

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1167

Adopted Date August 31, 2021

APPROVE PAY INCREASE FOR MICHAEL GLADWELL BUILDING AND ELECTRICAL INSPECTOR III WITHIN THE BUILDING AND ZONING DEPARTMENT

WHEREAS, Mr. Gladwell has obtained the Interim Commercial Building certification from the state of Ohio; and

WHEREAS, it is the desire of the Board to approve a pay increase for Mr. Gladwell to \$29.55 per hour; and

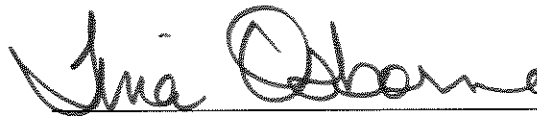
NOW THEREFORE BE IT RESOLVED, to approve a pay increase for Michael Gladwell, Building Electrical Inspector III within the Building and Zoning Department to \$29.55 per hour, effective pay period beginning August 28, 2021.

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

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

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
M. Gladwell's Personnel File
OMB-Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1168

Adopted Date August 31, 2021

HIRE REBECCA GEIGER AS A TEMPORARY PART-TIME BUILDING AND ELECTRICAL INSPECTOR I WITHIN THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT

WHEREAS, due to the volume of inspections the Building and Zoning Director has requested to hire Ms. Geiger part-time as needed through the end of the year, and

NOW THEREFORE BE IT RESOLVED, to hire Rebecca Geiger as a temporary part-time Building and Electrical Inspector I within the Building and Zoning Department, unclassified, permanent status, part-time Pay Range #14, \$22.55 per hour, effective the September 1, 2021 through December 31, 2021.

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

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

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Building & Zoning (file)
Rebecca Geiger' s Personnel file
OMB-Sue Spencer

Resolution

Number 21-1169

Adopted Date August 31, 2021

APPROVE PAY INCREASE FOR JAMES RYAN, MIS SPECIALIST II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, over the past several years Mr. Ryan's position has required expanded technical abilities and responsibilities due to the state's increased requirements for the technical point of contact for the department; and

WHEREAS, it is the desire of the Board to approve a pay increase for Mr. Ryan to \$24.90 per hour; and

NOW THEREFORE BE IT RESOLVED, to approve a pay increase for James Ryan, MIS Specialist II within the Warren County Department of Job and Family Services, Human Services Division to \$24.90 per hour, effective pay period beginning August 28, 2021.

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

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

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1170

Adopted Date August 31, 2021

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO JODI CAMPBELL,
WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES
DIVISION

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

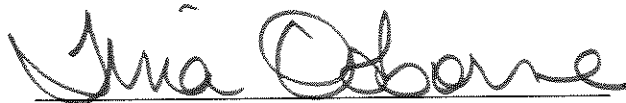
NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Jodi Campbell not to exceed twelve (12) weeks; pending further documentation from Mrs. Campbell's physician.

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

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

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
J. Campbell's FMLA file
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1171

Adopted Date August 31, 2021

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO RUTH STILGENBAUER, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

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

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

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

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

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Human Services (file)
R. Stilgenbauer's FMLA file
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1172

Adopted Date August 31, 2021

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO SOMMER GREEN WITHIN OHIOMEANSJOBS WARREN COUNTY

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

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Sommer Green for an illness not to exceed twelve (12) weeks; pending further documentation from Mrs. Green's physician.

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

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

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OhioMeansJobs (file)
S. Green's FMLA file
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1173

Adopted Date August 31, 2021

ACCEPT RESIGNATION OF JAMIE DICK, ELIGIBILITY REFERRAL SPECIALIST I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE AUGUST 23, 2021


BE IT RESOLVED, to accept the resignation, of Jamie Dick, Eligibility Referral Specialist I, within the Warren County Department of Job and Family Services, Human Services Division, effective August 23, 2021.

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

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

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1174

Adopted Date August 31, 2021

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

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


NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Eligibility Referral Specialist I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning August 24, 2021.

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

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

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
OMB-Sue Spencer

Resolution

Number 21-1175

Adopted Date August 31, 2021

APPROVE PROMOTION OF CHARLES WALKER TO THE POSITION OF SEWER COLLECTIONS WORKER III WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Walker has completed the necessary backhoe training required to be a backhoe operator; and

WHEREAS, the Sanitary Engineer recommends the promotion of Mr. Walker, to the position of Sewer Collections Worker III; and

WHEREAS, it is the desire of the Board to promote Mr. Walker to said position in accordance with the Sanitary Engineer's staffing plan; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Charles Walker to the position of Sewer Collections Worker III within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #17, \$22.17, effective pay period starting August 27, 2021.

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

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

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR:

cc: Water/Sewer (file)
C. Walker's personnel file
OMB – Sue Spencer
T. Reier

Resolution

Number 21-1176

Adopted Date August 31, 2021

AUTHORIZING THE COUNTY PROSECUTOR TO CLOSE THE ACQUISITION OF 6.5000 ACRES FOR THE USE AND BENEFIT OF THE WATER & SEWER DEPARTMENT, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ALL CLOSING DOCUMENTS ON BEHALF OF THE BOARD PREPARED BY THE COUNTY PROSECUTOR

WHEREAS, the Board adopted Resolution 21-0143 on February 02, 2021, authorizing the Board President to execute a Real Estate Purchase and Sales Agreement ("PSA") with Lori Holtzman for property located in Warren County; and

WHEREAS, the Board having been advised that the County Prosecutor's Office has prepared the necessary documents to close the transaction, the Board now desires to consummate the transaction.; and

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Warren County, Ohio, at least a majority of its members casting a vote concur as follows:


- 1) The Board does hereby authorize the County Prosecutor to close the said transaction.
- 2) The Board does hereby authorize the County Administrator to execute, on behalf of the Board, all closing documents prepared by the County Prosecutor.
- 3) All action taken relating to and this Resolution is an administrative act by the Board.
- 4) The findings made by the Board in the above WHEREAS clauses are hereby adopted as a part of these resolving paragraphs.
- 5) All action taken relating to and this Resolution occurred in an open meeting of this Board in compliance with the Ohio Public Meeting Act, Section 121. 22, et seq. of the Ohio Revised Code.

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

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

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Holtzman, Lori
Prosecutor's Office (Bruce McGary)
Water/Sewer (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1177

Adopted Date August 31, 2021

AUTHORIZE COUNTY ADMINISTRATOR TO EXECUTE CHANGE ORDER #1 WITH VSWC ARCHITECTS RELATIVE TO THE WARREN COUNTY COURT EXPANSION PROJECT

WHEREAS, pursuant to Resolution #21-1037, adopted July 27, 2021 this Board entered into contract with VSWC Architects for Criteria Architect services relative to the Warren County Court Expansion Project; and

WHEREAS, Trevor Hearn, Director of Facilities Management, is requesting VSWC perform additional services under the contract including a topography survey, base map, and enhanced utility locating; and

WHEREAS, the Contract Price has been agreed upon and a Change Order to the contract is necessary; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to execute change order #1 with VSWC Architects in the amount of \$8,900.00, resulting in a new contract price of \$58,900.00; change order is attached hereto and made a part hereof.

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

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

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ✓
c/a—VSWC Architects, Inc.
Facilities Management (file)
Project file

**Amendment to Agreement (Criteria Architectural Services)
Agreement for the Provision of Limited Professional Services**

Amend.-1

Project: Criteria Architect Services for the Warren County Court Expansion Project

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

Date: 8/23/21
Project No.: 351-01

Contract: Criteria Architect
Architect: VSWC Architects
414 Reading Road
Mason, Ohio 45040

Changes to the Agreement:

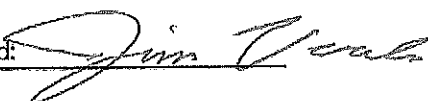
Add for topographic survey, base map and enhanced utility locating
(See attachment for description of work)

Add \$8,900.00

Total Add \$8,900.00

Original Agreement Sum: \$50,000.00
Change in Agreement Sum from Previous Change Orders: \$0.00
Agreement Sum prior to this Change Order: \$50,000.00
Change to Agreement Sum from this Change Order: \$8,900.00
Revised Agreement Sum: \$58,900.00

Contract Time and/or Substantial Completion date(s) have changed as follows: <unchanged>

Signed: 

Name: Jim Voorhis

Date: 8/23/21

Criteria Architect

Signed: 

Name: Tiffany Zindip

Date: 8-31-21

Owner



CINCINNATI
COLUMBUS
DAYTON
LOUISVILLE

6305 Centre Park Drive
West Chester, OH 45069
phone ► 513.779.7851
fax ► 513.779.7852
www.kleingers.com

August 15, 2021

Exhibit A - Scope of Services and Fee Summary

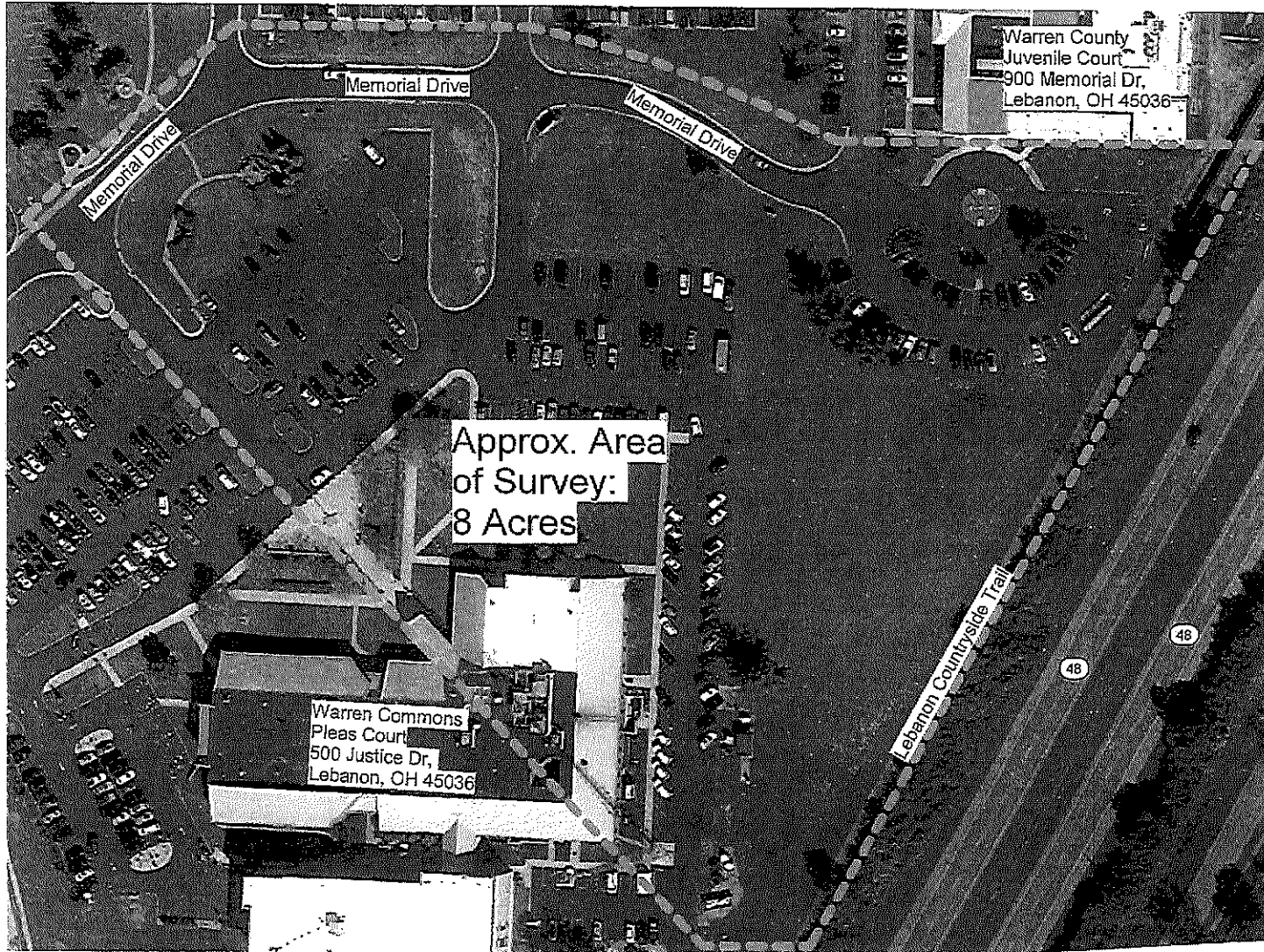
Warren County Court Survey, +/- 8 acres

Topographic Survey

- Research the public records at the Warren County offices and obtain copies of pertinent deeds, plats, and surveys for parcel shown on attached survey limits sketch. Easements affecting the subject property, discovered during the normal course of our research, will be identified. **Please note that we do not provide "title examination" services and make no warranty or guarantee that any or all easements, restrictions, encumbrances or other conditions affecting the property will be discovered.** At the client's request, and for an additional fee, we may contract with a title examination professional and coordinate an expanded level of research.
- Establish horizontal and vertical site control. Horizontal control will be based on Ohio State Plane Coordinates, South Zone (NAD'83). Vertical control will be based on NAVD'88. A minimum of 1 vertical benchmark(s) will be established on or near the site.
- Locate existing survey monuments along the right-of-way of S.R. 48. Show right-of-way line based on record plats, and found monumentation.
- Locate and identify visible physical features (buildings, roads, drives, parking, walks, bike trails, walls, fences, signs, utility features, etc.) within the project limits as shown on attached sketch. Isolated trees (1" and larger) and the perimeter outline of wooded areas will also be located.
- Determine spot elevations of critical features (finish floor levels at door openings, curbs, walks, tops, toes, swales, etc.) and at sufficient intervals throughout the site to develop 1-foot contours.
- Coordinate with Ohio811 to request physical markings and record data. Please note that 811 utility locate requests, relative to mapping and design purposes, may be ignored or result in an incomplete response by the public utility location service.
- Locate field utility markings and visible field evidence (manholes, catch basins, valves, clean-outs, etc.) of underground utilities.
- Delineate underground utility locations based on a combination of assembled record documents, physical markings, and visible field evidence. We make no warranty or guarantee that all underground utilities will be detected, nor do we warranty or guarantee the precise location, size or depth of any underground utility.
 - o This proposal includes an **optional service** for contracting with a private underground locating service to coordinate an enhanced level of Subsurface Utility Engineering (SUE) which may include electromagnetic, geophysical, or other forms of underground utility detection. Regardless of the method or equipment used to locate underground features, the risk of non-identification or mis-location of buried utilities can only be reduced and not eliminated.
 - o After completion of the field work and initial basemap, a determination will be made of what utilities are still missing and where to concentrate the efforts for the underground utility investigation / markings.
 - o Upon Completion of the underground utility markings, Kleingers will field locate the markings and update the topographic survey basemap.
- Property, Easement, and road right-of-way lines will be shown based on record information.
- Generate a topographic base map, depicting the above items at an appropriate scale, in AutoCAD format.
- Send preliminary survey to architect for comment.
- Make edits as necessary.
- Provide final signed & sealed pdf, and CAD file.

