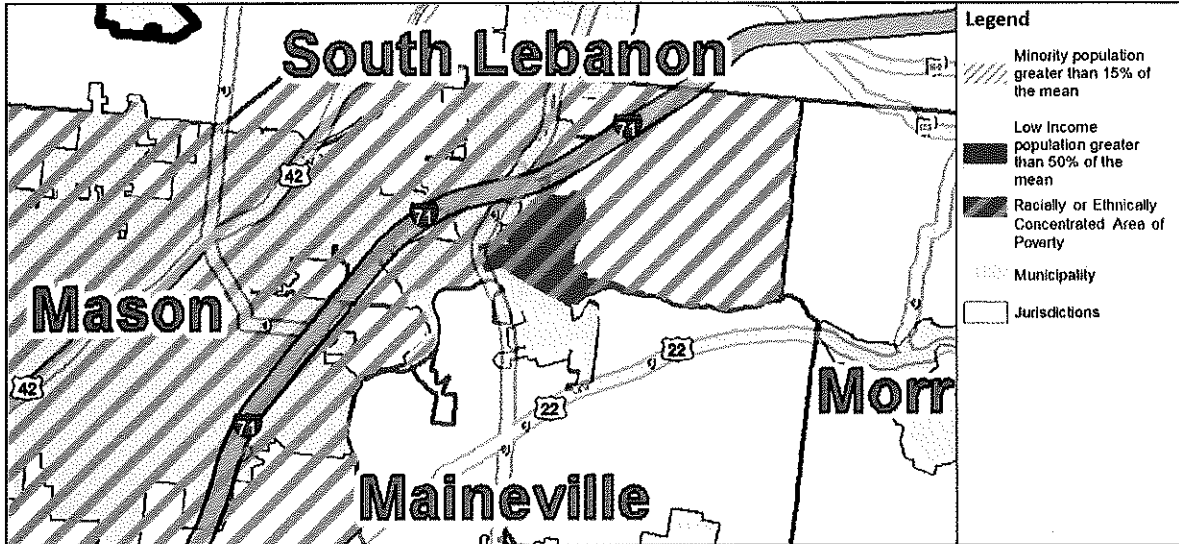


Within the region, the City of Middletown, located in Butler County, has a notable concentration of public housing programs along the border of Warren County. These programs serve to provide additional access and support to residents in Warren County who require it, contributing to the regional distribution of publicly supported housing options.

Although the City of Mason has a greater concentration of Asian and Black population, there is only one Project Based Section 8 Housing location available within its jurisdiction. However, the neighboring City

of Loveland, located in Hamilton County, offers a higher concentration of public housing programs and a greater percentage of housing choice voucher holders.

Warren County R/ECAPS



Map 5C.2: County-defined R/ECAP within Warren County. Source: OKI

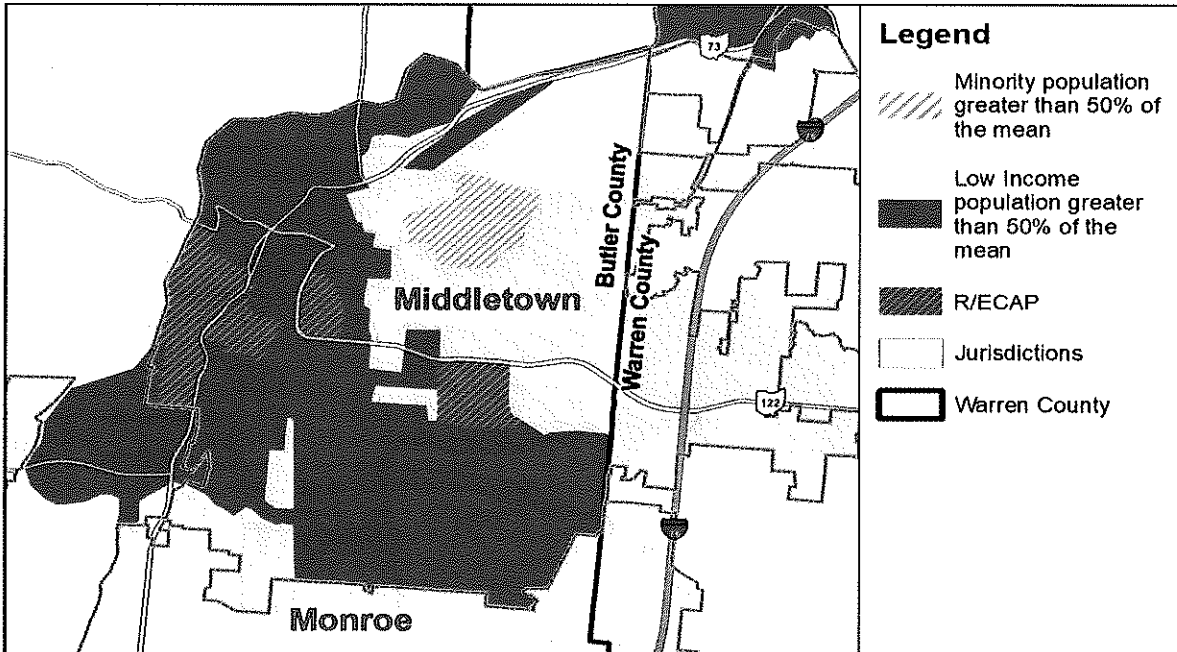
Based on a new definition of R/ECAPs, which involves identifying areas with both a minority population of 15% or more and a low-income population of 15% or more, it was discovered that there are two R/ECAP areas in Warren County. These specific R/ECAPs are Block Group 3 of Census Tract 321 (within the City of South Lebanon) and Census Tract 317 (The Lebanon Correctional Institution (LeCI) and the Warren Correctional Institution (WCI)).

It is worth noting that the City of South Lebanon has Low Income Housing Tax Credit and Other Multifamily housing programs. These programs are intended to provide affordable housing options for low-income individuals and families. The presence of such programs in the identified R/ECAP area suggests that there is a need for affordable housing in this community.

Regional R/ECAPS

According to the current R/ECAP definition, which considers a population with 50 percent or more minorities and 40 percent or more low-income, the City of Middletown has two regional R/ECAPs.

$$\frac{R}{ECAP}_i = \text{yes ... if ...} \left\{ \begin{array}{l} PovRate_i \geq [3 * \mu_{PovRate}^{cbsa}] \\ \text{or} \\ PovRate_i \geq 0.4 \end{array} \right. \cap \left[\frac{(Pop_i - NHW_i)}{Pop_i} \right] \geq 0.50$$



Map 5C.3: County-defined R/ECAPs within the City of Middletown. Source: OKI

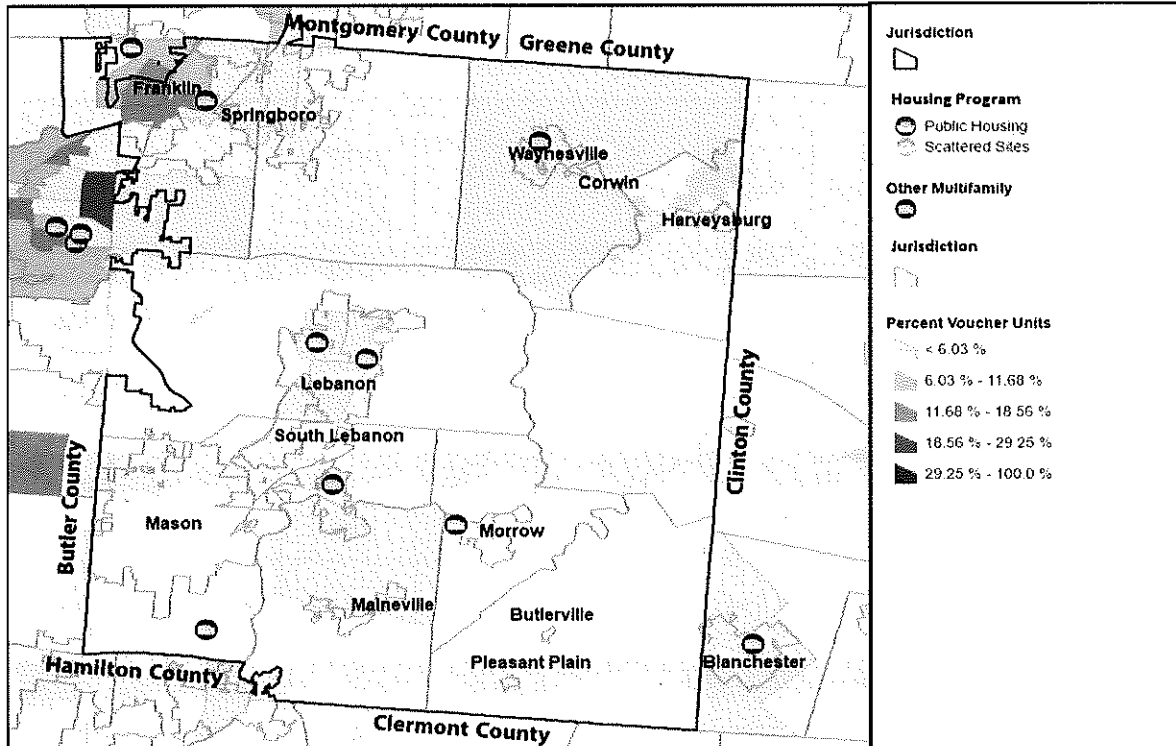
As identified on **Map 5C.3**, the City of Middletown, which has a notable concentration of minority populations including Black, Asian, and Multi-Racial groups, has taken significant steps to address housing needs within its community. The City has implemented various housing programs to provide opportunities for a diverse range of residents, including programs such as Public Housing, Scattered Sites, Other Multifamily, Project-Based Section 8, and Low-Income Housing Tax Credits. By offering a variety of housing options, the City of Middletown helps provide affordable and accessible housing opportunities for individuals and families from different backgrounds and income levels.

Each of the public housing providers and stakeholders reported overall difficulty in finding suitable housing options throughout the County but were unable to pinpoint specific areas where the issue was particularly concentrated. This indicates that the problem of inadequate housing is not limited to a specific locality but is a pervasive issue affecting many communities in the region.

Map 5C.4 identifies the geographic locations of Public Housing, Scattered Sites, and Other Multifamily programs. While these housing programs are dispersed across the region, there are specific areas where they are concentrated. The City of Middletown (Butler County) and the City of Lebanon both offer Other Multifamily and Public Housing options for Warren County residents.

When considering the relationship between these housing programs and the County and regional R/ECAPs, the concentrated areas are typically situated near each other. The Public Housing and

Scattered Sites located in the City of Middletown are positioned directly adjacent to the identified R/ECAPs, as are the housing program sites in relation to the County-defined R/ECAP in South Lebanon. These two specific areas are correlated with high concentrations of public housing, as well as a high concentration of low-income and minority groups.



Map 5C.4: Housing Programs and Other Multifamily within Warren County. Source: OKI

Warren Metropolitan Housing Authority

The Warren Metropolitan Housing Authority (WMHA) faces challenges in finding permanent housing for select groups, including families with children and people with disabilities.

Table 5C.6 identifies the families with children and people with disabilities that WMHA currently

	Section 8	Public Housing
Families with Children	131 Families	324 Families
People with Disabilities	336 individuals	54 individuals

Table 5C.6: Families served by WMHA in 2023. Source: WMHA

serves. Although WMHA follows a waitlist system for all individuals, they prioritize individuals with disabilities by taking them off the waitlist if an ADA-compliant home or rental becomes available. This is in accordance with the Americans with Disabilities Act (ADA), which requires public entities like the WMHA to provide equal opportunities for individuals with disabilities to access housing.



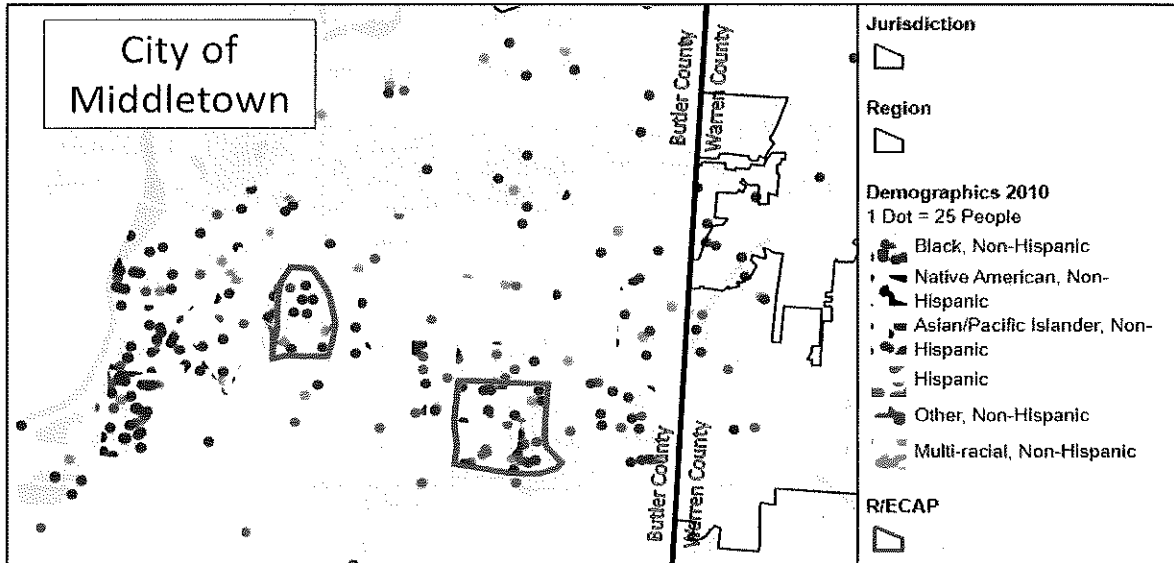
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As illustrated in **Table 5C.7**, there are no R/ECAPs identified within Warren County based on the HUD definition. This means that there are no specific areas in Warren County that meet the criteria of having a high concentration of poverty and minority populations. Additionally, there are no housing program units within Warren County that are located within R/ECAPs, as each reported housing program is identified in Non-R/ECAP tracts.

