

Resolution

Number 19-0585

Adopted Date May 21, 2019

AUTHORIZE THE POSTING FOR "CUSTODIAL WORKER I" POSITION, WITHIN THE FACILITIES MANAGEMENT DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for "Custodial Worker I" position within the Facilities Management Department; and


NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Custodial Worker 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 May 22, 2019.

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Facilities Management (file)
OMB Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0586

Adopted Date May 21, 2019

ACCEPT RESIGNATION OF REBECCA CAMPANA, PROTECTIVE SERVICES CASEWORKER III, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE MAY 24, 2019

BE IT RESOLVED, to accept the resignation, of Rebecca Campana, Protective Services Caseworker III, within the Warren County Department of Job and Family Services, Children Services Division, effective May 24, 2019.

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0587

Adopted Date May 21, 2019

ACCEPT RESIGNATION OF AMY COLE, ELIGIBILITY REFERRAL SPECIALIST II,
WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES,
HUMAN SERVICES DIVISION, EFFECTIVE MAY 17, 2019

BE IT RESOLVED, to accept the resignation, of Amy Cole, Eligibility Referral Specialist II,
within the Warren County Department of Job and Family Services, Human Services Division,
effective May 17, 2019.

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 19-0588

Adopted Date May 21, 2019

APPROVE HIRING TEMPORARY EMPLOYEE FOR THE WATER AND SEWER DEPARTMENT

WHEREAS, in order to accomplish the seasonal maintenance of the water and sewer facilities, there is a need within the Water and Sewer Department to hire temporary employees; and

NOW THEREFORE BE IT RESOLVED, to hire the following employee within the Water and Sewer Department, for approximately twelve weeks;

Nathan Shutts, as a temporary General Laborer, Job Class #2067, Position Control #10102183, Temporary Rate of \$10.00/hour, full-time, temporary, subject to a negative drug screen and a background (BCI) check

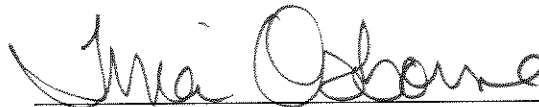
BE IT FURTHER RESOLVED, that a condition of said employment is that all persons hired under this resolution acknowledge that they will be in an "on-call" status from day-to-day, at the discretion of the departmental supervisor and will make themselves available upon call.

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
Personnel Files
OMB – Sue Spencer

Resolution

Number 19-0589

Adopted Date May 21, 2019

HIRE MICHAEL ZEIHNER AS BUSINESS MANAGER, WITHIN THE WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Michael Zeiher, as Business Manager, within the Water and Sewer Department, unclassified, full-time, exempt, Pay Range B, at a pay rate of \$2,230.77 bi-weekly, effective June 24, 2019, subject to a background check, negative drug screen and a 365 day probationary period.

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Water/Sewer (file)
M. Zeiher's Personnel file
OMB-Sue Spencer
T. Reier

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0590

Adopted Date May 21, 2019

HIRE AUTUMN COOK AS PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION


BE IT RESOLVED, to hire Autumn Cook as Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$15.98 per hour, under the Warren County Job and Family Services compensation plan, effective June 10, 2019, subject a negative drug screen, background check and a 365 day probationary period.

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Children Services (file)
A. Cook Personnel file
OMB – Sue Spencer

Resolution

Number 19-0591

Adopted Date May 21, 2019

HIRE KAITLYN TUCKER AS PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION


BE IT RESOLVED, to hire Kaitlyn Tucker as Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$15.98 per hour, under the Warren County Job and Family Services compensation plan, effective June 10, 2019, subject a negative drug screen, background check and a 365 day probationary period.

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Children Services (file)
K. Tucker Personnel file
OMB – Sue Spencer

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

Resolution

Number 19-0592

Adopted Date May 21, 2019

HIRE MACKENZIE STEWART AS PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Mackenzie Stewart as Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$15.98 per hour, under the Warren County Job and Family Services compensation plan, effective June 17, 2019, subject a negative drug screen, background check and a 365 day probationary period.

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
M. Stewart's Personnel file
OMB – Sue Spencer

Resolution

Number 19-0593

Adopted Date May 21, 2019

REHIRE MOLLY MILLER, PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Ms. Miller resigned effective April 30, 2019 to pursue employment elsewhere and has reapplied for employment within the department; and

WHEREAS, the department has requested to rehire Ms. Miller at her previous wage as her position has not been filled since her departure; and

BE IT RESOLVED, to rehire Molly Miller, as Protective Services Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #8, \$18.67 per hour, under the Warren County Job and Family Services compensation plan, effective May 28, 2019.

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
Molly Miller's Personnel file
OMB – Sue Spencer

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

Resolution

Number 19-0594

Adopted Date May 21, 2019

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

WHEREAS, Laney Foster, Protective Services Worker I within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective May 14, 2019; and

NOW THEREFORE BE IT RESOLVED, to approve Laney Foster's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$16.46 per hour effective pay period beginning May 25, 2019.

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0595

Adopted Date May 21, 2019

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

WHEREAS, Brittany Owens, Protective Services Worker I within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective May 21, 2019; and

NOW THEREFORE BE IT RESOLVED, to approve Brittany Owens' completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$16.46 per hour effective pay period beginning May 25, 2019.

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Children Services (file)
B. Owens' Personnel File
OMB – Sue Spencer

Resolution

Number 19-0596

Adopted Date May 21, 2019

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR DANIEL BUNNING WITHIN THE WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT

WHEREAS, Daniel Bunning, Infrastructure Analyst within Warren County Telecommunications, has successfully completed a 365-day probationary period, effective May 14, 2019; and

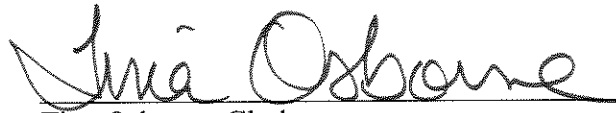
NOW THEREFORE BE IT RESOLVED, to approve Daniel Bunning's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$24.16 per hour effective pay period beginning May 25, 2019.

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Telecommunications (file)
D. Bunning's Personnel File
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0597

Adopted Date May 21, 2019

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR LESLIE SMITH WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

WHEREAS, Leslie Smith, Custodial Worker I within the Warren County Department of Facilities Management, has successfully completed a 365-day probationary period, effective May 21, 2019; and

NOW THEREFORE BE IT RESOLVED, to approve Leslie Smith's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$11.90 per hour effective pay period beginning May 25, 2019.

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Facilities Management (file)
L. Smith's Personnel File
OMB – Sue Spencer

Resolution

Number 19-0598

Adopted Date May 21, 2019

PROMOTE JODI CAMPBELL TO THE POSITION OF ELIGIBILITY REFERRAL SPECIALIST III WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, it is the desire of the board to promote Jodi Campbell from Eligibility Referral Specialist II to Eligibility Referral Specialist III; and

NOW THEREFORE BE IT RESOLVED, to promote Jodi Campbell to Eligibility Referral Specialist III within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, exempt status, Pay Grade #7, \$16.47 per hour, effective pay period beginning pay period beginning June 8, 2019 subject to 180 probationary period.

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
Jodi Campbell's Personnel File
OMB – Sue Spencer

Resolution

Number 19-0599

Adopted Date May 21, 2019

REMOVE PROBATIONARY EMPLOYEE JACOB WATTS, WITHIN FACILITIES MANAGEMENT

WHEREAS, Mr. Watts began employment as a custodian with the Warren County Facilities Management Department on March 18, 2019, and is subject to a 365-day probationary period; and

WHEREAS, Section 3.02 (G) of the Personnel Policy Manual states that a newly hired probationary employee may be terminated at any time during his probationary period; and

WHEREAS, The Director of Facilities Management recommends said employee be terminated for failing to meet the required standards of his position; and

NOW THEREFORE BE IT RESOLVED, to remove Jacob Watts from employment within the Warren County Facilities Management, effective May 16, 2019.

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Facilities Management (file)
J. Watt's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 19-0600

Adopted Date May 21, 2019

AUTHORIZE THE USE OF THE COUNTY'S "EMPLOYEE DISHONESTY AND FAITHFUL PERFORMANCE OF DUTY POLICY" INSTEAD OF INDIVIDUAL SURETY BONDS FOR OFFICERS, EMPLOYEES, AND APPOINTEES WHO ARE OTHERWISE REQUIRED BY LAW TO GIVE BOND BEFORE ENTERING UPON THE DISCHARGE OF DUTIES

WHEREAS, House Bill 291 was signed into law on December 20, 2018 and became effective March 20, 2019; said law authorizes the use of an "employee dishonesty and faithful performance of duty policy" instead of individual surety bonds for officers, employees, and appointees who are otherwise required by law to give bond before entering upon the discharge of duties; and

WHEREAS, in accordance with Ohio Revised Code §3.061, the Board of Commissioners must adopt a policy by resolution to allow use of an employee dishonesty and faithful performance of duty coverage document rather than a surety bond to cover loss by fraudulent or dishonest actions of employees and failure of employees to faithfully perform duties; the following shall apply to the policy:

- (1) An officer, employee, or appointee shall be considered qualified to hold the office or employment, without giving bond, on the date the oath of office is taken, certified, and filed as required by law.
- (2) Officer, employee, or appointee shall be entitled to enter upon the duties of the office or employment when the policy is in effect.
- (3) All officers, employees, or appointees who would otherwise be required to file a bond before commencing the discharge of duties shall be covered by and are subject to the employee dishonesty and faithful performance of duty policy instead of a surety bond requirement.
- (4) The coverage amount for an officer, employee, or appointee under an employee dishonesty and faithful performance of duty policy shall be equal to or greater than the maximum amount of the bond otherwise required by law.
- (5) Elected officials, prior to taking the oath of office and holding office, shall obtain approval of the intent to use the county's CORSA coverage agreement and affirm that the county's coverage complies with ORC §3.061. Said approval shall be obtained by the Board of Commissioners of Warren County Ohio.

WHEREAS, Warren County's "employee dishonesty and faithful performance of duty policy" through the CORSA coverage document complies with ORC §3.061; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Warren County, Ohio hereby authorize the use of the county's "employee dishonesty and faithful performance of duty policy" instead of individual surety bonds for officers, employees, and appointees who are otherwise required by law to give bond before entering upon the discharge of duties.

RESOLUTION #19-0600
MAY 21, 2019
PAGE 2

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR/

cc: CORSA
Adam Balls, World Risk
T Whitaker, OMB
Policy file

Resolution

Number 19-0601

Adopted Date May 21, 2019

AUTHORIZE REIMBURSEMENT TO CAMERON GENERAL CONTRACTORS FOR PRIVATE CONSTRUCTION OF THE FAILING SANITARY SEWER MAIN DOWNSTREAM OF THE DEERFIELD SPRINGS DEVELOPMENT, WARREN COUNTY SEWER DISTRICT

WHEREAS, to repair a failing 10" sanitary sewer main and to accommodate future sewer demands the Water & Sewer Department requested that as part of the construction of the Deerfield Springs Development, Cameron General Contractors repair 138 feet of sewer main downstream of the Deerfield Springs Development to accommodate future sewer demands; and

WHEREAS, in accordance with the General Plan for the Warren County Sewer District, and upon the recommendation of the County Sanitary Engineer, this Board has determined that the sewer main should be repaired with a new 10" sewer main; and

WHEREAS, pursuant to Section 10.03 of the Rules and Regulations of the Water and Sewer Department, this Board may participate in the difference in cost of the additional improvements; and

WHEREAS, based on preliminary construction estimates received by the developer the cost of oversizing has been estimated by the County Sanitary Engineer to be \$40,000; and

NOW THEREFORE BE IT RESOLVED, in accordance with the Rules and Regulations of the Warren County Water and Sewer Department, to authorize the future reimbursement to Cameron General Contractors for the repair of the sewer main downstream of the Deerfield Springs Development.

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)

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

Resolution

Number 19-0602

Adopted Date May 21, 2019

AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN A PURCHASE/
MAINTENANCE AGREEMENT WITH NEOPOST USA, INC.

WHEREAS, it is the desire of the Warren County Water and Sewer Department to replace and purchase a Station Auto Feeder (paper feeder and envelope stuffer) and a corresponding Maintenance Agreement; and

NOW THEREFORE BE IT RESOLVED, that the President of the Board is authorized to sign a Purchase/Maintenance Agreement, as attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Neopost USA, Inc.
Water/Sewer (File)

Resolution

Number 19-0603

Adopted Date May 21, 2019

APPROVE AND AUTHORIZE PRESIDENT OF THE BOARD TO EXECUTE A PROPERTY DAMAGE RELEASE ASSOCIATED WITH DAMAGE TO A FIRE HYDRANT

WHEREAS, on March 25, 2019, an employee of Jordan Carriers Inc. hit a Warren County fire hydrant located on Old State Route 122 causing damage; and

WHEREAS, the Warren County Water and Sewer Department repaired said fire hydrant and issued an invoice to Jordan Carriers for the cost of repair; and

WHEREAS, the invoice has been paid in full and a property damage release has been requested by their insurance carrier Great West Casualty Company; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to execute a property damage release on behalf of the Water and Sewer Department; said release attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Water/Sewer (file)

Resolution

Number 19-0604

Adopted Date May 21, 2019

APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH INLAND WATERS POLLUTION CONTROL, INC. FOR THE WAYNESVILLE COLLECTIONS SYSTEM IMPROVEMENTS, PHASE 1, PURCHASE ORDER NO. 26497

WHEREAS, this Board on November 6, 2018 entered into a Contract with Inland Waters Pollution Control, Inc. for the Waynesville Collection System Improvements, Phase 1 Project; and

WHEREAS, the Warren County Water and Sewer Department has requested certain items be non-performed and added several items due to unforeseen site conditions; and

WHEREAS, a Change Order and Purchase Order Increase are necessary in order to accommodate said change; and

NOW THEREFORE IT BE RESOLVED:

1. Approve Change Order No. 1 to the Contract with Inland Waters Pollution Control, Inc. decreasing Purchase Order No. 26497 by \$11,287.25 and creating a new Contract and Purchase Order price in the amount of \$ 338,347.75.
2. By said Change Order, attached hereto and made part thereof, all costs and work associated with the change shall be added to the Contract.
3. That this Board is hereby execute and sign Change Order No.1 of the Contract with Inland Waters Pollution Control, Inc.. for the Wayensville Collections System Improvements Project, Phase 1.

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
c/a—Inland Waters Polution Control, Inc.

Water/Sewer (file)
Project File



Warren County
Water & Sewer Dept.

406 Justice Drive
Lebanon, Ohio 45036
Phone: (513) 695-1377
FAX (513) 695-2995

CHANGE ORDER

DATE: April 23, 2019

Change Order Number 1

Project Name: Waynesville Collections System Improvements, Phase 1

QTY	UNIT	DESCRIPTION	UNIT PRICE	ADDITIONS	DELETIONS
1,580	LF	8" Cured-in-Place Pipe, Thickness per ASTM F1216, Including Reinstatement of Laterals	\$23.50		\$37,130
728	LF	8" Cured-in-Place Pipe, Thickness per ASTM F1216, Including Reinstatement of Laterals	\$23.50	\$17,108	
728	LF	Sewer Cleaning	\$4.00	\$2,912	
728	LF	CCTV Video Inspection	\$2.50	\$1,820	
108	VF	Urethane/Epoxy Composite Manhole Rehabilitation	\$305.00		\$32,940
107	VF	Mortar/Epoxy Manhole Rehabilitation	\$305.00		\$32,635
60	VF	Reinforced Epoxy Structural Manhole Rehabilitation	\$470.00		\$28,200
313.5	VF	Cementitious MH Lining	\$206.50	\$64,737.75	
14	EA	Replace and Raise MH Castings	\$2,360.00	\$33,040	

Sums of the ADDITIONS and DELETIONS

\$119,617.75

\$130,905.00

TOTALS FOR THIS CHANGE ORDER

\$11,287.25

Purpose of the Change Order: Non-Perform Certain Items, Site Conditions

Attachments:

IPR Email

Original contract price \$349,635.00 .

Current contract price adjusted by previous change orders \$ 349,635.00

The Contract price due to this change order will be ~~increased~~/decreased.

The New contract price including this change order will be \$338,347.75.

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED

[Signature] 4/28/19
Contractor's Signature Date

Recommended By:

[Signature] 5/13/19
Warren Sanitary Engineer Date
COUNTY DEPUTY

[Signature]
Warren County Commissioner Date

[Signature]
Warren County Commissioner Date
[Signature]
Warren County Commissioner Date

Resolution

Number 19-0605

Adopted Date May 21, 2019

ENTER INTO CONTRACT WITH RUMPKE OF OHIO, INC. FOR THE HAULING AND DISPOSAL OF BIOSOLIDS LOWER LITTLE MIAMI WASTEWATER TREATMENT PLANT REHABILITATION PROJECT

WHEREAS, pursuant to Res. 19-0322, adopted March 12, 2019, this Board approved a Notice of Intent to Award Bid for the Hauling And Disposal Of Biosolids Lower Little Miami Wastewater Treatment Plant Rehabilitation Project to Rumpke, for a total bid price of \$362,250.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Rumpke of Ohio, Inc., for a total contract price of \$362,250.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: c/a—Rumpke of Ohio, Inc.
Water/Sewer (file)
OMB Bid file

SECTION 00400 - CONTRACT

THIS AGREEMENT, made this 21 day of May, 2019, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **Rumpke of Ohio, Inc., 3990 Generation Drive, Cincinnati, Ohio**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

HAULING AND DISPOSAL OF BIOSOLIDS AT THE LOWER LITTLE MIAMI WASTEWATER TREATMENT PLANT PROJECT

hereinafter called the project, for the sum of **\$362,250.00**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said services in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

ADDENDUMS

VOLUME I

SECTION 00040 - INVITATION TO BIDDERS

SECTION 00100 - BID PROPOSAL

SECTION 00120 - EXCEPTION SHEET

SECTION 00130 - BIDDER IDENTIFICATION

SECTION 00200 - GENERAL INSTRUCTIONS TO BIDDERS

SECTION 00220 - NONCOLLUSION AFFIDAVIT

SECTION 00240 - BONDING AND INSURANCE REQUIREMENTS

SECTION 00260 - BID GUARANTY AND CONTRACT BOND

SECTION 00280 - PERFORMANCE BOND

SECTION 00300 - EXPERIENCE STATEMENT

SECTION 00320 - AFFIDAVIT OF NON-DELINQUENCY OF REAL AND/OR PERSONAL
PROPERTY TAX

SECTION 00340 - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS, BID
CONDITIONS, NON-DISCRIMINATION, AND EQUAL EMPLOYMENT
OPPORTUNITY AFFIDAVIT

SECTION 00360 - FINDINGS FOR RECOVERY AFFIDAVIT

SECTION 00400 - CONTRACT

SECTION 00730 - TECHNICAL SPECIFICATIONS

The CONTRACTOR and OWNER hereby agree that the term of this agreement shall be for a period of one year commencing on the contract execution date. The contract may be amended

The CONTRACTOR and OWNER hereby agree that the term of this agreement shall be for a period of one year commencing on the contract execution date. The contract may be amended allowing for up to two additional years. The contract price for each additional year shall be negotiated and agreed to by both parties prior to the expiration date of the current term.