Proposed Professional Services Fees:

Topographic Survey & Basemap	\$ 6,300
Enhanced Utility Locating (Optional)	\$ 2,600



8/10/21

Annotated Aerial Photograph



414 Reading Road, Mason, Ohio 45040

Resolution

Number 21-1178

Adopted Date August 31, 2021

ADVERTISE FOR REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR THE FOSTERS LIFT STATION AND GRAVITY SEWER IMPROVEMENTS PROJECT

BE IT RESOLVED, to advertise for Request for Qualifications(RFQ) for Construction Manager at Risk Services relative to the Fosters Lift Station and Gravity Sewer Improvements Project; and

BE IT FURTHER RESOLVED, to advertise said Request for Qualifications for one (1) week in a newspaper of general circulation beginning the week of September 5, 2021, and for two (2) consecutive weeks on the Warren County website; Proposal deadline is October 8, 2021 @ 4:00 p.m.

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

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

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kp/

cc: Water/Sewer (file)
OMB Bid file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1179

Adopted Date August 31, 2021

GRANT AN ELECTRIC EASEMENT TO DUKE ENERGY OHIO, INC. FOR THE RICHARD A. RENNEKER WATER TREATMENT PLANT EXPANSION PRIMARY POWER FEED

WHEREAS, this Board of County Commissioners (the "Board") of the County of Warren, Ohio (the "County") recognizing the need to perform improvements to the Richard A. Renneker Water Treatment Plant; and

WHEREAS, the expansion requires a primary electric power feed to be installed; and


NOW THEREFORE BE IT RESOLVED, to grant an Easement to Duke Energy Ohio, Inc. for permanent easement that is part of parcel 16-11-200-002 located in Hamilton Township, as attached hereto and made a part hereof.

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

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

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Duke Energy Ohio, Inc.
Water/Sewer (file)
Easement file
Project file

Prepared by: Duke Energy Ohio, Inc.
Return to: Duke Energy Ohio, Inc.
Attn: Judy Downs – EF-320
139 E Fourth St
Cincinnati, OH 45202

Parcel # 16-11-200-002

EASEMENT

State of Ohio
County of Warren

THIS EASEMENT (“Easement”) is made this 31 day of August 2021, from **WARREN COUNTY COMMISSIONERS, AKA BOARD OF WARREN COUNTY COMMISSIONERS, ON BEHALF OF WARREN COUNTY, OHIO**, an Ohio county and political subdivision of the State (“Grantor”, whether one or more), to **DUKE ENERGY OHIO, INC.**, an Ohio corporation (“Grantee”).

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, “Facilities”). Grantor is the owner of that certain property described in Military Survey # 1548, Hamilton Township, Warren County, State of Ohio; being a part of a tract as recorded in Official Record Book 323, Page 545 in the Office of the Recorder of Warren County, Ohio (“Property”). The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows: Easement being that area

indicated, relative to landmarks and property lines, shown on a drawing marked Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Grantor shall retain the right to use the Easement Area in any manner provided such use is not inconsistent with the rights granted herein to Grantee.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the

rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this 31 day of August, 2021.

WARREN COUNTY COMMISSIONERS,
AKA BOARD OF WARREN COUNTY
COMMISSIONERS, ON BEHALF OF
WARREN COUNTY, OHIO

[Signature]
Signed Name

David G. Young
Printed Name

President
Title

_____ OF _____
COUNTY OF Warren

APPROVED AS TO FORM

[Signature]
Adam M. Nice
Asst. Prosecuting Attorney

This certificate relates to an acknowledgment in connection with which, no oath or affirmation was administered to the document signer.

The foregoing instrument was acknowledged before me, a notary public in the county and state written above this 31 day of August, 2021 by David G. Young as the President of WARREN COUNTY COMMISSIONERS, AKA BOARD OF WARREN COUNTY COMMISSIONERS, ON BEHALF OF WARREN COUNTY, OHIO, an Ohio county and political subdivision of the State.

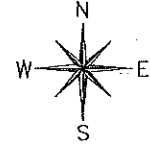


KRYSTAL LYNN POWELL
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2021-RE-834386
My Commission Expires July 15, 2026

Signed: Krystal Lynn Powell
Printed or Typed Name: Krystal Lynn Powell
Commission expires: July 15, 2026
My County of Residence: Warren
My Commission Number: 2021-RE-834386

This instrument was prepared by Janice L. Walker, Attorney-at-Law, 139 E. 4th St., Cincinnati, OH 45202.

THIS IS NOT A SURVEY. LOCATIONS SHOWN ARE APPROXIMATE.



CENTERLINE OF
15' WIDE EASEMENT

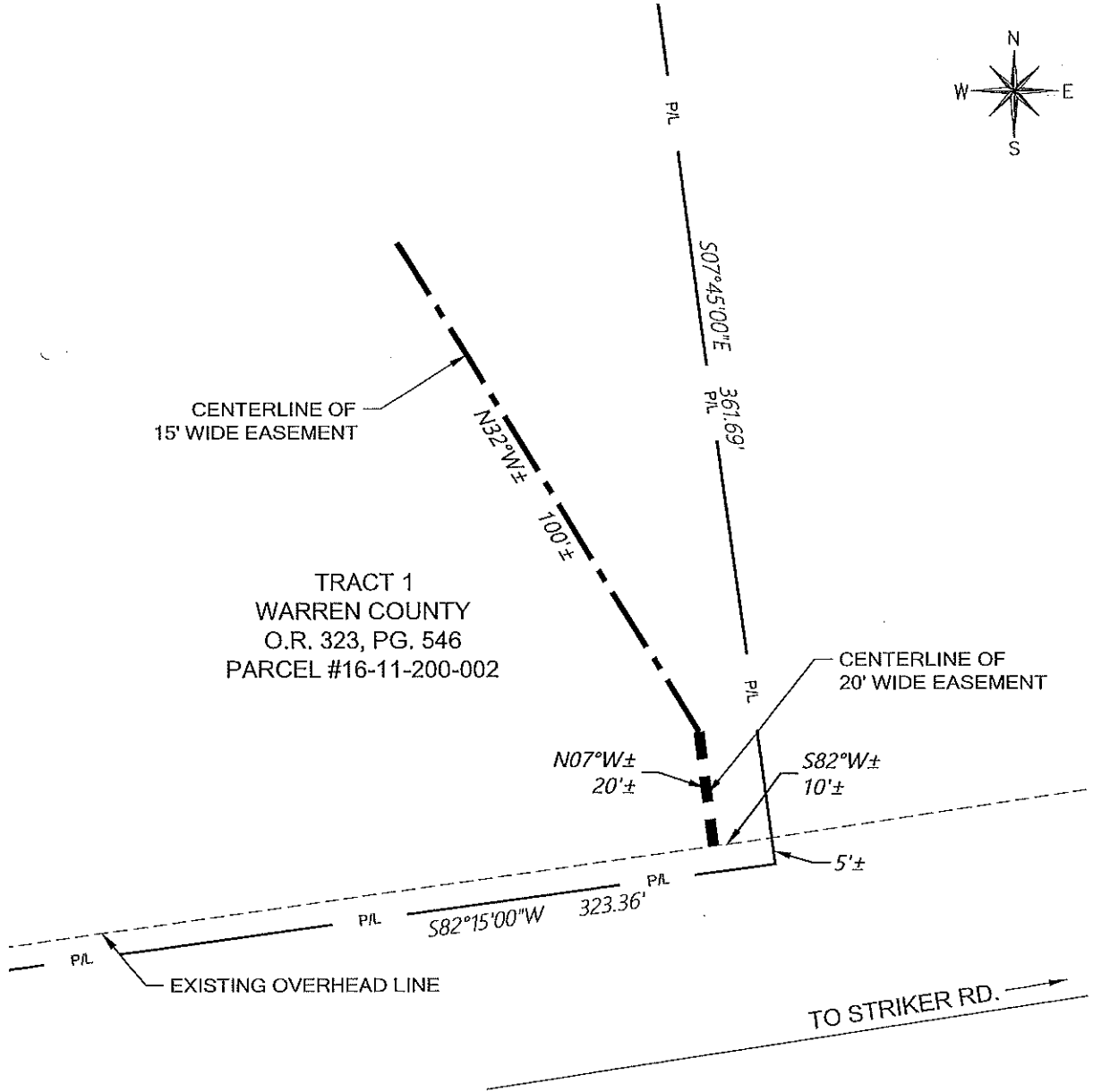
TRACT 1
WARREN COUNTY
O.R. 323, PG. 546
PARCEL #16-11-200-002

CENTERLINE OF
20' WIDE EASEMENT

$N07^{\circ}W \pm$
20' \pm

$S82^{\circ}W \pm$
10' \pm

5' \pm



NOTE: PROPERTY LINES AS SHOWN WERE
PLOTTED FROM O.R. 323, PG. 546
AND SITE IMPROVEMENTS FROM GIS DATA

SERVICE DR.

TO STRIKER RD.



1:30

WARREN COUNTY, OHIO

SITE NAME: HAMILTON TOWNSHIP MILITARY SURVEY #1548



DR. AM

EXHIBIT MAP OF:
EASEMENT

CK. MT

EXHIBIT MAP FOR:
WARREN COUNTY

DATE
08/18/2021

LOCATION
6193 STRIKER RD, MAINEVILLE, OH

EMAX #41812173

EXHIBIT 'A'

Resolution

Number 21-1180

Adopted Date August 31, 2021

CERTIFICATION OF DELINQUENT WATER AND/OR SEWER ACCOUNTS – WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, pursuant to Section 7.05G, Warren County Rules and Regulations, all delinquent water and/or sewer accounts with an unpaid balance may be certified to the property owner's real estate tax record; and

NOW THEREFORE BE IT RESOLVED:


1. To certify the attached list of delinquent water and/or sewer accounts to the property owner's real estate tax record. A copy of which is attached hereto and made a part hereof.
2. That the Clerk of this Board is hereby directed to forward a copy of this Resolution to the Warren County Auditor.

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

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

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor (certified)
Water/Sewer (file)

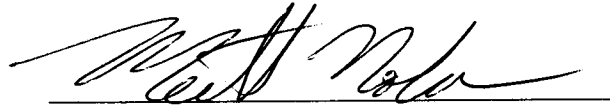
RESOLUTION #21-1180

AUGUST 31, 2021

PAGE 2

RECEIPT

I certify that I received a copy of the aforesaid resolution on the 31 day of August 2021.

A handwritten signature in black ink, appearing to read "Matt Nolan", written over a horizontal line.

Matt Nolan
Warren County Auditor

Resolution

Number 21-1181

Adopted Date August 31, 2021

WAIVE WATER TAP FEES FOR THE CLEARCREEK TOWNSHIP POLICE STATION AND ROADWAY DEPARTMENT VEHICULAR STORAGE BUILDING

WHEREAS, the Clearcreek Township governmental office is located at 7593 Bunnell Hill Road and receives water service from the Warren County Water and Sewer Department; and

WHEREAS, Clearcreek Township will expand their governmental office to include new Police Department and Road Department vehicle storage buildings; and

WHEREAS, Clearcreek Township on April 26, 2021, provided a written request, that is enclosed with the resolution, to waive the water tap fees for the improvements; and

WHEREAS, it is the desire of this Board to waive the water tap fees; and

NOW THEREFORE BE IT RESOLVED:

1. That the water tap fees for the Clearcreek Township governmental center improvements are hereby waived.
2. That Clearcreek Township shall be responsible for all costs associated with the extension and connection to the existing water main.
3. That the connection to the existing water main shall be coordinated with the Warren County Water and Sewer Department.