	Total # units (occupied)	% White	% Black	% Hispanic	% Asian or Pacific Islander	% Families with children	% Elderly	% With a disability
Public Housing								
R/ECAP tracts	N/a	N/a	0.00%	N/a	N/a	N/a	N/a	N/a
Non-R/ECAP tracts	200	91.00%	4.50%	4.50%	0.00%	62.00%	8.00%	17.56%
Project-based Section 8								
R/ECAP tracts	N/a	N/a	0.00%	N/a	N/a	N/a	N/a	N/a
Non-R/ECAP tracts	535	95.18%	3.57%	0.71%	0.36%	34.64%	44.11%	19.22%
Other Multifamily								
R/ECAP tracts	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a
Non-R/ECAP tracts	282	98.20%	0.72%	0.72%	0.36%	N/a	100.00%	0.34%
HCV Program								
R/ECAP tracts	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a
Non-R/ECAP tracts	503	84.60%	12.42%	1.87%	0.92%	41.42%	22.12%	34.28%

Table 5C.7: Demographics within and outside of R/ECAPs in Warren County. Source: HUD

The demographic makeup of the two regional R/ECAPs located within the City of Middletown is significantly more diverse and concentrated compared to Warren County. These R/ECAPs have a significantly larger population of Black, Native-American, Asian/Pacific Islander, Hispanic and Multi-racial individuals when compared to the rest of Warren County.



Map 5C.5: Demographics within and outside of R/ECAPs in the region. Source: HUD, OKI

Map 5C.5 illustrates the distribution of minority groups in the City of Middletown. It is essential to note that while there is a higher concentration of minority groups surrounding both R/ECAPs, these areas are also characterized by a significant number of low-income households.

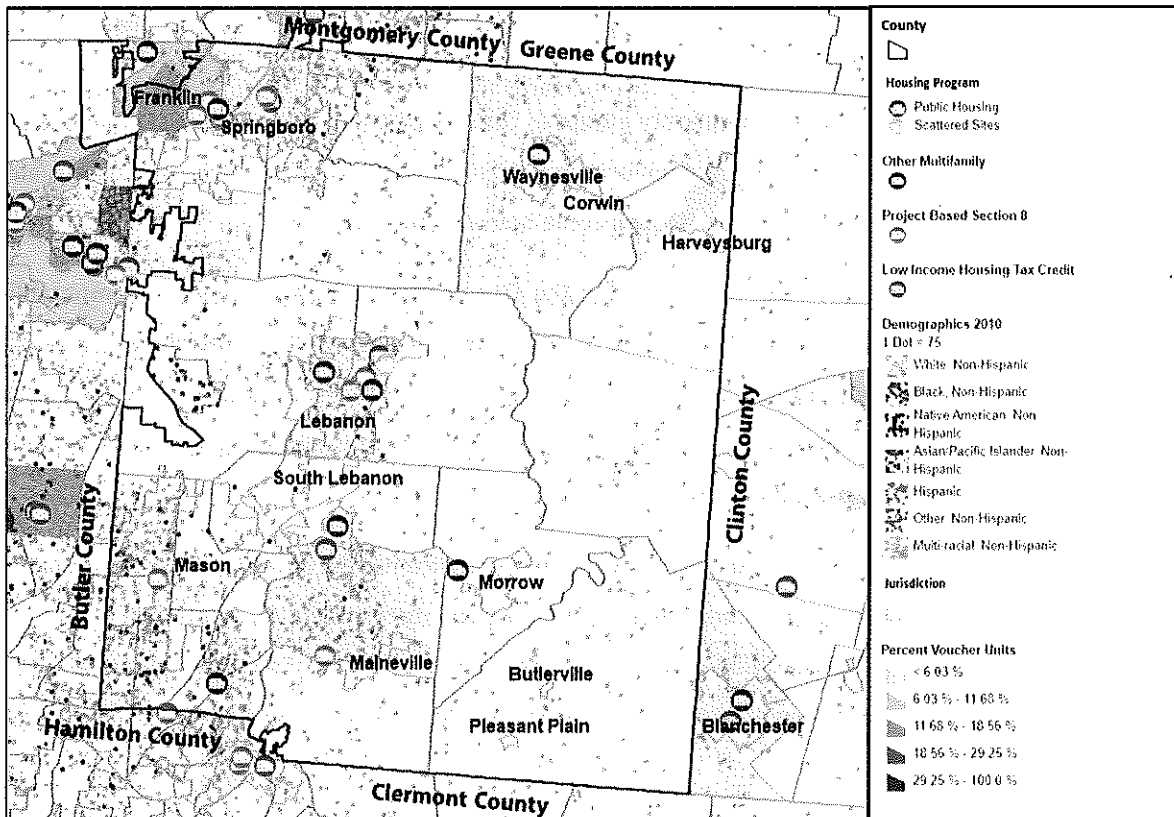
Similarly, the County-defined R/ECAP located within the City of South Lebanon reflects a comparable demographic makeup, with a larger population of Black, Other, and Multi-racial minority groups. Although there is a generally higher concentration of minorities in the surrounding areas of South Lebanon, Deerfield Township, and Mason, this R/ECAP specifically indicates a high concentration of both minority groups and low-income individuals.

These public housing developments and units do not display significant differences from other housing programs or the general demographic composition of Warren County residents. As mentioned previously, the demographic composition of protected classes in other forms of publicly supported housing is consistent across housing programs and is generally comparable to the demographic makeup of the County.

Table 5C.8 below illustrates the demographic makeup of occupants across all housing programs is not significantly different. The data indicates that there is a higher proportion of White residents utilizing these programs, which is consistent with the overall demographics of Warren County. The second-highest demographic group in each program was the Black population, followed by Hispanic and/or Asian residents. It is worth noting that households with children were more prevalent in the Public Housing and Project-Based Section 8 programs, with 127 and 197 households respectively.

Housing Program	# Of Programs	# Of Units	White (%)	Black (%)	Hispanic (%)	Asian (%)	Households with Children
Public Housing	2	207	90.74	4.87	4.39	N/A	127
Project Based Section 8	8	560	92.46	6.64	0.90	N/A	197
Other Multifamily	7	284	93.89	3.10	0.88	2.13	N/A

Table 5C.8: Demographics of Publicly Supported Housing Developments, by Program. Source: HUD



Map 5C.6: Demographics and Housing Programs within Warren County. Source: HUD, OKI



Map 5C.6 below reveals that the Warren County population is predominantly white across the entire County. Although there are specific areas within the County, such as Mason, Franklin, and Lebanon, with a higher concentration of minority residents, there is no single minority race/ethnicity that significantly predominates the use of housing programs. Despite the concentration of housing programs in these areas, they are still primarily used by the white population in Warren County.

Despite having multiple housing programs within their jurisdictions, the demographic composition of the occupants in the cities of Franklin and Lebanon is not reflective of the concentrated areas of minority populations in those cities. As previously noted, there are no differences in the location of public housing and other multifamily housing options that serve families with children, elderly residents, and individuals with disabilities. These housing programs are dispersed throughout Warren County and nearby jurisdictions to aid County residents who require additional support.

Disparities in Access to Opportunity

Following stakeholder interviewing with public housing providers, there were no noticeable trends associated with residents of publicly supported housing programs. However, there is a general desire for additional public housing units to be available to the public.

Table 5C.9 and Table 5C.10 below identify opportunity indexes for race/ethnicity groups within Warren County, associated with various opportunity factors, such as poverty, school proficiency, transportation cost, and job proximity from an individual’s neighborhood.

	Low Poverty Index	School Proficiency Index	Labor Market Index	Transit Index	Low Transportation Cost Index	Jobs Proximity Index	Environmental Health Index
White	80.86	82.88	72.30	32.59	39.74	42.23	55.10
Black	89.11	80.61	50.46	46.01	47.01	55.38	56.95
Hispanic	81.32	86.33	75.28	35.42	43.39	50.72	53.13
Asian or Pacific Islander	90.95	93.16	86.77	41.36	44.82	64.50	47.51
Native American	77.59	82.66	68.97	32.01	40.21	37.56	56.19

Table 5C.9: Demographic Opportunity Indexes within Warren County. Source: HUD

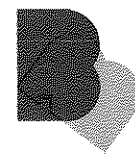
	Low Poverty Index	School Proficiency Index	Labor Market Index	Transit Index	Low Transportation Cost Index	Jobs Proximity Index	Environmental Health Index
White	65.40	74.88	58.71	33.06	43.88	43.78	53.26
Black	72.20	75.96	66.48	37.41	45.61	51.37	51.52
Hispanic	60.30	79.04	65.49	33.10	48.02	38.70	58.22
Asian or Pacific Islander	60.08	75.24	52.99	35.73	50.85	74.76	44.04
Native American	N/a	N/a	N/a	N/a	N/a	N/a	N/a

Table 5C.10: Demographic Opportunity Indexes below the Poverty Level within Warren County. Source: HUD

2. Additional Information

The surrounding counties of Montgomery, Hamilton, and Butler, all provide various public housing programs, including Project Based Section 8 Housing, Low-Income Housing Tax Credits, Scattered Housing, and Other Multifamily options, which are all accessible to residents of Warren. A notable trend in the region is the concentration of minority populations living outside the limits of Warren County, as there are few areas within Warren County that have concentrated populations of minority groups that are supported by public housing programs.

During the public housing focus group, various agencies expressed concerns regarding the provision of affordable and public housing to low-income individuals within Warren County. The Warren Metropolitan Housing Authority identified there are 48 voucher holders who cannot find housing, and often required “porting out” to another jurisdiction outside of Warren County to find additional housing assistance. The cities of Middletown and Hamilton, within Butler County, were both identified as common locations for voucher holders to move to, although these areas do not necessarily provide as many opportunities for economic and social mobility as they would have access to within the County.

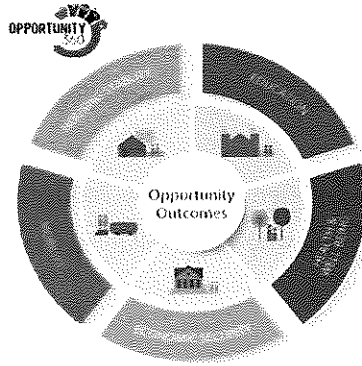


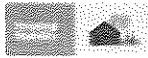
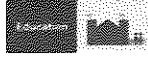
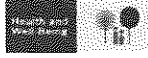


Butler Metro
 housing authority



Cincinnati Metropolitan
 Housing Authority

The development process to provide more public housing has faced limited political and community support. This lack of support has posed challenges in expanding the availability of public housing options to meet the demand



-  Homeownership
 - Housing Cost Burden
 - Proximity to Job/Activity
-  Education
 - High School Completion
 - Higher Education Attainment
-  Health and Well-Being
 - Access and affordability of health care
 - Health status
-  Economic Stability and Security
 - Economic Stability
 - Employment
-  Transportation
 - Transit and Vehicle Access
 - Commute Time

of the community. Further efforts may be necessary to garner more support and address the evaluation to provide more public housing units in Warren County.

	Section 8	Public Housing
Male	123	223
Female	733	1018
Elderly	15	89
Non-Elderly	841	1152
With Disabilities	118	326
Without Disabilities	738	915
White	280	871
Black	536	294
American Indian/Alaskan Native	19	31
Asian or Pacific Islander	10	15
Other	0	0

Table 5C.11: Demographics of Residents on Waitlists within Warren Metropolitan Housing Authority. Source: WMHA

Additional information provided by the Warren Metropolitan Housing Authority identifies demographics associated with the waitlist for Public Housing and Section 8 Housing within Warren County. **Table 5C.11** below identifies the demographics for both waitlists. Additional information provided by the Warren Metropolitan Housing Authority and Warren County Board of Developmental Disabilities helps identify the waitlist demographics, and location that these residents are located in.

3. Contributing Factors of Publicly Supported Housing

- **Admissions and occupancy policies and procedures, including preferences in publicly supported housing**

Through stakeholder interviews, it was identified that many residents prefer housing within Warren County, however, are limited in their preference by affordability and housing stock available.

- **Community opposition**

Several housing providers noted that community opposition and a lack of political will to support affordable housing and multifamily developments are prevalent issues in Warren County. As a result, many housing providers are looking outside of the County, where there is community support to new developments.

- **Displacement of residents due to economic pressures**

Economic pressures in Warren County have resulted in the displacement of some residents, particularly those with low incomes. As the affordability of housing stock in the region and within Warren County increases, the location of those in housing programs is affected. This can result in displacement, as residents may be forced to move to less desirable areas or even outside of the County to find affordable housing.

- **Impediments to mobility**

This displacement can be especially problematic for individuals who rely on public transportation, as they may be forced to relocate to areas without accessible transportation options, further limiting their employment and housing opportunities.

- **Impediments to portability**

Impediments to portability for fair housing in Warren County include limited availability of affordable housing in high-opportunity areas outside of the County, lack of transportation options for residents who want to move to other areas, and the administrative burden of transferring housing assistance to a new location.

- **Lack of access to opportunity due to high housing costs**

The high cost of housing in Warren County can limit access to opportunities for many residents, particularly those with low incomes. The limited availability of affordable housing options in areas with better job prospects and access to transportation can make it difficult for individuals to move to areas

with better economic opportunities, leading to limited mobility and economic advancement. Additionally, high housing costs can force some residents to choose between paying for housing or other necessities such as healthcare, education, and food, which can further restrict their access to opportunities. Some residents choose to pay more for housing to live in a certain community or school district.

- **Lack of meaningful language access**

Through stakeholder interviews, many addressed a language barrier that is being addressed currently, and the proactive measures taken to identify the cultural and language barriers that are present within the community.

- **Lack of public and/or private investment in specific neighborhoods, including services and amenities**

Warren County has made various investments to benefit its residents, with the utilization of Community Development Block Grant Funds and private investment being key sources of funding. These investments have included a range of initiatives such as infrastructure improvements, community services, and economic development programs to expand access to opportunities and enhance the quality of life for all residents.

- **Land use and zoning laws**

Several stakeholders have noted the limitations imposed by land use and zoning laws on the potential for new development within Warren County. These laws can restrict the type of housing and density of development, limiting the supply of affordable housing options and constraining the ability of developers and housing providers to meet the needs of all residents.

- **Occupancy codes and restrictions**

Through inspections of new and old properties, housing providers have felt that certain occupancy policies and procedures have limited the location and types of housing stock within the community.

- **Siting selection policies, practices, and decisions for publicly supported housing, including discretionary aspects of Qualified Allocation Plans and other programs**

Stakeholders have expressed concern that these plans may not fully account for the need for affordable housing in all parts of Warren County, particularly in high-opportunity areas where there may be community resistance to the development of affordable housing.