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

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

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

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

The OWNER agrees to pay the CONTRACTOR within thirty (30) days after the receipt of an invoice.

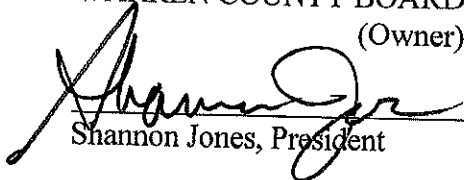
This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties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

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

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

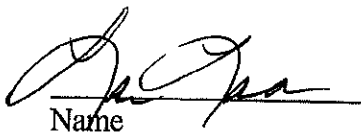
WARREN COUNTY BOARD OF COMMISSIONERS

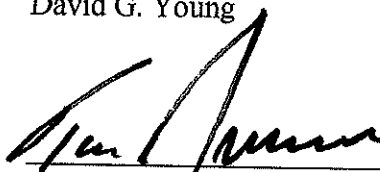
(Owner)


Shannon Jones, President

ATTEST:

David G. Young


Name


Tom Grossmann

(Seal)

ATTEST:


Joyce Woods

RUMPKE OF OHIO, INC.


(Contractor)

By: 
Name William J. Rumpke, Jr.

President

Title

Approved as to Form:


Assistant Prosecutor

Resolution

Number 19-0606

Adopted Date May 21, 2019

AMEND THE PROVIDER OF CAREER SERVICES AGREEMENT WITH BUTLER COUNTY COMMISSIONERS AS LEAD AGENCY AS THE WIOA PROVIDER OF CAREER SERVICES FOR THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, Resolution Number 17-1663 approved and entered into a Service Agreement with the Butler County Commissioners beginning October 24, 2017 as the lead agency for OhioMeansJobs Butler, Clermont Warren for the Workforce Innovation and Opportunity Act (WIOA) Provider of Career Services for the Area 12 Workforce Development Board (WIBBCW); and

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners approve Amendment 1 of the WIOA Provider of Career Services; copy of agreement attached hereto and made a part hereof

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

nc/

cc: c/a – Butler County Commissioners
Area 12 WIB (file)

Amendment #1:

Workforce Investment Board | Butler • Clermont • Warren
WIOA Provider of Operator Services Contract

The approved and entered into service agreement with the Butler County Commissioners beginning October 24, 2017 and ending June 30, 2018 as the lead agency for OhioMeansJobs Butler, Clermont Warren for the Workforce Innovation and Opportunity Act (WIOA) Provider of Operator Services for the Area 12 Workforce Development Board (WIBBCW) through the Board of Warren County Commissioners who has been designated as the Administrative Entity and Fiscal Agent, is hereby modified by the Amendment #1.

All parties agree to the modified/amended as follows:

1. TERM / CONTRACT AMOUNT/BUDGET

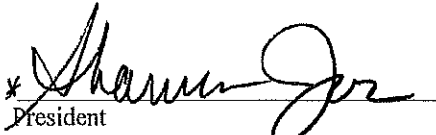
The Contract shall be extended from to remain in effect until **June 30, 2019** inclusive, unless otherwise terminated by a formal amendment. The maximum amount payable for this Contract shall not exceed **\$80,301.18**.

2. SCOPE OF SERVICE

The Provider agrees to completing the PY18/FY19 Deliverables in Attachment A.

Except as modified and changed by the Amendment Number 1, the WIOA Operator Services Contract Agreement beginning October 24, 2017 by and between the Board of Warren County Commissioners on behalf of the WIBBCW and the Butler County Commissioners, shall remain as written in full force and effect.

In witness, whereof, the parties hereunto set for their hands on the attached signature pages therefore.



President
Board of Warren County Commissioners

5/21/19

Date

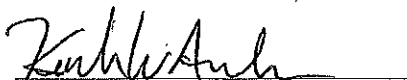


President
Board of Butler County Commissioners

Date

Approved as to Form:


PROSECUTING ATTORNEY
WARREN COUNTY, OHIO



By: Keith Anderson, Asst. Prosecutor

Approved as to Form:

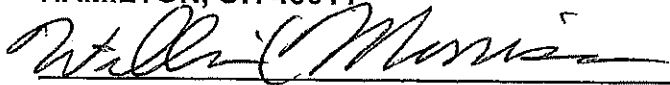
PROSECUTING ATTORNEY
BUTLER COUNTY, OHIO



By:

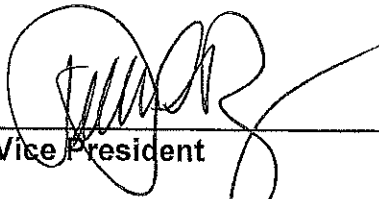
In witness whereof, the parties acknowledged below have executed this Contract as of the day and year January 24, 2019.

BUTLER COUNTY DEPT of JOB AND FAMILY SERVICES
315 HIGH ST, 9TH FLOOR
HAMILTON, OH 45011



William Morrison, Executive Director

BUTLER COUNTY BOARD OF COMMISSIONERS:



Vice President



Member

Resolution

Number 19-0607

Adopted Date May 21, 2019

AMEND THE PROVIDER OF OPERATOR SERVICES AGREEMENT WITH BUTLER COUNTY COMMISSIONERS AS LEAD AGENCY AS THE WIOA PROVIDER OF OPERATOR SERVICES FOR THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, Resolution Number 17-1663 approved and entered into a Service Agreement with the Butler County Commissioners beginning October 24, 2017 as the lead agency for OhioMeansJobs Butler, Clermont Warren for the Workforce Innovation and Opportunity Act (WIOA) Provider of Operator Services for the Area 12 Workforce Development Board (WIBBCW); and

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners approve Amendment 1 of the WIOA Provider of Operator Services, as attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

nc/

cc: c/a – Butler County Commissioners
Area 12 WIB (file)

Amendment #1:

Workforce Investment Board | Butler ▪ Clermont ▪ Warren
WIOA Provider of Career Services Contract

The approved and entered into service agreement with the Butler County Commissioners beginning October 24, 2017 and ending June 30, 2018 as the lead agency for OhioMeansJobs Butler, Clermont Warren for the Workforce Innovation and Opportunity Act (WIOA) Provider of Career Services for the Area 12 Workforce Development Board (WIBBCW) through the Board of Warren County Commissioners who has been designated as the Administrative Entity and Fiscal Agent, is hereby modified by the Amendment #1.

All parties agree to the modified/amended as follows:

1. TERM / CONTRACT AMOUNT/BUDGET

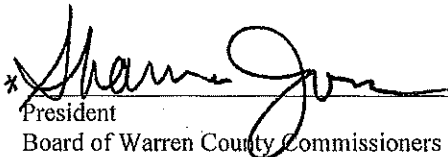
The Contract shall be extended from July 1, 2018 to remain in effect until **June 30, 2019** inclusive, unless otherwise terminated by a formal amendment. The maximum amount payable for this Contract shall not exceed **\$2,780,830.54**

2. SCOPE OF SERVICE

The Provider agrees to completing the PY18/FY19 Deliverables in Attachment A.

Except as modified and changed by the Amendment Number 1, the WIOA Career Services Contract Agreement beginning October 24, 2017 by and between the Board of Warren County Commissioners on behalf of the WIBBCW and the Butler County Commissioners, shall remain as written in full force and effect.

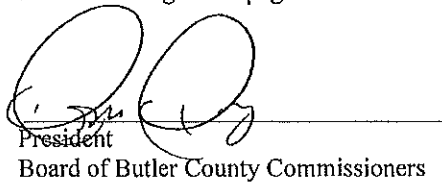
In witness, whereof, the parties hereunto set for their hands on the attached signature pages therefore.



President
Board of Warren County Commissioners

5/21/19

Date




President
Board of Butler County Commissioners

Date

Approved as to Form:

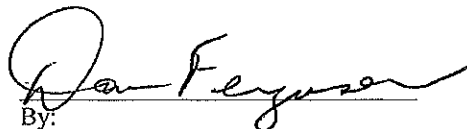
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO



By: Keith Anderson, Asst. Prosecutor

Approved as to Form:

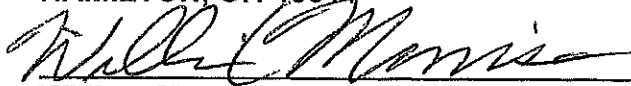
PROSECUTING ATTORNEY
BUTLER COUNTY, OHIO



By:

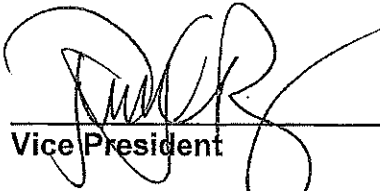
In witness whereof, the parties acknowledged below have executed this Contract as of the day and year January 24, 2019.

BUTLER COUNTY DEPT of JOB AND FAMILY SERVICES
315 HIGH ST, 9TH FLOOR
HAMILTON, OH 45011



William Morrison, Executive Director

BUTLER COUNTY BOARD OF COMMISSIONERS:



Vice President



Member

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0608

Adopted Date May 21, 2019

APPROVE AGREEMENT WITH MCLANDRICH CONSULTING FOR THE DEVELOPMENT OF AN OUTREACH AND MARKETING PLAN, ON BEHALF OF THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, the Area 12 Workforce Development Board requests that the Warren County Board of Commissioners enter into an agreement McLandrich Consulting located at 415 Worthington Avenue, Cincinnati, Ohio 45215; and

NOW THEREFORE, BE IT RESOLVED that the Board of Warren County Commissioners does hereby approve and shall execute an agreement with the Provider in order to secure the aforesaid services for the amount not to exceed \$5,760.00, as attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – McLandrich Consulting
WIB (file)

AGREEMENT FOR PROFESSIONAL SERVICES

This Subgrant Agreement (Agreement) is entered into, by and between the **Board of Commissioners of Warren County, Ohio** (hereinafter referred to as "County"), on behalf of the **Workforce Investment Board Butler | Clermont | Warren** located at **406 Justice Drive, Lebanon, Ohio 45036**, (hereinafter referred to as "WIBBCW") for the completion of an Outreach and Marketing plan with **McLandrich Consulting** located at: **415 Worthington Avenue Cincinnati, OH 45215**, (hereinafter referred to as "the Contractor").

In consideration of promises herein below delineated, the parties do hereby agree as follows:

1. The County, on behalf of WIBBCW, retains the Contractor for the amount, not to exceed \$5,760.00, to collaborate with the WIBBCW to develop and implement the Outreach and Marketing Plan;
2. To help ensure the WIBBCW's outreach and marketing efforts are effective, the Contractor will use Attachment A, the WIBBCW Outreach & Marketing Plan Outline, as background and guidance.
3. The completed plan will:
 - Have clearly defined, quantifiable and date-bound objectives.
 - List fundamental, actionable strategies that support the attainment of each objective.
 - Specify tactics designating one individual or entity, with a budget and a deadline to execute each tactic (the work of the plan).
 - Help ensure the WIBBCW communicates effectively with its several target audiences, including: Southwest Ohio businesses and employers, work-eligible and potentially work-eligible residents of Southwest Ohio (the workforce/labor force), elected officials, economic development, education and training providers, and community-based leaders, and the public-at large.
4. Further, the completed plan will help enable the WIBBCW to work toward the realization of the following goals and objectives:
 - Communicate the plan to the Board Members and any other relevant stakeholders;
 - Establish the WIBBCW as the area primary Resource for Workforce Development Solutions;
 - Continually develop and sustain relationships with area employers;
 - Raise awareness and visibility of the programs and services strategies;
 - Develop general knowledge of WIOA, WIBBCW, the OMJ|BCW (OhioMeansJobs Centers of Butler|Clermont|Warren) and the WIBBCW|OMJ network of resources and providers;
 - Maintain consistent messaging about purpose of the WIBBCW's workforce development system to all target audiences;
 - Establish a virtual presence, including website and social media outlets;
 - Develop relationships with and conduct needs assessment of businesses in the

- WIBBCW's priority industry sectors;
 - Utilize *OhioMeansJobs.com* and the state's Case Management software to track and disseminate information on employers and employment opportunities;
 - Host and/or co-Host business-focused events
 - Define marketing and outreach staffing needs, roles, and responsibilities;
 - Create a sustainable marketing and outreach workplan;
 - Establish an annual marketing and outreach budget;
5. The Consultant will create four Requests for Proposals (RFPs), one to procure a website provider, a second RFP to determine a vendor to create two brochures, then the third and fourth Request for Qualifications (RFQs) to qualify vendors to complete projects not-yet-determined.
 6. Additionally, the fee includes on-going work by the Consultant to provide guidance concerning execution of the plan and adjustments to the plan.
 7. The completed plan will be completed and delivered by Monday, June 3, 2019.
 8. The Contractor represents that it has sufficient training, expertise, and experience to provide aforesaid services.
 9. The Contractor agrees to provide bi-weekly status reports, with any comment, challenges or unaddressed questions to the WIBBCW Executive Director, Ad-Hoc Outreach & Marketing Committee, Executive Committee and/or Full Board, as instructed by the WIBBCW Board Chair and/or Executive Director.
 10. The Contractor will agree to cooperate fully in any monitoring and program audits relevant to the project, as they occur. A copy of the audit report in accordance with the uniform guidelines, if applicable, will be provided within 30 days of release. The Contractor agrees to resolve any findings that may result in the report.
 11. The Contractor will safeguard potentially obtained confidential information obtained the process.
 12. Any modifications to this contract must be in writing and executed by the parties prior to such change actually being effective. There will be no reimbursement for work outside the scope of this contract, or fees and expenses beyond the stated limit in paragraph 3 unless there is an approved written change order.
 13. The Contractor agrees to hold harmless the County and all its officials, employees and agents as well as the WIBBCW, its officials, employees and agents from any liability arising out of any acts or conduct, whether intentional or negligent, of the Contractor, its officers, employees and agents which may give rise to liability.
 14. The Contractor further agrees that, when using equipment, software or items provided by the County and WIBBCW, the Contractor will operate said equipment or property in a safe and

proper manner; that when entering the property or premises owned by the County or using the County's equipment, it will further hold the County harmless from any injury, liabilities or damages which arise out of the use or misuse of said equipment or which occur while upon said property. The Contractor further agrees to be responsible all conduct and will indemnify and hold the County harmless therefrom. Further the Contractor acknowledges that it is an independent Contractor, is not an employee of the County and will be responsible accordingly.

15. The Contractor agrees to comply with all WIBBCW policies, federal, state and local laws, statutes, regulations, ordinances and resolutions during the execution of the agreement.
16. As a part of the consideration of this contract, the Contractor represents that it has no outstanding tax liens of any type, real or personal, in the names of the company and /or its officers or partners. Further, the Contractor has made no contributions to County Elected Officials in violation of Chapter 35, Ohio Revised Code.
17. When appropriate, the County reserves the right to require of the Contractor, sub-contractor or other persons involved in the provision of the services under this agreement, appropriate affidavits in accordance with Title 1311 of the Ohio Revised Code and the parties acknowledge that if any Contractor, sub-contractor, laborer or material man remains unpaid that the County may, in lieu of payment directly to the Contractor, sub-contractor, laborer, material man in accordance with the money owed, any balance then being paid directly to the company.
18. If the Contractor fails to perform to the satisfaction of the County and WIBBCW, the County may give, or cause to be given, notices in writing to such Contractor whereupon the Contractor shall have thirty (30) days to remedy said performance. If after thirty (30) days following such notice, the Contractor has failed to remedy the performance to the County and or WIBBCW satisfaction, all rights of the Contractor under this agreement shall thereupon terminate, and services and expenses rendered by the Contractor shall be paid through the date of termination of the agreement. The parties further agree, that should the Contractor for any reason breach this agreement by failing to complete it, that the Contractor will be paid for services rendered to date less any costs or damages incurred by the Contractor, including re-awarding of the contract or necessary duplication of original work. Compensation shall not exceed the maximum amount of this agreement. All work shall be turned over to the WIBBCW in the event of termination of this agreement.
19. This agreement shall be construed in accordance with the laws of the State of Ohio and any action on the contract shall be venued in Warren County, Ohio. In the event that any court of competent jurisdiction should determine that any provision of this agreement is unenforceable or in any manner illegal, then such provision shall be deemed null and void and this contract shall be interpreted as if such provision had never been included and the exclusion of any such provision shall not be deemed a revocation or nullification of the agreement in its entirety.
20. This Contract for Professional Services shall be effective upon date of signature by all parties as indicated on the signature page through June 30, 2019, allowing time for comment or amendments to the submitted Plan.
21. Any waiver by the County of a breach of this contract shall not be construed as a waiver of any

subsequent breach.

22. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity of the remaining terms and conditions.