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

Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
Clearcreek Township

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1182

Adopted Date August 31, 2021

APPROVE AND ENTER INTO AN OFFICE SPACE REIMBURSEMENT AGREEMENT WITH
OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and enter into an Office Space Reimbursement Agreement with OhioMeansJobs Warren County; as attached hereto and made a part hereof.

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

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

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—OhioMeansJobs Warren County
OhioMeansJobs (file)
S. Spencer
Auditor

OFFICE SPACE REIMBURSEMENT AGREEMENT

This Agreement is made this 31 day of 8, 2021, between the Warren County Board of Commissioners (Commissioners) and the Ohio Means Jobs Warren County for the use of office space in 300 East Silver Street, Lebanon, Ohio (Old Courthouse) for the implementation of the Workforce Investment Act.


It is agreed between the parties as follows:

1. Commissioners hereby agree to allow the Ohio Means Jobs Warren County to occupy a portion of the Old Courthouse located at 300 East Silver Street, Lebanon, Ohio 45036, consisting of approximately 2,629 square feet of propriety occupied space, approximately 1,589 square feet of Ohio Means Jobs partner shared space.
2. The Ohio Means Jobs Warren County shall pay a user fee of \$20,865.00 for the propriety occupied space, a user fee of \$15,890.00 for the One-Stop partner shared space, and approximately 2,484 square feet of meeting room space for a total user fee of \$36,755.00 per year. Payment is due prior to June 30, 2022.
4. The use of the Young Room (approximately 1928 square feet) and the Jones Room (approximately 556 square feet) shall be granted to Ohio Means Jobs (OMJ) at no charge (\$20,400 in-kind contribution annually).
5. This Agreement shall be in effect for a term of one (1) year commencing on July 1, 2021, and terminating June 30, 2022.
6. The Ohio Means Jobs shall have exclusive use of the Premises as described in Attachment "A" and for the purpose stated above, in its present condition, reasonable wear and tear excepted.
7. Commissioners shall provide to the Premises, at no additional charge to the Ohio Means Jobs, all property insurance, gas, electric, water and sewer service, except telephone, and maintenance and custodial services as required.
8. Consent is given to request reimbursement for the cost of the Ohio Means Jobs partner shared space from the Ohio Means Jobs partners and the office space from ODJFS, ODJFS Vets, and OOD per agreements in MOU between OMJ Warren County Center Partners. Otherwise, Premises shall not be sub-let or assigned to any other entity without prior written consent of either party.
9. No material or structural alterations of the premises shall be made without prior approval of either party, except those made at the direction of the Commissioners for maintenance and/or safety purposes.

10. In the event of any breach of this Agreement, either party hereto shall have the right to terminate this Agreement in accordance with the laws of the State of Ohio and the Commissioners shall have the right to re-enter and claim possession of the Premises, in addition to such other remedies available to the Commissioners as the property owner arising from said breach.

This Agreement shall be binding to the benefit of the parties, their successors, assigns and personal representatives.

Warren County Board of Commissioners



David Young, President

8.31.21
Date

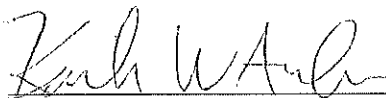
Ohio Means Jobs Warren County



Matt Fetty, Director

8/27/21
Date

Approved as to form:



Assistant Prosecutor

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1183

Adopted Date August 31, 2021

DECLARE VARIOUS ITEMS WITHIN BOARD OF DEVELOPMENTAL DISABILITIES, CHILD SUPPORT, ECONOMIC DEVELOPMENT, COMMON PLEAS COURT, COUNTY COURT, DRUG TASK FORCE, SOLID WASTE, AND VETERANS OFFICE AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

BE IT RESOLVED, to authorize disposal of various items from Board of Developmental Disabilities, Child Support, Economic Development, Common Pleas Court, County Court, Drug Task Force, Solid Waste, and Veterans Office in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tg-
cc: 2021 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

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Upholstered Arm Chairs

Auction Ends **ET**

Starting Bid **\$0.00**

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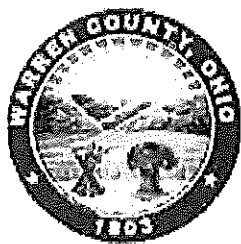
Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD21033

Lot Includes 2 HON green upholstered arm chairs

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH
Asset Contact	<u>Pete Mason</u> (Phone: 513-518-1848)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <u>Map to this location</u>

Inspection

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

Payment

PAYMENT MUST BE MADE ONLINE– To make online payment, Log into your Liquidity Services account and select “My Bids”. Please follow the instructions there.

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TAX CALCULATION & EXEMPTIONS

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Removal

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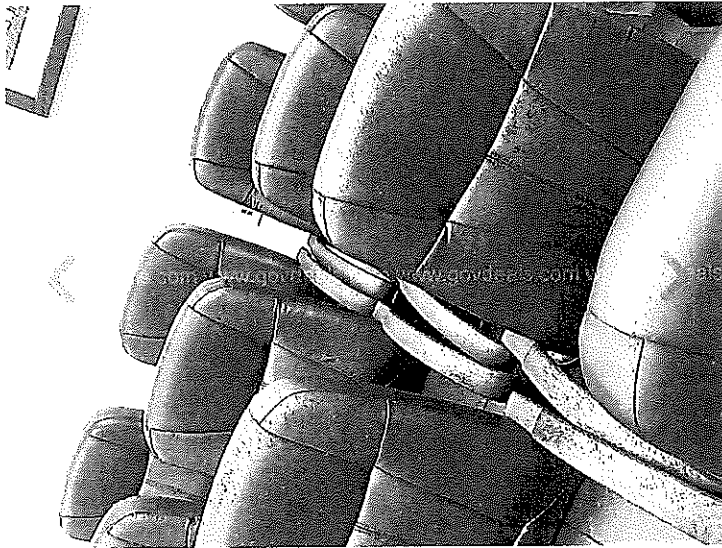
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20 Matching Conference Room Chairs

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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Condition	Category	Inventory ID
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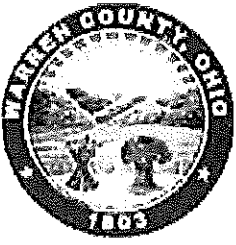
Used/See Description	Office Equipment/Supplies	BDD21034
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Lot Includes 20 Matching Pleather Conference Room Chairs

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH
Asset Contact	<u>Pete Mason</u> (Phone: 513-518-1848)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <u>Map to this location</u>

Inspection

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Payment

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Media

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Matching Vinyl Loveseat and Sofa

Auction Ends ET

Starting Bid **\$0.00**

[Terms and Conditions](#)

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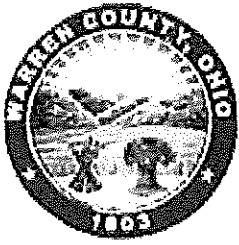
Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD21035

Lot includes matching vinyl loveseat and sofa

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH
Asset Contact	<u>Pete Mason</u> (Phone: 513-518-1848)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <u>Map to this location</u>

🔍 Inspection

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💰 Payment

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Ellison Machine with Cart

Auction Ends **ET**

Starting Bid **\$0.00**

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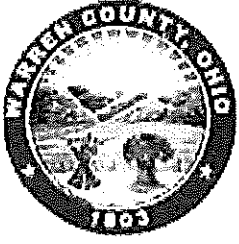
Condition	Category	Inventory ID
Used/See Description	School Equipment	BDD21036

Ellison Machine with Cart. Lot includes various shapes of stamps. Ellison Machine is used to cut shapes precisely and safely.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH
Asset Contact	<u>Pete Mason</u> (Phone: 513-518-1848)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 Map to this location

🔍 Inspection

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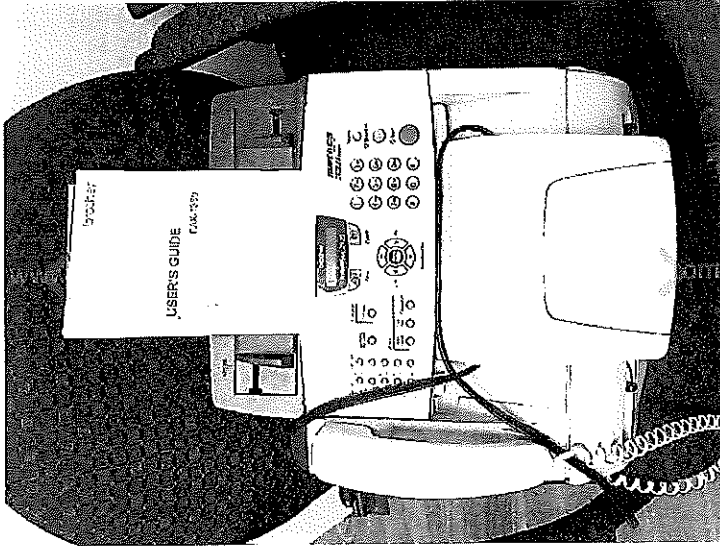
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Brother Fax Machine

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition

Category

Inventory ID

Used/See Description

Communication/Electronic Equipment

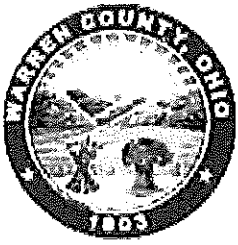
BDD21037

Brother Fax Machine with user manual

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH
Asset Contact	<u>Pete Mason</u> (Phone: 513-518-1848)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <u>Map to this location</u>

🔍 Inspection

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LANIER COPIER/PRINTER

Auction Ends **ET**

Starting Bid **\$0.00**

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Make/Brand

LANIER

Model

LD 550C

Condition

Used/See Description

Category

Office Equipment/Supplies

Inventory ID

CSE21031

LANIER LD 550C COLOR COPIER AND PRINTER, COMES WITH TONER. REPLACED WITH A NEWER COPIER/PRINTER, NO LONGER NEEDED

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH

Asset Contact [Liz Blosser](#) (Phone: 513-695-1910)

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

Inspection

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Special Instructions

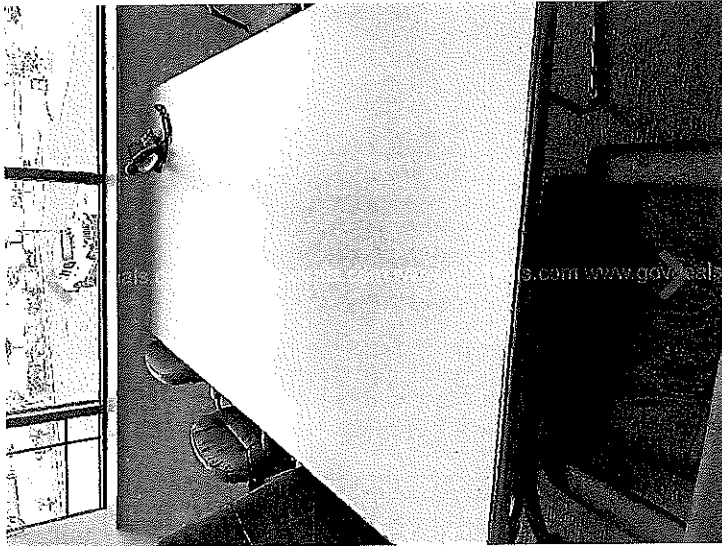
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LARGE CONFERENCE TABLE W/ 4 CHAIRS

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

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Condition	Category	Inventory ID
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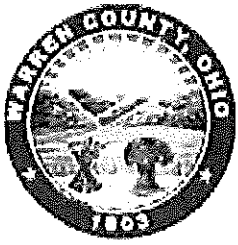
Used/See Description	Furniture/Furnishings	CPC21029
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LARGE CONFERENCE TABLE IN GOOD SHAPE WITH METAL LEGS 4 STATIONARY CHAIRS

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH
Asset Contact	<u>Cindy Prewitt</u> (Phone: 513-695-2596)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <u>Map to this location</u>

Inspection

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LOT OF 20+ CHAIRS

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	CPC21028

LOT OF 20+ CHAIRS W/ARMS - BLACK HEAVILY WORN, A FEW HAVE CASTERS, OTHERS STATIONARY

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH

Asset Contact [Cindy Prewitt](#) (Phone: 513-695-2596)

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

Inspection

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LOT OF (2) CPUS, (1) SCANNER, (3) MONITORS, PRINTER,KEYBOARDS

Auction Ends ET

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition	Category	Inventory ID
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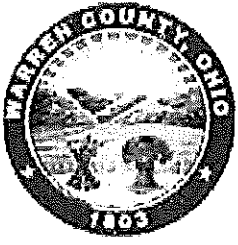
Used/See Description	Computers, Parts and Supplies	CPC21059
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LOT OF (2) CPUS, (1) SCANNER, (3) MONITORS, (1) HP PRINTER, AND KEYBOARDS

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH

Asset Contact [Cindy Prewitt](#) (Phone: 513-695-2596)