Warren County Assessment of Fair Housing

Section V. D. Disability and Access Analysis

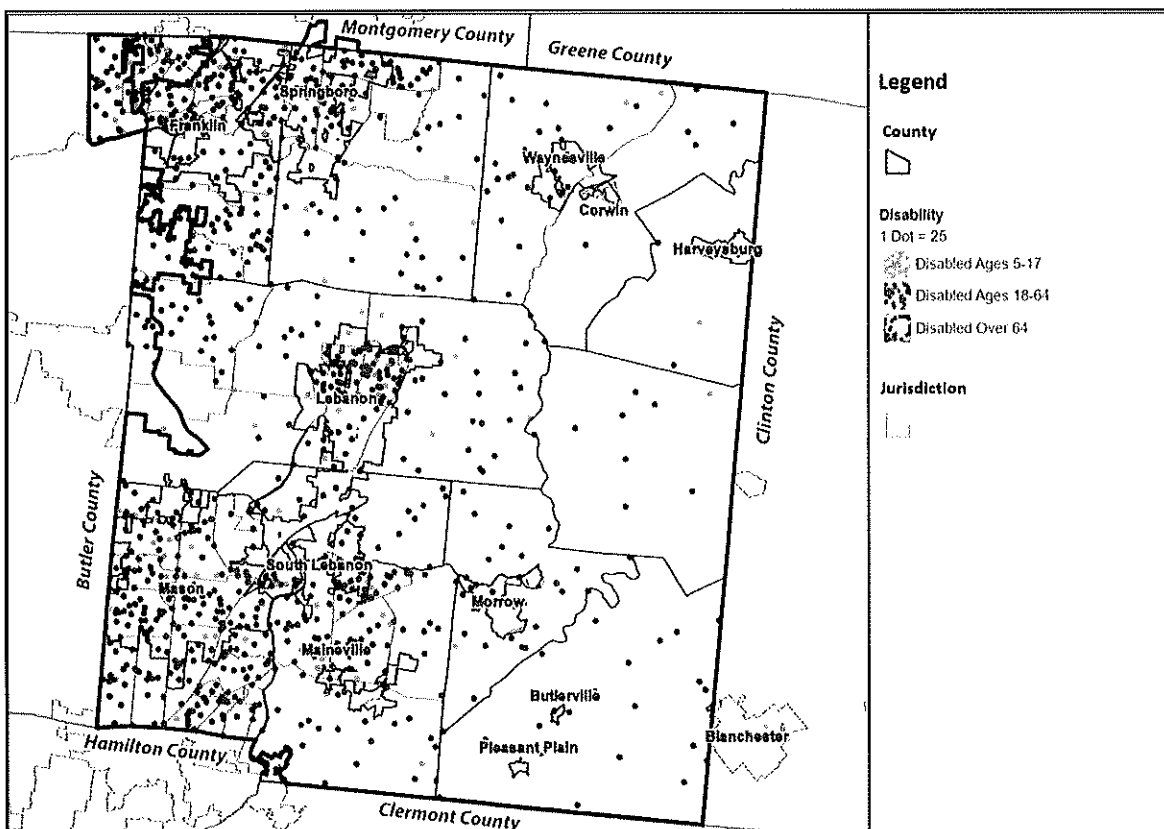


1. Population Profile

The distribution of individuals with disabilities across Warren County shows a notable concentration in the western part of the County. **Map 5D.1** illustrates this pattern, with cities such as Franklin, Springboro, Lebanon, Mason, South Lebanon, and Maineville displaying a higher density of individuals with disabilities compared to other areas of the County. Additionally, the townships of Franklin, Clearcreek, Turtlecreek, Deerfield, and Hamilton also exhibit a higher concentration of individuals with disabilities.

Age of People with Disabilities	Warren County, Ohio		Metropolitan Cincinnati	
	Number	Percent	Number	Percent
Age 5-17	1,448	0.75%	22,356	1.12%
Age 18-64	9,109	4.71%	142,516	7.13%
Age 65 and Older	7,712	3.98%	95,392	4.77%

Table 5D.1. Persons with Disabilities by Age – Warren County and the region. Source: HUD



Map 5D.1 Persons with Disabilities by Age in Warren County. Source: HUD

Map 5D.2 and **Map 5D.3** provide further insight into the distribution of persons with disabilities in Warren County, specifically by type of disability. These maps align with **Map 5D.1**, where residents with disabilities tend to live within the western portion of Warren County. Regardless of the specific type of disability, it is evident that individuals with disabilities tend to reside in areas with higher population density within the County.

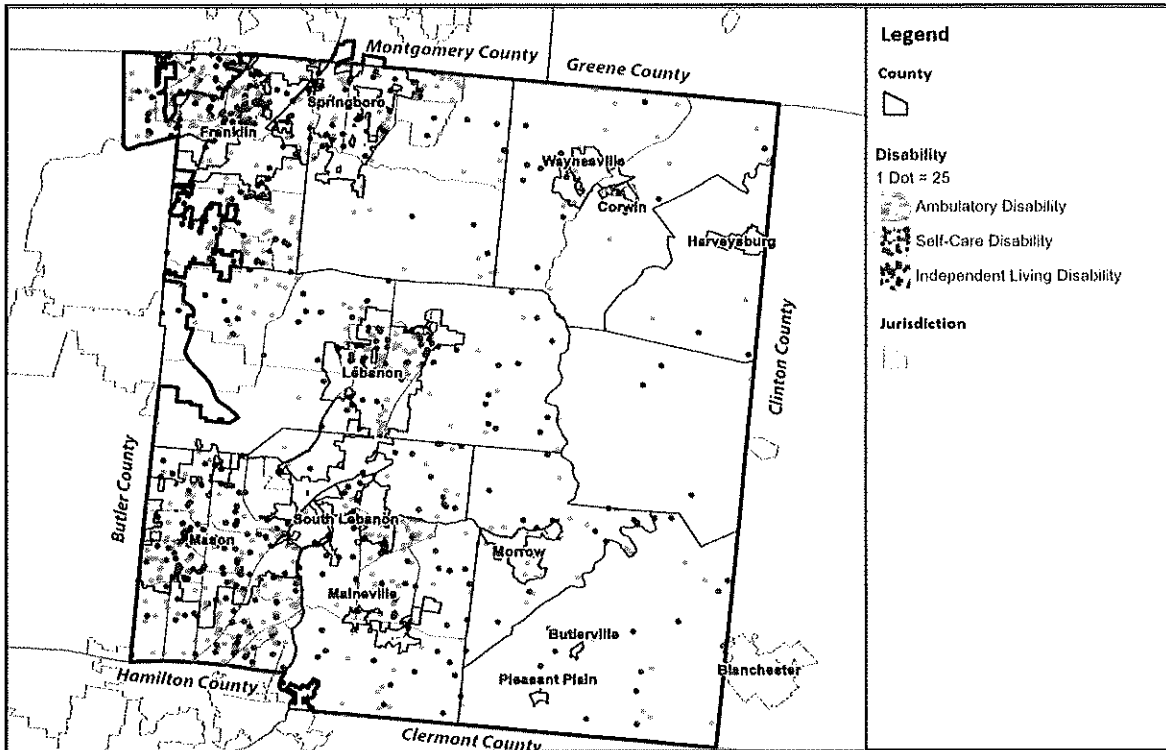
Disability by Type	Warren County, Ohio		Metropolitan Cincinnati	
	Number	Percent	Number	Percent
Hearing Difficulty	5,326	2.75%	69,052	3.46%
Vision Difficulty	2,540	1.31%	43,830	2.19%
Cognitive Difficulty	6,478	3.35%	102,070	5.11%
Ambulatory Difficulty	9,643	4.98%	132,312	6.62%
Self-Care Difficulty	3,520	1.82%	51,291	2.57%
Independent Living Difficulty	6,584	3.40%	91,589	4.58%

Table 5D.2. Persons with Disabilities by Difficulty Type – Warren County and the region. Source: HUD

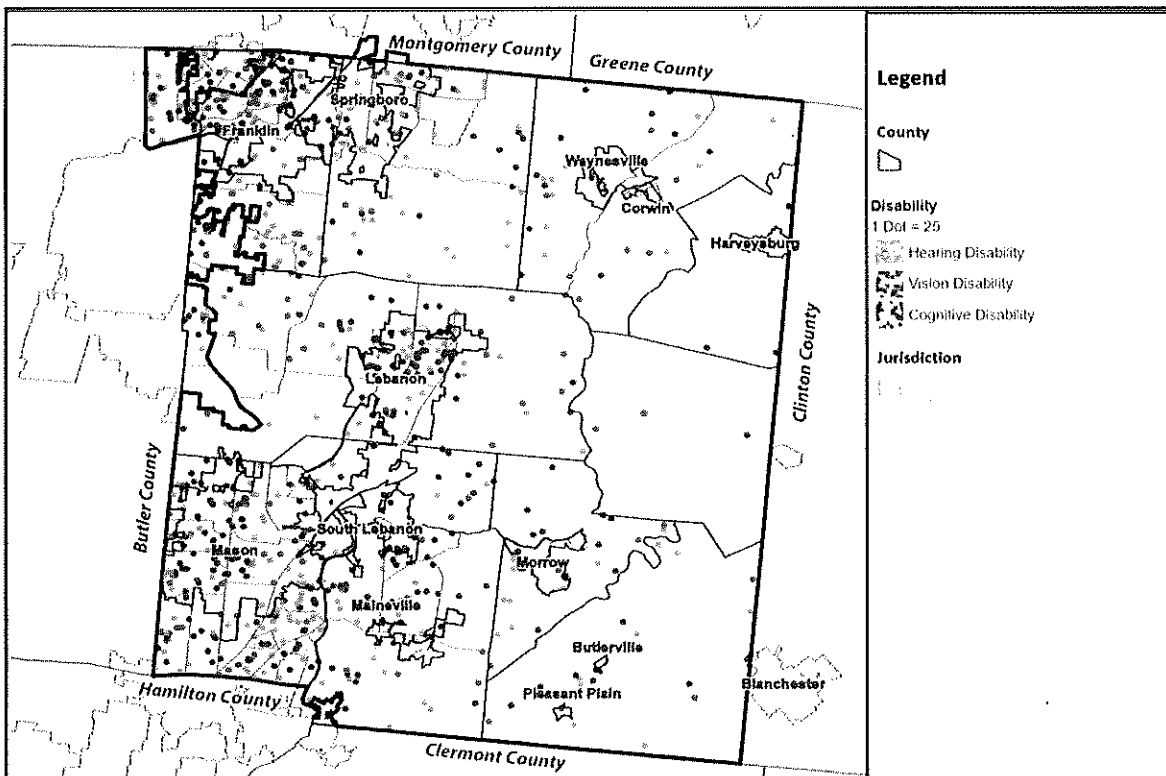
Table 5D.1 and **Table 5D.2** present valuable data on the population and percentage of individuals with different disabilities, categorized by age and type. These tables indicate that the age distribution of people with disabilities in Warren County closely resembles that of the broader region. However, it is worth noting that the total number of individuals with disabilities in Warren County is lower due to its smaller demographic size in comparison to the region. Among the age cohorts, the largest group with the highest percentage of individuals with disabilities falls within the 18-64 age range.



Upon analyzing the breakdown of disability types, it is evident that Warren County and the broader region share notable similarities. In both areas, the three most prevalent types of disabilities are Ambulatory Difficulty, Cognitive Difficulty, and Independent Living Difficulty. The presence of these common disability types suggests that individuals facing challenges related to ambulation, cognition, and independent living encounter similar barriers and require comparable support and accommodations in both Warren County and the region as a whole. This information helps in understanding the specific needs of individuals with disabilities and tailoring appropriate services, resources, and accessibility measures to meet those needs effectively.



Map 5D.2. Persons with Ambulatory, Self-Care, and Independent Living Difficulties in Warren County. Source: HUD



Map 5D.3. Persons with Hearing, Vision, and Cognitive Difficulties in Warren County. Source: HUD

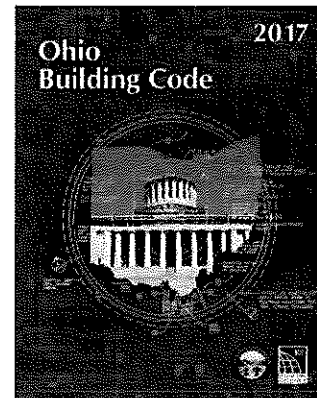


2. Housing Accessibility

Further evaluation is necessary to identify the opportunities in access to housing units for persons with disabilities in Warren County. The publicly supported housing is concentrated in the western areas and the center of the County, while the eastern areas have an inadequate inventory of publicly supported housing to serve persons with disabilities in these areas. Publicly supported housing is distributed throughout the County in the cities of Franklin, Lebanon, Mason, and South Lebanon, and the villages of Carlisle, Waynesville, and Morrow. Some of these locations align with the County-defined R/ECAP areas, mainly in the City of South Lebanon. While there is rental housing available to older adults with disabilities over the age of 55, there is limited housing available for younger people with disabilities and permanent support housing is difficult to find for people with mental and/or physical disabilities.