IN WITNESS WHEREOF, the parties have executed this agreement on the 21st day of May, 2019

WARREN COUNTY BOARD OF COMMISSIONERS

Shannon Jee
President

Vice President

[Signature]
Commissioners

CONTRACTOR:

Andrew B Mc Landrock
Signature

Principal
Title

05-01-2019
Date

APPROVED AS TO FORM:

Keith Anderson
Keith Anderson, Assistant Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0609

Adopted Date May 21, 2019

ENTER INTO AGREEMENT WITH CINCINNATI BELL TELEPHONE COMPANY, LLC FOR ETHERNET SERVICE AT THE DRUG TASK FORCE ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

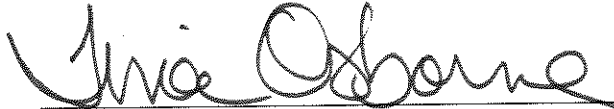
BE IT RESOLVED, to authorize the President of the Board to enter into an agreement with Cincinnati Bell Telephone Company, LLC to provide Ethernet Service to the Drug Task Force from Warren County Telecom on behalf of Warren County Telecommunications, copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Cincinnati Bell Telephone Company, LLC
Telecom (file)

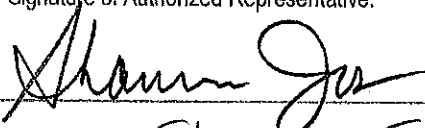
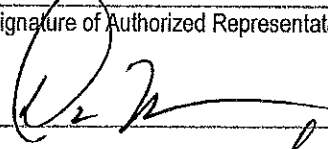
SERVICES AGREEMENT

Agreement Number: 02450735


Customer Warren County Telecommunications			Service Provider Cincinnati Bell Telephone Company LLC ("Cincinnati Bell")		
Address 500 Justice Drive			Address 221 East Fourth Street P.O. Box 2301		
City Lebanon	State OH	Zip Code 45036	City Cincinnati	State OH	Zip Code 45201
<p>THIS CINCINNATI BELL SERVICES AGREEMENT IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AND APPLICABLE SERVICES SUPPLEMENTS ATTACHED HERETO (COLLECTIVELY "TERMS AND CONDITIONS"). CINCINNATI BELL'S STANDARD TERMS AND CONDITIONS AND SUPPLEMENTS ARE AVAILABLE AT WWW.CINCINNATIBELL.COM/BUSINESS/LEGAL. BY EXECUTING THIS CINCINNATI BELL SERVICES AGREEMENT WHERE INDICATED BELOW, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ, UNDERSTANDS, ACCEPTS AND AGREES TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS. CUSTOMER'S SIGNATURE ACKNOWLEDGES AUTHORIZATION FOR CINCINNATI BELL TO REQUEST CREDIT INFORMATION FROM ANY CREDIT REPORTING AGENCY OR SOURCE.</p>					
<p>NOTES:</p> <ul style="list-style-type: none"> - The term "Cincinnati Bell" shall be deemed to mean the Service Provider on behalf of itself and its' affiliates. - The Agreement shall become effective on the latter of the provisioning or activation date ("Effective Date"). - In addition to the Services Agreement charges, Customers will incur all regulated charges mandated by the Regulatory Commissions with jurisdiction over Cincinnati Bell. ADSL, Dedicated FUSE Internet Access, Evantage and EmERGE services are not subject to Regulatory Commission jurisdiction. - All prices and rates are exclusive of any surcharges and taxes. - Installation/One-time charge does not cover premise technician work outside of the hours of 8 a.m. to 5 p.m. - The service products, prices and terms identified on this Services Agreement constitutes Cincinnati Bell's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate above, Cincinnati Bell reserves the right to rescind this offer at any time, at its' sole discretion. - Facsimile signatures to this Services Agreement and any additional documents incorporated herein shall be deemed to be binding upon the parties. 					
<p>Construction Costs. CBB is offering these Services at the stated pricing subject to availability, and to the condition that CBB's costs to deliver the Services to Customer be reasonable. If CBB in its sole discretion determines that its construction costs to build the facilities to deliver the Services is excessive, then CBB and Customer agree to enter good faith renegotiation of this Services Agreement as follows: (1) CBB will within 10 business days of the last signature below return to Customer with an exact quote of the construction costs, at which time (2) CBB and Customer will have five (5) business days to renegotiate to mutual agreement.</p>					

WARREN COUNTY TELECOMMUNICATIONS

CINCINNATI BELL

Signature of Authorized Representative:  Printed Name: <u>Shannen Jones</u> Title: <u>President</u> Date: <u>5/21/19</u>	Signature of Authorized Representative:  Printed Name: <u>Dan Mazza</u> Title: <u>Director of Sales</u> Date: <u>5-7-19</u>
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APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

SERVICE PRICING

ID	Service	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
1	Warren County Telecommunications					
1.1	Product: Metro Ethernet Order Type: Acquisition - New Contract Term:24 months					
1.1.1	CB Ethernet Services 100 Mbps Initial	1	\$350	\$0	\$350.00	\$0.00
1.1.2	CB Ethernet Services PVC/VLAN	1	\$0	\$0	\$0.00	\$0.00
1.1.3	CB Ethernet Services Non-Regulated Fiber	1	\$0	\$0	\$0.00	\$0.00

Total Monthly Recurring Charge	\$350.00
Total One-Time Charge	\$0.00

Customer Initials	Date

ETHERNET- TERMS AND CONDITIONS SUPPLEMENT

1. TERM.

1.1. After expiration of the Initial term as stated on the Services Agreement, this Agreement shall automatically renew shall automatically renew at the current contract rate for twelve (12) month periods (the "Renewal Term"). Either Party may terminate the service, during the Renewal Term, without termination penalty upon thirty (30) days advance written notice to the other Party.

2. DEFINITIONS.

2.1. Ethernet. The engineering, installation, maintenance and repair services provided by Cincinnati Bell to Customer necessary to interconnect multiple LANs to form a MAN for data transmission.

2.2. Customer's location. A location specified by the Customer for the purposes of terminating network such as the Customer's premises or the building where the off-premises extension terminates.

2.3. Demarcation Point. The point of physical separation of Cincinnati Bell's network, and associated responsibilities, from Customer's network and associated responsibilities. The location of the Demarcation Point shall be the physical interface for Ethernet service presented by Cincinnati Bell to Customer.

2.4. Local Area Network (LAN). A network connecting computers and other peripheral equipment for data communications over a limited geographical area, usually within a single building or among a few buildings.

2.5. Metropolitan Area Network (MAN). A network connecting computers and other peripheral equipment for data communications over a larger geographical area than a LAN, usually within a city or region.

2.6. Permanent Virtual Circuits (PVC). A static logical connection used in packet and cell switched networks between two end points. Permanent Virtual Circuits support long-term ongoing connections between data termination equipment. Permanent logical paths are assigned exclusively to each permanent circuit in the network.

2.7. Quality of Service (QoS). Defined as a way to prioritize service for applications that are sensitive to latencies or delays. It is the primary form of intelligent bandwidth management that allows service levels to be specified for different traffic types.

2.8. Unprotected Ethernet. The standard Ethernet service.

2.9. Virtual LAN (VLAN). A static logical connection used in packet networks for point-to-point, point-to-multipoint, and multipoint-to-multipoint. Virtual LANs support long-term ongoing connections between data termination equipment. Permanent logical paths are assigned exclusively to each VLAN in the network, and are enforced by using VLAN Tagging.

2.10. VLAN Tagging (802.1q). A way to label different traffic types so they may be differentiated from each other. It is another form of intelligent bandwidth management that can allow service levels for different traffic types.

3. SERVICES AND RATES.

3.1. Ethernet service will be provided as specified on the attached Pricing Agreement.

3.2. Customer may move the location of its Ethernet service to a location where sufficient central office capacity and outside plant facilities are available and retain the current contract term and monthly rates, but initial nonrecurring charges will be reapplied. The termination charges outlined in this Supplement are applicable if Customer terminates this Agreement because of a move to a location where sufficient central office capacity or outside plant facilities are not available.

3.3. Customer will be responsible for all taxes, assessments or other charges (excluding taxes based on Cincinnati Bell's net income) imposed upon or relating to the provision or use of the products and services provided hereunder.

3.4. Customer may add additional ports to its Ethernet service at the rates in effect at the time of such addition, provided Cincinnati Bell has sufficient existing equipment capacity and outside plant facilities to support such addition. If sufficient equipment capacity or outside plant facilities are not available, Customer will be responsible for any special construction or other charges required adding such additional port(s) to its Ethernet service.

3.5. Any other regulated services not listed herein which are provided by Cincinnati Bell to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff. Cincinnati Bell shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Ethernet service.

4. PROVISIONING.

4.1. Cincinnati Bell will provide Ethernet service for one or more of the following types of LANs, as specified by Customer on the attached Services Agreement: Ethernet LANs operating at a variety of speeds. Permanent Virtual Circuits (PVC) and/or VLANs, facilities redundancy, and other "optional" features relating to Ethernet are also available to Customer at rates, terms and conditions to be agreed upon.

4.2. Cincinnati Bell will provision Ethernet service in proper working order on Cincinnati Bell's side of the Demarcation Point by the agreed upon installation date. Customer will provide appropriate environmental conditions for Cincinnati Bell's customer premise equipment, which shall include, but not be limited to the following: 110/125 volt AC; 15 or 20 amp non switched circuit on UPS, if possible; Standard 110 3 – prong grounded outlet. Temperature between 40 and 100 degrees F. Humidity between 5% and 90% non-condensing. Security Access to this space that houses the Ethernet Service equipment must be restricted to authorized personnel only

4.3. Ethernet will be available twenty-four (24) hours per day, seven (7) days per week, except as required to update, enhance, maintain and/or repair Ethernet. Cincinnati Bell reserves the right to perform these tasks, as needed, during the off-peak hours, normally on Sundays from 12:00 a.m. to 6:00 a.m. Cincinnati Bell will attempt to notify the Customer in advance according to the attached Ethernet Service Agreement.

4.4. If a major outage to Cincinnati Bell's network occurs, including Ethernet, Cincinnati Bell will use reasonable efforts to restore Ethernet service as soon as reasonably possible, subject to any federal or state laws or regulations that may specify priority for restoration of telephone service, including without limitation, the National Security Emergency Preparedness Telecommunications Service Priority System.

4.5. Cincinnati Bell will furnish Customer with a telephone number, which Customer will use to report any trouble with Ethernet.

4.6. Unless otherwise agreed in writing, Cincinnati Bell will provide Ethernet service for data transmission only.

4.7. The electrical signals of Ethernet operate in compliance with the following American National Standard Institute ("ANSI") or IEEE standards for Ethernet LANs operating at a Native Mode of 384 Kbps, 768 Kbps, 1.544 Mbps, 3 Mbps, 4.5 Mbps, 6 Mbps, 10 Mbps, IEEE Standard 802.3 or 100 Mbps and 1000 Mbps (a.k.a., GigE or 1 Gigabit), IEEE Standard 802.3u (Carrier Sense Multiple Access with Collision Detection (CSMA/CD) Access Method and Physical Layer Specifications).

4.8. Ethernet supports the following interfaces: (i) RJ45 10 base T and 100 base T connections, for Ethernet LANs operating at a variety of speeds, and (ii) SX or LX Gigabit Interface Connectors for Ethernet LANs operating at a Native Mode of 1000 Mbps (a.k.a., GigE or 1 Gigabit). The standard equipment setting for a 1.5Mbps to 10Mbps circuit is 10Mbps full duplex setting. Circuit speed greater than 10Mbps, but, less than 100Mbps will be hard-coded 100Mbps full duplex setting. Gig-E speed is set at auto-negotiate.

4.9. An initial port is required in order to provide Ethernet to a Customer's location. Additional ports are only available to a Customer's location with at least one initial port.

4.10. Additional port discounts do not apply to different Customers at the same location.

4.11. The Customer must subscribe to the initial port in order to subscribe to an additional port. If the initial port is terminated at a Customer's location, then all Ethernet service will be terminated at that location unless Customer wants to re-specify one of the additional ports as the initial port with the appropriate rates applied. An additional port can be terminated without terminating the initial port to a Customer's location.

4.12. If the Customer subsequently orders an additional port and the contract period for the initial port has not expired, then the following applies: a) the contract period selected for an additional port must be equal or shorter than the remaining contract for the initial port or b) the contract period for the initial port will be extended to be coterminous with the contract period selected for the additional ports.

5. REPAIR – RESPONSE TIME.

5.1. Cincinnati Bell will use its best efforts to repair any inoperable Ethernet port within four (4) hours after a reactive or proactive trouble ticket is opened with Cincinnati Bell that such port is inoperable. If such port remains inoperable for more than eight (8) hours after a trouble ticket has been opened, Cincinnati Bell will credit Customer's account for an amount equal to one-thirtieth (1/30) of the applicable monthly charge for such port. The same credit will apply for each additional eight (8) hour period that the port remains inoperable. The total amount of all credits for any one (1) inoperable port will not exceed the monthly port charge for such inoperable port. The credit referred to herein shall be Cincinnati Bell's entire liability and Customer's exclusive remedy for any damages resulting from such inoperable port.

5.2. Performance Standards of the Ethernet Network are as follows: Mean time to respond at the port level: 30 minutes and Mean time to repair at the port level: 2 hours. Response Time shall mean that Cincinnati Bell is aware of the problem, and a ticket is opened either reactively or proactively and Cincinnati Bell is beginning to take action to resolve the issue.

6. MAINTENANCE.

6.1. When a Customer reports a trouble to Cincinnati Bell and the problem is not found in the Cincinnati Bell's facilities, the Customer is responsible for a payment of Maintenance of Service charge for the period of time from when the technician is dispatched to when the work is completed. The Maintenance of Service charges is as follows: (a) \$ 31.50 for the first fifteen (15) minutes or fraction thereof and (b) \$ 9.00 for each additional fifteen (15) minutes or fraction thereof.

6.2. If Cincinnati Bell personnel initially fail to find trouble in Cincinnati Bell facilities, but later discover that the trouble was indeed facilities related, then Maintenance of Service charges will not apply.

6.3. Cincinnati Bell can continue to test/diagnose the problem on the Customer's premise at the rate of \$175.00 per hour, billable in half-hour increments, with a two-hour minimum.

6.4. Cincinnati Bell can also be contracted to engineer and optimize the Customer's network by working on the Customer's premise. The rate for this enhanced service is \$250.00 per hour, billable in half-hour increments, with a two (2) hour minimum. This service would typically be independent of a troubleshooting dispatch, or in conjunction with a major problem/initiative, and would be initiated by the Customer.

7. CANCELLATION, DELAY OR MODIFICATION OF SERVICE ORDERS

7.1. Cancellation of Service Order. If Customer cancels a Service Order before Cincinnati Bell has completed installation of the Ethernet service, Customer must reimburse Cincinnati Bell for its costs. If Customer cancels a Service Order after the Ethernet service has been installed, the termination liability set forth in Section 11 below will apply. All requests by Customer to cancel a pending Service Order are effective only if provided in writing.

7.2. Requests to Delay Installation. Customer may request to delay installation for up to thirty (30) days following the original Firm Order Commitment ("FOC") due date for no charge if such request is provided in writing to Cincinnati Bell within two (2) business days of receiving the FOC due date. If Customer submits its request to delay installation after the two (2) business days after receipt of the FOC, then Cincinnati Bell will bill \$100.00 for any request to change the FOC due date. However, if the customer requests a change of due date within five (5) business days prior to the communicated FOC due date, Cincinnati Bell will charge \$300.00 for the FOC due date change.

7.3. Failure to Notify of Installation Delay. If the Customer fails to notify Cincinnati Bell of an installation delay pursuant to Section 7.2 above, Cincinnati Bell will bill for the Monthly Recurring Charge for such Ethernet service from the original FOC due date to the actual date of installation. Customer will be required to notify Cincinnati Bell in writing to reschedule an installation date.

7.4. Modification of Service Orders. If Customer requests modifications to pending Service Orders, Customer must reimburse Cincinnati Bell for its actual costs incurred in reengineering and modifying the Ethernet service, including any third-party charges assessed against Cincinnati Bell as a result of such modification.

8. TESTING.

8.1. Cincinnati Bell will notify Customer when the Ethernet service has been successfully installed, on a circuit-by-circuit basis, and is available for Customer's use ("Service Date"). Unless Customer notifies Cincinnati Bell by the close of the second business day following the Service Date that the Service is not operational, the Service Term will commence on the Service Date. Customer also has thirty (30) days following the Service Date to conduct additional testing of the Ethernet services. If such testing indicates that the Ethernet service is not operating properly, and Customer notifies Cincinnati Bell and reasonably identifies the problem, Cincinnati Bell will work with Customer to remedy the problem. If Cincinnati Bell reasonably determines that the problem is due to Cincinnati Bell's Network or Cincinnati Bell Equipment or third-party telecommunications facilities arranged by Cincinnati Bell on Cincinnati Bell's side of the demarcation point, then Customer will be credited for the MRCs associated with the Ethernet service from the Service Date through the date that the Ethernet service is made operational. If Cincinnati Bell reasonably determines that the problem is not being caused by Cincinnati Bell's Network, Cincinnati Bell Equipment, or third-party telecommunications facilities arranged by Cincinnati Bell on Cincinnati Bell's side of the demarcation point, the Service Date will remain unchanged. Cincinnati Bell is not responsible for testing failures resulting from problems with Customer's equipment.

9. BILLING AND PAYMENT.

9.1. Unless Customer notifies Cincinnati Bell otherwise, charges for Ethernet services will commence on the Service Date as defined in Section 8 above. The Service Date will not be delayed due to Customer's failure to be ready for delivery of the Ethernet service on the agreed upon installation date.

10. TITLE TO EQUIPMENT AND FACILITIES.

10.1. All equipment and facilities used by Cincinnati Bell in providing Dedicated FUSE Internet Access service hereunder will remain the sole property of Cincinnati Bell, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the Parties with respect to specific equipment.

10.2. Upon disconnection of Ethernet service, Customer agrees to allow Cincinnati Bell reasonable access to its facility in order to recover Cincinnati Bell-owned, customer edge equipment within thirty (30) days of the disconnection date. In the event Customer does not allow Cincinnati Bell reasonable access to its facility within thirty (30) days of the disconnection date, Customer agrees to pay an "unclaimed equipment fee" equal to the amount of Cincinnati Bell's actual cost incurred for the customer edge equipment. The actual cost for the service access switch model D fee is \$1,000. The actual cost for the service access switch model T fee is \$5,000.

11. TERMINATION CHARGES.

11.1. In the event that Ethernet service is terminated by Customer for convenience or for reasons other than Cincinnati Bell's breach of this Agreement prior to the expiration of the Initial Term, Customer will pay a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the expiration of the Initial Term.

11.2. If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Ethernet prior to completion thereof, Customer will reimburse Cincinnati Bell for the actual expenses incurred by Cincinnati Bell in connection with such modification prior to Cincinnati Bell's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.

11.3. If nonrecurring charges associated with the installation of Ethernet service are waived and the Ethernet is then terminated prior to the expiration of the Initial Term, Customer will become liable for payment of the waived charges.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS.

1.1. The following definitions shall apply to this Agreement and, unless otherwise provided therein, shall also apply to the Supplements. The definitions shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party. The use of the term "Agreement" shall be deemed to refer to the entire agreement between the Parties consisting of this Agreement and includes each Supplement.

1.2. Applicable Laws - means all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and non-appealable orders, decisions, injunctions, judgments, awards and decrees that relate to a Party's obligations under this Agreement.

1.3. Information - means any writing, drawing, sketch, model, sample, data, computer program, software, verbal communication, e-mail, recording or documentation of any kind.

1.4. Party - means (i) Cincinnati Bell parent company, its affiliates and subsidiaries (collectively "Cincinnati Bell") or (ii) Customer; and "Parties" means (i) and (ii).

1.5. Proprietary Information - means any Information communicated, whether before, on or after the Effective Date, by a Party ("Disclosing Party") to the other Party ("Receiving Party"), pursuant to this Agreement and if written, is marked "Confidential" or "Proprietary" or by similar notice or if oral or visual, is identified as "Confidential" or "Proprietary" at the time of disclosure; or if by electronic transmission (including, but not limited to, facsimile or electronic mail) in either human readable or machine readable form, and is clearly identified at the time of disclosure as being "Proprietary" or "Confidential" by an appropriate and conspicuous electronic marking within the electronic transmission, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information; or if by delivery of an electronic storage medium or memory device which is clearly identified at the time of disclosure as containing "Proprietary" or "Confidential" information by an appropriate and conspicuous marking on the storage medium or memory device itself and by an appropriate and conspicuous electronic marking of the stored "Proprietary" or "Confidential" information, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information.

2. SERVICES.

2.1. The applicable rates, fees, commissions and charges for a particular service to be provided by Cincinnati Bell pursuant to the Supplement(s) will be on the Services Agreement sheet. Any other regulated services not listed on the Supplements which are provided by Cincinnati Bell to Customer shall be governed by the rates, terms, and conditions of the appropriate tariff. Cincinnati Bell shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Supplement Service. The specific terms and conditions applicable to the particular services to be provided pursuant to this Agreement, including the description of the services to be provided and the obligations of each Party in connection therewith, termination rights, performance obligations and service parameters are or shall be set forth in the Supplement(s). Any future Supplements entered into between the parties shall reference and be governed by the terms of this Agreement. In the event of a conflict between the terms of this Agreement and a Supplement, the terms of the Supplement shall prevail.