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

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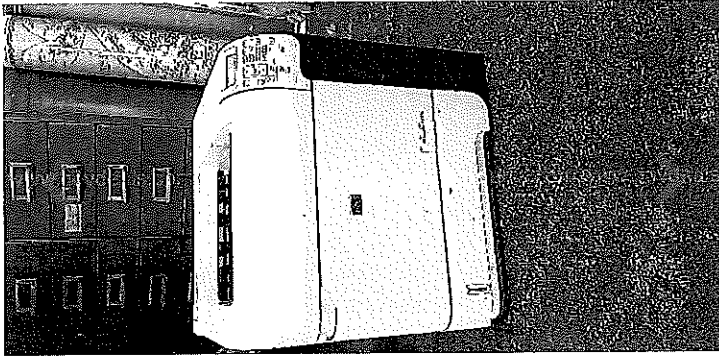
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printer, laptop, recorder, deskjet printer

Auction Ends **ET**

Starting Bid **\$0.00**

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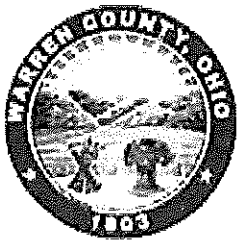
Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts and Supplies	CCT1003

1.printer- HP Laserjet P4015n -extra paper tray 2. laptop- HP s/n- CNU746180D - hard drive removed per IT 3.Bosch Video recorder
4.HP Deskjet 6940

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH

Asset Contact [Missy Moubray](#) (Phone: 513-695-2411)

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

Inspection

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Payment

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Acer monitor

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Make/Brand

Acer

Model

V245ML

Condition

Used/See Description

Category

Computers, Parts and Supplies

Inventory ID

CCT21005

Acer monitor

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH
Asset Contact	<u>Tannah Barton</u> (Phone: 513-695-1365)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <u>Map to this location</u>

🔍 Inspection

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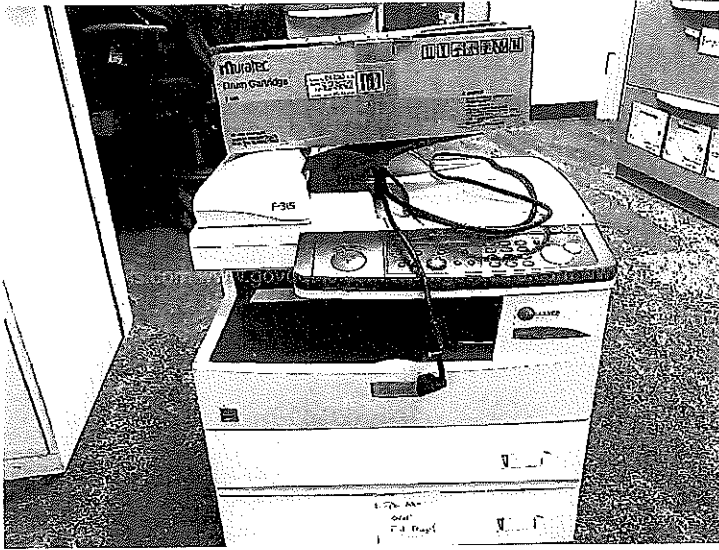
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Muratec fax machine

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Make/Brand

Muratec

Model

MFX-1950

Condition

Used/See Description

Category

Computers, Parts and Supplies

Inventory ID

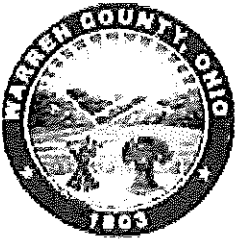
CCT21004

Muratec fax machine with instruction book

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH
Asset Contact	<u>Tannah Barton</u> (Phone: 513-695-1365)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <u>Map to this location</u>

🔍 Inspection

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Swingline stapler

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Make/Brand

Swingline

Model

690

Condition

Used/See Description

Category

Computers, Parts and Supplies

Inventory ID

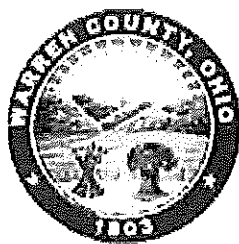
CCT21003

Swingline electric stapler

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH
Asset Contact	<u>Tannah Barton</u> (Phone: 513-695-1365)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <u>Map to this location</u>

Inspection

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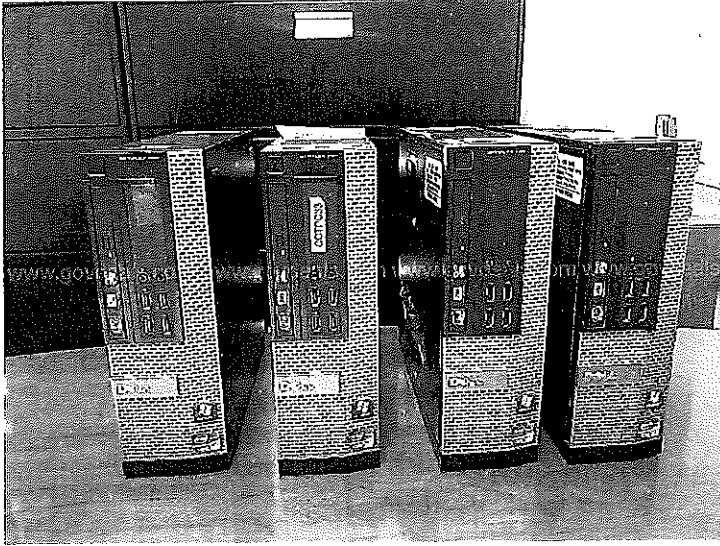
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Dell PC

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Make/Brand

Dell

Model

D03S

Condition

Used/See Description

Category

Computers, Parts and Supplies

Inventory ID

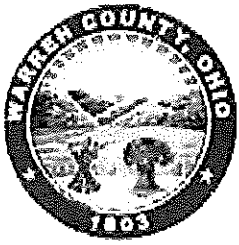
CCT21002

4 Dell PC's. Hard drives have been removed.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH
Asset Contact	<u>Tannah Barton</u> (Phone: 513-695-1365)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <u>Map to this location</u>

🔍 Inspection

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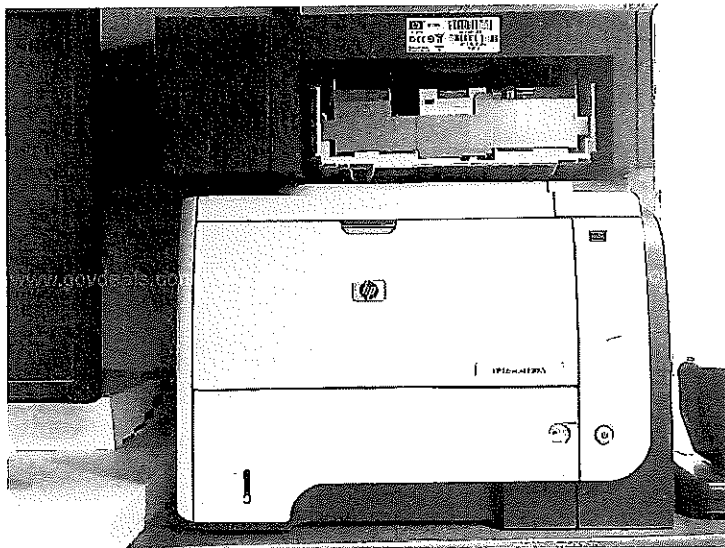
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HP printer

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Model

P3015

Condition

Used/See Description

Category

Computers, Parts and Supplies

Inventory ID

CCT21001

HP printer that works but jams frequently.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH

Asset Contact [Tannah Barton](#) (Phone: 513-695-1365)

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

🔍 Inspection

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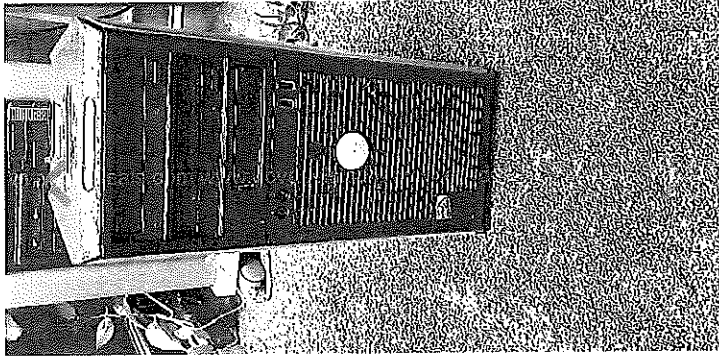
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COMPUTERS

Auction Ends **ET**

Starting Bid **\$0.00**

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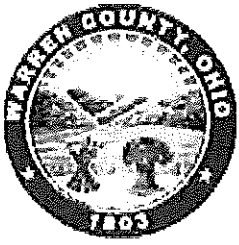
Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts and Supplies	CCT1002

HARD DRIVE REMOVED FROM ALL 4 PER IT DEPARTMENT
DELL - MODEL- 4RYJJN1 JAVS -MODEL - SYXDH61DL LG HP -MODEL- 2UA8170KF4 DELL- MODEL- D05D

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH
Asset Contact	<u>Missy Moubray</u> (Phone: 513-695-2411)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <u>Map to this location</u>

Inspection

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2012 Subaru Impreza WRX STI 5-door

Auction Ends **ET**

Starting Bid **\$0.00**

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Year	Make/Brand	Model	VIN/Serial	Miles	Title Restriction
2012	Subaru	Impreza WRX	JF1GR8H69CL216353	90,211	No Title Restriction

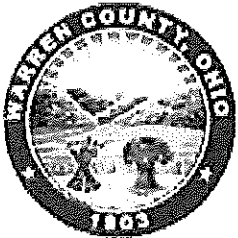
Condition	Category	Inventory ID
Used/See Description	Automobiles	DTF21913

2012 Subaru Impreza WRX STI 5-door WAGON 4-DR, 2.5L H4 DOHC 16V TURBO. This vehicle was a seized Drug Task Force vehicle. No maintenance history. This vehicle starts and runs. Has minor dents and scratches. Window tint is wrinkled.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH
Asset Contact	<u>Niccole Remenowsky</u> (Phone: 513-695-1350)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <u>Map to this location</u>

Q Inspection

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\$ Payment

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Media



Special Instructions

NOTICE: If you are the winning bidder and default by failing to adhere to this seller's terms and conditions your account with Liquidity Services WILL BE LOCKED.

Guaranty Waiver. All property is offered for sale "AS IS, WHERE IS." (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. Please note that upon removal of the property, all sales are final.

Description Warranty. Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms that the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the seller shall not exceed the actual purchase price of the property.

Quick Asset Lookup (QAL) #: 3051-4105 (GD)



Help Desk Hours: Monday - Friday, 8 am - 7 pm ET.

Contact us with any questions, comments or concerns.

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Dell Laptop Computer

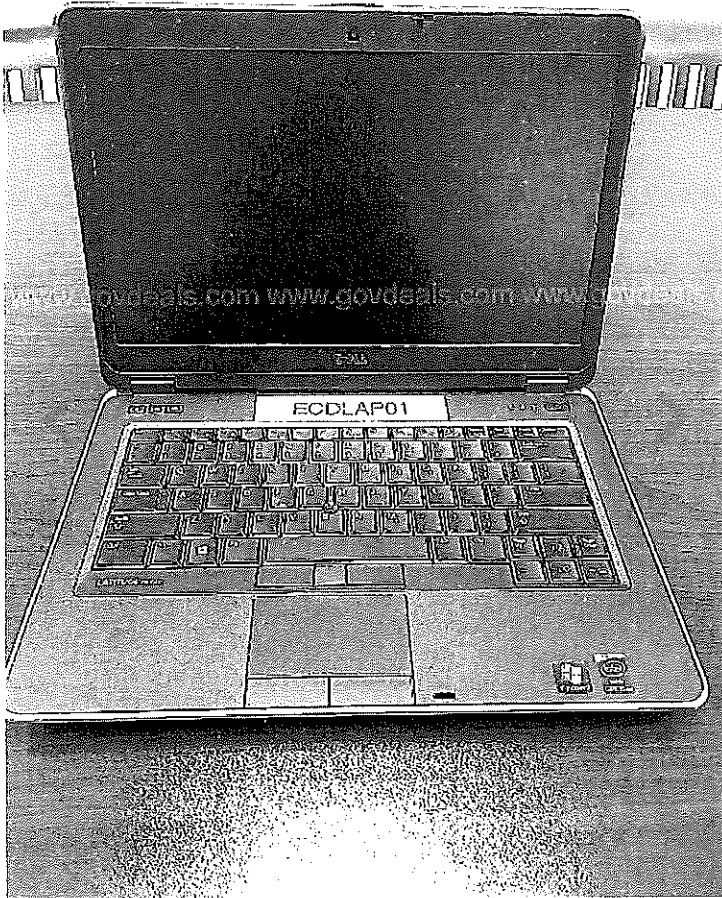
Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors



Make/Brand

Dell Latitude E6440

Condition

Used/See Description

Category

Computers, Parts and Supplies

Inventory ID

EDV21001

This is a Dell Laptop Computer. The condition is unknown and the hard drive has been removed.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH
Asset Contact	<u>Rebekah Brigano</u> (Phone: 513-695-2090)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <u>Map to this location</u>

Q Inspection

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\$ Payment

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Monitors, CPU, Printers, Keyboards

Auction Ends **ET**

Starting Bid **\$0.00**

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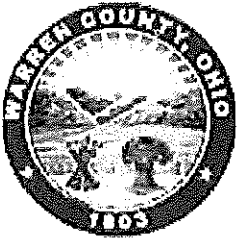
Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts and Supplies	SWM21001

Monitor - View Sonic, Approx 18# Monitor - Dell, Approx 22" CPU - Dell Printer - HP Color Laser Jet Pro M252dw Printer - HP OfficeJet 6962 2 Keyboards

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH
Asset Contact	<u>Susanne Mason</u> (Phone: 513-695-1210)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <u>Map to this location</u>

🔍 Inspection

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TAX EXEMPTION: Where taxes are applicable (see the Buyer's Certificate), Tax Exempt documents must be provided to Bidder Services at tax@govdeals.com within 24 hours of the auctions close and before payment is made. Bidders are encouraged to submit their Tax Exempt Documentation prior to the Auction's close to expedite this process. Please contact Bidder Services for all tax exemption questions.