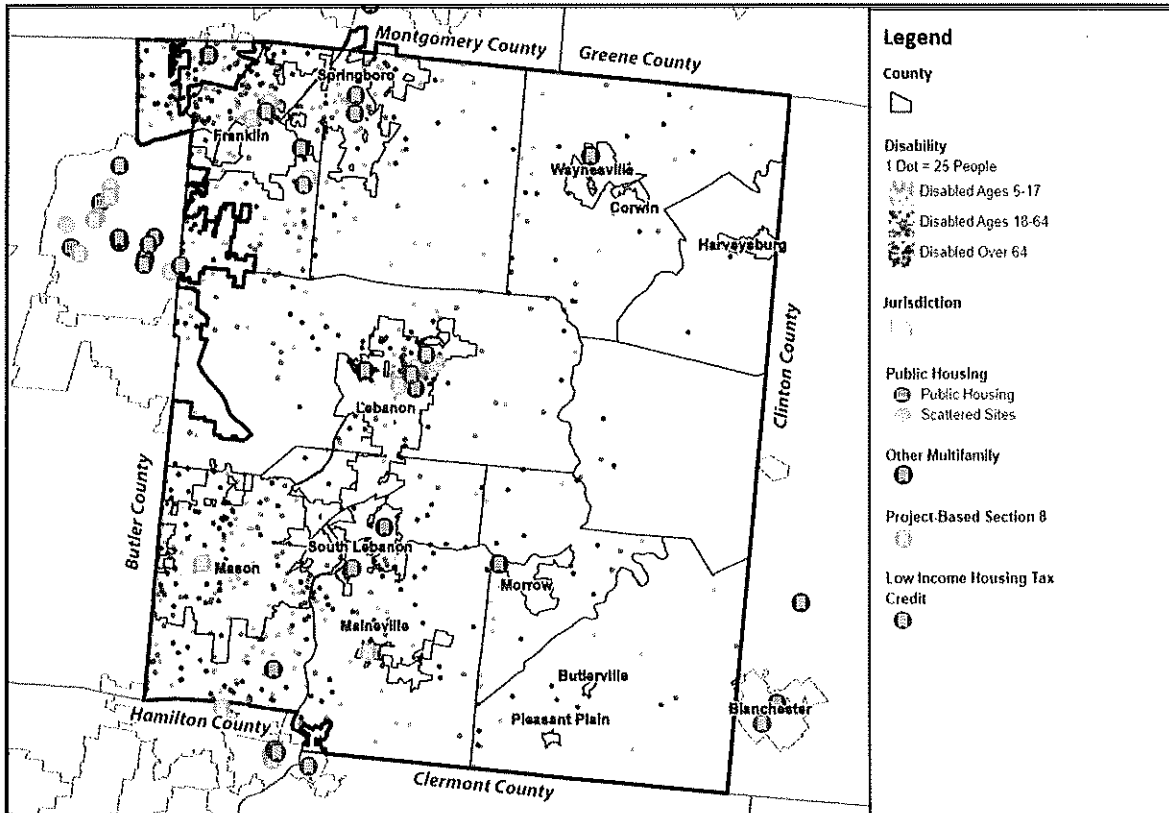


There is little single-family housing with a universal design that has been constructed throughout the County. However, the County continues to utilize the Ohio Basic Building Code to guarantee accessibility for citizens with physical and mobility challenges. The Commercial and Multifamily Permit Application provides specific notice of the need to comply with federal requirements, such as the Americans with Disabilities Act. All multifamily housing construction after 1991 is required to be ADA accessible or have ADA compliant units to meet the federal accessibility standards of the Fair Housing Act. Single-family housing is not required to meet these provisions.



New Housing Ohio is a community-driven organization with a mission to foster the creation of affordable and diverse ranges of housing options for various underserved populations, including those with mental illness, developmental disabilities, addiction issues, individuals who were formerly incarcerated, and homeless communities. New Housing Ohio currently owns and manages 64 housing units in Warren County. The Warren County Board of Developmental Disabilities (BODD) Community Housing Assistance Program plays a vital role in providing program financing and overseeing housing arrangements for adult individuals with disabilities. Currently, the Community Housing Assistance Program owns a total of eighty-seven (87) homes specifically designed to accommodate the needs of individuals with disabilities, and on (1) homes that is owned by the Warren County Board of Developmental Disabilities.

Map 5D.4 provides a visual representation of the accessibility of publicly supported housing for individuals with disabilities within the jurisdiction and region. It identifies certain housing programs, such as Project-Based Section 8 and Public Housing, which exhibit a significant concentration of persons with disabilities in close proximity. This information emphasizes the importance of these housing programs in providing accessible and supportive housing options for individuals with disabilities in the area.



Map 5D.4. Disability by Age and Publicly Supported Housing Locations. Source: HUD

People with Disabilities Served by Publicly Supported Housing		
Warren County, Ohio	Number	Percent
Public Housing	35	17.56%
Project-Based Section 8	108	19.22%
Other Multifamily	1	0.34
HCV Program	178	34.66%
Metropolitan Cincinnati	Number	Percent



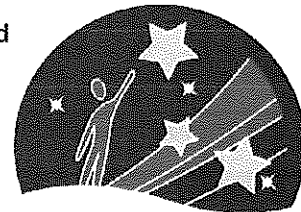
Public Housing	1,880	25.02%
Project-Based Section 8	2,519	24.34%
Other Multifamily	93	7.19%
HCV Program	4,337	23.59%

Table 5D.3. Persons with Disabilities Served by Publicly Supported Housing within Warren County and the region. Source: HUD

3. Integration of Persons with Disabilities Living in Institutions and Other Segregated Settings

The affordable and accessible housing in Warren County must be further evaluated and addressed. Public transportation was emphasized by focus groups as a necessity for persons with disabilities (as it has been for the other protected class categories). The Warren County Board of Developmental Disabilities (BODD) provides services and supports to over 2,300 people in Warren County who have developmental disabilities. BODD has established relationships with private care facilities to provide housing vouchers for persons with disabilities of all ages. The homes are designed to house one or two persons on a long-term basis in an effort to receive more individual care and supportive services than an institution could provide. BODD works with landlords to locate rental properties for their clients through a County levy. The clients could be eligible to receive BODD assistance. BODD has only 90 homes throughout the County that can house persons with disabilities. The houses are spread throughout the County to secure integrated housing options for the clients.

Warren County Board of Developmental Disabilities (BODD) also works with the Community Housing Assistance Program (CHAP), which was incorporated as a 501(c)(3) charitable organization in 1992. CHAP has been in existence serving individuals in Warren County for 30 years. The program finances and supervises housing for adult persons with disabilities. The organization purchases houses, conducts any necessary renovations and repairs, and rents them to residents with disabilities that are at the



Warren County Board of Developmental Disabilities

level of reasonable self-sufficiency. The Community Housing Assistance Program currently owns eighty-seven (87) homes and manages one (1) home owned by the Warren County Board of Developmental Disabilities.

Funding is a major factor regarding the lack of housing in this program. Rent from individuals is the major source of income. Since their rent cannot be more than 30% of their income, some housing



vouchers are available through the Warren Metropolitan Housing Authority by Section 8 or through the BODD. The program rents the housing to their clients by bedroom. Individuals must have the resources to pay rent, utilities, and personal expenses. These resources include but are not limited to Section 8 rental assistance, food stamps, social security income, income from working, etc. Individuals must also have resources available to pay for support staff as needed. All these resources must be in place before a move.

The Warren County Board of Developmental Disabilities (WCBDD) also provide grant funding to Community Housing Assistance Program (CHAP) for them to purchase more housing throughout Warren County. The County could continue to evaluate and identify more landlords to be involved in the program to meet the needs.

Jurisdiction	Single-Family 3-4 Bedrooms	Duplex 3 Bedrooms	Two Bedroom	One Bedroom	Total Possible Rooms
Franklin	2	0	0	0	6
Lebanon	18	14	23	6	149
Loveland	1	0	0	0	3
Maineville	5	0	0	0	17
Mason	5	0	3	0	21
Monroe	1	0	0	0	3
South Lebanon	3	0	0	0	9
Springboro	3	0	0	0	10
Waynesville	1	4	0	0	15
Total	39	18	26	6	233

Table 5D.4. Community Housing Assistance Program (CHAP) Unit Sizes by Jurisdiction. Source: Warren County BODD

As was identified, another partner with the Warren County Board of Developmental Disabilities is New Housing Ohio (NHO). This is a community driven organization that facilitates the development of affordable and supportive housing for people in need by providing a



continuum of housing options for residents who are mentally ill, have a developmental disability, or addiction, are formerly incarcerated, and homeless populations. The organization owns 64 units in Warren County. The organization recently encountered a notable case involving a landlord who



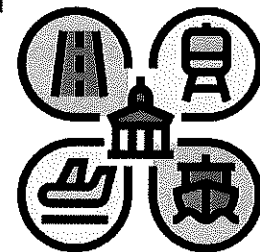
undertook apartment remodeling, as per the renter's request, to make the unit ADA-compliant. This initiative was taken to accommodate a client with a disability in Warren County. However, when people with disabilities who have vouchers cannot find affordable housing in the County, they usually (as the other protected class categories) port out to Butler County, mainly to the City of Hamilton and the City of Middletown, where more affordable housing is available.

Warren County has an opportunity to explore the potential benefits of integrating the Ohio 811 Program, overseen by the Ohio Housing Finance Agency (OHFA). This program caters specifically to extremely low-income households where one or more adults have a disability. Through the Ohio 811 Program, eligible individuals can access rental subsidies and gain entry to supportive services, enabling them to reside in an integrated setting that caters to their unique needs. To facilitate this process, the Ohio Department of Developmental Disabilities could designate the Warren County Board of Developmental Disabilities (BODD) as a referral agent. As a referral agent, the BODD would play a key role in identifying suitable candidates and referring them to be placed on the waiting list for the Ohio 811 Program.

4. Disparities in Access to Opportunity

1. Government services and facilities: Most of the government buildings and facilities in Warren County are accessible to the County's residents with mobility constraints and developmental disabilities. One issue that people with disabilities face is limited access to public transit. The Warren County Transit service does not meet the transportation needs of the low-income residents, individuals with disabilities, elderly residents, and individuals with developmental disabilities. The Warren County Transit service routes are limited and do not provide rides to the government buildings and facilities in the County.

2. Public infrastructure (e.g., sidewalks, pedestrian crossings, pedestrian signals): Further evaluations of the public infrastructure can be conducted to determine how to adequately address the needs of individuals with disabilities in multiple areas of Warren County. The cities of Franklin, Lebanon, South Lebanon, and Carlisle, along with the Village of Maineville, have been identified as areas with significant concentrations of protected groups. Among these, the Village of Maineville stands out as having the greatest need for revitalization, infrastructure enhancements, and the incorporation of quality-of-life amenities to ensure the creation of accessible neighborhoods within these jurisdictions.



These areas have experienced very little change over time and no significant improvements or strategies have been holistic in approach. Recommendations and strategies were provided by the Warren County Regional Planning Commission (WCRPC) to several jurisdictions (Hamilton Township, the City of South Lebanon, and the City of Franklin) for ADA-compliant pedestrian connectivity and improvements for main intersections in the comprehensive plans that were conducted by WCRPC. However, the rural areas in the County still lack the essential public infrastructure for people with disabilities such as sidewalks, pedestrian crossings, pedestrian signals, public transit, and others.

3. Transportation: Persons with disabilities face some of the greatest barriers to fair housing choice due to needed accessibility features, as well as access to public transit, support services, and/or affordability. Warren County's aging population is growing, and this cohort may experience ambulatory difficulties as they continue to live within the County. The mobility impaired portion of the population is most likely in need of specialized transit consideration, as they would most likely not be able to drive, walk independently, or utilize public fixed-route transportation services. The County's aging population may continue to be observed so that they may still have the ability to access essential services, such as doctor's visits, grocery shopping, public meetings, and others. The needs of the County's elderly population may also be considered in terms of how it affects their housing choice. This year, the OKI 5310 Oversight Team reviewed a grant application from Warren County Community Services and recommended granting Warren County Community Services a federal fund for a mobility improvement project in the County. The 5310 Oversight Team is a team identified by the OKI Coordinated Public Transit-Human Services Transportation Plan. The team reviews grant applications for federal funds through Title 49 U.S.C. Section 5310 which authorizes the formula assistance program for the Enhanced Mobility of Seniors and Individuals with Disabilities Program and provides formula funding to states and designated recipients to improve mobility for seniors and individuals with disabilities.

4. Proficient schools and educational programs: Students with developmental disabilities in Warren County receive sufficient resources and high-quality programs that help them to have equal access to the County's schools. The County's school districts offer a continuum of services to meet the needs of their student population such as health services, special education, transportation services for students with disabilities, and homeless students who port out of the County. The health centers and hospitals in the region provide mobile medical services to the school districts. Recently, several school districts in the County, such as Mason City Schools District, are looking to provide school-based health centers to serve





the students and the faculty members. Franklin City School District, have higher populations of students with developmental disabilities than the other school districts in the County. Local organizations, including churches and other non-profit organizations, support the Franklin School District, and other districts through providing supportive services to the students. The Warren County Board of Developmental Disabilities (BODD) provides grants to Franklin School District and other County school districts to support beyond regular educational services and to enhance the learning experiences over and above what is already being provided.

5. Jobs: Warren County has a variety of job opportunities. Several big companies were moved to the County recently bringing thousands of employees who have limited access to affordable and accessible housing. Warren County may consider an in-depth evaluation to provide more affordable and accessible housing options to accommodate the community's workforce, so they live and work within the County. Reasonable accommodation standards are less influenced by zoning codes, it is based on developers/homeowners applying these standards to housing units. Zoning department's review for reasonable accommodation is limited to the exterior of the structure. Warren County currently has standards in place for reasonable accommodation for persons with disabilities seeking equal access to housing under the Federal Fair Housing Act and the State of Ohio Fair Housing Act. These standards imitate the standards that the State of Ohio allows through the Ohio Revised Code. A request for reasonable accommodation may include a modification or exception to the rules, standards, and practices for the site, development, and use of housing through variance requests that would eliminate regulatory barriers to provide a person with a disability an equal opportunity to housing of their choice. Persons with mental illness and persons with service animals/emotional support animals face difficulties in having access to affordable housing in the County, and are identified as experiencing denial of access by some communities.

5. Disproportionate Housing Needs

The eastern areas of the County were indicated as having limited access to affordable and accessible housing. Several stakeholder interviews and focus groups indicated further analysis may be necessary as these areas lack sufficient public infrastructure, transit services, and support services for persons with disabilities.



6. Additional Information

Comparable to the region, there were several discrimination cases based on disability and mental health issues in Warren County. The County witnessed a rise of individuals with mental health issues seeking housing, and a resistance from the community to house these individuals. There are not enough housing vouchers available to support persons with disabilities and mental health issues. The County with the local organizations such as Housing Opportunities Made Equal (HOME) and New Housing Ohio strives to support persons with disabilities and persons with mental illnesses, and to provide quality services to this population.

7. Disability and Access Issues Contributing Factors

- **Access to publicly supported housing for persons with disabilities**

The accessible publicly supported housing in Warren County may require further review. There are currently 322 publicly supported units in the County, with a waitlist for each category of units.

- **Access to transportation for persons with disabilities**

Access to private and public transit is an identified challenge for persons with disabilities in Warren County. Due to a shortage of drivers, routes for public transit are very limited and often unreliable. Some jurisdictions receive transit services from private or community-based organizations that provide transit and day services for individuals with intellectual and developmental disabilities.

- **Inaccessible government facilities or services**

Most government buildings in Warren County are accessible. One barrier to accessing these facilities is the lack of sufficient public transit for persons with disabilities to and from these buildings.