3. EQUIPMENT WARRANTY, USE AND MAINTENANCE.

3.1. If applicable, Cincinnati Bell will maintain the equipment used to provide service under the applicable Supplements, in good working order during the term specified on the Services Agreement sheet, except CPE provided as part of any Ethernet service, subject to the exclusions set forth under Section four (4) entitled Warranty Exclusions. Customer will permit Cincinnati Bell access to equipment on Customer's premises used to provide service hereunder and Cincinnati Bell will comply with the Customer's security and safety regulations at Customer's site. Repair parts or replacement parts may be new, remanufactured or refurbished at the discretion of Cincinnati Bell. Customer will not make any modifications to the equipment used to provide service hereunder without the written permission of Cincinnati Bell and will pay the cost of any repairs necessitated by unauthorized work.

4. WARRANTY EXCLUSIONS.

4.1. The warranties provided under Section three (3) do not cover services required to repair damages, malfunctions or failures caused by: (a) Customer's failure to follow Cincinnati Bell's written operation or maintenance instructions provided to Customer; (b) Customer's unauthorized repair, modifications or relocation of equipment used to provide services hereunder, or attachment to such equipment of non-Cincinnati Bell equipment; and (c) abuse, misuse or negligent acts. Cincinnati Bell may perform services in such instances on a time and materials or contract basis.

4.2. Cincinnati Bell will not be liable to Customer or third parties for any claims, loss or expense of any kind or nature caused directly or indirectly by: (i) interruption or loss of use or loss of business; or (ii) any consequential, indirect, special or incidental damages suffered by Customer or third parties whatsoever.

4.3. Except as specified herein and any supplements, Cincinnati Bell, its subcontractors and suppliers (except as expressed in writing by them) make no warranties, express or implied, and specifically disclaim any warranty or merchantability of fitness for a particular purpose.

5. TITLE OR RISK OF LOSS OF EQUIPMENT.

5.1. For equipment sold to Customer and installed by Cincinnati Bell, title shall pass to Customer on the In-Service Date. Risk of loss shall pass at the time of delivery.

5.2. For all other equipment used in the provision of services under any of the Supplements, title shall remain solely with Cincinnati Bell, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the parties. Cincinnati Bell will bear the risk of loss or damage to the equipment used in the provision of service, except that Customer will be liable to Cincinnati Bell for the cost of repair or replacement of equipment lost or damaged as a result of Customer's negligence, intentional acts, unauthorized installation or maintenance or other causes within the control of Customer, its employees, agents or subcontractors.

6. GOVERNING LAW.

6.1. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio, and the internal laws of such state shall govern the construction, interpretation and performance of this Agreement, without reference to conflicts of law provisions. Any legal action arising under this Agreement must be filed (and thereafter maintained) in a state or federal court located in Hamilton County, Ohio within two (2) years after the cause of action arises.

7. INTENTIONALLY OMITTED.

8. RESOLUTION OF DISPUTES.

8.1. The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly through discussions between themselves at the operational level. In the event a resolution cannot be reached at the operational level, the disputing Party shall give the other Party written notice of the dispute and such controversy or claim shall be negotiated between appointed counsel or senior executives of the Parties who have authority to settle the controversy. If the Parties fail to resolve such controversy or claim within thirty (30) days of the disputing Party's notice, either Party may seek any remedy available at law or in equity.

9. TERMS OF PAYMENT.

9.1. Invoices for Services are due and payable in U.S. dollars within thirty (30) days of invoice date ("Invoice Due Date"). Customer shall allow for up to three (3) days for payment processing within such thirty (30) day period. Payments not received by Invoice Due Date are considered past due. In addition to Cincinnati Bell undertaking any of the actions set forth in this Agreement, Cincinnati Bell may apply late payment fees or take any action in connection with any other right or remedy Cincinnati Bell may have under this Agreement in law or in equity. Late payment fees will: (i) be assessed on any past due balance; (ii) be calculated as 2% of the past due balance if the past due balance includes regulated products or the greater of \$10.95 or 2% of the past due balance if the past due balance does not include regulated products; and (iii), will be added to the past due balance and included in future billing cycles. Customer shall be in default if Customer fails to make payment as required and such failure remains uncured for five (5) calendar days after the Invoice Due Date. If Customer in good faith disputes any portion of any Cincinnati Bell invoice, Customer shall submit to Cincinnati Bell by the Invoice Due Date, full payment of the undisputed portion of any Cincinnati Bell invoice and written documentation identifying and substantiating the disputed amount. If Customer does not report a dispute within sixty (60) days following the date on the applicable invoice, Customer shall have waived its right to dispute that invoice. Cincinnati Bell and Customer agree to use their respective best efforts to resolve any dispute within thirty (30) days after Cincinnati Bell receives written notice of the dispute from Customer. Any disputed amounts resolved in favor of Customer shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to Cincinnati Bell shall be due within (10) days of resolution of the dispute.

9.2. Customer shall pay taxes levied upon any sale, transfer of ownership, installation, license or use of products or services, unless Customer provides a tax exemption certificate. Excluded are taxes on Cincinnati Bell's net income.

10. TERMINATION.

10.1. Notwithstanding the provisions regarding the Term and Termination Charges of each Supplement, and in addition to the Parties' rights of termination specifically provided elsewhere in this Agreement, the following shall apply:

10.2. In the event Customer provides timely notice to Cincinnati Bell that it does not intend to renew an automatically renewing contract, Cincinnati Bell will continue to provide service to Customer after the expiration of the then current contract term on a month-to-month basis. The provision of such month-to-month service shall be subject to the terms and conditions and the month-to-month tariff / service agreement rates in effect at the time. Either Party may terminate the month-to-month service, without termination penalty, upon thirty (30) days advance written notice to the other Party.

10.3. In the event that one Party breaches any material obligation provided hereunder, excluding payment obligations, or in such Supplement (other than Customer's payment obligations), the other Party shall give the breaching Party written notice of the breach and request that the breach be cured ("Cure Notice"). If the breaching Party fails to cure the specified breach within thirty (30) days of receipt of the Cure Notice (or such other mutually agreed upon time), the other Party shall have the right to terminate the Supplement, effective upon five (5) days prior written notice to the breaching Party ("Termination Notice"). The right of Cincinnati Bell and the Customer to terminate in any such case shall be in addition to any other rights and remedies they may have hereunder or at law or in equity.

10.4. A Party may, at its option, terminate a Supplement effective immediately upon written notice upon the occurrence of an "Insolvency Event of Default" (as defined below) with respect to the other Party. The occurrence of any one or more of the following events shall constitute an "Insolvency Event of Default": the other Party admits in writing its inability to pay its debts generally or makes a general assignment for the benefit of creditors; any affirmative act of insolvency by the other Party or the filing by or against the other Party (which is not dismissed within ninety (90) days of any petition or action) under any bankruptcy, reorganization, insolvency arrangement, liquidation, dissolution or moratorium law, or any other law or laws for the relief of, or relating to, debtors; or the subjection of a material part of the other Party's property to any levy, seizure, assignment or sale for or by any creditor, third party or governmental agency.

10.5. If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Services prior to completion thereof, Customer will reimburse Cincinnati Bell for the actual expenses incurred by Cincinnati Bell in connection with such modification prior to Cincinnati Bell's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.

10.6. Customer shall have the right to terminate any Supplement for convenience at any time upon thirty (30) days prior written notice to Cincinnati Bell. The termination charge will be considered to be liquidated damages and will be Cincinnati Bell's sole remedy against Customer for early termination, except for outstanding charges. The termination liability language contained within the applicable Supplement is not intended to indicate that the Commissions have approved or sanctioned the specific termination charges contained herein. Signatories to the Agreement shall be free to pursue whatever legal remedies they may have should a dispute arise.

10.7. One or more Supplements may be terminated by the Parties without causing a termination of this Agreement or other Supplements.

11. INTENTIONALLY OMITTED.

12. RESPONSIBILITIES OF EACH PARTY.

12.1. Each Party has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of their respective employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Except as otherwise provided in this Agreement, each Party will be responsible for its own acts and those of its employees, agents, and contractors during the performance of such Party's obligations hereunder.

13. LIMITATIONS OF LIABILITY.

13.1. Cincinnati Bell's liability arising out of the provision of: (i) Services; (ii) delays in the restoration of Services; or (iii) arising out of mistakes, accidents, omissions, interruptions, errors or defects in transmission, or delays caused by judicial or regulatory authorities, shall be subject to the limitations set forth below and in the applicable Tariff. In no event shall Cincinnati Bell be liable to customer, customer's own customers, or any other third party with respect to the subject matter of this agreement under any contract, warranty, negligence, strict liability, or other theory for any type of indirect, consequential, incidental, reliance, special, or punitive damages, or for any lost profits, lost revenues, or lost savings of any kind, arising out of or relating to this agreement whether or not Cincinnati Bell or Customer was advised of the possibility of such damages and whether or not such damages were foreseeable. For purposes of this section, "Cincinnati Bell" is deemed to include Cincinnati Bell's parent company, and its respective affiliates and subsidiaries, and the directors, officers, employees, agents, representatives, subcontractors and suppliers of each of them.

13.2. The Parties hereto agree that the termination liabilities and the limitations on liability contained in this Agreement are fair and reasonable adjustments to the uncertain and difficult to ascertain damages which might arise under this Agreement and are intended to be reasonable allocations by the Parties of the business risks inherent in this Agreement.

14. SECURITY AND ACCESS.

14.1. Employees and agents of Cincinnati Bell and its subsidiaries, while on the premises of Customer, will comply with all reasonable rules, regulations and security requirements of Customer.

15. WORK ON CUSTOMER'S PREMISES.

15.1. In performance of its obligations hereunder, Cincinnati Bell shall comply with all applicable laws and will indemnify and hold Customer harmless from and against any claims, demands, suits, losses, damages, costs and expenses arising out of Cincinnati Bell's noncompliance with any such laws. If Cincinnati Bell's work related to this Agreement involves operations by Cincinnati Bell on the premises of Customer, Cincinnati Bell shall take reasonable precautions necessary to prevent the occurrence of any injury to person or property during the progress of such work. Except to the extent an injury to person or property is the result of Customer's negligence or willful misconduct, Cincinnati Bell shall defend, indemnify and hold harmless Customer against any claims, demands, suits, losses, damages, costs and expenses which are directly and proximately caused by negligent or willful conduct of Cincinnati Bell's employees, agents or subcontractors.

16. CUSTOMER OBLIGATIONS.

16.1. Prior to requesting repair service from Cincinnati Bell, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the Service is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of the Service reasonably requested by Cincinnati Bell.

17. SYSTEM MAINTENANCE.

17.1. In the event Cincinnati Bell determines that it is necessary to interrupt Services or that there is a potential for Services to be interrupted for the performance of system maintenance, Cincinnati Bell will use good faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6:00 am. local time). In no event shall interruption for system maintenance constitute a failure of performance by Cincinnati Bell.

18. SUBCONTRACTING.

18.1. Cincinnati Bell may subcontract work to be performed under this Agreement, but shall retain responsibility for the work.

19. CHANGES IN LAWS.

19.1. This Agreement is predicated upon current state and federal laws and regulations. If new laws or regulations or new applications of current law and regulations affect this Agreement, either Party may request on thirty (30) days' written notice that one or more provisions be renegotiated consistent with the changed circumstances.

20. FORCE MAJEURE.

20.1. No Party shall be held liable for any delay or failure in performance of any part of this Agreement, including any Supplement, caused by a force majeure condition, including fires, pandemics, embargoes, explosions, power blackouts, earthquakes, volcanic action, floods, wars, water, the elements, labor disputes (such as a work stoppage), civil disturbances, government requirements, civil or military authorities, acts of God or a public enemy, inability to secure raw materials, inability to secure product of manufacturers or outside vendors, inability to obtain transportation facilities, acts or omissions of transportation common carriers, or other causes beyond its reasonable control whether or not similar to the foregoing conditions. If any force majeure condition occurs, the Party whose performance fails or is delayed because of such force majeure condition ("Delayed Party") shall promptly give written notice thereof to the other Party. The Delayed Party shall use all best efforts to avoid or mitigate performance delays despite a force majeure condition, and shall restore performance as soon as the force majeure condition is removed.

21. GOOD FAITH PERFORMANCE.

21.1. Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement, as the case may be.

22. NO LICENSE.

22.1. Except as expressly provided in this Agreement or a Supplement, no license under patents, copyrights, trademarks, service marks, trade names or other indicia of origins, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

23. AMENDMENTS; WAIVERS.

23.1. Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same shall be in writing and signed by an authorized official of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

24. NOTICES.

24.1. All notices, demands, requests, elections, or other communications provided under this Agreement or which may be given by one Party to the other Party under this Agreement and to the extent a notice relates to an alleged breach, termination, or other claim under a Supplement, such notice shall be made in writing (unless specifically provided otherwise herein) and unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact, shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, first class, certified mail postage prepaid, return receipt requested or (d) delivered by telecopy and shall be deemed effective upon receipt; provided that a confirmation copy is sent by the method described in (a), (b) or (c) of this Section. Notices shall be addressed to the parties at the addresses set forth on the Services Agreement sheet.

24.2. Changes in notice designation shall be made in writing and shall be deemed effective upon receipt. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) four (4) business days after mailing in the case of first class, certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

25. NO RIGHTS TO THIRD PARTIES.

25.1. This Agreement shall not be deemed to provide third parties with any remedy, claim, right of action or other right.

26. SEVERABILITY.

26.1. If any term, condition, or provision of this Agreement shall be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Agreement; and, unless such construction would be unreasonable, this Agreement shall be construed as if not containing the invalid or unenforceable provision or provisions and the rights and obligations of each Party shall be construed and enforced accordingly. If necessary to affect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

27. ASSIGNMENT.

27.1. Customer will not resell or permit any third party to use any of the services provided by Cincinnati Bell hereunder. Neither Customer nor Cincinnati Bell may assign this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. Cincinnati Bell shall not be required to obtain consent in the case of a sale of all or substantially all the assets of Cincinnati Bell or an assignment to an entity directly or indirectly owning or controlling, owned or controlled by, or under common control with the assigning Party. Notwithstanding the foregoing, Cincinnati Bell shall retain the right to terminate this Agreement without further obligation or liability to Customer, its successors or assigns, if, in its sole and exclusive judgment any assignment or purported assignment by Customer is to be made to a competitor of Cincinnati Bell.

28. ENTIRE AGREEMENT; CONTINUING OBLIGATIONS.

28.1. The Agreement, which includes the Services Agreement, Terms & Conditions and Supplements, constitutes the entire Agreement between the Parties concerning the subject matter hereof. All prior agreements, representations, statements, negotiations, understandings, proposals, and undertakings, oral or written, with respect to the subject matter thereof are superseded and replaced by the provisions of this Agreement.

28.2. Irrespective of any provision contained in this Agreement or in any Supplement to the contrary, Articles 6 through 9 and Articles 12 through 30 of this Agreement shall take precedence over, supersede and control any conflicting provision (or the absence of a provision) heretofore or hereinafter executed by the Parties unless such Article, including any subsection thereof, is expressly identified as the subject of an amendment that is in writing and agreed upon by a representative of each Party having authority to agree to such amendment.

28.3. Any liability or obligation of any Party to the other Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of any Party to make payments, any obligation of any Party under the provisions of Article 8 hereof regarding resolution of disputes, Article 13 regarding limitations on liability, and any provisions that, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall, in each case, survive cancellation or termination of this Agreement.

28.4. The rights and obligations under this Agreement shall survive any merger or sale of either Party and shall be binding upon the successors and permitted assigns of each Party.

28.5. Under federal law, Customer has a right, and Cincinnati Bell has a duty, to protect the confidentiality of information regarding the telecommunications services Customer buys from Cincinnati Bell, including the amount, type, and destination of Customer's service usage; the way Cincinnati Bell provides services to Customer; and Customer's calling and billing records. Together, this confidential information is described as Customer Proprietary Network Information ("CPNI"). Customer hereby consents to Cincinnati Bell sharing its CPNI with Cincinnati Bell affiliates, subsidiaries and any other current or future direct or indirect subsidiaries of the Cincinnati Bell parent company as well as Cincinnati Bell agents and authorized sales representatives, to develop or bring to new products or services to Customer's attention. This consent survives the termination of Customer's service and is valid until Customer affirmatively revokes or limits such consent.

29. REGULATORY APPROVAL; TARIFFS.

29.1. This Agreement is subject to applicable regulatory requirements. In the event of any conflict between the terms of this Agreement and applicable regulatory requirements, such regulatory requirements will take precedence and be controlling. The obligations of Cincinnati Bell and Customer under this Agreement may be contingent upon approval of this Agreement by applicable regulatory agencies, including the Public Utilities Commission of Ohio and Public Services Commission of Kentucky. The regulations and rates specified herein are in addition to applicable regulations and rates set forth in Cincinnati Bell's tariffs on file with regulatory agencies.

30. EXECUTED IN COUNTERPARTS.

30.1. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

31. HEADINGS.

31.1. The titles and headings of Articles and Sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall in no way define, modify, or restrict the meaning or interpretation of the terms or provisions of this Agreement.

Resolution

Number 19-0610

Adopted Date May 21, 2019

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE WARREN COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES, FAMILY AND CHILDREN FIRST COUNCIL (FCFC), AND WARREN COUNTY EDUCATIONAL SERVICE CENTER FISCAL AGENT FOR FCFC

BE IT RESOLVED, to approve and enter into a MOU with Warren County Department of Human Services, Family and Children First Council (FCFC), and the Warren County Educational Service Center, fiscal agent for FCFC; copy of MOU attached hereto and made a part hereof:

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Human Services
c/a—Family and Children First Council
c/a—Warren County Educational Service Center
Human Services (file)

MEMORANDUM OF UNDERSTANDING (MOU)

This memorandum of understanding (MOU), between The Board of County Commissioners, Warren County, Ohio, on behalf of the Warren County Department of Job and Family Services Division of Human Services (hereinafter "WCDJFS"), and the Family and Children First Council "FCFC") and Educational Service Center of Warren County (ESC) the Fiscal Agent for FCFC, provides FCFC with transferred funds from State General Revenue Funds (GRF).

1. TERM

This MOU shall serve as such agreement and the term shall commence upon the Warren County Board of County Commissioner's approval through Resolution and shall not expire unless otherwise terminated by a formal agreement.

2. AGREEMENT

WCDJFS will transfer to FCFC/Fiscal Agent **\$15,000.00** from the SFY 2020 Community and Protective Services GRF Line Item Allocation # 600533, Grant # JFSFSF20, effective **July 1, 2019** upon receipt of the Community and Protective Services SFY 2020 Allocation from the Ohio Department of Job and Family Services.