📦 Removal

Property may be removed by appointment only and appointments must be made at least 24 hours in advance. All items must be removed within ten (10) business days from the time and date of issuance of the Buyer's Certificate.

The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. No Assistance will be provided. A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate.

💡 Special Instructions

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

GovDeals®

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



2016 Dodge Grand Caravan SXT

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



[More Photos](#)

Year	Make/Brand	Model	VIN/Serial	Miles	Title Restriction
2016	Dodge	Grand Caravan	2C4RDGCG5GR361348	124,211	No Title Restriction

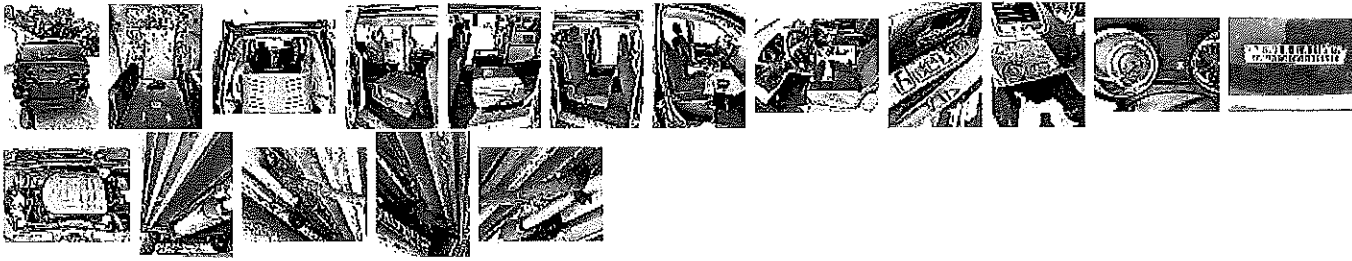
Condition	Category	Inventory ID
Used/See Description	Vans	VET21912

2016 Dodge Grand Caravan SXT SPORTS VAN, 3.6L V6 DOHC 24V. This vehicle starts and runs with jump. Needs new battery. Maintained every 4000 miles. Removed from service on 6/23/2021 due to mileage. Wheelchair lift in rear. Some rust on hood and running board brackets. Decals have been removed, some impressions remain.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



💡 Special Instructions

NOTICE: If you are the winning bidder and default by failing to adhere to this seller's terms and conditions your account with Liquidity Services WILL BE LOCKED.

Guaranty Waiver. All property is offered for sale "AS IS, WHERE IS." (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. Please note that upon removal of the property, all sales are final.

Description Warranty. Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms that the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the seller shall not exceed the actual purchase price of the property.

Quick Asset Lookup (QAL) #: 3051-4104 (GD)



Help Desk Hours: Monday - Friday, 8 am - 7 pm ET.
Contact us with any questions, comments or concerns.

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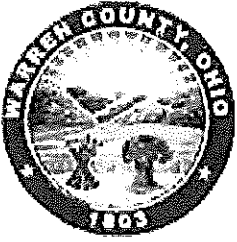
Network
International
 Energy and Gas

All Surplus
 Surplus Auctions

GoIndustry DoveBid
 Equipment Auctions

Liquidation.com
 Retail Supply Chain

Machinio.com
 Heavy Equipment



Seller Name	Warren County, OH
Asset Contact	<u>Niccole Remenowsky</u> (Phone: 513-695-1350)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <u>Map to this location</u>

Inspection

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

Payment

PAYMENT MUST BE MADE ONLINE-- To make online payment, Log into your Liquidity Services account and select "My Bids". Please follow the instructions there.

Payment in full is due not later than five (5) business days from the time and date of the close of the auction. Payment must be made electronically via the payment methods listed below.

TAX CALCULATION & EXEMPTIONS

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TAX EXEMPTION: Where taxes are applicable (see the Buyer's Certificate), Tax Exempt documents must be provided to Bidder Services at tax@govdeals.com within 24 hours of the auctions close and before payment is made. Bidders are encouraged to submit their Tax Exempt Documentation prior to the Auction's close to expedite this process. Please contact Bidder Services for all tax exemption questions.

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Media

Resolution

Number 21-1184

Adopted Date August 31, 2021

APPROVE AND AUTHORIZE PRESIDENT OF THE BOARD TO ELECTRONICALLY SIGN THE URBAN TRANSIT PROGRAM 2022 GRANT CONTRACT BY AND BETWEEN THE OHIO DEPARTMENT OF TRANSPORTATION AND THE WARREN COUNTY BOARD OF COMMISSIONERS

WHEREAS, Warren County has been awarded Grant Number TUTP-4123-GRF-221 from Ohio Department of Transportation under the Ohio Public Transportation Grant Program; and

BE IT RESOLVED, to approve and authorize the President of the Board to electronically sign the Urban Transit Program 2022 Grant Contract # TUTP-4123-GRF-221 with the Ohio Department of Transportation under the Ohio Public Transportation Grant Program, as attached and made a part hereof; and

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

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

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

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: C/A—ODOT
Transit (file)
ODOT



OHIO DEPARTMENT OF TRANSPORTATION
Mike DeWine, *Governor* Jack Marchbanks, Ph.D., *Director*

1980 W. Broad Street, Columbus, OH 43223
614-466-7170
transportation.ohio.gov

August 17, 2021

David Young, Board of County Commissioners President
Warren County Commissioners
406 Justice Drive
Lebanon, OH 45036

Dear Mr. Young,

The Ohio Department of Transportation (ODOT) is pleased to inform you that \$123,147.00 has been awarded to the Warren County Commissioners. These funds originate from the Urban Transit Program (UTP) using state general revenue funds and will assist in financing your project(s).

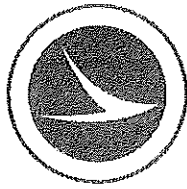
The Office of Transit is utilizing electronic signature capability to implement contracts. Please look in your inbox for an email from One Span to sign your SFY2022 UTP contract electronically.

If you have any questions or require additional information, please contact Juana Hostin at 614-644-0304 or juana.hostin@dot.ohio.gov.

Respectfully,

E-SIGNED by Macie Moore
on 2021-08-18 13:44:34 GMT

Charles Dyer, Administrator
Office of Transit



OHIO DEPARTMENT OF TRANSPORTATION

Urban Transit Program SFY2022 Grant Program Year Grant Agreement

Awarding Agency:

State of Ohio

Department of Transportation

Recipient:

Warren County Commissioners

ODOT FAN Number:

TUTP-4123-GRF-221

ODOT PID:

111788

Contract Data Sheet

Data Field	Data Field Name	Data Information
1	ODOT - BlackCat Contract Number	N/A
2	Recipient Name	Warren County Commissioners
3	Recipient's Unique Entity Identifier (DUNS #)	083375402
4	Recipient OAKS Vendor #	0000052991
5	Recipient OAKS ADDR CD #	004
6	Recipient Street Address 1	406 Justice Drive
7	Recipient Street Address 2	
8	Recipient City, State, and ZIP Code	Lebanon, OH 45036
9	Recipient County	Warren
10	ORC Section #	5501.07
11	ODOT Date of award to the Recipient	07/01/2021
12	State Award Period of Performance Start Date	Jan 1, 2022
13	State Award Period of Performance End Date	Dec 31, 2022
14	Total Amount of the State Award committed to the Recipient	\$123,147.00
15	State Award Project Description	operating assistance
16	Name of State Awarding Agency	Ohio Department of Transportation
17	Contact Information for State	Juana Hostin, 614-644-0304
18	ODOT Grant Program Name	SFY2022 Urban Transit Program
19	ODOT Grant Program Year	SFY2022
20	Identification of whether the award is R&D	N/A
21	ODOT PID #	111788
22	Authorizing Official	David Young
23	Authorizing Official's Email Address	david.young@co.warren.oh.us
24	Receive a Copy of the Contract	Susanne Mason
25	Copied Person's Email Address	Susanne.mason@co.warren.oh.us

Project Data Sheet

Project 1

ODOT FAN Code	ODOT FAN Project Description	FTA ALI Code	State Share \$	State Share %
TUTP-4123-GRF-221	operating assistance	30.09.01	\$123,147.00	100%
Total Project Cost	Federal Share \$	Federal Share %	Local Share \$	Local Share %
\$123,147.00	N/A	N/A	N/A	N/A

Internal Use Only			
Federal Share SAC	State Share SAC	Local Share SAC	State Job Number
N/A	4TT7	N/A	611788

Project 2

ODOT FAN Code	ODOT FAN Project Description	FTA ALI Code	State Share \$	State Share %
				100%
Total Project Cost	Federal Share \$	Federal Share %	Local Share \$	Local Share %
	N/A	N/A	N/A	N/A

Internal Use Only			
Federal Share SAC	State Share SAC	Local Share SAC	State Job Number
N/A	4TT7	N/A	611788

STATE OF OHIO, DEPARTMENT OF TRANSPORTATION
OFFICE OF TRANSIT
1980 W. BROAD ST., COLUMBUS, OH 43223
MAIL STOP 3110
OHIO REVISED CODE SECTION 5501.07
OPERATING/CAPITAL/PLANNING GRANT

In consideration of the mutual covenants, promises, representations and warranties set forth herein, the State of Ohio, Department of Transportation and the Warren County Commissioners agree as follows:

ARTICLE 1

DEFINITIONS

ADA: Americans with Disabilities Act, as amended, civil rights legislation which guarantees access to public services and facilities, including transportation, to ADA-eligible persons.

Administrator: the Administrator of the Office of Transit.

Application: a request by an Eligible Applicant for funding under the Ohio Revised Code Section 5501.07 - Urban Transit Program containing all necessary information and meeting all requirements set forth in the Program and submitted to ODOT.

Audit Finding: the deficiencies which the auditor is required by 2 C.F.R. 200.516 paragraph (a) to report in the schedule of findings and questioned costs.

Auditee: any non-Federal entity that expends Federal awards which must be audited under 2 C.F.R. 200 Subpart F.

Auditor: an auditor who is a public accountant or a Federal, state, local government, or Indian tribe audit organization, which meets the general standards specified for external auditors in generally accepted government auditing standards.

CFDA: the Catalog of Federal Domestic Assistance.

C.F.R.: the Code of Federal Regulations.

Capital Assets: the tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with generally accepted accounting principles.

Capital Expenditures: the expenses to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.

Contract: a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award.

Contractor: an entity that receives a contract; including any private, for profit operator, including but not limited to taxi companies, bus companies, and paratransit operators.

Corrective Action: any action taken by the auditee that: corrects identified deficiencies; produces recommended improvements; or demonstrates that audit findings are either invalid or do not warrant auditee action.

Cost Allocation Plan: the documentation identifying, accumulating, and allocating or developing billing rates based on the allowable costs of services provided by a state, local government, or Indian tribe on a centralized basis to its departments and agencies. See Appendices IV, V, or VII in 2 C.F.R. 200 for guidance.

Cost Sharing or Matching: the portion of project costs not paid by Federal funds (i.e.: local match)

Criteria: The Urban Transit Program Criteria, Application Instructions and Application for FY2022 and FY2023.

DBE: a Disadvantaged Business Enterprise whose small business is at least 51 percent owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

DUNS: the Data Universal Numbering System

Eligible Applicant: an Ohio private Nonprofit Organization registered with Ohio's Secretary of State as defined in Chapter 1702 of the Ohio Revised Code; a current participant in Ohio's Coordination Program; or a public body which certifies that there are no private nonprofit corporations in the area able to provide the service; an agency which provides public transportation as defined in the Ohio Revised Code Section 5501.01.

Eligible Assistance: expenditure categories that may be reimbursed through the Program including Capital, Operating, and Planning Expenses.

Federal Award: the Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity (Program funds awarded to the Recipient).

Federal Awarding Agency: the Federal agency that provides a Federal award directly to a non-Federal entity.

Federal Award Date: the date when the Federal award is signed by the authorized official of the Federal awarding agency.

Federal Interest: the dollar amount that is the product of the: Federal share of total project costs; and current fair market value of the property, improvements, or both to the extent the cost of acquiring or improving the property were included as project costs.

Federal Share: the portion of the total project costs that are paid by Federal funds.

Federal Transit Laws: The Mass Transportation Codified Laws as promulgated under 49 U.S.C. Chapter 53, Sections 5301-5338.

Final Audit: the financial and program statement of all funding sources used in the completion of the Project conducted in accordance with 2 C.F.R. Part 200 Subpart F as applicable.

FTA: the Federal Transit Administration of US DOT.

Grant Agreement: a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity including this Agreement. (“Agreement”)

Indirect Costs: those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved.

Indirect Cost Rate Proposal: the documentation prepared by a non-Federal entity to substantiate its request for the establishment of an indirect cost rate.

Invoice: a request made by the Recipient for reimbursement of Project expenses.