- **Inaccessible public or private infrastructure**

Accessible infrastructure is limited to a few jurisdictions in Warren County. The accessible infrastructure as sidewalks, pedestrian crossing, curb cuts, ramps, audible pedestrian signals, and others are inadequate in some cities (South Lebanon, Carlisle) and villages (Morrow) and rare in the rural areas of Warren County which limit access to affordable housing in these areas.

- **Lack of affordable in-home or community-based supportive services**

Supportive services such as medical services and assistance with daily living activities may require extensive review for the entirety of Warren County. Several organizations and non-profits, including churches and food pantries, have been recognized for their efforts in bridging the gap and providing



essential services and assistance to residents in need. These organizations play a vital role in addressing unmet needs and providing support to individuals and families within the community. Their contributions help ensure that residents have access to necessities, such as food, shelter, and other essential resources.

- **Lack of affordable, accessible housing in a range of unit sizes**

Several focus groups and residents addressed limited access to affordable and accessible housing in general within Warren County. Among the housing stock available, there is a limited range of houses and unit sizes to meet the specific needs of each resident. There is no enforcement for universally designed housing units within Warren County.

- **Lack of affordable, integrated housing for individuals who need supportive services**

Several focus group participants indicated supportive services are unaffordable throughout the region. Community-based services are limited to churches and non-profit organizations however these organizations struggle to provide ample services. The population with developmental disabilities is increasing in Warren County, which may lead to a further assessment of the availability and the cost of the services that are essential for this population.

- **Lack of assistance for transitioning from institutional settings to integrated housing**

Warren County Board of Developmental Disabilities (BODD) provides services for persons with disabilities to ease the transition from institutional settings to accessible and affordable housing. BODD has homes spread throughout the County to guarantee integrated housing options for their clients.

- **Land use and zoning laws**

Several jurisdictions in Warren County limit the types of housing units permitted. Patio homes, zero-lot-line housing, accessory dwelling units, and other types of small lot housing were restricted or not permitted. Warren County adopted a new zoning code that permits these types of housing, but several urban jurisdictions still restrict these uses. The County's jurisdictions may consider an update to their zoning codes to include mixed-use/higher density districts, encourage infill and revitalization, and implement visitability standards and universal design guidelines outside of senior living facilities.

- **Location of accessible housing**

Accessible housing in Warren County is more concentrated in the western areas and the center of the County, while accessible housing options are scarce in the eastern areas of the County where the public infrastructure is insufficient.



- **Occupancy codes and restrictions**

Some jurisdictions in Warren County may evaluate their occupancy standards and “Family” definition in their zoning codes to allow flexibility for the number of individuals, related or unrelated, who could live in single-family housing.

- **Source of income discrimination**

The rental issues that individuals with disabilities face in Warren County are reported as being associated with the source of income. Private landlords do not accept subsidies from the Housing Choice Voucher (HCV) program and do not rent to voucher holders. Federal law does not prevent landlords from rejecting housing vouchers. Several states and localities have enacted source of income protection laws that can increase voucher acceptance. These laws prohibit discrimination based on income sources such as disability benefits and others. Few jurisdictions in the State of Ohio, not including Warren County, enacted the source of income protection laws.

- **State or local laws, policies, or practices that discourage individuals with disabilities from living in apartments, family homes, supportive housing, shared housing, and other integrated settings**

Zoning limitations and community resistance are reported to pose challenges to the implementation of high-density developments within the jurisdictions in Warren County.



Warren County Assessment of Fair Housing

Section V.

E. Fair Housing Enforcement, Outreach Capacity, and Resources Analysis



1. Unresolved Cases, Charges, and Findings of Fact

Identifying and addressing unlawful discrimination is crucial to promoting fair housing. To gauge the extent of such discrimination in the housing market, it is essential to measure and analyze complaints filed with organizations like Housing Opportunities Made Equal (HOME) and the Ohio Civil Rights Commission, and to analyze the trend since the previous Analysis of Impediments for Warren County in 2018. It is important to note that the absence of filed complaints does not necessarily indicate the absence of discrimination. Some individuals may not file complaints due to a lack of awareness about the complaint process or where to file them. They may also have concerns about potential unlawful repercussions if they were to file a complaint. Discriminatory practices can also be subtle, making them difficult to detect for individuals who lack the ability to compare their treatment with that of other home seekers. In some cases, individuals may be aware of discrimination but may not realize that it is illegal or that there are legal remedies available to address it. Based on the information gathered, the analysis indicates that the most reported occurrence of discrimination is associated with people with disabilities. In 2020, the U.S. Department of Housing and Urban Development closed 436 Fair Housing and Equal Opportunity cases filed by Ohio residents. Roughly half of these filed complaints were based on disability discrimination.

Ohio's Fair Housing landscape involves filing cases with different entities such as the U.S. Department of Housing and Urban Development (HUD), the Ohio Civil Rights Commission (OCRC), and local fair housing agencies like Housing Opportunities Made Equal (HOME). It is important to note that cases filed directly with the OCRC are also recorded in HUD's database if they involve discrimination under both federal and state law, ensuring comprehensive data collection. Complaints filed by individuals who believe they have experienced illegal discrimination provide valuable insights into the challenges faced in the housing market.



Under the Fair Housing Act, federal funding is authorized to support state and local agencies in implementing and enforcing fair housing laws. HUD administers grant programs that provide financial assistance to public and private agencies involved in fair housing initiatives. This collaboration allows for a coordinated approach to promoting education, providing information, and offering referrals to address barriers to housing choice and accessibility. In Warren County, fair housing laws are not enforced by local agencies. Instead, all enforcement of fair housing laws is carried out through state

legislation and state or local agencies. Local authorities do not have specific fair housing laws that they enforce; rather, they defer to the relevant state laws and agencies to handle any issues related to fair housing practices.

Complaints Filed with FHEO

Since the Analysis of Impediments conducted in 2018, the Fair Housing and Equal Opportunities (FHEO) division of HUD has reported a total of eight (8) charges related to violations of civil rights laws that were filed within Warren County.

Table 5E.1 provides a breakdown of Title VIII fair housing cases filed by FHEO. Notably, a significant portion of these violations were associated with disability, with a total of 7 cases filed by FHEO. Furthermore, there were 3 charges related to a race basis, one charge related to a sex basis, and charges violations related to retaliation. Several

Form of Discrimination	Number of Cases
Race Basis	3
Disability Basis	7
Sex Basis	1
Retaliation Basis	3
Total Filed Cases	8

Table 5E.1: FHEO Filed Cases in Warren County by 2017. Source: HUD

violations were reported with multiple bases, however a total of eight (8) filed cases were reported by the FHEO.

As has been identified, it is worth noting that the lack of filed complaints with FHEO or any local or state organization does not necessarily imply the absence of discrimination. There are various reasons why individuals may choose not to file complaints, such as a lack of awareness about the complaint process or uncertainty about where to file them. This means that instances of discrimination may go unreported, making it essential to address not only the filed complaints but also to proactively raise awareness about the complaint procedures and avenues available to individuals who have experienced discrimination.

There have been no instances found where a substantially equivalent state or local fair housing agency has made determinations regarding violations of state or local fair housing laws. Additionally, no voluntary compliance agreements, conciliation agreements, or settlement agreements have been reached with HUD or the Department of Justice. Furthermore, there have been no letters of findings issued by the Department of Justice or lawsuits filed or joined by them, alleging patterns or practices or systematic violations of fair housing, nondiscrimination, or civil rights in general, including allegations of

a failure to actively promote fair housing. No pending administrative complaints or lawsuits against the locality, alleging fair housing violations or discrimination, have been identified.

Complaints Filed with Ohio Civil Rights Commission

Every year, the Commission’s Administrative Law Judges hold hearings on charges filed with the Ohio Civil Rights Commission in which Probable Cause has been found, and voluntary conciliation of the charge has not been successful. After each hearing, an Administrative Law Judge then prepares a report and recommendation for the Commissioners on the case, which can then be approved, rejected, or modified by the Commissioners before issuing their final order.

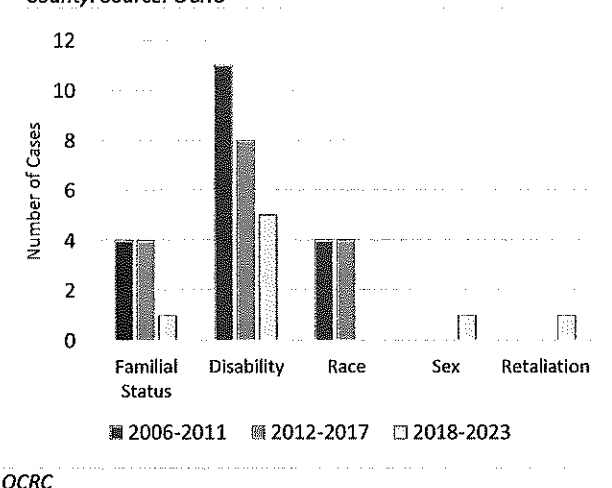
Since 2018, there have been nine (9) hearings held and administrative recommendations provided to the Commissioners by Administrative Law Judges, each concerning a violation of fair housing throughout Ohio.

Table 5E.2 and **Figure 5E.1**, identified on the right, illustrate the Ohio Civil Rights Commission (OCRC) hearings since 2018, and the complaints filed compared to previous years (2006-2011 and 2012-2017). The OCRC hearings illustrate a similar higher concentration as the FHEO, with a higher basis of discrimination towards individuals with disabilities. This is a similar notable trend identified in **Table 5E.2**, where the highest basis of complaints submitted to the OCRC is associated with disability discrimination related to fair housing.

The effectiveness of the Federal Fair Housing Act in addressing barriers to fair housing choice largely depends on the enforcement efforts. In this assessment, relevant judicial court case decisions and findings of fact

Form of Discrimination	Number of Cases
Disability Basis	5
Familial Status Basis	1
Sex Basis	2
Retaliation Basis	1
Number of Filed Cases	9

Table 5E.2: OCRC hearings concerning violations in Warren County. Source: OCRC



related to fair housing were reviewed and incorporated. This section specifically examines the recent hearings and findings of fact by the Ohio Civil Rights Commission (OCRC), which aim to eliminate



obstacles and enhance fair housing options. The focus of the review is on cases within the Dayton metropolitan area, providing insights into the local context and efforts to promote fair housing choice.

OCRC Findings of Fact

1. The Commission subsequently issued a complaint on April 5th, 2018.

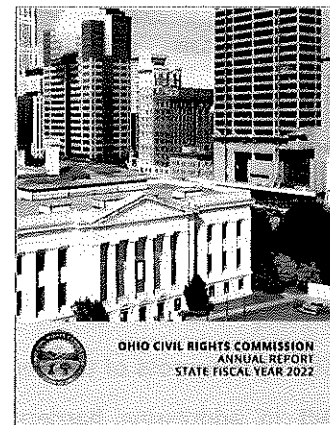
The complaint alleges that respondents discriminated against the complainant due to familial status. Respondents filed an answer to the complaint on May 9th, 2018, denying any unlawful discriminatory practices. The Commission made a recommendation on September 23rd, 2019, to order respondents to cease and desist from all



discriminatory practices of Chapter 4112 of the Revised Code, order the respondents to pay the complainant \$16,115.00, pay the Commission \$5,000.00 in civil penalties, order the respondents to receive training regarding anti-discrimination fair housing laws of the State of Ohio, and to submit a letter of certification for completing such training.

2. The Commission subsequently issued a Complaint on October 26th, 2018. The complaint alleges that Respondents refused to grant a reasonable accommodation to the Complainant based on their disability and refused to rent to the Complainant because of their emotional support animal. Respondents filed an Answer to the Complaint on November 30th, 2018, admitting certain procedural allegations but denied any engagement in any

unlawful discrimination practices. The Commission made a recommendation on September 23rd, 2020, to order the Respondents to cease and desist from all discriminatory practices of Chapter 4112 of the Revised Code, order the Respondents to pay the Complainant \$20,553.80, pay the Commission \$10,000.00 in civil penalties, order the Respondents to receive training regarding anti-discrimination fair housing laws of the State of Ohio, and to submit a letter of certification for completing such training.



3. The Commission subsequently issued a Complaint on April 28th, 2019. The complaint alleges that Respondents had engaged in unlawful discrimination practices. Respondents filed an Answer to the Complaint on August 26th, 2019, denying any engagement in any unlawful discrimination practices. The Commission made a recommendation on January 6th, 2021, to order Respondents



to cease and desist from all discriminatory practices of Chapter 4112 of the Revised Code, order the Respondents to pay the Complainant \$32,600.00, pay the Commission \$10,000.00 in civil penalties, order the Respondents to receive training regarding anti-discrimination fair housing laws of the State of Ohio, and to submit a letter of certification for completing such training.

Resources and Housing Organizations

There are several organizations in Warren County and the region that strive to provide resources and housing opportunities while promoting fair housing for all residents. The Warren County Fair Housing internet site serves as a valuable resource for individuals seeking assistance and information related to fair housing. It offers a range of resources and opportunities to help residents access the necessary help they need. It is important to note that the site is not designed to provide legal advice or act as an enforcement agency. Rather, its primary objective is to serve as a general County site where residents can learn more about fair housing. Visitors to the site can find information, guidance, and relevant resources to increase their understanding of fair housing principles and rights within Warren County and the State of Ohio. Some of these organizations listed on this site include:

Regional & National Resource Providers	
Housing Opportunities Made Equal (HOME)	Works to eliminate housing discrimination and promote equal housing opportunities. They provide education, advocacy, and assistance to individuals facing housing discrimination.
Legal Aid Society of Greater Cincinnati	Seeks to resolve serious legal problems of low-income people, to promote economic and family stability, and to reduce poverty through effective legal assistance
U.S. Department of Housing and Urban Development (HUD)	Responsible for national policy and programs that address America's housing needs, that improve and develop the Nation's communities, and enforce fair housing laws
Ohio Civil Rights Commission (OCRC), Dayton Regional Office	Promoting positive human relations amongst Ohio's diverse population through education and enforcement of laws against discrimination.

Table SE.3: Resources Providers – Regionally and Nationally. Source: Warren County Fair Housing



Several organizations identified not only offer resources to residents in need but also provide avenues for filing complaints at the local, state, and national levels. While HUD holds responsibility for national fair housing policy, residents have the option to file complaints with the FHEO division of HUD, which serves as a legal recourse for individuals who believe they have experienced fair housing discrimination. The Ohio Civil Rights Commission (OCRC) specifically concentrates on receiving charges, conducting hearings, and enforcing fair housing laws within the state of Ohio.