These funds must meet the needs of children, families and adults or administrative costs related to the administration of FCFC.

Where possible the funds shall be used as match for other federal programs.

Any unspent funds at the end of the budget period shall be carried over to the next budget period and used for the same purposes listed above.

Upon transfer of the funds to the FCFC, the transferred funds shall be considered spent by WCDJFS.

3. UNALLOWABLE EXPENDITURES OF TRANSFERRED FUNDS

Community and Protective Services Funding may not be used for;

- Capital Projects,
- To supplant other federal, state, or local funds.

4. WCDJFS' RESPONSIBILITIES

Transfer funding to the FCFC/Fiscal Agent according to this MOU.

000000 DEPT. STAFF

000000 DEPT. STAFF
Ensure that the amount transferred to FCFC does not impair the achievement of the objectives for which the initial allocation was designated.

5. FCFC'S RESPONSIBILITIES

The FCFC Coordinator or FCFC Fiscal Agent shall report to the OFCF Cabinet the amount of each the transfer and the transferring agency within 30 days of receipt of the funds.

FCFC or the Fiscal Agent must provide an annual report and evaluation to OFCF Cabinet Council no later than ninety dates from the end of the each budget period.

6. GOVERNING LAW

This MOU and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

7. INTEGRATION AND MODIFICATION

This instrument embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions or obligations other than those contained herein; and this MOU shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this MOU with respect to the subject matter hereof. This MOU shall not be modified in any manner except by an instrument, in writing, executed by the parties to this MOU.

8. SEVERABILITY

If any term or provision of this MOU or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this MOU 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 and each term and provision of this MOU shall be valid and enforced to the fullest extent permitted by law.

9. TERMINATION

This MOU may be terminated by either party, upon notice, in writing to the Director of Job and Family Services, delivered upon the other party 90 days prior to the effective date of termination.

10. NON-DISCRIMINATION

Both parties certify they are an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

Neither party will discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include, but is not limited to, the following:

employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Both parties agree to post in conspicuous places, available to employees and applicants for employment, notices stating both parties comply with all applicable federal and state non-discrimination laws.

Both parties agree not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this MOU, or in reference to any contractors or subcontractors of either party.

11. RELATIONSHIP

Nothing in this MOU is intended to, or shall be deemed to constitute, a merger of the two entities.

12. PUBLIC RECORDS

This MOU is a matter of public record under the laws of the State of Ohio. Both parties agree to make copies of this MOU promptly available to any requesting party.

13. CONFIDENTIALITY

FCFC and WCDJFS agree to comply with all federal and state laws applicable to both departments concerning confidentiality.

14. AMENDMENTS

This writing constitutes the entire agreement between FCFC and WCDJFS with respect to all matters herein. This MOU may be amended only in writing and signed by FCFC and WCDJFS.

15. AUDIT

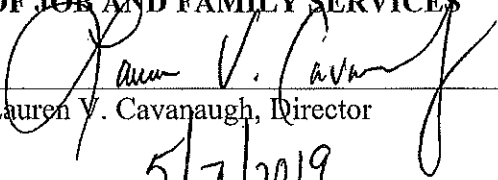
The transfer and expenditure of these funds are subject to audit by the Auditor of State. Any non-compliance with expenditures of the funds in accordance with applicable regulations and guidance are subject to findings and recovery and subject to recoupment.

The terms of this MOU are hereby agreed to by both parties, as shown by the signatures of representatives of each.

SIGNATURES

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

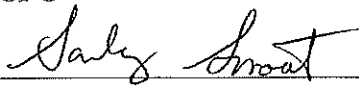
**WARREN COUNTY DEPARTMENT
OF JOB AND FAMILY SERVICES**



Lauren V. Cavanaugh, Director
5/7/2019

Date

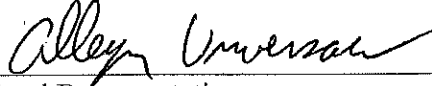
**WARREN COUNTY
FCFC**



FCFC, Coordinator
5-7-2019

Date

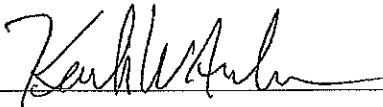
**WARREN COUNTY
ESC**



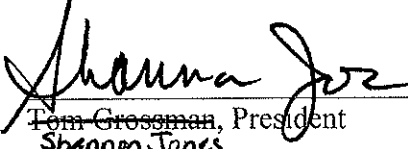
Fiscal Representative
5/8/19

Date

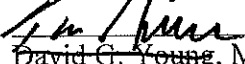
WARREN COUNTY PROSECUTOR
Approved as to Form Only

By: 

**BOARD OF WARREN COUNTY
COMMISSIONERS**



Tom Grossman, President
Shannon Jones

Shannon Jones, Vice-President
David G. Young


David G. Young, Member
Tom Grossman
5/21/19

Date

Resolution

Number 19-0611

Adopted Date May 21, 2019

APPROVE AND ENTER INTO A TANF PRC CONTRACT WITH THE ABUSE AND RAPE CRISIS SHELTER OF WARREN COUNTY ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

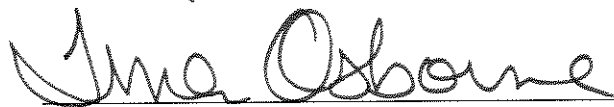
BE IT RESOLVED, to approve and enter into a contract with the Abuse and Rape Crisis Shelter of Warren County on behalf of Warren County Department of Human Services in the total amount of \$102,400.00 TANF/PRC funds beginning 7/1/19 and ending 6/30/20; copy of contract attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Abuse and Rape Crisis Shelter of Warren County
Human Services (file)

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
TANF/PRC SUBGRANT AGREEMENT WITH
ABUSE & RAPE CRISIS SHELTER OF WARREN COUNTY**

WITNESSETH THAT;

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

And

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

And

WHEREAS, Warren County Division of Human Services desires to enter into a Sub-grant agreement with **Abuse and Rape Crisis Shelter of Warren County;**

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

ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS

A. Definitions

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

"Sub-recipient" means Abuse and Rape Crisis Shelter of Warren County; 27 N East Street, Lebanon OH 45036.

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

B. Purpose of Sub-grant

The purpose of the sub-grant is to state the covenants and conditions under which the Sub-recipient will provide services and benefits for the purpose reaching self-sufficiency, and housing for children and families.

C. Obligations of the Sub-recipient

The Sub-recipient agrees to operate a program, described in the Abuse & Rape Crisis Shelter of Warren County PRC Proposal as found in Exhibit A, in accordance with Federal, State, and local laws, ordinances, regulations, and/or guidelines and any additions, deletions or amendments thereto.

MAY 15 '19 RCVD

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

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

D. Client Eligibility

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

Exhibit A provides the 2019-2020 budget narrative. Eligibility for Sub-recipient's services is accomplished by using the Self-Declaration Application for TANF/PRC Services, Exhibit B. All eligibility criteria outlined within the Warren County Prevention, Retention, Contingency Plan, must be followed by the Sub-recipient.

The Self-Declaration Application will be valid for one year from date of signature. If the recipient leaves the program for greater than 30 days, a new Self-Declaration Application will be required.

The accuracy and legitimacy of the Sub-recipient's eligibility determination process will be subject to periodic monitoring by the Department.

ARTICLE II CONTENT OF PROGRAM PROPOSAL

Refer to Exhibits A attached, and incorporated herein by this reference.

ARTICLE III COMPENSATION AND METHOD OF PAYMENT

A. Reimbursement

The Department agrees that reimbursement of all costs will be dependent upon Sub-recipient performance in the delivery of services and benefits specified in Exhibit A. The Sub-recipient agrees by the 10th working day of each month to submit an invoice and supporting documentation to the Department for any services delivered the previous month. Payment shall be made by the Warren County Auditor upon proper presentation of request, when approved by the Department and the Sub-recipient, within 30 days from receipt of the approved invoice.

Reimbursement of Sub-recipient's cost shall be through a Fixed Unit Cost. **The unit cost shall be \$32.00 per client per day rate.** Unit of cost shall be per eligible individual per night that services are provided.

The Sub-recipient will bill the Department based on Fixed Unit Cost for Services Delivered.

B. Availability of Funds

Payments for all services provided in accordance with the provisions of this Sub-Grant Agreement are contingent upon the availability of funding and will not exceed **\$102,400.00, for the period of July 1, 2019 thru June 30, 2020** at which time the agreement may be renewed through addendum and the amount can be increased as determined by both parties. (Exhibit A).

C. Maximum Compensation

The Sub-recipient agrees to accept as payment in full, for services rendered in a manner satisfactory to the Department, not to exceed **\$102,400.00** during the term of this sub-grant. The amount of **\$102,400.00** includes the following expenses; salary, benefits, travel, supplies, postage, equipment, phones, rent/mortgage, utility, maintenance, other indirect costs and administration costs at 10% of the contracted amount.

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

Allocation	Contract Amount	Budget Reference	Award ID/FAIN#	CFDA Number
TANF Administration	\$10,240.00	JFSCTF19/JFSCTF20	1601OHTANF	93.558
TANF Regular	\$92,160.00	JFSCTF19/JFSCTF20	1601OHTANF	93.558

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

D. Provision of Funding

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

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

ARTICLE IV ACCESS TO RECORDS

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

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

ARTICLE V TIME OF PERFORMANCE

This Sub-Grant Agreement shall be effective **July 1, 2019** and shall terminate on **June 30, 2020**. The services of the Sub-recipient are to commence immediately upon execution of the sub-grant agreement and all costs allowable under the sub-grant agreement shall be incurred and the final invoice received by the Department no later than close of business **July 10, 2020**.

ARTICLE VI BONDING AND INSURANCE

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

- a. Worker's Compensation Insurance as required by Ohio law.
- b. Public Liability Insurance on comprehensive basis, including Contingent Liability, in amounts not less than \$100,000 per person, \$300,000 per occurrence for bodily injury, and \$25,000 per occurrence

for property damage.

- c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in performance of this sub-grant agreement, in amounts as indicated in b, above.

ARTICLE VIII INDEPENDENT SUB-RECIPIENT RELATIONSHIP

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

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

ARTICLE IX MAINTENANCE OF EFFORT

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

ARTICLE X CONFLICT OF INTEREST

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

ARTICLE XI MODIFICATIONS

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

ARTICLE XII TERMINATIONS

This agreement may be terminated by:

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

ARTICLE XIII BREACH BY SUB-RECIPIENT

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

ARTICLE XIV ADDITIONAL OBLIGATIONS AND ASSURANCES OF SUBRECIPIENT

1. The Sub-recipient certifies that it possesses legal authority to enter into this Sub-grant agreement and that a resolution, a motion or similar action has been duly adopted as an official act of the Sub-recipient's governing body which authorizes the negotiation and execution of this Sub-grant agreement by the representative who signed the Sub-grant agreement below on behalf of the Sub-recipient.
2. The Sub-recipient certifies that all applicants to the program operated under this Sub-grant agreement, either as an employee or subcontractor of the Sub-recipient or as a program client shall be apprised of their rights and responsibilities at the time of application. No person with responsibility in the operation of the program will discriminate with respect to any program because of race, creed, color, national origin, gender, political affiliation, age, belief, or handicap. Any complaint of discrimination in the operation of such programs shall be handled in a manner, compliant with the policies and procedures of the Department.
3. The Sub-recipient shall have safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. The Sub-recipient shall maintain appropriate standards of health and safety in work and training situations.
5. The Sub-recipient may not hold the Department responsible for payment of funds if those same funds have not been received by, or from the State.
6. All reports, brochures, literature and pamphlets developed by the Sub-recipient for its work under this Sub-grant agreement shall acknowledge the Department and its role as the funding source for activities, and programs conducted by the Sub-recipient pursuant to this Sub-grant agreement.
7. The Sub-recipient shall maintain easily accessible and auditable financial records.
8. The Sub-recipient, as a Sub-recipient of federal funds, shall provide a copy of their 2 CFR 200 state audit. An A-133 audit is required if an organization is a non-profit, or a state or local government agency, and expends \$500,000.00 or more per year in federal awards.
9. The Sub-recipient assumes full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Sub-recipient pursuant to this Sub-grant agreement.
10. The Sub-recipient will submit periodic reports, showing progress towards achieving the outcomes which are specified in Exhibit A, attached.
11. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. The Sub-recipient will take affirmative action to insure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, gender, or national origin.
12. The Sub-recipient shall, in all of Sub-recipient's solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
13. The Sub-recipient shall comply with provisions of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by the Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41C.F.R. Chapter 60.
14. The Sub-recipient warrants that neither it nor any party with whom it may subcontract for the performance of this Sub-grant agreement are listed on the debarred list due to violations of Titles VI, or VII of the Civil

Rights Act of 1964, nor is the Sub-recipient aware of any pending action which might result in such debarment..

15. The Sub-recipient shall provide workers' compensation or other insurance coverage for injuries which may be suffered by its employees in accord with 20 CFR 692.22.
16. The Sub-recipient shall comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act, and the Ohio Revised Code.
17. The Sub-recipient shall not make claims for payment from the Department for services rendered to eligible individuals when such claims would duplicate claims made from other sources of public funds available for the same service. The services being contracted for hereunder are not available on a non-reimbursable basis.
18. The Sub-recipient shall not discriminate against applicants for, and participants in the Ohio Works First Program established under Chapter 5107 of the Revised Code, and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Ohio Revised Code. The Sub-recipient further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
19. The Sub-recipient shall cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The Sub-recipient also agrees that it will include a like provision in any agreement, contract, grant, or procedure related to this Sub-grant agreement which require any subcontractor, or other party to cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.
20. The Sub-recipient agrees to be bound by the disclosure rules of the Ohio Department of Job and Family Services. Disclosure of information in a manner inconsistent with said rules is a breach of this Sub-grant agreement, and a violation of Ohio Revised Code Sections 5101.27, and 5101.99.
21. The Sub-recipient agrees that the services it delivers pursuant to this Sub-grant agreement will be delivered in a manner consistent with the Department's Prevention Retention and Contingency Plan.
22. The Sub-recipient agrees to comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. § 874, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 3.
23. The Sub-recipient agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 276a through 276a-7, as supplemented by the Department of Labor Regulations, 29 C.F.R. Part 5.
24. The Sub-recipient agrees to comply with Sections 103, and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S. C. § 327 through 330, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 5.
25. The Sub-recipient agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1875(h); Section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738; and, environmental protection agency regulations, 40 C.F.R. Part 15.
26. The Sub-recipient agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy policy and Conservation Act, Pub.L. 94-136, 89 Stat.871.

27. The Sub-recipient agrees that the copyright to any copyrightable material created pursuant to this Sub-grant agreement, and that any discovery or invention which arises or is developed pursuant to the Sub-recipient's obligations under this Sub-grant agreement is the property of the Department.

ARTICLE XV NOTICES

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

To the Department:	To the Sub-recipient:
416 S East Street, Lebanon OH 45036	27 N East St, Lebanon OH 45036

ARTICLE XVI MERGER

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

ARTICLE XVII SEPARABILITY

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

ARTICLE XVIII FORCE MAJUERE

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

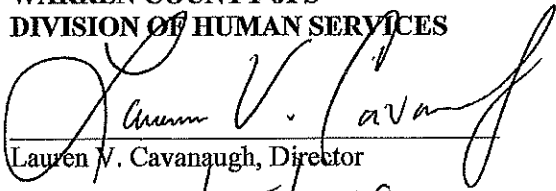
ARTICLE XIX HEADINGS

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

ARTICLE XX GOVERNING LAW

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

**WARREN COUNTY JFS
DIVISION OF HUMAN SERVICES**

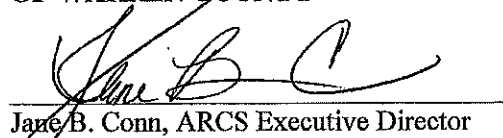


Lauren V. Cavanaugh, Director

4/25/2019

Date

**ABUSE & RAPE CRISIS SHELTER
OF WARREN COUNTY**

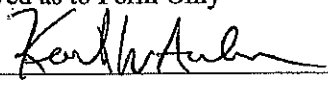


Jane B. Conn, ARCS Executive Director

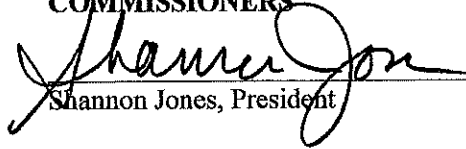
5-1-2019

Date

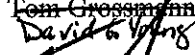
**WARREN COUNTY PROSECUTOR
Approved as to Form Only**

By: 

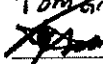
**BOARD OF WARREN COUNTY
COMMISSIONERS**



Shannon Jones, President

~~Tom Grossmann~~, Vice President


David G. Young, Member
~~Tom Grossmann~~

 5/21/19

Date

Project Budget Narrative

EXHIBIT A

ARCS proposes to invoice PRC for services at \$32 per client per day rate. Included in this rate will be costs for:

1. Shelter Advocates Salary/Fringe/Taxes (\$436,564 overall)
Request \$42,081 for Shelter Advocate/Case Managers and Volunteer Coordinator.
2. Fiscal
The 9 employees providing direct services to clients at the shelter represent 47% of staff.
Costs for fiscal duties are as follows:

Horizon payroll services	\$ 2,800
Fiscal Manager	\$56,957
Audit	<u>\$ 5,200</u>

Total Request \$64,957 x 47% = \$30,530
3. Shelter Supplies/Food and Office Supplies (\$19,500 overall)
Request \$14,800
4. Occupancy – Utilities, Trash, Security (\$9,550 overall)
Request \$7,236
5. Internet, Advocate Cell Phones and Land lines at the shelter (\$7,400 overall)
Request \$1,700
6. Copier Equipment Lease/Storage Lease – (\$3,200 overall)
Request \$1,500
7. Vehicle Maintenance/Fuel to transport Clients (\$5,300 overall)
Request \$2,000
8. Administrative Costs calculated at 10%
 - a. Vehicle Insurance (\$3,630 overall)
Request \$363
 - b. Shelter Mortgage (\$7,000 overall)
Request \$700
 - c. Shelter Maintenance (\$7,702 overall)
Request \$770
 - d. Shelter Insurance (\$7,200 overall)
Request \$720

2019	Shelter Overall	TANF/PRC
Salary	\$436,564	\$42,081
Bookkeeping/Audit/Payroll	\$64,957	\$30,530
Shelter Food and Supplies	\$19,500	\$14,800
Client Support	\$2,400	
Postage	\$250	
Occupancy - Utilities-Trash-Security	\$9,550	\$7,236
Phones/Internet	\$7,400	\$1,700
Equipment/Storage Lease	\$3,200	\$1,500
Vehicle Maintenance / Fuel	\$5,300	\$2,000
Vehicle Insurance	\$3,630	\$363
Shelter Mortgage	\$7,000	\$700
Shelter Maintenance	\$7,702	\$770
Shelter Insurance	\$7,200	\$720
Staff Training/Mileage	\$7,256	
Total Expense/ Year	\$581,909	\$102,400
Shelter Nights	3200	3200
	\$182	\$32

WARREN COUNTY SELF-DECLARATION APPLICATION FOR ARCS TANF/PRC SERVICES

Name:	For Agency Use Only
Social Security Number:	Subgrantee:
Present Address:	Worker: EXHIBIT B
Telephone/Contact Number:	Date received:

1. List EVERYONE living in your household, including yourself.
(If you are a non-custodial parent, list your children residing in Ohio.)