Milestone Date: Goal date(s) which are set by the Recipient and monitored by FTA and ODOT for acquisition and project completion deadlines to measure progress of project. The date for award is when the purchase order is issued for a capital item. Other dates are based on the type of milestone that is tracked.

Non-Federal Entity: a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or Recipient.

Nonprofit Organization: an Ohio not-for-profit corporation as defined in Chapter 1702 of the Ohio Revised Code.

ODOT: the Ohio Department of Transportation.

OMB: the Executive Office of the President, Office of Management and Budget.

Operating Expense: the costs directly related to system operations which may be broken down into operating and administration.

Pass-Through Entity: a non-Federal entity that provides a Award to a Recipient to carry out part of a Federal program.

Period of Performance: the time during which the non-Federal entity may incur new obligations to carry out work authorized under the Federal award.

Planning Expenses: the expenditures to acquire external planning services or expenditures related to a subrecipient directly performing planning activities awarded under this agreement including marketing, materials, and staff time.

Program: the Urban Transit Program.

Project Cost: the total allowable costs incurred under a Federal award and all required cost sharing and voluntary committed cost sharing, including third-party contributions.

Project Equipment: the physical items obtained through the Projects funded in this Contract which includes vehicles and equipment.

Projects: The projects funded by this Contract identified in the Contract Data Sheet and Project Data Sheet defined above.

Public Transportation System: a publicly owned or operated transportation system using buses, rail vehicles, or other surface conveyances to provide a transportation service to the general public on a regular and continuing basis.

Questioned Cost: a cost that is questioned by the auditor because of an audit finding: which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Real Property: the land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment funded in this Contract.

Standard Assurances: the assurances enumerated in FTA Circular 5100.0, 9030.1, 9040.1, 9070.1, as may be amended.

State Award Date: the date when the State award is signed by the authorized official of the Ohio Department of Transportation.

State Fiscal Year: the State of Ohio fiscal year from July 1 to June 30.

State Interest: the dollar amount that is the product of the: State share of total project costs; and current fair market value of the property, improvements, or both to the extent the cost of acquiring or improving the property were included as project costs.

State Share: the portion of the total project costs that are paid by State funds.

Award: an award provided by a pass-through entity to a Recipient for the Recipient to carry out part of a Federal or State award received by the pass-through entity. An Award may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient: a non-Federal entity that receives a Award from a pass-through entity to carry out part of a Federal or State program; but does not include an individual that is a beneficiary of such program.

Termination: the ending of a Federal or State award, in whole or in part at any time prior to the planned end of period of performance.

Third-Party In-Kind Contributions: the value of non-cash contributions that: benefit a federally assisted project or program; and are contributed by non-Federal third parties, without charge, to a non-Federal entity under a Federal award.

Transit Service: The portion of service provided by Public Transportation Systems which is eligible for Grant Funds and for which a fare is charged. It must be operated primarily for, and advertised to, the general public over specifically designated routes or within a designated geographic area no less frequently than once each week. The service may be either Fixed-Route or Demand-Responsive and must be provided with vehicles designed for transporting nine or more seated adult passengers or provided as part of a 49 USC Section 5307 or 5311 funded project. Specialized Transportation Service is not Transit Service.

Transportation Development Credit (TDC): federal transportation funding tool that can be utilized by states as a means of meeting local and state matching requirements for federal funding.

US DOT: the United States Department of Transportation or any of its administrations.

ARTICLE II

SECTION 1: PURPOSE OF AGREEMENT

- 1.1 The purpose of this Agreement is to provide capital, operating, and planning financial assistance from ODOT to the Recipient in accordance with Ohio Revised Code Section 5501.07.
- 1.2 The State Award obtained through this Agreement shall be applied toward the payment of the Project Cost for capital, operating, and planning projects in accordance with Section 2 and the Project Data Sheet of this Agreement.

SECTION 2: SCOPE OF PROJECTS:

- 2.1 Capital: The Recipient shall apply all State Award funds provided under this Agreement to the Project Cost incurred in the acquisition of Project equipment and/or construction of Project facilities listed on the Contract Data Sheet.
- 2.2 Operating: The Recipient shall apply all State Award funds provided under this Agreement to the Operating Expenses incurred in the provision of public transportation service within Ohio.
- 2.3 Eligible Operating Expenses: The operating assistance shall be applied toward the Eligible Operating Expenses incurred during the period of performance as specified in the Contract Data Sheet.
- 2.4 Planning: The Recipient shall apply all State Award funds provided under this Agreement to the Planning Expenses incurred in the planning activities during the period of performance as specified in the Contract Data Sheet.

SECTION 3: STATE AWARD

- 3.1 Capital: ODOT agrees that the Capital State Award funds paid to the Recipient in accordance with this Agreement shall consist of a State share in an amount not to exceed the amount specified on the Project Data Sheet.
- 3.2 The actual amount of State Award funds the Recipient will receive shall be determined on the basis of Capital invoices submitted to ODOT but will be no greater than the Project Cost.
- 3.3 The Projects listed in Project Data Sheet of this Agreement must be purchased (or have a purchase order issued) or contract awarded to a manufacturer or vendor within one year after the execution date of this agreement. Capital items not purchased or awarded by that date become ineligible for State Award funds through this Agreement.
- 3.4 Operating: ODOT agrees that the operating State Award funds paid to the Recipient in accordance with this Agreement shall consist of a State share in an amount not to exceed the amount specified on the Project Data Sheet and a local share in an amount not to exceed the amount specified on the Project Data Sheet.
- 3.5 The total amount of State Award funds the Recipient will receive shall be determined on the basis of Invoices for Operating Expenses submitted to ODOT, as allowed under Eligible

Assistance in the Urban Transit Program Criteria and Proposal Instructions.

- 3.6 The total amount of State Award funds the Recipient will receive shall be determined on the basis of Invoices for Planning Expenses submitted to ODOT, as allowed under Eligible Assistance in the Urban Transit Program Criteria and Proposal Instructions.
- 3.7 Legislative or administrative action may reduce Program funds available to ODOT for administration of this Agreement. In the event such action occurs at any time before ODOT has made final payment under this Agreement, ODOT shall be relieved of its obligation to pay the amounts stated in paragraphs 3.1, 3.4, and 3.6 and shall be required to pay only such amount as it may determine available.
- 3.8 This Agreement is subject to prior certification by the Director of the Office of Budget and Management that there is a balance in the funds appropriated sufficient to meet the state's obligations under this agreement, and that said balance is not already obligated to pay existing obligations. Payments of State Award funds are subject to an appropriation and certification in accordance with requirements of ORC Section 126.07, as in effect on July 18, 2019.
- 3.9 ODOT reserves the right to make partial payments on any Grant Agreement when necessary to conform with appropriate levels and cash availability.

SECTION 4: METHOD OF PAYMENT

- 4.1 The Recipient shall submit to ODOT, the Office of Transit, Invoices for items described in the Project Data Sheet of this Agreement as they are purchased following an ODOT approved procurement process, as Operating Expenses are incurred, and/or as Planning activities are performed. Upon receipt of an Invoice, ODOT will initiate the payment of the State Award funds specified in Section 3 of this Contract, corresponding to the Eligible Assistance incurred by the Recipient which is identified on the Invoice.
- 4.2 Reimbursement to the Recipient shall not constitute a final determination by ODOT of the eligibility of any expense incurred by the Recipient and shall not constitute a waiver of any breach of this Agreement by the Recipient or any Project Contractor. ODOT will make a final determination of the eligibility of any cost charged to the Projects after completion of the Final Audit and/or project closeout.

SECTION 5: COMPLIANCE WITH FEDERAL, STATE AND LOCAL REQUIREMENTS

- 5.1 The Recipient and all Project Contractors shall fully comply with all federal, state, and local laws, rules, ordinances, executive orders, and other legal requirements as they apply to Public Transportation Systems, Transit Service, and all other Program subrecipient types. In accordance with federal law, the FTA Master Agreement, as revised, is incorporated herein by reference.
- 5.2 The Recipient shall comply with all existing and future federal, state, and municipal laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the agreement, including but not limited to, the laws referred to in these provisions of the agreement and the other agreement documents. If the agreement documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Recipient shall furnish to ODOT, Office of Transit, certificates of compliance with all such laws, orders and regulations.
- 5.3 Recipient agrees that it is currently in compliance and will continue to adhere to the

requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

- 5.4 Recipient affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to their campaign committees.
- 5.5 The Recipient shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the Projects in accordance with the provisions of this Agreement.
- 5.6 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the Subrecipient and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The Subrecipient certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://sanctionssearch.ofac.treas.gov/>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 5.7 The Subrecipient shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the Projects in accordance with the provisions of this Agreement.

SECTION 6: BANNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES:

- 6.1 **Banning the Expenditure of Public Funds on Offshore Services:** The Recipient affirms to have read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States. The Executive Order is provided as an attachment and also is available at the following website:

(<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>)

The Recipient also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Recipient or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that are outside of the United States.

- 6.2 **Banning the Expenditure of Public Funds on Offshore Services - Termination. Sanction. Damages:** If Recipient or any of its subcontractors perform services under this Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. The State 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 the State all funds paid for those services. The State may also recover from the Recipient all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Recipient performing services outside the United States.

The State may, at any time after the breach, terminate the Agreement, upon written notice to the Recipient. The State 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.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of ten percent 10% of the value of the Agreement.

The State, in its sole discretion, may provide written notice to Recipient of a breach and permit the Recipient to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Recipient any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Recipient's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including but not limited to recovery of funds paid for services the Recipient performed outside of the United States, costs associated with corrective action, or liquidated damages.

6.3 Banning the Expenditure of Public Funds on Offshore Services - Assignment/Delegation.

The Recipient will not assign any of its rights, nor delegate any of its duties and responsibilities under this Agreement, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

SECTION 7: REQUIRED INFORMATION AND DOCUMENTATION

- 7.1 The Recipient shall submit copies of all documents relating to this Agreement, including all bids and financial reports, to the Administrator or his or her agents upon request.
- 7.2 The Recipient shall:
- (a) Maintain and update a complete inventory of vehicles and equipment supplied through ODOT programs;
 - (b) Submit Progress Reports as required by ODOT;
 - (c) Provide reports of any significant trends or developments during the period covered by the grant which have occurred as a result of the Program; and
 - (d) Provide copies of all procurement related documentation for all capital items and/or services.
- 7.3 The Recipient shall establish and maintain accounts for the Projects in conformance with 2 C.F.R 200.302 *Financial management*. Each operating, capital, or planning Invoice shall be documented by, but not limited to, accurate and properly executed payrolls, time records,

orders, contracts, and vouchers, evidencing in detail the nature and propriety of the costs incurred for the Projects. Retention of these documents must follow the retention requirements as stated in 2 C.F.R 200.333 *Retention requirements for records*. The Recipient shall maintain all such supporting documentation for each Invoice readily accessible and clearly identified for a period of three years following receipt of payment of the final Invoice or final audit for the Projects.

- 7.4 The Recipient shall submit all other information to the Administrator as requested by ODOT or its agents.

SECTION 8: PROJECT ADMINISTRATION

- 8.1 The Recipient shall return any overpayment of State Award funds, made to the Recipient or to a Project Contractor, to ODOT, Office of Transit, not later than forty-five days after the Final Audit which reveals such overpayment.
- 8.2 The Recipient shall have an audit performed in accordance with 2 C.F.R. 200 Subpart F, as applicable. If there are any management advisories on non-reportable findings issued as a result of the audit, a copy of the management letter and corrective action plan must be submitted in conjunction with the audit report, as applicable in 2 C.F.R. 200.511 *Audit findings follow-up*.
- 8.3 The Recipient shall permit ODOT or any of its agents to inquire into any agreements between the Recipient and any third party pertaining to the Projects. The Recipient shall also permit ODOT or any of its agents to inspect all vehicles, operations, facilities, and equipment purchased or operated for the Projects.
- 8.4 Any differences existing in the quantities of Project Equipment as determined by the physical inspection and the quantities of Project Equipment reflected on the records maintained by ODOT shall be investigated to determine the cause of the difference. The Recipient shall, at the time of the physical inspection, verify the current utilization of and current need for the Project Equipment. The Recipient shall also follow the requirements for equipment stated in the *Title, Use, Management requirements, and Dispositions* sections in 2 C.F.R. 200.313 *Equipment*.
- 8.5 The Recipient agrees that, in accordance with 2 C.F.R 200.336 *Access to records*, US DOT, ODOT, the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, offices, materials, payrolls, and other data and records with regard to the Projects, and to audit the books, records, and accounts with regard to the Projects.

SECTION 9: SALE, DISPOSITION OR ENCUMBRANCE OF PROJECT EQUIPMENT

- 9.1 Sale or disposition of Project Equipment shall be undertaken by the Recipient only after requesting disposition instructions from ODOT and receiving ODOT's written approval. If applicable, upon disposition the Recipient shall refund to ODOT the State share of the Fair Market Value of the Project Equipment in accordance with the requirements stated in 2 C.F.R 200.313 *Equipment*.
- 9.2 The Recipient shall not execute any mortgage, lien, assignment, or other legal or equitable claim upon any Project Equipment or Real Property unless such action is authorized in writing by the Administrator.