Warren County and the surrounding region are home to several organizations that offer additional resources, opportunities, and housing programs to assist residents in their housing needs. **Table 5E.4** identifies the housing organizations and resource providers associated with various agencies in the region, as identified on the Warren County Fair Housing site.

Local and Regional Housing Organizations and Resource Providers	
Safe on Main	Provide safety, healing, and empowerment of survivors of domestic violence, sexual assault, and human trafficking, while creating a supportive and knowledgeable community through education.
American Red Cross, Warren County Office	Prevents and alleviates human suffering in the face of emergencies and works to ensure all people affected by disasters across the country and around the world receive care, shelter, and hope.
Family Promise of Warren County	Assist families experiencing homelessness in Warren County to achieve sustainable independence through community-based response.
New Housing Ohio	Seek to provide support for individuals who are homeless, individuals struggling with addiction, and provide stability for those living with a mental illness or developmental disability.
Warren County Board of Developmental Disabilities	Provides services and support to over 2,300 people in Warren County who have developmental disabilities, operating out of four locations in Warren County.
Warren County Community Services	The largest charitable provider of social services to seniors, children, and their families in Warren County, impacting the lives of over 10,000 people each year.
Warren Metropolitan Housing Authority	A public nonprofit organization, funded by HUD to provide subsidized housing and resident initiative programs for eligible citizens of Warren County.

Warren County Veterans Office.	Provide resources for veterans regarding VA filing claims, temporary financial relief, and transportation for medical appointments.
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Table 5E.4: Resources and Housing Providers – Locally and Regionally. Source: Warren County Fair Housing

Complaints Filed with Housing Opportunities Made Equal

Housing Opportunities Made Equal (HOME) serves as a private fair housing agency in the Cincinnati metropolitan area. They offer counseling services to individuals who believe they have experienced illegal housing discrimination and assist them in collecting evidence and pursuing enforcement actions at a regional level. HOME also plays an active role in conducting educational activities and enforcement initiatives related to fair housing and fair lending.

They publish public service announcements, distribute flyers and posters, and organize various fair housing trainings, in-services, and symposia to raise awareness and promote fair housing practices.

Since the previous Analysis of Impediments, HOME has received a total of 166 calls. Among these calls, 48 were specifically related to fair housing and involved potential issues of illegal housing discrimination, as identified in **Table 5E.5**. It is

Form of Discrimination	Number of Cases
Disability	30
National Origin	2
Race	9
Gender/Sex	4
Other Fair Housing	3
Total	48

Table 5E.5: Complaints Filed with HOME in Warren County 4.19.18 – 4.19.23.

important to note that HOME also receives complaints regarding landlord-tenant problems, however, these do not involve fair housing discrimination. Similar to the reported complaints filed through HUD and OCRC, a significant concentration of the complaints received by HOME pertained to individuals with disabilities.

HOME receives partial funding through HUD's Private Enforcement Initiative, which provides financial support for investigating violations and seeking enforcement of rights under the Fair Housing Act or equivalent state or local laws. Funding can be awarded on a single-year or multi-year basis, subject to annual performance reviews and appropriations.



In addition to the complaints handled by HOME, Legal Aid attorneys have also represented tenants in cases involving claims of Fair Housing Act or Section 504 violations,



further emphasizing the commitment to addressing fair housing issues and protecting individuals' rights in the region. The following fair housing cases exemplify recent engagement by HOME in enforcing fair housing regulations.

Lawsuits

1. *Linda Owen v. East Fork Crossing*

Ms. Owen encountered an issue while attempting to rent a house in Clermont County. During the online rental application process, she was required to disclose her race, sex, and national origin. Failure to answer these questions would prevent her from proceeding with the application. This practice of requiring such information in rental applications raises concerns. In August 2021, Ms. Owen decided to file a discrimination complaint with HUD, citing race, sex, and national origin as the basis. The case was subsequently referred to the Ohio Civil Rights Commission (OCRC). In August 2022, OCRC successfully reached a conciliation agreement with the individuals or entities involved. As part of the agreement, HOME's client received \$13,500 in monetary damages. Additionally, the respondents agreed to revise their rental application process, and all owners, managers, directors, and employees are now required to attend a minimum of two (2) hours of suitable fair housing training approved by the Ohio Civil Rights Commission, specifically addressing race, sex, and national origin discrimination.

2. *Erica Thornton and HOME v. Lee's Crossing*

Ms. Thornton, accompanied by her son who has a disability and receives Social Security Disability income, applied for an apartment in Hamilton County. During her conversation with the leasing agent regarding the application, the agent informed her that her son would not be able to apply because he did not meet the requirement of earning three times the rent. Ms. Thornton explained that her son had a disability and did not meet the income requirement, relying on his social security income. In response, the agent stated that the company did not rent to individuals who were not employed, emphasizing the importance of employment.

This resulted in Ms. Thornton contacting HOME for assistance. HOME investigated, during which testers received the same discriminatory response from the leasing agent, stating that individuals with disabilities could not apply unless they had a job and earned three times the rent, regardless of their disability income. In September 2021, both Ms. Thornton and HOME filed a HUD complaint against the apartment complex. The Ohio Civil Rights Commission

investigated and achieved a conciliation agreement in August 2022. As part of the settlement, Ms. Thornton was awarded \$13,000 in monetary damages, and HOME also received monetary damages. The respondents agreed to change their policy, and all agents at Lee's Crossing will undergo fair housing training.

3. *Revina Revels v. Concord Square*

Ms. Revels and her children were residents of Concord Square Apartments in Lebanon, located in Warren County. One of her children had a disability and required the assistance of an emotional support animal. Ms. Revels submitted multiple reasonable accommodation requests to the management of the apartment complex, seeking permission for her daughter's emotional support animal. However, in late 2017 and 2018, her requests were met with termination notices citing a violation of the building's "no pet policy." In addition to the discriminatory treatment based on disability, Ms. Revels, and her family, who were the only African American tenants at the property, also noted experiencing harassment.

In 2018, Ms. Revels sought assistance from HOME and filed a fair housing complaint with HUD, alleging discrimination based on disability and race. The Ohio Civil Rights Commission investigated the complaint and issued a charge of discrimination in 2019. The Attorney General's Office of Ohio pursued the case, which was eventually settled in the Court of Common Pleas Civil Division in Warren County, Ohio, in April 2022. According to the terms of the consent decree, the Respondent agreed to pay damages to Ms. Revels and withdraw the eviction filed against her. Additionally, the Respondent committed to participating in fair housing training and having an external monitor review all reasonable accommodation requests.

2. Additional Information

According to the National Fair Housing Alliance (NFHA) 2021 Trends Report, the breakdown of national housing discrimination complaints submitted to HUD in 2020 aligns with the trend observed in Warren County. **Figure 5E.5** illustrates a higher concentration of complaints related to disability, with 1,022 reported

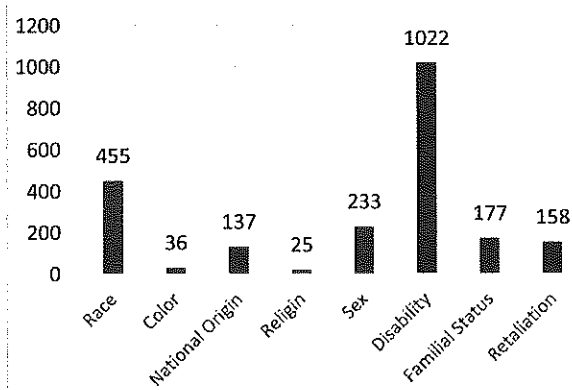


Figure 5E.5: 2020 HUD Reported Complaints. Source: HUD



complaints. This is followed by race with 455 complaints and sex with 233 complaints. These findings indicate a similar pattern of discrimination trends at both the national and local levels, highlighting the prevalence of housing discrimination against individuals with disabilities.

3. Fair Housing Enforcement, Outreach Capacity, and Resources Contributing Factors

- **Lack of local private fair housing outreach and enforcement**

The various agencies, at the local, state, and national levels, that receive private fair housing complaints demonstrate their commitment to outreach and enforcement through their established measures. These agencies prioritize transparency with the public, making their intentions and goals regarding fair housing provision in the community clear. Organizations, such as HOME, provide in-depth information on their outreach measures and enforcement policy regarding fair housing issues.

- **Lack of local public fair housing enforcement**

Specifically, HOME, as a local, private organization, regularly publishes annual reports that outline the breadth of their work and highlight recent cases and lawsuits where they have actively enforced fair housing issues.

- **Lack of resources for fair housing agencies and organizations**

According to the feedback obtained from focus groups, stakeholder interviews, and residents, there is no perceived lack of resources when it comes to fair housing agencies and organizations. The current availability of fair housing resources from various agencies and organizations is considered successful in providing the necessary measures to support residents in their fair housing needs.

- **Lack of state or local fair housing laws**

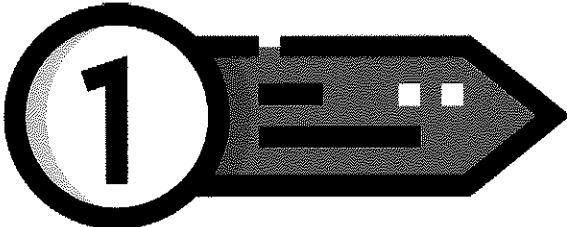
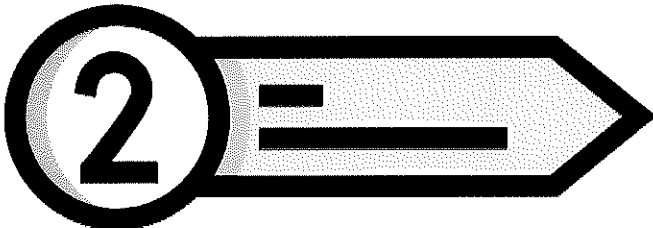
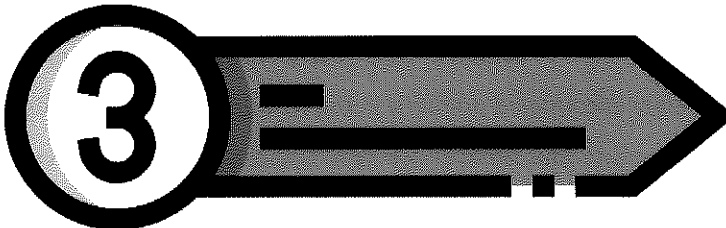
Based on the information gathered, there were no indications that state and local fair housing laws lack measures in outreach or provide inadequate support for residents seeking assistance. The feedback from focus groups, stakeholder interviews, and residents suggests that the existing state and local fair housing laws effectively address the needs of the community and provide the necessary support for residents encountering fair housing issues.

- **Unresolved violations of fair housing or civil rights**

Each agency responsible for collecting and addressing fair housing and civil rights violations maintains a record of unresolved cases and shares information about the outcomes of resolved cases.

Warren County Assessment of Fair Housing

Section VI. Fair Housing Goals and Priorities

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1. Goals and Priorities

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones, and Timeframe Achievement	Responsible Program Participants
Update Zoning Codes that have a Disparate Impact on Fair Housing	<ol style="list-style-type: none"> 1. Lack of political will and community support. 2. Unawareness of the impact that certain provisions of the zoning code have on fair housing. 3. Restricted zoning standards on the variety of housing types. 	<ol style="list-style-type: none"> 1. Lack of housing availability for protected classes. 2. Lack of access to high opportunity areas. 	Within four years, update two local zoning codes to address either of the following: <ol style="list-style-type: none"> 1. Mixed-use/cluster development; 2. Wider range of permitted housing types; 3. Reasonable Accommodation; 4. Eliminate impediments for group and recovery homes; 5. Accessory dwelling units and intergenerational housing; 6. Upper-story residential or the reuse of office space for residential purposes. 	Warren County Regional Planning Commission
<p style="text-align: center;">Discussion:</p> <p>Current zoning codes allow for a mix of residential types and the integration of residential and commercial spaces, fostering a dynamic and lively urban environment. However, these developments are currently encouraged primarily in the western portion of the County and in Wayne Township, where infrastructure and services are readily available. Cluster development is another approach embraced by the Warren County Zoning Department, but challenges arise from the requirement of up to 40% open space in many municipalities. This provision can make lower-priced</p>				



homes economically unfeasible for cluster developments. Evaluating the required open space percentage is essential to strike a balance between providing affordable housing options and preserving the quality of life through open spaces.

Certain restrictions on patio homes, zero-lot-line housing, and accessory dwelling units in some jurisdictions within the County are being reviewed to ensure fair housing choices and foster housing diversity. To promote a diverse range of housing options, Warren County may pursue the revision of zoning policies to allow for the development of various housing types without the need for special review processes. By removing restrictions on certain structures, the County could foster greater housing diversity and affordability.

In some jurisdictions within Warren County, there are specific location criteria and other impediments in place for group homes and institutional care facilities. These include requirements like minimum site size exceeding the district's usual standard, specialized access for specific road classifications, and landscaping obligations beyond what is typically required for single-family development. However, it is important to recognize that the Fair Housing Amendments Act (FHAA) prohibits the refusal of "reasonable accommodations" in rules, policies, practices, or services when such accommodations help to provide equal opportunities for individuals with disabilities to use and enjoy housing.

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones, and Timeframe Achievement	Responsible Program Participants
Expand Fair Housing Training	<ol style="list-style-type: none"> 1. Insufficient knowledge and awareness regarding fair housing laws. 2. Limited accessibility of fair housing training opportunities. 3. No central or recognized entity to provide fair housing training. 	<ol style="list-style-type: none"> 1. Unintentional housing discrimination. 2. Denial of housing based on source of income, in particular income from nonprofit housing providers. 	Within the next three years, host a fair housing training for residents and landlords.	Warren County Grants Administration

Discussion:

The goal is to foster an inclusive and diverse community by providing an array of educational resources and training related to fair housing for residents, tenants, landlords, realtors, and government officials. Warren County could explore resources like the Ohio Attorney General's Civil Rights Section, which offers free training on fair housing compliance for various stakeholders, helping raise awareness and accessibility to such training. This empowers individuals with comprehensive information, support, and services, ensuring equal housing opportunities for everyone. Collaborative efforts can focus on implementing tailored educational initiatives for residents and landlords. Additionally, Warren County may consider partnering with Housing Opportunities Made Equal (HOME) to continue and provide training.