Name	Relationship to Applicant	Age	Source of Income
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

2. Circle your family size below.

Family Size	Monthly Gross Income at 200% of the Federal Poverty Level
1	\$2,082
2	\$2,819
3	\$3,555
4	\$4,292
5	\$5,029
6	\$5,765
7	\$6,502
8	\$7,239

3. Check one:

- I declare that my family's gross monthly income is **at or below** the standard listed.
 I declare that my family's gross monthly income is **above** the standard listed.

4. Please read this statement carefully and respond below:

I reside in Warren County and have a child younger than 19 years of age in Ohio. All members of my household are citizens or qualified aliens. I am not in debt to the Department of Job & Family Services for an OWF or PRC overpayment due to fraud. I am not an unmarried parent under 18 who is not attending school or not living in an adult-supervised living arrangement. No one in my household is a fleeing felon or probation/parole violator. No one in my household is failing to cooperate with the Child Support Enforcement Agency in establishing paternity or securing child support. No one in my household has been found to have fraudulently misrepresented their residence in order to obtain benefits in two or more states.

- YES, I agree with the above statement (it is correct/true for me).
 NO, I disagree with the above statement (it is not correct/true for me).

5. Sign this application.

The information provided above is complete and correct to the best of my knowledge and belief.

Signature of Applicant: _____ Date: _____

Voter Registration Notification: If you are not registered to vote where you live now, would like to register to vote at this time?

Yes, I want to register to vote. No, I do not want to register to vote.

(If you do not check either box, you will be considered to have decided not to register to vote at this time. This does NOT affect your application for benefits in any way.)

FOR AGENCY USE ONLY			
<input type="checkbox"/> Eligible	<input type="checkbox"/> Decision Letter Given (retain copy)	<input type="checkbox"/> Not Eligible	<input type="checkbox"/> Decision Letter Given (retain copy)
Signature of Worker		Date	

County Name (Pass-Through Agency): Warren County Job & Family Services

Name of Provider (Potential Vendor/Subrecipient): Abuse & Rape Crisis Center of Warren County

Name of Program: PRC Agreement with ARCS

EXHIBIT C

	Indications of a Subrecipient See A-133 §210(b)	Yes	No	
1.	Provider determines who is eligible to receive federal financial assistance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2.	Provider has its performance measured against whether the objectives of the federal program are met.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3.	Provider has responsibility for programmatic decision making.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.	Provider has responsibility for adherence to applicable federal program compliance requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5.	Provider uses the federal funds to carry out its own program as compared to providing goods or services for a program of the pass-through entity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

	Indications of a Vendor See A-133 §210(c)	Yes	No	Comments
6.	Organization provides the goods and services within normal business operations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7.	Organization provides similar goods or services to many different purchasers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
8.	Organization operates in a competitive environment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9.	Organization provides goods or services that are ancillary to the operation of the federal program.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10.	Organization is not subject to compliance requirements of the federal program.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Overall Conclusion	Yes	No	Comments
Provider is a subrecipient.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Conduct Subrecipient Monitoring See OAC 5101:9-1-88
Provider is a vendor.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conduct Contract Monitoring See OAC 5101:9-4-07 (J)(8) or other rule

Resolution

Number 19-0612

Adopted Date May 21, 2019

AUTHORIZE POSTING OF NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS IN COUNTY ADMINISTRATION BUILDING FOR FY2019 COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS

WHEREAS, The US Department of Housing and Urban Development requires a public notice to be posted as part of the environmental review process prior to release of funds for Community Development Block Grant projects that are subject to environmental reviews, and

BE IT RESOLVED, to authorize the public posting of Notice of Intent to Request Release of Funds in the County Administration Building beginning May 17, 2019 for ten consecutive days for the following FY2019 Community Development Block Grant projects:

- FY19 City of Franklin Storm Sewer Project
- FY19 Wayne Meadows Infrastructure Improvement Project
- FY19 Harveysburg Storm Sewer Project
- FY19 Franklin Township Road Repair Project

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: OGA (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0613

Adopted Date May 21, 2019

APPROVE AND AUTHORIZE THE WARREN COUNTY SHERIFF'S OFFICE TO SUBMIT A BULLETPROOF VEST PARTNERSHIP GRANT APPLICATION TO BUREAU OF JUSTICE ASSISTANCE

BE IT RESOLVED, to approve and authorize the submission of the 2019 Bulletproof Vest Partnership Grant Application to the Bureau of Justice Assistance on behalf of the Warren County Sheriff's Office for the purpose of obtaining bulletproof vests as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to authorize the President and/or Vice President of this Board to sign documents relative thereto; and

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

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm

cc: Sheriff (file)
OGA

Bulletproof Vest Partnership



The Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement.

ONE MILLION VESTS: Since 1999, the BVP program has awarded more than 13,000 jurisdictions a total of \$467 million in federal funds for the purchase of over one million vests (1,349,813) as of January 2019.

NEW: The Bureau of Justice Assistance (BJA) is pleased to announce the Fiscal Year (FY) 2019 BVP application funding period. Applications for FY 2019 BVP funds will be accepted beginning April 16, 2019. All applications must be submitted online by 6:00 pm (Eastern Time), May 28, 2019.

NEW: The Fiscal Year 2018 BVP awards have been announced.

See the complete list of [FY 2018 BVP awards](#).

Documentation Requirement: Grantees are required to keep documentation to support the BVP vest application and payment requests for at least a three year period.

Other Federal Funds: Justice Assistance Grant (JAG) funds or other federal funding sources may not be used to pay for that portion of the bullet proof vest (50%) that is not covered by BVP funds. JAG or other federal funds may be used to purchase vests for an agency, but they may not be used as the 50% match for BVP purposes.

Uniquely Fitted Armor Vest Requirement- Jurisdictions receiving funding for reimbursement of body armor purchases must have in place a uniquely fitted vest requirement when the FY 2019 BVP applications are submitted.

In the BVP Program, "uniquely fitted vests" means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of: 1) correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of the Office of Justice Programs' efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the *Standard Practice for Body Armor Wearer Measurement and Fitting of Armor (Active Standard ASTM E3003)* available at no cost. The *Personal Armor Fit Assessment checklist*, is excerpted from ASTM E3003.

In addition, a certification section has been added to the 2019 application (in the BVP system) stating the jurisdictions and law enforcement agency are aware of and will comply with this requirement.

NEW! UPDATED Mandatory Wear FAQs

Following two years of declining law enforcement officer line-of-duty deaths, the country realized a dramatic 37 percent increase in officer deaths in 2010. Fifty-nine of the 160 officers killed in 2010 were shot during violent encounters; a 20 percent increase over 2009 numbers. The U.S. Department of Justice is committed to improving officer safety and has undertaken research to review and analyze violent encounters and law enforcement officer deaths and injuries. Due to the increase in the number of law enforcement officer deaths, coupled with our renewed efforts to improve officer safety, beginning with FY 2011, in order to receive BVP funds, jurisdictions must certify, during the application process, that all law enforcement agencies benefitting from the BVP Program have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before any FY 2011 funding can be used by the agency. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. BJA strongly encourages agencies to consult the International Association of Chiefs of Police's Model Policy on Body Armor and to strongly consider all recommendations within that policy. This policy change was announced in October 2010 by Attorney General Holder after consulting with and receiving input from the law enforcement community.

The IACP has very generously provided both its Body Armor Model Policy and position paper to the BVP program. In order to obtain a copy of the Model Policy and position paper, jurisdictions must be registered with the BVP program. To obtain a copy of the Model Policy, contact the BVP Customer Support Center at 1-877-758-3787 or email vests@usdoj.gov.

For additional information regarding this new BVP program requirement, click [here](#).

AGENCY INFORMATION

Please make sure your Jurisdiction name is correct since this is how it will appear on your banking form. If the jurisdiction name is incorrect, please contact the BVP Help Desk as shown at the bottom of the left side menu.

AGENCY INFORMATION

Name:	WARREN COUNTY
Agency Type:	County/Parish
Government ID Number:	361083083
* Tax Payer ID Number: ⓘ	<input type="text" value="316000058"/>
9 Digit DUNS:	784327608
DUNS 4:	
Number of Existing Population:	228882
Number of Existing Full Time Officers:	103
Number of Existing Part Time Officers:	0

OFFICE ADDRESS

* Address Line 1:

822 Memorial Drive

Address Line 2:

* City:

LEBANON

State:

OH

* Zip:

45036-2396

APPLICATION PROFILE



Application Profile

Application

NIJ Approved Vests

Submit Application

Please enter your application profile information.

APPLICATION PROFILE

Vest Replacement Cycle:

Under normal conditions, the number of years you allow an officer to wear body armor before it is replaced.

Number of Emergency Replacement Needs:

Number of Emergency Replacement Needs cover vests that are potentially defective, vests that have been lost, stolen, or damaged, and vests needed as a result of unanticipated Number of Officer Turnover occurring within the last 3 to 6 months. It DOES NOT include tactical vests or routine agency needs for new or replacement vests unless those vests contain Zylon® and must be replaced immediately.

* Number of Stolen or Damaged

* Number of Officer Turnover

Required fields are denoted by *.

MANAGE APPLICATION



Application Profile

Application

NIJ Approved Vests

Submit Application

Listed below is each of the vests which you included in your application. You may view, change or delete the information shown for each type of vests listed by clicking on its 'Model Name'. To add more vests to your application, please select the "Add Vests To Application" button. If all information is correct, please select the "Proceed To Submit Application" button to continue with the application process.

APPLICATION PROFILE

Participant	WARREN COUNTY
Fiscal Year	2019
Number of Agencies Applied	1
Total Number of Officers for Application	103
Number of Officers on Approved Applications	103

APPLICATION PROFILE

Fiscal Year	2019
Vest Replacement Cycle ⓘ	3
Number of Officers	103
Number of Emergency Replacement Needs ⓘ	
Number of Stolen or Damaged	0
Number of Officer Turnover	0

VIEW/UPDATE APPLICATION

Vests for 2019 Regular Fund

Model Name	Quantity	Specification	Gender	Unit Price	Total Cost
+ BA-3A00S-SX02	11	IIIA	N	\$909.45	\$10,003.95
+ AXIIIA	10	IIIA	M	\$1,928.67	\$19,286.70
+ D1652	10	III	N	\$805.37	\$8,053.70
+ BA-3A00S-SX02F	2	IIIA	F	\$909.45	\$1,818.90
+ Grand Totals	33				\$39,163.25

PROCEED TO SUBMIT APPLICATION

ADD VESTS TO APPLICATION

BANK INFORMATION

All payments are generated through an electronic funds transfer protocol (ACH). Therefore, banking information requested below must be complete and accurate. If you change this information, you will need to resend the revised bank form signed by your bank official to BVP for verification.

* Denotes required fields.

Jurisdiction Name	WARREN COUNTY
Registration Last Updated	May 17, 2019
Bank Status	We received your signed Bank Form on 05/10/2007.

APPLICATION HISTORY

Program ↕	Date Approved	Amount Approved ↕	Funds Available ↕	Deobligation Date	Action
2008 Regular Solicitation	10/28/2008	\$609.36	\$0.00	09/30/2010	View Details
2007 Regular Solicitation	09/13/2007	\$2,263.09	\$0.00	09/30/2011	View Details
2005 Regular Solicitation	08/24/2005	\$10,607.00	\$0.00	09/30/2009	View Details
2001 Regular Solicitation	05/15/2001	\$1,930.33	\$0.00	09/30/2005	View Details
2000 Regular Solicitation	07/10/2000	\$2,817.89	\$0.00	09/30/2004	View Details
1999 Regular Solicitation	12/19/1999	\$6,000.00	\$0.00	09/30/2003	View Details
		Amount Approved	Funds Available		
Totals:		\$24,227.67	\$0.00		

Estimate

05/16/2019

First Spear

First Spear
2015 Corporate 44 Drive
Fenton, MO 63026
UNITED STATES

S92971



Bill To:

WARREN COUNTY OH CSO
822 MEMORIAL DR.
LEBANON, OH 45036
UNITED STATES

Ship To:

WARREN COUNTY OH CSO
822 MEMORIAL DR.
LEBANON, OH 45036
UNITED STATES

Contact: WARREN COUNTY OH CSO

Notes

TERMS

By accepting this quote, you are acknowledging that you have read and agree to the specified terms outlined below.

*PRICING is valid for 90 days.

*LEAD TIME is determined once the purchase order is received.

*ALTERATIONS: All changes, alterations, or additions requires a new quotation. Alternative sizes and/or colors will change the part number, description, and/or pricing. Only items stated on this quote will be included. All Purchase orders must be received with the same items, colors, sizes and quantities quoted to avoid changes in pricing.

*ARMOR is unable to be returned, exchanged, or canceled once purchase order is received. It is the responsibility of the purchaser to confirm fit, form, and function of all armor (if quoted).

*NON-STANDARD/NON-STOCKING ITEMS may require a minimum purchase quantity. All armor, custom cell tags, and other non-standard stocking products (if quoted) are unable to be returned, exchanged, or canceled once purchase order is received.

*SHIPPING costs are not included in this quote, but shipping costs will apply (unless otherwise indicated on quote). Price does not include export fees, customs duties or taxes.

*PAYMENT: If paying via Credit Card, a 3.5% upcharge on the Total Invoice amount will apply. This will not apply to government direct purchases. FirstSpear has the right to refuse credit card as a form of payment for ANY customer. Acceptable alternative payment methods are via ACH, Check, or wire transfer w/ \$50 fee per transfer.

*INTERNATIONAL SHIPMENTS: All armor included in this quote may be subject to an export license from the Dept. of State and Dept. of Commerce. Quote does not reflect any licensing or processing fees to obtain a license, but fees will apply. Lead time may be extended due to the time need to apply for the export license.

Please refer to this quote # when placing your order.

Estimate

05/16/2019

First Spear

First Spear
 2015 Corporate 44 Drive
 Fenton, MO 63026
 UNITED STATES

S92971



 DUNS: 965513901
 CAGE CODE: 68M91
 TAX ID: 27-3575440

Payment Terms	FOB Point	Shipping Terms	Carrier	Ship Service
TBD	Origin	Prepaid & Billed	FedEx	Ground

Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
1	Sale	ESTIMATE POC - Deputy Scott Williams 513-266-4536 Scott.williams@wcsooh.org CSR: EH	\$ 0.00	1 ea	\$ 0.00
2	Kit	500-12-00013-5001-53 - Strandhogg™, MBAV Plate Carrier, 6/12™, Tubes™, Black, Large/Extra-Large	\$ 347.86	4 ea	\$ 1,391.44
5	Sale	500-17-00301-000-53 - NIJ 06 Level IIIA Soft Armor (AXIIIA) MBAV (Front/Back) LG/XL	\$ 515.00	4 Set-F/B	\$ 2,060.00
6	Sale	500-17-00318-000-06 - NIJ 06 Level IIIA Soft Armor (AXIIIA) LE Overlap Cumberbund (Set of Two) 2XL	\$ 279.00	4 ST-2	\$ 1,116.00
7	Sale	500-15-00069-5001-00 - MASS Collar, Black	\$ 0.01	4 ea	\$ 0.04
8	Sale	500-17-00311-000-00 - NIJ 06 Level IIIA Soft Armor (AXIIIA) MASS Collar	\$ 149.99	4 ea	\$ 599.96
9	Sale	500-15-00073-5001-00 - MASS Throat Guard, Black	\$ 0.01	4 ea	\$ 0.04
10	Sale	500-17-00312-000-00 - NIJ 06 Level IIIA Soft Armor (AXIIIA) MASS Throat	\$ 149.99	4 ea	\$ 599.96
11	Sale	500-15-00392-5001-00 - MASS Shoulder Pads, Set, One-Wrap Attachment, Black	\$ 0.01	4 ea	\$ 0.04
12	Sale	500-17-00313-000-00 - NIJ 06 Level IIIA Soft Armor (AXIIIA) MASS Shoulder (Set of Two)	\$ 200.99	4 ST-2	\$ 803.96
13	Sale	500-15-00071-5001-00 - MASS Biceps, Set, Black	\$ 0.01	4 ea	\$ 0.04
14	Sale	500-17-00314-000-00 - NIJ 06 Level IIIA Soft Armor (AXIIIA) MASS Bicep (Set of Two)	\$ 370.99	4 ST-2	\$ 1,483.96
15	Sale	500-15-00110-5001-00 - Groin Protector, 6/12, Black	\$ 0.01	4 ea	\$ 0.04
16	Sale	500-17-00316-000-00 - NIJ 06 Level IIIA Soft Armor (AXIIIA) FS Groin	\$ 252.99	4 ea	\$ 1,011.96
17	Kit	500-12-00013-5004-53 - Strandhogg™, MBAV Plate Carrier, 6/12™, Tubes™, MultiCam, Large/Extra-Large	\$ 365.36	6 ea	\$ 2,192.16

Estimate

05/16/2019

S92971

First Spear

First Spear
 2015 Corporate 44 Drive
 Fenton, MO 63026
 UNITED STATES



Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
20	Sale	500-17-00301-000-53 - NIJ 06 Level IIIA Soft Armor (AXIII) MBOV (Front/Back) LG/XL	\$ 515.00	6 Set-F/B	\$ 3,090.00
21	Sale	500-17-00318-000-06 - NIJ 06 Level IIIA Soft Armor (AXIII) LE Overlap Cummerbund (Set of Two) 2XL	\$ 279.00	6 ST-2	\$ 1,674.00
22	Sale	500-15-00069-5004-00 - MASS Collar, MultiCam	\$ 0.01	6 ea	\$ 0.06
23	Sale	500-17-00311-000-00 - NIJ 06 Level IIIA Soft Armor (AXIII) MASS Collar	\$ 151.99	6 ea	\$ 911.94
24	Sale	500-15-00073-5004-00 - MASS Throat Guard, MultiCam	\$ 0.01	6 ea	\$ 0.06
25	Sale	500-17-00312-000-00 - NIJ 06 Level IIIA Soft Armor (AXIII) MASS Throat	\$ 151.99	6 ea	\$ 911.94
26	Sale	500-15-00392-5004-00 - MASS Shoulder Pads, Set, One-Wrap Attachment, Multicam	\$ 0.01	6 ea	\$ 0.06
27	Sale	500-17-00313-000-00 - NIJ 06 Level IIIA Soft Armor (AXIII) MASS Shoulder (Set of Two)	\$ 203.99	6 ST-2	\$ 1,223.94
28	Sale	500-15-00071-5004-00 - MASS Biceps, Set, MultiCam	\$ 0.01	6 ea	\$ 0.06
29	Sale	500-17-00314-000-00 - NIJ 06 Level IIIA Soft Armor (AXIII) MASS Bicep (Set of Two)	\$ 376.99	6 ST-2	\$ 2,261.94
30	Sale	500-15-00110-5004-00 - Groin Protector, 6/12, MultiCam	\$ 0.01	6 ea	\$ 0.06
31	Sale	500-17-00316-000-00 - NIJ 06 Level IIIA Soft Armor (AXIII) FS Groin	\$ 255.99	6 ea	\$ 1,535.94

Subtotal:	\$ 22,869.60
Sales Tax:	\$ 0.00
Total:	\$ 22,869.60

Approval: _____ Date: _____

DEFENDER DEPOT, LLC

22350 Brookpark Road #26105
 Fairview Park, Ohio 44126
 216-288-9313 / sales@defenderdepot.com

QUOTE DD190515

DATE: 5/15/19

SUBMITTED TO:

Warren County Sheriff Office
 Lt. Scott Williams
 4900 Parkway Drive, Suite 100, Mason , Ohio 45040
 513-701-1800 | scott.williams@wcooh.org

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	TERMS
TH			BEST WAY	DUE ON RECEIPT

QTY	DESCRIPTION	UNIT PRICE	TOTAL
10	Duritium III+PS Ballistic Plate by ShotStop D1652PCS SE3+10x12SCPS 10" x 12" x .9" Single-Curve, SAPI Cut (SE) 15 yr. Warranty	\$314.99	\$3,149.90
10	Duritium III+PS Ballistic Plate by ShotStop D1652PCS SH3+10x12SCPS 10" x 12" x .9" Single-Curve, Shooters Cut (SH) 15 yr. Warranty	\$283.49	\$2,834.90
20	Duritium III+PS Ballistic Plate by ShotStop D1652PCS SE3+8x5SCPS 8" x 5" x .9" Single-Curve, Full Size Cut (FS) 15 yr. Warranty	\$103.94	\$2,078.80
SUBTOTAL			\$8,063.60
SALES TAX			
S & H			\$130.00
TOTAL DUE			\$8,193.60

Comments or special instructions:

This Quote is good for 120 days. If your Agency is Tax Exempt, please submit your Tax Exempt form, otherwise Sales Tax will be included on your invoice.