SECTION 10: REQUIRED INSURANCE COVERAGE

- 10.1 The Recipient shall purchase and maintain throughout the Project Life a comprehensive policy of insurance upon the Project Equipment. Said policy shall include collision, theft, and liability insurance. Collision and theft insurance shall be maintained upon the Project Equipment in an amount no less than the Federal and State participation rate of the fair market value. Liability insurance shall protect ODOT, and the Recipient from claims for damages to property and bodily injury including death, which may arise from or in connection with operation of the Project Equipment by the Recipient or by anyone directly or indirectly associated with the Recipient. Unless the Recipient receives the prior written permission of the Administrator to carry a lower amount of insurance coverage, the minimum amount of liability insurance the a public/governmental Recipient shall maintain is \$500,000 per occurrence and \$500,000 in the aggregate and, for a for Nonprofit Organization Subrecipient, \$1,500,000 per occurrence and \$1,500,000 in the aggregate.
- 10.2 If the Project Equipment and/or Real Property is to be located in an area identified by the Secretary of the United States Department of Housing and Urban Development as an area having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, 42 U.S.C. 4011 et. Seq., the Recipient shall purchase flood insurance upon the Project Equipment and/or Real Property in an amount which is equal to the Federal and State shares of its Fair Market Value based on the original Federal and State participation rates.

SECTION 11: NO ADDITIONAL WAIVER IMPLIED

- 11.1 In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiation between the Administrator and the Recipient. If no agreement can be reached, the dispute will be referred for resolution to the Director of ODOT; legal questions will be referred to the State Attorney General for resolution.

SECTION 12: SEVERABILITY

- 12.1 If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

SECTION 13: INDEPENDENCE OF RECIPIENT

- 13.1 In no event shall the Recipient or any of its employees, agents, contractors, subcontractors, or Project Contractors be considered agents or employees of ODOT, the State, or US DOT.
- 13.2 The Recipient agrees that none of its employees, agents, contractors, subcontractors, or Project Contractors will hold themselves out as, or claim to be, agents, officers, or employees of ODOT, the State, or US DOT and will not by reason of any relationship with ODOT make any claim, demand, or application to or for any right or privilege applicable, but not limited to, rights and privileges concerning workers' compensation and occupational diseases coverage, unemployment compensation benefits, social security coverage, or retirement membership or credit.

SECTION 14: REPRESENTATIONS AND WARRANTIES MADE BY RECIPIENT

- 14.1 The Recipient hereby represents and warrants that it is a county transit board or regional transit authority established pursuant to Chapter 306 of the Ohio Revised Code, a county or county department, a municipality or municipal department, or a private nonprofit organization and that it has full power and authority to enter into this Agreement and to

perform its obligations hereunder.

- 14.2 The Recipient hereby restates and confirms all statements, representations, covenants, and agreements contained in the Recipient's application for the Federal Award funds awarded pursuant to this Agreement.

SECTION 15: ASSIGNMENT OF AGREEMENT

- 15.1 The Recipient shall not assign, transfer, convey, or subcontract in whole or in part, sublet or otherwise dispose of this Agreement without the express prior written consent of ODOT, and such written consent shall not release the Recipient from any obligations of this Agreement.

SECTION 16: CONTRACTS OF THE RECIPIENT

- 16.1 The Recipient shall not enter into any contract for assistance in the provision, operation, or management of transportation services for the Projects without the express prior written consent of ODOT.

SECTION 17: CONTRACT DISPUTE RESOLUTION

- 17.1 In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiation between the Administrator and the Recipient. If no agreement is reached, the dispute will be referred to the Ohio Attorney General, Transportation Section, for final resolution.
- 17.2 The Recipient shall avail itself of all legal and equitable remedies under any third-party contract which relates to the Projects and shall notify the Administrator of any current or prospective litigation pertaining to any such third-party contract.
- 17.3 The Recipient hereby agrees that ODOT shall receive, the State share of any proceeds derived from any third-party recovery.

SECTION 18: DEFAULT

- 18.1 Neglect or failure of the Recipient to comply with any of the terms, provisions, or conditions of this Agreement or any other Grant Agreement entered into between ODOT and the Recipient, whether or not payment of State Award funds has been fully or partially made, or failure of any representation made to ODOT in connection with any Grant Agreement by the Recipient to be true, shall be an event of default, provided, that if by reason of *force majeure* the Recipient is unable in whole or in part to carry out its covenants contained herein, the Recipient shall not be deemed in default during the continuance of such inability.
- 18.2 The term "*force majeure*" as used herein shall mean, without limitation: Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State or any of their political subdivisions or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; partial or entire failure of utilities, or any other cause not reasonably in the control of the Recipient. The Recipient shall, however, remedy with all reasonable dispatch each cause preventing the Recipient from carrying out its covenants contained herein.
- 18.3 Whenever an event of default has occurred, ODOT may (a) direct the Recipient to comply with

such orders of disposition of the Project Equipment as ODOT may issue, (b) direct the Recipient to return to ODOT the percentage of the State share of the remaining Fair Market Value, if any, which is realized from the Recipient's disposition of the Project Equipment, (c) refuse to pay any Invoices, and/or (d) require reimbursement from the Recipient of all or any portion of the State Award funds for any period of time that the Recipient has been in default.

- 18.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this agreement or now or hereafter existing at law or in equity.
- 18.5 No delay or omission to exercise any right or option accruing to ODOT upon any default by the Recipient shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as after as may be deemed expedient by ODOT.

SECTION 19: PROGRAM CRITERIA

- 19.1 The current Criteria for the Urban Transit Program as determined by ODOT is incorporated into this grant agreement in its entirety, and ODOT will determine the applicability of particular criteria and definitions to this agreement.

SECTION 20: CAPTIONS

- 20.1 The section captions in this Agreement are for the convenience of reference only and in no way define, limit, or describe the scope or intent of this Agreement or any part hereof and shall not be considered in any construction hereof.

SECTION 21: OFFER EFFECTIVE DATE; TERMINATION

- 21.1 When transmitted by ODOT to the Recipient, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT, Office of Transit, by the Recipient within *thirty* (30) days of such transmittal, unless an extension is granted in writing by the Administrator at the request of the Recipient. After execution this Agreement shall become effective upon the Award period of performance start date stated in the Contract Data Sheet.
- 21.2 ODOT hereby reserves the right to terminate the Projects and cancel this Agreement if ODOT and US DOT agree that the continuation of the Projects would not justify further expenditure of Federal Award funds or there is pending litigation which, in the opinion of ODOT and US DOT, may jeopardize the Grant Funds, the Contract between ODOT and US DOT, or the Projects.
- 21.3 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the Subrecipient shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 21.4 In the event of termination, the Subrecipient shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims,

and the claims submitted by the Subrecipient shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the Subrecipient shall be returned to ODOT.

SECTION 22: DRUG-FREE WORK PLACE

- 22.1 Recipient agrees to comply with all applicable State and Federal laws regarding a drug-free work place. Recipient shall make a good faith effort to ensure that its employees will not purchase, transfer, use, or possess illegal drugs, or abuse prescription drugs in any way.

SECTION 23: NONDISCRIMINATION

During the performance of this agreement, the Recipient, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 23.1 **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration (FTA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this agreement.
- 23.2 **Non-discrimination:** The contractor, with regard to the work performed by it during the agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth below as the pertinent nondiscrimination authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 23.3 **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency.
- 23.4 **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FTA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to ODOT or FTA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 23.5 **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, ODOT will impose such agreement sanctions as it or FTA may determine to be appropriate, including, but not limited to:
- a. withholding payments to the contractor under the agreement until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

- 23.6 Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as ODOT or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
- 23.7 During the performance of this agreement, the Recipient, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable

steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)

- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 *et seq.*) (prohibits discrimination on the basis of sex in education programs or activities)

SECTION 24: EQUAL EMPLOYMENT OPPORTUNITY

- 24.1 In carrying out this agreement, Recipient shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, or disability as that term is defined in the American with Disabilities Act. Recipient shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. In addition, the Recipient will not deny anyone the benefits of participation in any federally funded program on account of race, color, or national origin.
- 24.2 Recipient agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, or disability. Recipient shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the projects (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 24.3 Recipient agrees to ensure that minority business enterprises, as such are defined in 49 CFR PART 23, will have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided in conjunction with this agreement.

SECTION 25: GOVERNING LAWS

- 25.1 This agreement and any claims arising out of this agreement shall be governed by the laws of the State of Ohio. Any provision of this agreement prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this agreement or the performance thereunder shall be brought only in the courts of Ohio, and the owner hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

SECTION 26: FINDINGS FOR RECOVERY

- 26.1 No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved as defined by the Attorney General.

SECTION 27: NOTICE

27.1 Notice under this Agreement shall be directed as follows:

IF TO RECIPIENT:

Warren County Commissioners
406 Justice Drive

Lebanon, OH 45036

IF TO ODOT:

Ohio Department of Transportation
Office of Transit, 2nd Floor
1980 W. Broad Street
Mail Stop 3110
Columbus, Ohio 43223

SECTION 28: MODIFICATIONS

28.1 This agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by ODOT and the Recipient.

SECTION 29: SIGNATURES

- 29.1 Any person executing this Grant Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Grant Agreement on such principal's behalf.
- 29.2 Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.
- 29.3 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

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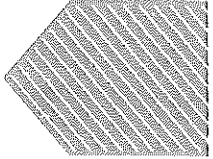
RECIPIENT

Warren County Commissioners

David Young, Board of County Commissioners President

By:

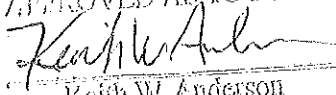




**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION**

By:

Jack Marchbanks, Ph. D., Director

APPROVED AS TO FORM

Keith W. Anderson
Asst. Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1185

Adopted Date August 31, 2021

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO SIGN A CERTIFICATION RELATED TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

WHEREAS, the US Department of HUD has notified Warren County that the Section 3 regulations was recently updated with a new certification, and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the President this Board to an updated Section 3 Certification related to the Community Development Block Grant (CDBG) program administered by the US Department of HUD, as attached hereto and made a part hereof.

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

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

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a—US Department of Housing & Urban Development
OGA (file)
HUD

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.


Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.



Signature of Authorized Official

8.31.21

Date

President

Title

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1186

Adopted Date August 31, 2021

APPROVE AGREEMENT AND ADDENDUM WITH SJO KIDS, INC. DBA NEW PATH CHILD & FAMILY SOLUTIONS AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to enter into the agreement and addendum with SJO Kids, Inc. dba New Path Child & Family Solutions, on behalf of Warren County Children Services, for calendar year 2021-2022, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a— SJO Kids, Inc. dba New Path Child & Family Solutions
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 SJO Kids, Inc. dba NewPath Child & Family Solutions, hereinafter "Provider," whose address is:

SJO Kids, Inc. dba NewPath Child & Family Solutions
5400 Edalbert Dr
Cincinnati, OH 45239

Collectively the "Parties."

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from **08/01/2021** through **05/31/2022**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

Article V. PROVIDER RESPONSIBILITIES

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

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

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
 2. Child Alleging Physical or Sexual Abuse/Neglect;
 3. Death of Child;
 4. Illicit drug/alcohol use, Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion/Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse;
 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.
- Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline/assigned Caseworker or by other established notification system.
- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been

completed.

- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
 - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

Article VI. AGENCY RESPONSIBILITIES

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

- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 - 4. Admission date and discharge date, if available.
 - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost.
 - b. Transportation, allowable maintenance cost.
 - c. Transportation; allowable administration cost.
 - d. Other Direct Services; allowable maintenance cost.
 - e. Behavioral health care; non-reimbursable cost.
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for

administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.

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

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5)

calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.

- C. Upon 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 225, Cost Principles for State, Local and Indian Tribal Government.
 6. For Public Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

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

1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.

2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. AMENDMENTS

This Agreement, Addenda, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written amendment signed by both parties; however, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written amendment signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Agreement is prospective in nature.

Article XVI. NOTICE

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

if to Agency, to	Warren County Children Services 416 S East St Lebanon, OH 45036
if to Provider, to	SJO Kids, Inc. dba NewPath Child & Family Solutions 5400 Edalbert Dr Cincinnati, OH 45239

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

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

ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.