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones and Timeframe Achievement	Responsible Program Participants
Analyze Transit and Transportation Options	<ol style="list-style-type: none"> Limited accessibility and opportunity for transportation among residents. Segmented transit systems split among multiple organizations and programs. 	Lack of reliable, public transit availability for access to employment, opportunity areas, services, and advanced education.	<p>Within six months, re-establish a Transit Advisory Committee.</p> <p>Within five years, establish a pilot program that improves transportation efficiency within a selected community.</p> <p>Within two years, contact state legislators to discuss the impact of size requirement for vehicles transporting students.</p>	Warren County Grants Administration Warren County Regional Planning Commission

Discussion:

Warren County currently operates segmented transit systems, with various organizations managing separate programs and operations, including Warren County Transit, Warren County Veterans Services, Warren County Board of Developmental Disabilities, Warren County Community Services, and Franklin Senior Services. In 2015, the County established a Transit Advisory Committee (TAC) to



explore ways to address this fragmentation and improve the efficiency and seamlessness of transportation services within the County. Although the TAC was disbanded several years ago, there is now an opportunity to consider re-establishing it, recognizing the potential benefits the TAC can bring in enhancing public transportation throughout the County. By streamlining and coordinating the efforts of these organizations, we can achieve better connectivity, optimize resources, and provide a more convenient and reliable transit experience for the entire community. Re-establishing the TAC can serve as a valuable platform to explore and implement innovative approaches towards this goal. Furthermore, the TAC can use the pilot program as a learning opportunity, gathering valuable data and feedback from participants and stakeholders. This information can then be used to fine-tune strategies and make evidence-based decisions for potential expansion or implementation across Warren County.

Recently, several Warren County school districts engaged in discussions with state legislators regarding the challenges posed by state-mandated vehicle size requirements for the transportation of students. These regulations have had a significant impact on the school districts, particularly in terms of the financial burden associated with providing transportation services.

The vehicle size requirements mandated by the state have led to increased costs for the school districts, as they are required to accommodate these regulations even if it results in inefficiencies and higher expenses. This financial hardship has prompted school districts to seek a reevaluation of the existing transportation regulations, with the hope of finding a more balanced approach that considers both student safety and the financial sustainability of the districts.

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones and Timeframe Achievement	Responsible Program Participants
Neighborhood Improvement	<ol style="list-style-type: none"> 1. Areas of limited and coordinated public and private improvements. 2. Lack of long-term planning. 	<ol style="list-style-type: none"> 1. Limited access to high opportunity areas. 2. Marginal access to advanced educational services. 3. Access to employment. 	Within two years, develop area or comprehensive plans for areas of low opportunity.	Warren County Regional Planning Commission



		4. Transformation of areas of low opportunity to communities of choice.		
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Discussion:

Within two years, the Warren County Regional Planning Commission (WCRPC) will place emphasis on addressing disparities between neighborhoods and communities of low and high opportunity. Through extensive research, community engagement, and collaboration with local stakeholders, WCRPC should explore opportunities to uplift and revitalize areas currently facing limitations.

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones and Timeframe Achievement	Responsible Program Participants
Greater Participation in Advanced Education, Vocational Schools, and Financial Literacy Programs	<ol style="list-style-type: none"> Lack of financial literacy and educational opportunities. Limited access to higher-educational and vocational schools within the County. Unawareness of financial literacy and debt counseling programs. 	<ol style="list-style-type: none"> Limited employment opportunities for workforce without advanced education. Lack of access to higher education and vocational schools within the County. Limited opportunities for financial stability. 	Within two years, provide resources and brochures for students and parents on advanced educational opportunities, online education, and financial training.	Local Financial Institutions

Discussion:

Recognizing the importance of supporting its residents, Warren County may consider offering valuable resources and informative brochures to students. This initiative would aim to provide them with information about various educational opportunities and financial training available, empowering them with knowledge for their future. By promoting advanced education, individuals are able to, enhance their skills for potential success in the workforce and expand employment opportunities. By exploring these efforts, Warren County creates an environment where residents can make informed decisions about their education and finances, helping them achieve long-term



stability and better prospects for their future.

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones, and Timeframe Achievement	Responsible Program Participants
<p>Address Mental Health Disparities</p>	<ol style="list-style-type: none"> Increasing population with mental health issues throughout the County. Limited access to healthcare resources for all residents. Prominence of health care resources in higher opportunity areas. Segmented coordination and limited public awareness provided by mental health providers. 	<p>Marginal healthcare opportunities provided to protected classes.</p>	<p>Within four years, coordinate with the Mental Health Recovery Board of Warren and Clinton County to address mental health trends within the region, and among protected classes.</p> <p>Within five years, establish a mental health advisory task force to facilitate awareness and coordination among service providers.</p> <p>Within three years, strengthen and continue the Sobriety, Treatment and Reducing Trauma (START) program.</p>	<p>Warren County Combined Health Department</p>

Discussion:

To effectively address mental health issues related to fair housing, Warren County may partner with relevant organizations, such as the Warren County Board of Developmental Disabilities and the Mental Health Recovery Board of Warren and Clinton County (MHRBWCC). By collaborating with these agencies, Warren County can leverage its expertise and resources to develop strategies and initiatives that promote mental health within the context of fair housing. This partnership could help advocate for the rights of individuals with mental health conditions and ensure they have access to appropriate housing options and supportive services.



Warren County could further this goal and form a task force to study the delivery of mental health services, including laws governing the provisions of mental health services, systems of emergency, long-term mental health services, and to recommend systemic changes to behavioral health and justice systems to improve access to treatment and services, the quality of treatment and services and outcomes for individuals in need of services.

Warren County could continue and expand the Sobriety, Treatment, and Reducing Trauma (START) program with the aim of enhancing outreach and providing more opportunities for those in need.

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones and Timeframe Achievement	Responsible Program Participants
<p>Encourage School-Based Health Centers</p>	<p>1. Concentrated health care resources in higher opportunity school districts.</p>	<p>Limited access of healthcare resources among students of protected classes.</p>	<p>Within five years, establish a new school-based health center or cognitive behavioral therapy program in Warren County.</p> <p>Within one year, analyze, in coordination with the existing school districts, the positive impacts of school-based health centers.</p>	<p>Warren County Local School Districts</p> <p>Therapeutic Interagency Preschool</p> <p>Warren County Combined Health District</p>

Discussion:

Warren County may evaluate expansion of school-based health centers to enhance access to medical resources for all students. During stakeholder discussions and focus groups, it was noted that several school districts, including the Franklin and Little Miami School Districts, already have school-based health centers on their respective campuses. Additionally, Mason City Schools have expressed interest in exploring the possibility of establishing a school-based health center on the Mason campus. By promoting the idea of these centers, Warren County may have the opportunity to identify the positive impacts of school-based health centers and encourage future development throughout the County.

School-based health centers offer a convenient and accessible option for students to receive



comprehensive healthcare services, including preventive care, routine check-ups, vaccinations, mental health support, and other medical needs. By providing such services, these centers can facilitate early intervention and promote overall wellness, ultimately contributing to students' academic success and personal well-being.

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones, and Timeframe Achievement	Responsible Program Participants
<p>Evaluate Scattered Site Public Housing Versus Concentrated Public Housing Options</p>	<ol style="list-style-type: none"> 1. Availability and cost of land. 2. Location based on need. 3. Availability of access to public transit. 4. Uneven distribution of public housing opportunities. 	<ol style="list-style-type: none"> 1. Segregation of protected classes. 2. Limited access to opportunity. 	<p>Within three years, communicate a preference to housing service providers.</p>	<p>Warren County Regional Planning Commission</p> <p>Warren County Grants Administration</p> <p>Warren County Administration</p>

Discussion:

To improve housing distribution and promote inclusive communities, Warren County could consider identifying a preference to housing service providers between concentrated public housing and scattered sites. This might involve moving away from a concentrated housing program approach, such as Project-Based Section 8, Public Housing, and Other Multifamily, and instead, implementing a scattered site policy. Encouraging voucher programs can also be instrumental in distributing public housing locations more evenly throughout the County. To enhance access and assistance for individuals in need of voucher services, Warren County could explore forming partnerships with providers of such voucher programs.

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones, and Timeframe Achievement	Responsible Program Participants
Promote Affordable, Quality Childcare Access	<ol style="list-style-type: none"> Insufficient availability of childcare opportunities within the County. Difficulty among parents to remain within the workforce with limited availability of quality, affordable childcare access within the County. 	Limited access to reliable, affordable, quality childcare resources among parents of protected classes.	<p>Within two years, contract with a childcare service provider to promote affordable and quality childcare access.</p> <p>Within three years, work to encourage a major on-site employer-sponsored childcare facility.</p>	Warren County Human Services Warren County Economic Development

Discussion:

Warren County acknowledges the importance of implementing strategies to make childcare more affordable while maintaining its quality. Exploring options like subsidies, tax credits, and financial assistance programs can help ease the burden on parents. By collaborating with local authorities, community organizations, and childcare providers, the County aims to find effective solutions that ensure affordable and accessible childcare for all families. Focus groups have emphasized the need for high standards of quality in childcare services, which can be achieved through supporting professional development opportunities for childcare providers, implementing licensing and certification processes, and conducting regular safety and educational inspections.

Warren County has utilized American Rescue Plan (ARPA) funds to collaborate with public and private organizations, such as Warren County Community Service's Early Learning Center and 4C, to implement childcare initiatives. This collaboration aims to ensure high-quality and affordable childcare for working parents. The partnership with 4C is designed to expand childcare options and offer support to potential in-home childcare providers, including training, coaching, access to technology, early learning materials, equipment, and business training, all geared towards promoting financial success in the childcare sector. Additionally, Warren County may encourage major on-site employer-sponsored childcare facilities to support employees' childcare responsibilities. Employers can implement on-site childcare benefits, back-up childcare benefits, and other company-sponsored



childcare programs to create a supportive work environment for their employees.

Goals	Contributing Factors	Fair Housing Issues	Metrics, Milestones, and Timeframe Achievement	Responsible Program Participants
Provide Accessible Housing for Aging Residents and People with Disabilities	1. Limited housing availability for aging residents and people with disabilities.	Restrictive housing availability and opportunity among protected classes.	Within four years, update two local zoning codes or comprehensive plans to address either of the following: 1. Universal Design. 2. Visitability.	Warren County Regional Planning Commission
<p style="text-align: center;">Discussion:</p> <p>Warren County is mindful of the evolving needs of its aging residents and individuals with disabilities, and it recognizes the importance of prioritizing accessible housing. Over the next four years, the County may consider exploring and updating two local zoning codes or comprehensive plans. The focus would be on either universal design or visitability to ensure that housing options are thoughtfully designed and equipped to accommodate the unique requirements of aging individuals and people with disabilities. By considering the implementation of universal design principles or visitability standards, Warren County may seek to enhance accessibility, safety, and convenience, promoting the ability of residents to age in place and fostering inclusivity for all residents.</p>				

Table 6.1: Fair Housing Goals and Priorities



Warren County Assessment of Fair Housing

Section VII.

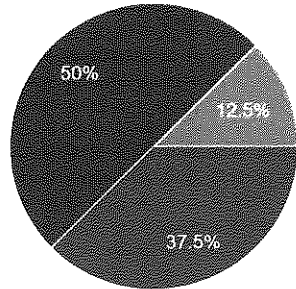
Appendix A: Community Survey Results





How familiar are you with Fair Housing Laws?

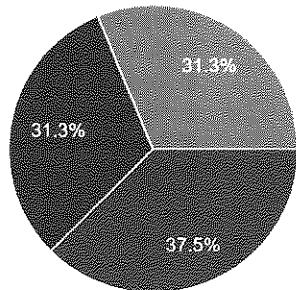
32 responses



- Not Familiar
- Somewhat Familiar
- Very Familiar

Do you think Federal and/or State Housing Laws are difficult to understand or follow?

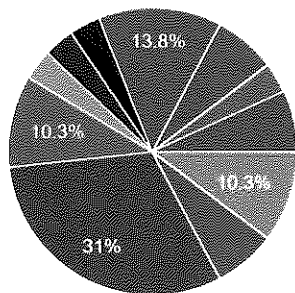
32 responses



- Yes
- No
- I don't know

Where do you live?

29 responses

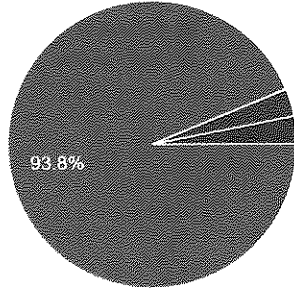


- Blanchester
- Harveysburg
- Turtlecreek Township
- Buttrville
- Lebanon
- Union Township
- Clearcreek Township
- Maineville
- Washington Township
- Corwin
- Mason
- Waynesville
- Deertfield Township
- Morrow
- Wayne Township
- Franklin (City)
- Pleasant Plain
- Salem Township
- Franklin Township
- South Lebanon
- Hamilton Township
- Springboro



What is your race and ethnicity?

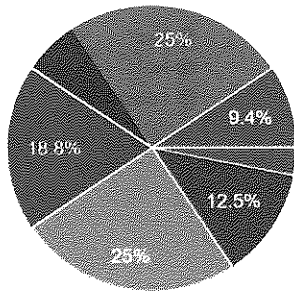
32 responses



- White
- Black/African American
- Native American
- Asian/Pacific Islander
- Hispanic/Latino
- Multi-racial

What is your highest level of education?

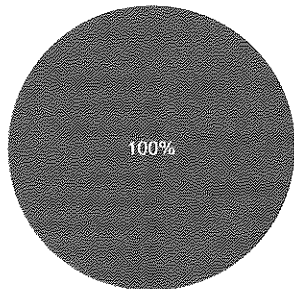
32 responses



- Less than High School
- High School or Equivalent (e.g. GED)
- Some College
- Associate Degree
- Trade School
- Bachelor's Degree
- Master's Degree or Higher

What is your first language?