If you have any questions concerning this invoice, contact Tod Hulse at sales@defenderdepot.com or 216-288-9313

Thank you for your business!

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0614

Adopted Date May 21, 2019

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE-PRESIDENT OF THIS BOARD TO SIGN THE FY 2020 RECLAIM APPLICATION THROUGH THE STATE OF OHIO DEPARTMENT OF YOUTH SERVICES ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President and/or Vice President of this Board to sign the FY 2020 RECLAIM application through the State of Ohio Department of Youth Services, effective July 1, 2019 to June 30, 2021, on behalf of the Warren County Juvenile Court; and

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

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp

cc: c/a—Ohio Department of Youth Services
Juvenile Court (file)
Ohio Department of Youth Services
OGA

OHIO DEPARTMENT OF YOUTH SERVICES

JUVENILE COURT GRANT AGREEMENT AND FUNDING APPLICATION

(Submit original to the Bureau of Subsidies & Grants by June 3, 2019)

This Grant Agreement and Funding Application is made and entered into by and between the State of Ohio, Department of Youth Services (herein referred to as "Department"), and the Warren County Board of County Commissioners (herein referred to as "County") on behalf of the Warren County Juvenile Court (herein referred to as "Juvenile Court"). The Department will provide the base and variable allocations for each fiscal year for the biennial period beginning July 1, 2019, and ending June 30, 2021, subject to the terms and conditions of this agreement.

TERMS AND CONDITIONS

Eligibility

This Grant Agreement and Funding Application must be signed by the Administrative Judge and President of the County Commissioners or County Executive. A copy must be submitted to the local Ohio Family and Children First Council. The program shall include a method of assuring equal access for minority youth to the programs, care, and services provided through this grant.

Program Performance:

- 1) The Juvenile Court agrees to provide prevention, treatment, and rehabilitation programs for alleged or adjudicated unruly and delinquent children or children at risk of becoming unruly and delinquent children, inclusive of alternatives to commitment of youth to the Department.
- 2) The Juvenile Court agrees to provide early intervention, treatment and rehabilitation programs for youth adjudicated delinquent, unruly, or juvenile traffic offenders as outlined in this Agreement.
- 3) The Juvenile Court agrees to develop effective programs for youth, which preserve their rights and dignity. Program activities must be safe, productive, humane, and adequately supervised.
- 4) The Juvenile Court agrees to refer to the Standard Program Areas included with this Agreement when developing programs. If a court wishes to develop a program not found in the Standard Program Areas, it shall contact the Bureau of Subsidies and Grants to request that a new Standard Program Area be created.
- 5) If funds are used to place youth in a detention facility or community rehabilitation center the facility must meet the Ohio Department of Youth Services Standards for Detention Centers or Standards for Community Residential Centers, or be accredited by the American Correctional Association, or adhere to OJDPA standards
- 6) If funds are used to place youth in a community corrections facility, the facility must meet the Ohio Department of Youth Services Standards for Community Residential Centers.

- 7) If funds are used to provide out of home placement of youth in a facility other than those identified in (5) or (6) above, the facility must be certified by a state agency with certification, licensure, or approval authority, including, but not limited to, the Department of Youth Services, Department of Job and Family Services, Department of Education, Department of Mental Health, or Department of Mental Retardation and Developmental Disabilities, or be accredited by the American Correctional Association.
- 8) The Juvenile Court agrees to participate in any program and fiscal monitoring conducted by or on behalf of the Department.
- 9) The Juvenile Court agrees to monitor and evaluate all programs funded through this grant.
- 10) If the Juvenile Court fails to submit the required data reporting forms or other documentation, the Department shall not make base or variable allocation payments to the county until the required information is received.
- 11) If a variable allocation payment is withheld due to failure to submit required reports and those reports are not submitted within 180 days of the due date, then the payment shall not be made to the county.
- 12) The Juvenile Court shall complete and submit with the Funding Application the Individual Program Performance Measures in Attachment B of this Agreement.
- 13) Describe the methods employed to ensure equal access of minority youth to grant programs:

All children and families seen by our Court are treated
fairly and have equal access to all services and programs.

14) First Year (FY 2020) Goals:

- a) Projected number of admissions to DYS in FY 2020: 2
- b) Projected number of admissions to a CCF in FY 2020: 3

Fiscal Accountability:

1. The Juvenile Court shall complete Attachment A of this Agreement.
2. Funds shall be used only for the provision of direct services to youth and for administrative costs associated with the direct services provided.
3. Administrative costs charged to a program are limited to those essential to the administration of the program; indirect costs charged by the county are unallowable within the grant.
4. Funds shall be deposited into the county Felony Delinquent Care and Custody Fund.
5. Funds received by the Juvenile Court shall not be commingled with any other funds.
6. All expenditures must be directly related to the approved programs identified in this Agreement.
7. The Juvenile Court shall maintain files on all contracts funded with grant funds, which shall be made available to DYS upon request.
8. Funds shall not be used for capital construction projects in a total amount exceeding 15% of the base allocation for the current fiscal year. No variable funds may be used for capital construction projects.
9. If any cash balance exists at the end of the state fiscal year, it shall be carried over into the next fiscal year within the Felony Delinquent Care and Custody Fund and shall not be reverted to the county's general fund.
10. Funds shall be in addition to, and shall not be used to reduce, any usual annual increase in county funding that the Juvenile Court is eligible to receive, or the current level of county funding of the Juvenile Court, and of any programs or services for delinquent children, unruly children, juvenile traffic offenders, or non-adjudicated youth supported by county moneys.
11. Funds shall be in addition to, and shall not be used to supplant, any existing county funds.
12. Reimbursement for training and travel costs is limited to that which relates to court services to youth. Records for these expenses shall be maintained.
13. Should a county employee be employed and paid by the subsidy grant in addition to his/her full-time job, the work must be performed on the employee's own time outside of his/her core hours for the other job and compensation must be reasonable and consistent with fair market value. Hours worked for both jobs must be clearly documented.
14. Overtime premiums paid to court employees must be prorated among the various activities of the employee and may not be charged exclusively to grant funds unless the employee works full time on the grant. Overtime rates can be paid only if, and in proportion to the time, the employee worked on the grant during the relevant time period.
15. At the time of separation from employment, the Department will only recognize accrued vacation/sick leave expense liability in proportion to the percentage of the employment period during which the employee was employed in programs funded by the grant and paid from grant funds, pursuant to statutory and county policy limits.
16. All obligations must be incurred by June 30th of each State Fiscal Year and liquidated by September 30th of the following State Fiscal Year, excepting unemployment and worker's compensation expenses.

17. Expenditures shall not exceed an approved program or approved program line item by twenty percent or five thousand dollars, whichever is less. An amendment must be submitted for the Department's prior approval for any expense which would exceed these limits or which would alter the nature of the program.
18. Up to one thousand dollars may be moved between or within programs into an approved program line item. In such cases, the court shall submit amended budget forms to the Department. Transfers of more than one thousand dollars require that an amendment be submitted to the Department for approval prior to the transfer of funds.
19. Cost of equipment, property, services or any other budgeted items must be at fair market value, or that which would be paid by a prudent buyer in a given community.
20. All purchases are subject to county purchasing policies and procedures, except that purchases of direct service for youth do not have to be competitively bid. If no county purchasing procedures exist, state purchasing procedures as outlined in the Ohio Revised Code shall be followed.
21. Proper inventory schedules must be maintained for all equipment purchased with grant funds, including the following information for all equipment: number, purchase price, date of acquisition, vendor, condition and location.
22. County-established guidelines will be used for the salvage of unusable, damaged, and/or non-repairable equipment taken out of the juvenile court or programs funded by the grant. If no county guidelines exist, state guidelines shall be followed.
23. The Department shall suspend funding to a Subsidy Grant funded program if it finds failure to comply with the Ohio Revised Code or administrative rules promulgated by the Department.

Audits and Monitoring

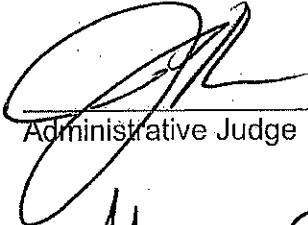
1. The Juvenile Court shall submit tracking forms, statistical information and other reports on forms and according to the time frame established by the Department.
2. The Juvenile Court shall maintain records as needed to allow the Department or its designee to conduct program monitoring and evaluation.
3. The Juvenile Court shall, in writing, request the Auditor of State to perform additional procedures as part of the audit performed under Section 117.11 of the Ohio Revised Code, and shall provide a copy of applicable sections of the audit report to the Department upon request. The cost of performing the additional audit procedures shall be paid from the Felony Delinquent Care and Custody Fund. The scope of the additional procedures shall include legal compliance with Sections 5139.34 and 5139.43 of the Ohio Revised Code and Chapter 5139-67 of the Ohio Administrative Code, and examination of revenues and expenditures, cash balance, outstanding obligations and internal controls.
4. The Department may perform an audit of the county Felony Delinquency Care and Custody Fund. When a county is selected for audit, the Department will perform an audit of the fiscal records in accordance with generally accepted auditing standards, including such tests of the funding records and such auditing procedures considered necessary under the circumstances. The scope of the audit will encompass, but may not be limited to, an examination of the financial transactions, funds and reports

- pertaining to the approved programs and an evaluation of compliance with the established rules and Grant Agreement.
5. Upon completion of the audit examinations, the Department shall issue an audit report which shall include a statement regarding the expenditures of funds and compliance with applicable regulations and the Grant Agreement, and with approved program amendments.
 6. Within one hundred twenty (120) days of the date the Department conducts an audit, the Department shall, in writing, notify the Administrative Juvenile Judge of its intention to take exception to any of the actual costs therein reported. The County Fiscal Agent shall be required to refund to the Department from the county general revenue fund the amount of the exception to the reported costs within forty-five (45) days unless an appeal of the exception is filed.
 7. If, within forty-five (45) days of the date of the Department's notification to take exception, the Administrative Juvenile Judge or Board of County Commissioners does not file with the Department a request for appeal, the action proposed in the Department's notification shall be final and binding. If an appeal is filed, the Director of the Department shall notify the juvenile court regarding the decision of the appeal within forty-five (45) days from its receipt. The actions proposed in the Department's notifications may be made final and binding before the expiration of the forty-five days within which the county may appeal if the Administrative Juvenile Judge and the Board of County Commissioners waive, in writing, the provisions of this paragraph. If the determination is made that the appeal of the exception is denied, the County Fiscal Agent shall be required to refund to the Department from the county general revenue fund the amount of the exception to the reported costs within thirty (30) days of notification of the appeal decision.
 8. If the County Fiscal Agent fails to repay the amount of the exception as provided in numbers (6) and/or (7) above, the amount will be deducted from the Juvenile Court's future base or variable payments.
 9. The Juvenile Court shall, with reasonable advance notice, provide the Department or its designee with access to records, including any or all documents related to the Felony Delinquent Care and Custody Fund.
 10. The Juvenile Court shall maintain accurate, legible and current fund records which indicate all income and expenditures related to the Felony Delinquent Care and Custody Fund.
 11. The Juvenile Court shall support all income and expenditures with documentation to provide a clear audit trail for every transaction.
 12. The Juvenile Court shall maintain all records related to this Agreement until the Department has accepted a final closing expenditures report for the last year for which the record documents or supports a cost or expenditure, or for three years, whichever is longer.

Certification of Program Compliance and Non-Supplanting of Funds:

We certify that this program is in compliance with applicable sections of Ohio Revised Code, Sections 5139.34 and 5139.41 - 5139.44, and the Administrative Rules promulgated by the Department and will comply with all laws, including those involving ethics and all executive orders. A copy of this agreement has been submitted to the local Ohio Family and Children First Council.

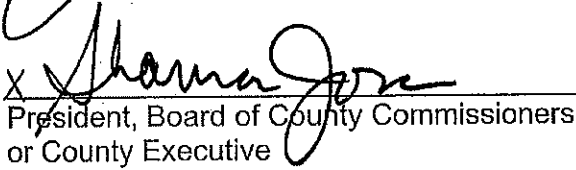
Authorized Signatures:



Administrative Judge

5/15/19

Date

X 

President, Board of County Commissioners
or County Executive

5/21/19

Date

Approval:

Director, Department of Youth Services

Date

**Fiscal Accountability
Attachment A Page 1**

County: <u>Warren</u>	
Allocations	
FY 2020 Tentative Base Allocation (YSG/510)	(1A) \$ 287,394.00
FY 2020 Tentative Variable Allocation (RECLAIM/401)	(2A) \$ 773,854.53
FY 2020 Supplemental RECLAIM Allocation	(3A) \$ _____
FY 2020 Targeted RECLAIM Allocation	(4A) \$ _____
FY 2020 Competitive RECLAIM Allocation	(5A) \$ _____
FY 2020 JDAI Allocation	(6A) \$ _____
FY 2020 Y/E EVB Program Development Allocation	(7A) \$ _____
Allocations Subtotal	(A) \$ 1,061,248.53
Tentative Carryover Balance as of 6/30/19 and Carryover Limit	
Subsidy Grant Carryover (YSG + RECLAIM)*	(1B) \$ 196,302.49
Targeted RECLAIM Carryover	(2B) \$ _____
Competitive RECLAIM Carryover	(3B) \$ _____
JDAI Carryover	(4B) \$ 48,853.39
Detention Alternatives and Enhancements Carryover	(5B) \$ _____
Y/E EVB Program Development Carryover (Include any former HB-153 Funds)	(6B) \$ 2,100.00
Tentative Carryover Subtotal	(B) \$ 247,255.88
Carryover Limit	(C) \$ 203,211.98
<i>(25% of Total FY 2018 RECLAIM and Youth Services Grant Allocations)</i>	
Exemptions	
Subsidy Grant Carryover Exemption (YSG + RECLAIM)*	(1D) \$ _____
Targeted RECLAIM Exemption	(2D) \$ _____
Competitive RECLAIM Exemption (max 25% of Line 5A)	(3D) \$ _____
JDAI Exemption	(4D) \$ 48,853.39
Detention Alternatives and Enhancements Exemption	(5D) \$ _____
Y/E EVB Program Development Exemption	(6D) \$ 2,100.00
Total Exemptions	(D) \$ 50,953.39
Withholdings	
Subsidy Grant (YSG + RECLAIM)*	(1E) \$ _____
Targeted RECLAIM	(2E) \$ _____
Competitive RECLAIM	(3E) \$ _____
JDAI	(4E) \$ _____
Detention Alternatives and Enhancements	(5E) \$ _____
Y/E EVB Program Development	(6E) \$ _____
Withholding Estimate (to be withheld from FY 2020 payments)	(E) \$ -
Available Program Funds	
Subsidy Grant (YSG + RECLAIM)*	(1F) \$ 1,257,551.02
Targeted RECLAIM	(2F) \$ _____
Competitive RECLAIM	(3F) \$ _____
JDAI	(4F) \$ 48,853.39
Detention Alternatives and Enhancements	(5F) \$ _____
Y/E EVB Program Development	(6F) \$ 2,100.00
Total Available FY 2020 Program Funds	(F) \$ 1,308,504.41
Estimated Program Costs	
Subsidy Grant Estimated Program Costs (YSG & RECLAIM)*	(1G) \$ 1,076,809.73
Targeted RECLAIM Estimated Program Costs	(2G) \$ _____
Competitive RECLAIM Estimated Program Costs	(3G) \$ _____
JDAI Estimated Program Costs	(4G) \$ 48,853.39
Detention Alternatives and Enhancements Costs	(5G) \$ _____
Y/E EVB Program Development Costs	(6G) \$ 2,100.00
Total Estimated FY 2020 Expenditures	(G) \$ 1,127,763.12
Unallocated Funds	
Subsidy Grant Unallocated (YSG & RECLAIM)*	(1H) \$ 180,741.29
Targeted RECLAIM Unallocated	(2H) \$ _____
Competitive RECLAIM Unallocated	(3H) \$ _____
JDAI Unallocated	(4H) \$ 0.00
Detention Alternatives and Enhancements Unallocated	(5H) \$ _____
Y/E EVB Program Development Unallocated	(6H) \$ 0.00
Total Unallocated Funds	(H) \$ 180,741.29
<i>* Supplemental Allocation Included in RECLAIM amount</i>	

**Ohio Department of Youth Services
Subsidy Grant Carryover Exemption Form
DUE JUNE 3, 2019**

A request to exempt funds exceeding the carryover balance limit must be received by June 3, 2019, with the FY 2020 Subsidy Grant Agreement and Funding Application Update. This is the only opportunity to request an exemption to the June 30, 2019 carryover limit.