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

Article XX. INSURANCE

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

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

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

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

General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

E. Workers' Compensation insurance at the statutory limits required by Ohio Revised code.

F. The Provider further agrees with the following provisions:

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement

including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

- 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a BCII check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2. Provider shall not assign any individual to work with or transport children until a BCII report and a criminal record transcript has been obtained.
- 3. Except as provided in Section C below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.
- 4. Provider agrees to be financially responsible for any audit findings resulting in financial penalty due to lack of compliance with the criminal records checks requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

B. Transportation of Child

- 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
- 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of, or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

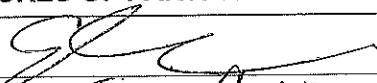
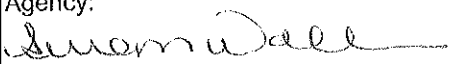
This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or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

Article XXXIII. APPLICABLE LAW AND VENUE

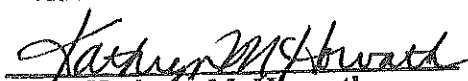
This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

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

SIGNATURES OF PARTIES:

Provider: 	
Printed Name ERIC CUMMINS	Date 11 Aug 2021
SJO Kids, Inc. dba NewPath Child & Family Solutions	
Agency: 	
Printed Name Warren County Children Services	Date 8/19/21

APPROVED AS TO FORM


Kathryn M. Horvath
 Asst. Prosecuting Attorney

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

ADDENDA TO AGREEMENT

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

This Agreement is between

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

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

and

hereinafter "Provider," whose address is:

Provider SJO Kids, Inc. dba NewPath Child & Family Solutions		
Street/Mailing Address 5400 Edalbert Dr		
City Cincinnati	State OH	Zip Code 45239

Contract ID : 19266812

Originally Dated :08/01/2021 to 05/31/2022

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

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

08/01/2021

Amendment End Date :

05/31/2022

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency : Warren County Children Services
 Run Date: 08/04/2021
 Provider / ID : SJO Kids, Inc. dba NewPath Child & Family Solutions/ 24390
 Contract Period : 08/01/2021 - 05/31/2022

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Children's Residential Center	58995		\$440.00	\$35.00							\$475.00	08/01/2021	05/31/2022
Family Ties	3527663		\$59.00	\$71.00							\$130.00	08/01/2021	05/31/2022
Specialized Foster Care (30386)-FFH													
Family Ties	391640		\$46.00	\$46.00							\$92.00	08/01/2021	05/31/2022
Therapeutic Foster Care (30060)-FFH													
Family Ties	4997663		\$47.00	\$48.00							\$95.00	08/01/2021	05/31/2022
Therapeutic Foster Care Level 3 (30409)-FFH													
Family Ties - Traditional Foster Care (30377)-FFH	2149657		\$37.00	\$38.00							\$75.00	08/01/2021	05/31/2022
Independent Living	59005		\$133.00	\$0.00							\$133.00	08/01/2021	05/31/2022

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

AMENDMENT #4:

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

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

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

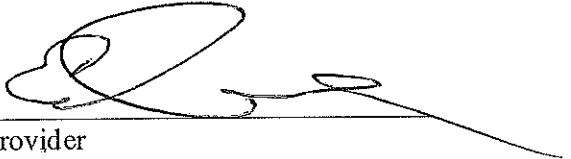
IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 21-1186 dated 8/31/21 and by the duly authorized CEO of NewPath Child & Family Solutions [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners


Date 8-31-21



Provider

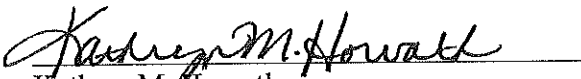
Date 11 Aug 2021

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF Hamilton

I, Eric Cummins, holding the title and position of CEO at the firm NewPath ChildCare affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

[Signature]

AFFIANT

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

Diane King
(Notary Public),

Hamilton County.

My commission expires July 23 20 21



DIANE KING
Notary Public
State of Ohio
My Comm. Expires
July 23, 2026

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

**Mike DeWine
Governor**

This is to Certify that

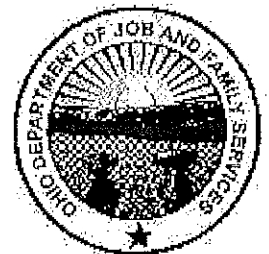
**SJO Kids, Inc. dba St. Joseph Orphanage
5400 Edalbert Drive
Cincinnati, Ohio 45239-7604
Recertification – S# 0000002491**

Has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.
The specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying letter.

Functions:

- To operate or provide Independent Living arrangements
- To act as a representative of ODJFS in recommending Treatment Foster Homes for certification
- To participate in the placement of children in Foster Homes
- To participate in the placement of children for Adoption
- To act as a representative of ODJFS in recommending Family Foster Homes for certification

This certificate is effective from February 28, 2021 to February 27, 2023





Department of
Job and Family Services

Mike DeWine, Governor
Matt Damschroder, Director

June 3, 2021

Eric Cummins, Chief Executive Officer
SJO Kids, Inc. dba NewPath Child & Family Solutions
5400 Edalbert DR
Cincinnati, Ohio 45239-7604

RE: Exit Conference Study ID # (S-0000003814)

Dear Mr. Cummins:

The Ohio Department of Job and Family Services (ODJFS) conducted a/an Amendment Review relative to SJO Kids, Inc. dba NewPath Child & Family Solutions on June 3, 2021 and SJO Kids, Inc. dba NewPath Child & Family Solutions were found to be in compliance with all applicable Ohio Administrative Code (OAC) rules reviewed.

If you have any questions, you may contact me by phone, (937) 264-5724, or email janal.howell@jfs.ohio.gov.

Sincerely,

Jana Howell
Agency Licensing/Certification Specialist

Enclosures: Compliance Summary(ies) (if applicable)
List of Records Reviewed (if applicable)

c: Gina Velotta, ODJFS
File

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



MHAS

Promoting wellness and recovery

Mike DeWine, Governor

Lori Criss, Director

License to Operate a Residential Facility

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

Date of Issue: July 1, 2020

Date of Expiration: August 18, 2021

Name of Facility: St. Joseph Orphanage

Address: 274 Sutton Rd., Cincinnati, Ohio 45230

County: Hamilton

Operator: SJO Kids, Inc.

Term: Full

License Number: 06-8201

Number of Licensed Beds: 34

Number of Household Members: 34

Classification: One

Director, Ohio Department of Mental Health and Addiction Services



MHAS

Promoting wellness and recovery

Mike DeWine, Governor

Lori Criss, Director

Behavioral Health Certification Certificate of Services

For

SJO Kids, Inc. dba St. Joseph Orphanage

Certification Number: 01-8473

Issued: July 1, 2020

Expires: January 26, 2022

In accordance with Section 5119.36 of the Ohio Revised Code, this agency meets the minimum standards and is hereby certified to provide behavioral health services and activities at the locations(s) specified:

- General Services
- Mental Health Day Treatment
- Crisis Intervention
- SUD Case Management
- Community Psychiatric Supportive Treatment
- Therapeutic Behavioral Services and Psychosocial Rehabilitation
- Prevention
- Supplemental BH: Independent Living Skills
- Supplemental BH: Social and Recreation
- Intensive Home Based Treatment

Director, Ohio Department of Mental Health and Addiction Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/11/2021

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 CAI Insurance Agency, Inc. 2035 Reading Road Cincinnati OH 45202-1415	CONTACT NAME: Marsha Moore	
	PHONE (A/C, No, Ext): (513) 221-1140 FAX (A/C, No): (513) 872-7519 E-MAIL ADDRESS: marsha@cai-insurance.com	
INSURED SJO Kids, Inc., DBA: NewPath Child & Family Solutions 5400 Edalbert Drive Cincinnati OH 45239	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 18058

COVERAGES CERTIFICATE NUMBER: 2021Master 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 INSD	SUBR 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			PHPK2297812	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2297812	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB776448	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PHPK2297812	07/01/2021	07/01/2022	PER STATUTE OTHER Ohio Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made Abuse & Molestation Claims Made			PHPK2297812	07/01/2021	07/01/2022	\$1,000,000 Occurrence 1,000,000 Agg \$1,000,000 Occurrence 1,000,000 Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are an additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability(following form) policies."

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

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*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1187

Adopted Date August 31, 2021

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 8/24/21 and 8/26/21, as attached hereto and made a part hereof.

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

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

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1188

Adopted Date August 31, 2021

ACCEPT AN AMENDED CERTIFICATE, APPROVE A SUPPLEMENTAL APPROPRIATION AND APPROVE A CASH ADVANCE FOR THE NORTHBOUND COLUMBIA ROAD AT 22/3 IMPROVEMENT PROJECT FUND 4438

WHEREAS, in order for the Warren County Engineer's Office to be able to encumber funds for the Northbound Columbia Road at 22/3 Improvement Project, an amended certificate, a supplemental appropriation and cash advance need to be accepted; and

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate in the amount of \$14,778.00 for the Northbound Columbia Road at 22/3 Improvement Project; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation and cash advance for the Engineer's Fund #4438 Northbound Columbia Road at 22/3 Improvement Project:

Supplemental Appropriation

\$14,788.00 into 44383120-5320 (Capital Purchases)

Cash Advance

\$14,788.00 from 2202-45556 (Cash Advance Out)

\$14,788.00 into 4438-45555 (Cash Advance In)

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

Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Amended Certificate file
Supplemental Adjustment file
Cash Advance file
Engineer (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, August 24, 2021

To the TAXING AUTHORITY of Warren County Commissioners

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

FUND TYPE - Capital Projects	Jan. 1st, 2021	Taxes	Other Sources	Total
NB Columbia/3C Right Turn Lane	\$1,514.00		\$14,778.00	\$16,292.00
Fund 4438				
TOTAL	\$1,514.00	\$0.00	\$14,778.00	\$16,292.00

_____)
 _____)
Matt Blain)
 _____) Budget
 _____) Commission
 _____)

AMEND 21 14
 Fund 4438 45999 + 14,778.00
 (Actual revenues of \$54778.00 less cash advance balance of 40,000.00=14,778.00 Other Sources)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1189

Adopted Date August 31, 2021

ACCEPT AN AMENDED CERTIFICATE AND APPROVE SUPPLEMENTAL
APPROPRIATION INTO PROPERTY/CASUALTY INS #6637

BE IT RESOLVED, to accept an Amended Certificate in the amount of \$157,988.48 for
Additional Revenues in Fund #6637; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation:

\$ 110,000.00 into #66371113-5910 (Prop Ins – Other Expense)

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

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

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Amended Certificate file
Supplemental Appropriation file
OMB (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1190

Adopted Date August 31, 2021

APPROVE SUPPLEMENTAL APPROPRIATION ADJUSTMENT INTO DOG AND
KENNEL FUND #2206

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

\$15,000.00 into #22062700-5210 (Materials and Supplies)

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

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

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Cc: Auditor
Supplemental App. file
Dog & Kennel (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1191

Adopted Date August 31, 2021

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

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Juvenile Detention Center Fund #11012600 in order to process a vacation and sick leave payout for Shelly Nichols former employee of Juvenile Detention Center:

\$6,014.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
into #11012600-5882 (Juvenile Detention Center - Vacation Leave Payout)

\$4,079.00 from #11011110-5881 (Commissioners - Vacation Leave Payout)
into #11012600-5881 (Juvenile Detention Center - Sick Leave Payout)

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

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

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Juvenile (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1192

Adopted Date August 31, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
GENERAL FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 5,000.00 from #11011220-5820 (Health/Life Insurance)
 into #11011220-5317 (Non Capital Purchases)

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

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

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1193

Adopted Date August 31, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
SERVICES #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 10,000.00 from #11011223-5820 (Health/Life Insurance)
into #11011223-5850 (Training/Education)

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

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

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1194

Adopted Date August 31, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	DEERFIELD TWP	KINGS MILLS INFRASTRUCTURE PROJECT PHASE 2	\$ 203,500.00
FAC	CDW LLC	ELECTRONIC EQUIPMENT NEW JAIL	\$ 2,484.52
FAC	VOORHIS SLONE WELSH CROSSLAND ARCHITECTS INC	CRITERIA ARCHITECT SERVICES	\$ 58,900.00
BOC	JUSTICE AV SOLUTIONS	CPL COURTROOM UPGRADES	\$ 133,249.91
FAC	CDW LLC	COMPUTER EQUIPMENT NEW JAIL	\$ 13,111.20

PO CHANGE ORDER

WAT	BUILDING CRAFTS INC.	RAR SOFTENING UPGRADES PROJECT	\$ 716,965.07 DECREASE
-----	----------------------	--------------------------------	------------------------

8/31/2021 APPROVED:



Tiffany Zindel, County Administrator

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1195

Adopted Date August 31, 2021

ADOPT WARREN COUNTY EMERGENCY OPERATIONS PLAN REVISED JUNE 2021

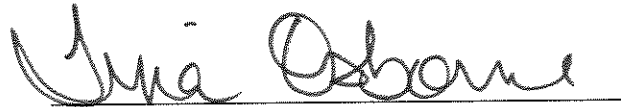
BE IT RESOLVED, to adopt the Warren County Emergency Operations Plan, Revised June 2021, as attached hereto and made a part hereof.

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

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

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Emergency Services (file)
Policy file

Resolution

Number 21-1196

Adopted Date August 31, 2021

CREATE RATES AND CHARGES FOR THE COUNTY STORM WATER MANAGEMENT DISTRICT NO. 1 IN ACCORDANCE WITH SECTION 6117 OF OHIO REVISED CODE

WHEREAS, certain funds are required to implement the federally mandated NPDES Phase II program in the manner described in the Warren County Storm Water Management Plan submitted to the Ohio Environmental Protection Agency; and

NOW THEREFORE BE IT RESOLVED, to create reasonable rates and charges through the Warren County Stormwater Management District No. 1 to fund the Warren County Storm Water Management Plan as filed with the Ohio Environmental Protection Agency under conditions of the National Pollution Discharge Elimination System (NPDES) Phase II Permit. Those townships part of the plan are Clearcreek, Franklin, Hamilton, Turtlecreek, and Union Townships; and

BE IT FURTHER RESOLVED, to charge each parcel with building values greater than \$10,000.00 in the townships listed above an amount of \$12.00 per year that will be placed annually on the tax duplicate by the County Auditor as permitted under Section 6117.02 of the Ohio Revised Code.

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

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

Resolution adopted this 31st day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Cc: Auditor (certified)
Engineer (file)