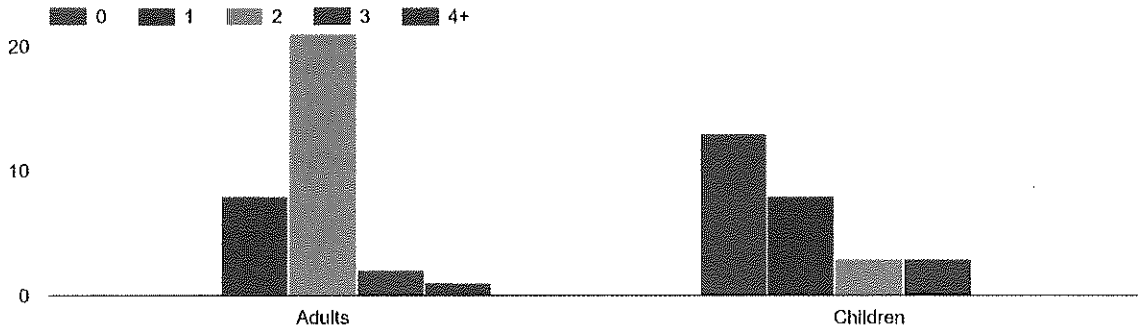
32 responses



- English
- Spanish

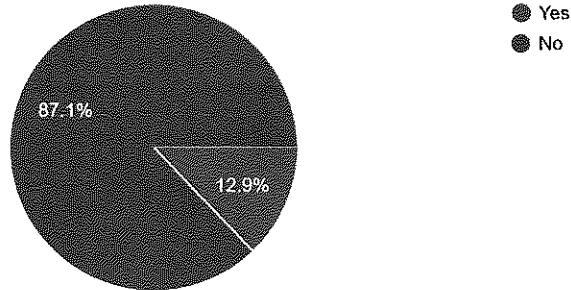


Please describe your household. (Children are persons under 18 years old.)



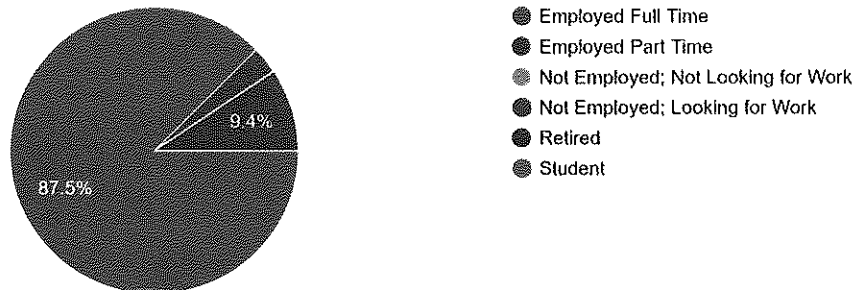
Are you, or someone in your household living with a disability?

31 responses



Which of these best describes your work status?

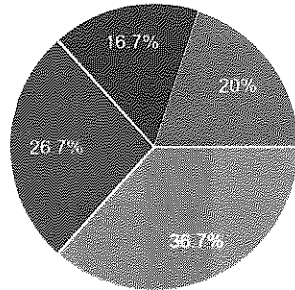
32 responses





What is your income range?

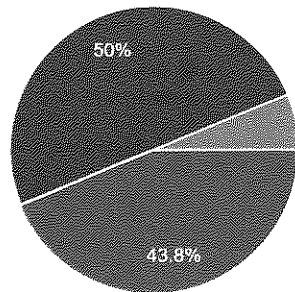
30 responses



- Less than \$10,000
- \$10,000 - \$20,000
- \$20,000 - \$50,000
- \$50,000 - \$80,000
- \$80,000 - \$100,000
- More than \$100,000

Based on your monthly income before taxes, what percentage do you spend on housing?

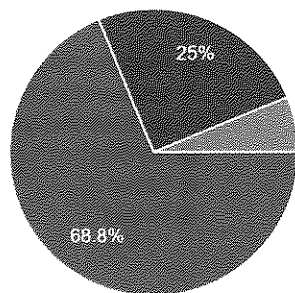
32 responses



- Less than 30%
- Between 30 and 50%
- More than 50%

Has your housing cost changed in the past year?

32 responses

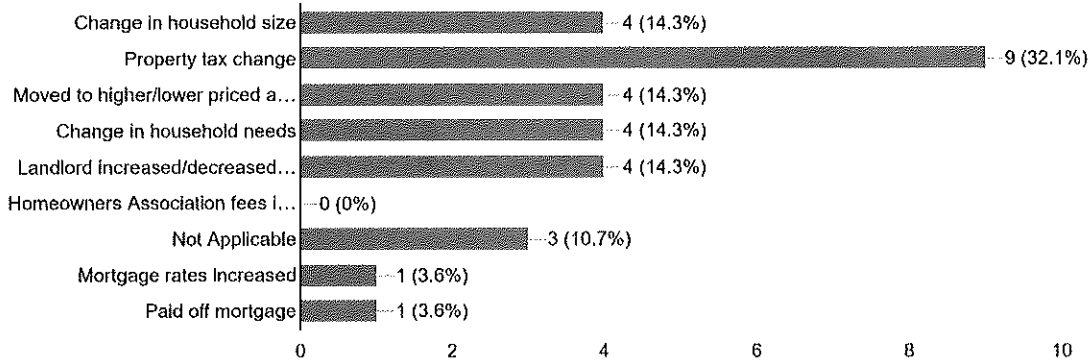


- I pay more
- I pay around the same
- I pay less



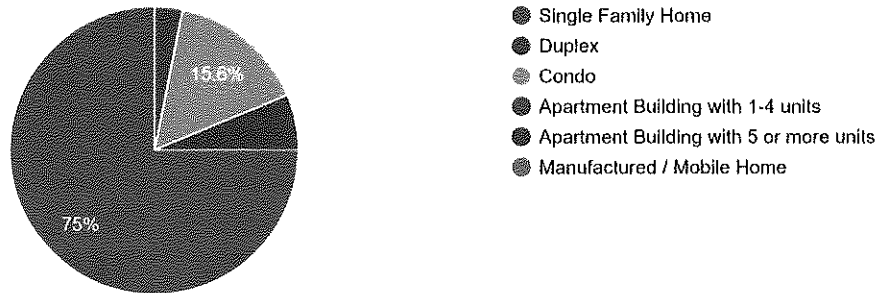
What caused the change in your housing cost? (Please choose all that apply.)

28 responses



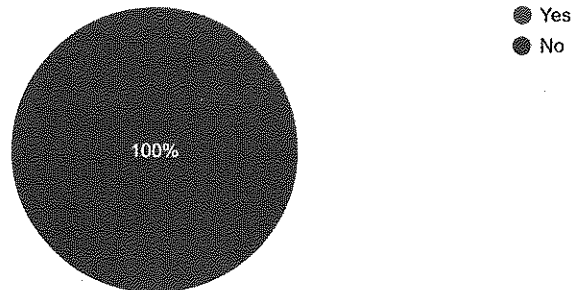
What type of housing do you currently live in?

32 responses



Do you receive housing assistance?

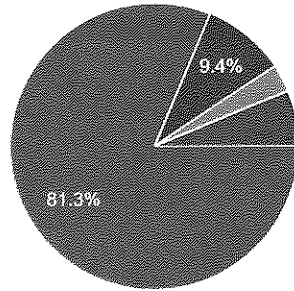
32 responses





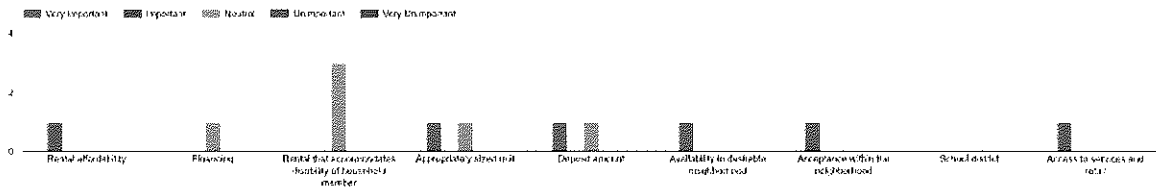
What is your current housing situation?

32 responses

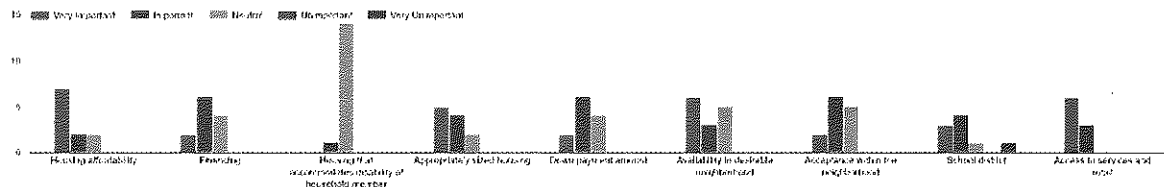


- Own
- Rent from a Private Landlord
- Rent from a Housing Authority
- Live with a family member or friend
- Group Home

How important are the following factors in your rental housing choice?

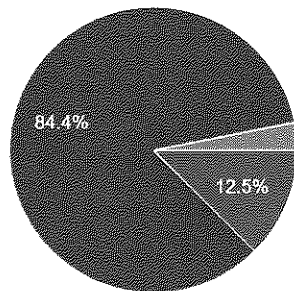


How important are the following factors in your homeownership choice?



Have you ever experienced or witnessed housing discrimination in Warren County?

32 responses

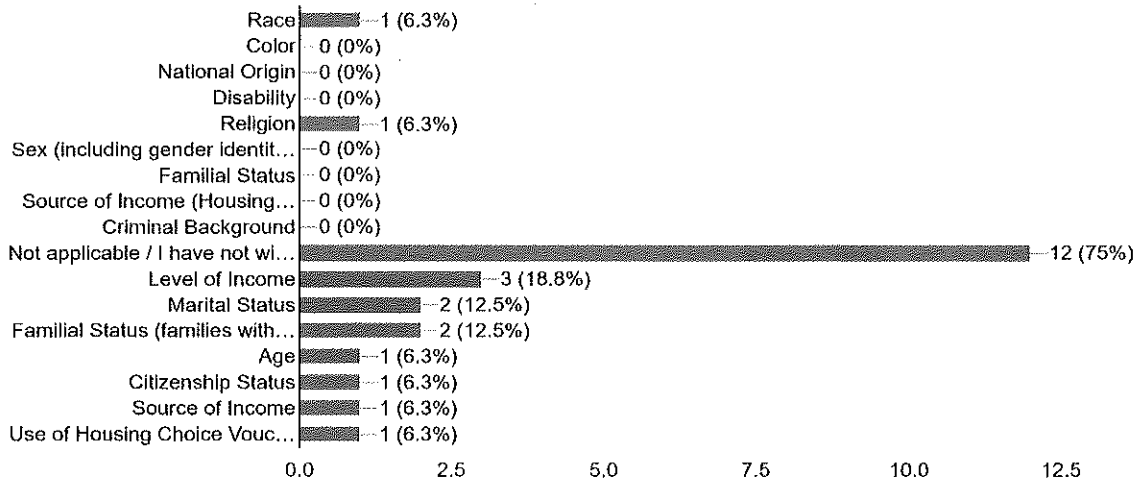


- Yes
- No
- I don't know



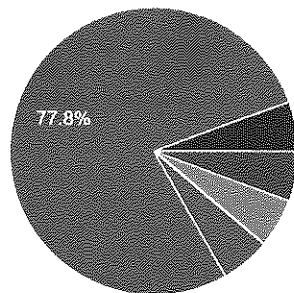
On what grounds do you believe you experienced or witnessed housing discrimination?

16 responses



Which of the following best describes the person or organization that you witnessed engaging in discriminatory behavior?

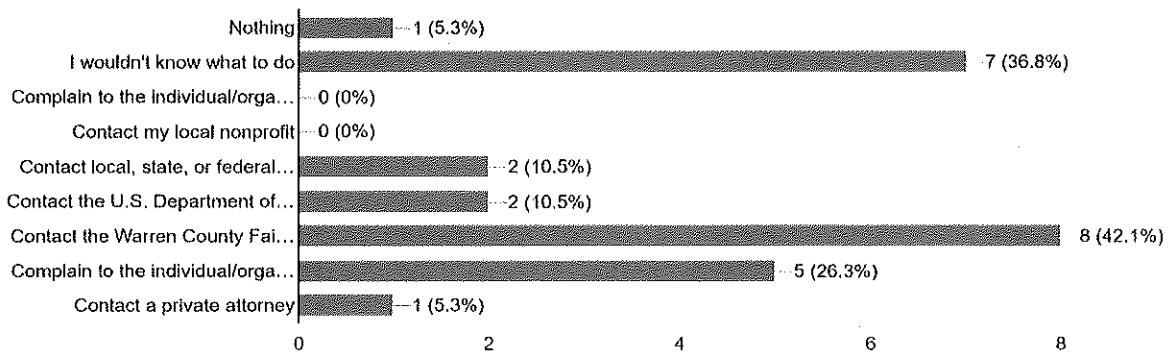
18 responses



- Rental Property Owner/Manager
- Seller of a house or other housing unit
- Condo Association / Homeowners Association
- Realtor, Appraiser, or other Real Estat...
- Bank, Loan Officer, Mortgage Broker,...
- Government Employee at Local or Sta...
- Public Housing Authority Employee
- Not Applicable

What did you do / what would you do if you experienced or witnessed housing discrimination? (Please select all that apply.)

19 responses

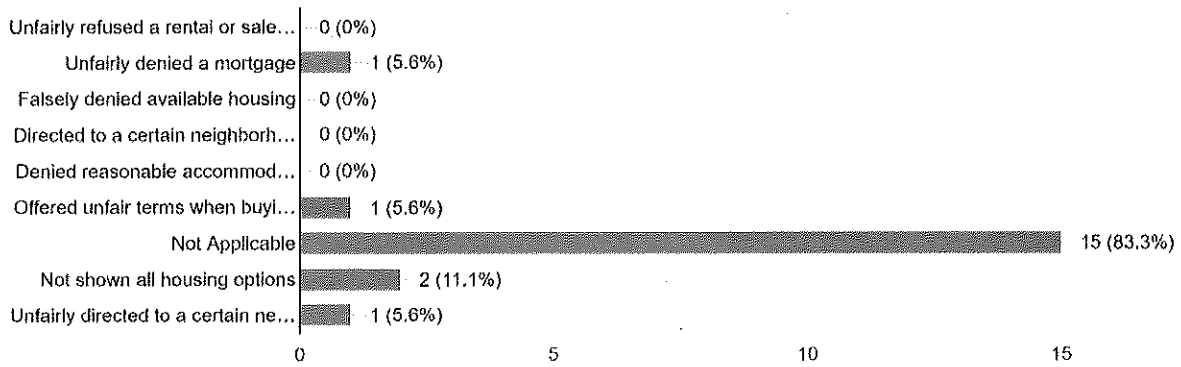


f



Do you know anyone in Warren County who had faced the following? (Please select all that apply.)

18 responses



Please respond to each statement.