Juvenile Court:	Warren
FY 2018 Total Allocation x 25% (.25) (RECLAIM Ohio + Youth Services Grant) x (.25)	(a) \$ <u>203,211.98</u>
Estimated FY 2019 Carryover Balance (Estimate June 30, 2019)	(b) \$ <u>247,255.88</u>
Amount of FY 2019 Carryover Balance (line b) exceeding the Carryover Limit (line a) subject to withholding. (Line b - Line a)	(c) \$ <u>44,043.90</u>
Amount requested to be exempted (Amount cannot exceed the amount on line c)	(d) \$ <u>50,953.39</u>

Reason for Exemption Request:

Our Court has \$48, 853.39 dollars of JDAI money to carry over as well as \$2100 of Y/E EVB money. That total equals \$50953.39. Our RECLAIM Ohio and Youth Services Grant dollars (196,302.49) do not exceed the carry over limit so no exemption is required for them.

SPENDING PLAN: Complete and attach the page 2 of this request form and include the following information. The plan must include (1) the activity purpose/primary intervention in which the funds will be spent during FY 2020, (2) details of how the funds will be spent within the program/activity (3) the operational need for each expenditure, and (4) a timeline for the expenditure of the funds. If the exemption request is granted, the amount exempted is to be reported in FY 2020 Grant Agreement and Funding Application Update, Attachment A, page 1, Section (D), under the funding source of the exempted funds and added to the total estimated program costs on Attachment A, page 1, section (G) under the appropriate funding source.

**Ohio Department of Youth Services
Subsidy Grant Carryover Exemption Form
DUE JUNE 3, 2019**

Exempted Amount Requested \$ 50,953.39

Funding Category	Activity Purpose	Local Program Name	Amount
JDAI	Behavioral Change	Intensive Home Based	\$ 45,000.00
JDAI	Grant Administration	JDAI	\$ 3,853.39
PREV Program Development	Grant Administration	Probation Transformation Training	\$ 2,100.00

Spending Plan Details

(please detail how funds will be spent and include a timeline of when the exempted funds will be expensed)

Local Program Name: Intensive Home Based
The majority of these funds (\$45,000) will be spent to fund a portion of our contract to provide intensive home based services to youth and their families in our County throughout FY 20.

Local Program Name: JDAI
Funds in the amount of \$3853.39 have been allocated to be spent this fiscal year to continue to enhance and implement the JDAI initiative in our County which could include paying for travel/training for staff and community members.

Local Program Name: Probation Transformation Training
Our Court was allocated \$6000 at the end of FY 19 to host four probation transformation trainings for the Southwest Ohio region. Three of them took place in FY 19, however one will take place in FY20. As such these funds will be used to pay for breakfast/lunch for training participants.

Local Program Name: _____

Local Program Name: _____

Local Program Name: _____

SUBSIDY GRANT NARRATIVE
BEHAVIORAL CHANGE
INDIVIDUAL YOUTH TRACKING REQUIRED

BEHAVIORAL CHANGE PROGRAMS/RESEARCH SUPPORTED ACTIVITIES DESIGNED TO PREVENT PENETRATION/FURTHER PENETRATION INTO THE JUVENILE JUSTICE SYSTEM

REQUIREMENTS:**Behavioral Change Programs**

- There are two categories of Behavioral Change Programs – **EvB** and **Hybrid**. Use the **EvB** designation if your behavioral change program is a model or evidenced-based program that is research-cited in at least one of the national registries of evidence-based programs like Crime Solutions, Blueprints, or SAMHSA. Use the **Hybrid** designation if your program is research-informed. These programs typically borrow from, or bundle research-cited programs modifying the developer(s) original model(s).
- Programs designated as **EvB** must adhere to the developers' program and quality assurances requirements.
- All **Hybrid** programs (typically homegrown) must develop and adhere to comparable program adherence expectations.
- Has pre-defined program completion expectations and measureable youth success outcomes minimally measured 12 months post program termination.
- DYS requires that all individual youth outcomes be locally maintained and electronically submitted.

PROGRAM INFORMATION

County Name	Warren County Juvenile Court	Projected Start Date	7-01-19
Local Program Name	Residential Treatment - Mary Haven Youth Center		
Primary Service Location	Residential	Activity Purpose	Behavioral Change Program
Domain of Interest (Check All That Apply)	<input checked="" type="checkbox"/> Juvenile Justice <input type="checkbox"/> Low Risk Youth (Diversion or Adjudicated) <input checked="" type="checkbox"/> Behavioral Health <input type="checkbox"/> Human Trafficking		
Primary Intervention(s)	MATRIX, Pathways, Circle of Courage (Response Ability Pathways)		
Research Evidence	<input type="checkbox"/> EvB – Research Cited <input checked="" type="checkbox"/> Hybrid – Research Informed		
Research Source	If EVB, cite the source here. (Citing the source is required)		
Quality Assurance Provider	<input checked="" type="checkbox"/> Court <input type="checkbox"/> Contracted		

TARGET POPULATION

Sex	Males/Females	Offense Level	Misdemeanor & Felony
Race/Ethnicity	All	Projected # Youth / Families to be Served	Youth/Families 50 Drop-Down Required Field Enter # Here

Age Range	13-18	Average # of Direct Service Hours per Youth/ Family	Youth 50 hrs/stage Family 1-2 hr. biweekly
OYAS Risk Level(s) at Admission	Moderate-High	Projected # of Completion Successes	Youth 45 Family 0
Screens and Assessments	OYAS Dispositional Tool/Residential Tool/OYAS Reentry Tool (all) MAYSI – 2 (all) CTES-A: Childhood Trust Events Survey – Adolescents (all) URICA: University of Rhode Island Change Assessment Scale (AOD population) - initial and reassessment JSOAP-II (JSO population) - initial and reassessment Beck Youth Inventory		

EXPECTED PROGRAM OUTCOMES

Primary Outcome (Outcome to be Tracked for Annual Report):

75% of residents will not acquire any new delinquency charges 12 months following termination from the program.

Second Outcome (Optional):

85% of residents will remain in their current home 12 months following termination from the program.

Additional Outcome (Optional):

Enter additional outcome

PROGRAM DESCRIPTION

At a minimum, the Program Description should include:

- 1.) The quantifiable primary purpose(s) for the program, and the expected short-term outcomes.
- 2.) How are youth admitted/referred, what are the primary services provided and/or skills taught, as well as the domain of interest(s) targeted. Describe the process from referral to termination.
- 3.) The frequency of contact with program participants and average duration of services (or range).
- 4.) Measures of success – how does the program determine successful completion, how is youth progress monitored, what incentives or rewards are used.

1. The purpose of the program is to have successful integration into the family and community to include no further delinquent charges as well as to decrease level of risk pertaining to contributing offense (i.e. overall criminogenic risk/risk for sexual offending). Graduation of the program is measured by completion of the stages – daily behavioral tracking and weekly treatment goals, as well as Individualized Case Plan Goals and Objectives set within the initial 30 days of placement. Expected short-term outcomes include successful transitions into community placement (relative, foster) measured by compliance with probation terms and no further delinquent charges.

2. Youth are court ordered to have an assessment to see if they are appropriate for our Mary Haven Residential Program. The target population is youths that have been adjudicated on misdemeanor or felony charges and present a risk to live in the community. During this assessment information is gathered regarding the youth's family, D&A usage, mental health status, and legal history. The following assessments are also administered for this assessment: OYAS Dispositional tool, CTES-A which looks at adverse childhood experiences, and a mental health screen, the BECK Youth Inventory. Depending on their level of risk and presenting protective factors, youth may be recommended for the First Step or Full program commitment (completion of first stage - Belonging vs. completion of all four stages - referenced below). A youth must be court ordered to receive treatment in this program.

The program is based on the Circle of Courage model which is divided into four stages of progress: Belonging, Mastery, Independence, and Generosity. The following Circle of Courage groups are provided: Skill Streaming, Group Building, Stage Discussion Groups, and Treatment Goal Groups. Clinical staff and Youth Care Specialists co-facilitate these Circle of Courage groups as well as several other groups with the youth. Youth Care Specialists are also responsible for daily direction that is necessary to assist and direct the youth with their behavior and progress in the program. This information is documented in daily log sheets by Youth Care Specialists.

If applicable, treatment group for problem sexual behaviors is also provided as well as substance abuse groups, trauma grief component therapy, and various other treatment groups.

Each youth attends a full day of classroom education from onsite teachers, a total of 5.5 hours daily.

3. Each of the four stages of development will take a minimum of 35 days to complete. The average length of stay in the program is 5 months for general delinquency, and 6-8 months for youth in the track for problem sexual behaviors. Youth receiving treatment for problem sexual behaviors are maintained in an aftercare group for six months post-release from the residential program. Classroom education is provided Monday-Friday from 7:30am-2:50pm. Each afternoon youth receive between 2-4 hours of programming as well 1-2 hours of physical education and are provided three meals a day as well as a snack.

4. Youth are expected to maintain appropriate behavior through measurable objectives on daily reports: Youth will establish their own weekly treatment goals which may include enhanced participation in group settings, reduction of mental health symptoms, and improved quantity and quality of family interactions. Completion of daily objectives and goal achievement are awarded by Youth Care and Treatment Staff. Based upon weekly goal achievement, residents are eligible for a variety of rewards/incentives as they advance in levels. These include, but are not limited to, home passes, field trips, community service outings, and greater access to personal items (i.e. radio, clothing).

Depending on the treatment track assigned, Youth are expected to display knowledge of the fundamental concepts presented in their targeted curriculum (MATRIX model for AOD; Pathways for JSO). The MAYSI-2 is utilized to measure changes in several domains to include, but not limited to: AOD symptoms, Depression, and Anxiety; the BECK Youth Inventory is added if more detailed mental health measures are warranted. The URICA is utilized to assess the youth's stage of change in regards to their AOD use, which ideally has progressed to the Preparation stage or beyond. The JSOAP-II is utilized to measure a reduction in the dynamic scales – primarily the Intervention scale which targets an understanding and application of risk management decisions. Case reviews are utilized to measure the youth's progress and adherence to goals/objectives.

Family members complete an anonymous MHYC Satisfaction Survey post-graduation which measures quality of services provided during placement.

QUALITY ASSURANCE

Superintendent and Director of Court Clinic monitor the completion of treatment components, which includes case monitoring through our case management system and tracking records. Daily group completion/participation is tracked, as well as adherence to standards of weekly individual sessions and biweekly family sessions. Within the treatment tracks, completion of sessions is also monitored through tracking sheets (TGCTA, Matrix, Pathways). Annual audits are completed through the Department of Youth Services and the DYS Juvenile Sex Offender Board, to uphold the standards to the OAC rules.

Family members complete an anonymous MHYC Satisfaction Survey post-graduation which measures quality of services provided during placement.

Additional behavioral changes will be measured throughout the program (at each treatment review) as documented through the MAYSI-2, JSOAP, URICA and BECK (aforementioned). The Ohio Youth Assessment System is utilized at intake and re-entry to examine criminogenic risk and level of care required for community integration. As both the JSOAP and OYAS include historical data which will not change, change reduction will be highlighted in the dynamic factors only.

Annual statistics reflecting recidivism will be monitored. Residents' court involvement will be tracked one year post-release.

Team meetings occur that include program staff and probation officers when a youth is getting ready for release. Case notes are routinely completed by program staff and inputted into the Court's case management system. A discharge summary is also prepared for each youth that discusses their progress in the program and discharge needs.

PROGRAM CONTACT INFORMATION

Name, Title	Jennifer Biggs, Superintendent
Agency	Warren County Juvenile Court/Mary Haven Youth Center
Agency Address	900 Memorial Drive, Lebanon OH 45036
Phone Number	513-695-1613
E-mail	Jennifer.Biggs@co.warren.oh.us

QUALITY ASSURANCE CONTACT INFORMATION

Name, Title	Kevin Kincer, Information Technology/DATA Analyst
Agency	Warren County Juvenile Court
Agency Address	900 Memorial Drive, Lebanon OH 45036
Phone Number	513-695-2845
E-mail	kevin.kincer@co.warren.oh.us

Staff Positions Budget Form

COUNTY: Warren

FUNDING SOURCE: Subsidy Grant

Activity Purpose Behavioral Change Hybrid

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
Kim Ryan	Youth Care Specialist	Existing	1040	\$21.71	\$ 22,578.40
Kim Ryan	Youth Care Specialist	Existing	1040	\$22.36	\$ 23,254.40
Vicki Shaw-Hoskins	Youth Care Specialist	Existing	1040	\$21.71	\$ 22,578.40
Vicki Shaw-Hoskins	Youth Care Specialist	Existing	1040	\$22.36	\$ 23,254.40
Donna Meade	Administrative Assistant	Existing	1040	\$17.17	\$ 17,856.80
Donna Meade	Administrative Assistant	Existing	1040	\$17.69	\$ 18,397.60
TOTAL STAFF POSTIONS					\$ 127,920.00
Fringe Benefits					
Type	OPERS			\$ 17,908.80	
Type	Medicare			\$ 1,854.84	
Type	Worker's Compensation			\$ 2,558.40	
Type	Health/Life Insurance			\$ 43,373.00	
TOTAL FRINGE BENEFITS					\$ 65,695.04
TOTAL STAFF and FRINGE BENEFITS					\$ 193,615.04
Budget Narrative - Describe the services that the positions will provide.					
Youth Care Specialists admister the program offering correction and feedback as appropriate. They are considered "line staff" of the program.					
The Administrative Assistant offers supportive/clerical services for the Superintendent and other various administrative staff.					

Staff Positions Budget Form

COUNTY: Warren

FUNDING SOURCE: Subsidy Grant

Activity Purpose Behavioral Change Hybrid

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

<u>Name</u>	<u>Title</u>	<u>New or Existing</u>	<u>Number of Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Alyssa Barr	Youth Care Specialist	Existing	2080	\$15.50	\$ 32,240.00
Peter Highley	Youth Care Specialist	Existing	2080	\$15.50	\$ 32,240.00
TOTAL STAFF POSTIONS					\$ 64,480.00
Fringe Benefits					
Type	OPERS			\$ 9,027.20	
Type	Medicare			\$ 934.96	
Type	Worker's Compensation			\$ 1,289.60	
Type	Health/Life Insurance			\$ 15,295.00	
Type					
TOTAL FRINGE BENEFITS					\$ 26,546.76
TOTAL STAFF and FRINGE BENEFITS					\$ 91,026.76
Budget Narrative - Describe the services that the positions will provide.					
ts administer the program offering correction and feedback as appropriate. They are considered "line staff" of the program. Some Youth Care Specialist are also trained to lead educational gr					

Staff Positions Budget Form

COUNTY: Warren

FUNDING SOURCE: Subsidy Grant

Activity Purpose Behavioral Change Hybrid

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
Russell Dixon	Youth Care Specialist	Existing	1040	\$17.14	\$ 17,825.60
Russell Dixon	Youth Care Specialist	Existing	1040	\$17.66	\$ 18,366.40
Nicole Stover	Youth Care Specialist	Existing	2080	\$15.50	\$ 32,240.00
S. Joel Jacobs	Transition Coordinator	Existing	1040	\$20.45	\$ 21,268.00
S. Joel Jacobs	Transition Coordinator	Existing	1040	\$21.06	\$ 21,906.04
Harry Lyons	Youth Care Specialist	Existing	1040	\$17.85	\$ 18,564.00
Harry Lyons	Youth Care Specialist	Existing	1040	\$18.39	\$ 19,120.92
TOTAL STAFF POSTIONS					\$ 149,290.96
Fringe Benefits					
Type	OPERS				\$ 20,900.73
Type	Medicare				\$ 2,164.72
Type	Worker's Compensation				\$ 2,985.82
Type	Health/Life Insurance				\$ 49,193.00
Type					
TOTAL FRINGE BENEFITS					\$ 75,244.27
TOTAL STAFF and FRINGE BENEFITS					\$ 224,535.23
Budget Narrative - Describe the services that the positions will provide.					
Youth Care Specialists administer the program offering correction and feedback as appropriate. They are considered "line staff" of the program.					
The Transition Coordinator helps youth who are exiting residential placement back into the community, and provides intervention and support for youth in the day school program.					
This person also completes various assessments for the Court Clinic as needed.					

Staff Positions Budget Form

COUNTY: Warren

FUNDING SOURCE: Subsidy Grant

Activity Purpose Behavioral Change H

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
Overtime					\$ 18,000.00
TOTAL STAFF POSTIONS					\$ 18,000.00
Fringe Benefits					
Type	OPERS				2,520.00
Type	Medicare				\$ 261.00
Type					
Type					
Type					
TOTAL FRINGE BENEFITS					\$ 2,781.00
TOTAL STAFF and FRINGE BENEFITS					\$ 20,781.00
Budget Narrative - Describe the services that the positions will provide.					
<p style="text-align: center;">Youth Care Specialists admister the program offering correction and feedback as appropriate. They are considered "line staff" of the program. tion Coordinator helps youth who are exiting residential placement back into the community. This person also completes various assessments for the Court Clinic</p>					

Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING SOURCE: Subsidy Grant

Activity Purpose Behavioral Change Hybrid

LOCAL PROGRAM / ACTIVITY NAME: Residential-Mary Haven Youth Center

<u>Agency Name/Individual (List all Providers by Name)</u>	<u>Public/ Private</u>	<u>Services to be provided</u>	<u>Quantity</u>	<u>Unit Costs</u>	<u>Total</u>
Undetermined	Private	Summer School teacher	30	\$ 75.00	\$ 2,250.00
Undetermined	Private	Summer School teacher	30	\$ 75.00	\$ 2,250.00
Total Purchased or Contract Services					\$ 4,500.00

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

SUBSIDY GRANT NARRATIVE

SKILLS / KNOWLEDGE

INDIVIDUAL YOUTH TRACKING REQUIRED

SKILLS/KNOWLEDGE PROGRAMS: ACTIVITIES DESIGNED TO TEACH AND EDUCATE WHEN A DEFICIT IS NOTED AND/OR SKILL ACQUISITION IS NECESSARY FOR SUCCESS.

REQUIREMENTS:

Skills/Knowledge Activities

- These activities require systematic instruction that provides guidance, practice, feedback and experience.
- Requires an assessment and/or testing prior to, or at activity admission, and at activity completion – success is measured by skill attainment at program termination.
- These activities must contribute to reducing a criminogenic risk (e.g.; school, pro-social decision-making) or contribute to a need that reduces a youth's risk to offend or re-offend.
- DYS requires that all individual youth outcomes be locally maintained and electronically submitted.

PROGRAM INFORMATION

County Name	Warren County Juvenile Court	Projected Start Date	09/12/2019
Local Program Name	Day Treatment Program (S.O.S - Support, Opportunity, Success)		
Primary Service Location	Court	Activity Purpose	Skills / Knowledge Program
Domain of interest (Check All That Apply)	<input type="checkbox"/> Employment / Vocational Activities <input checked="" type="checkbox"/> Education Activities <input checked="" type="checkbox"/> Skill Acquisition Activities <input checked="" type="checkbox"/> Life Skills Activities		
Primary Intervention(s)	Day treatment program		
Recognized Curriculum or Service Model	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Source	If a recognized curriculum or model, cite the source here.		
Quality Assurance Provider	<input checked="" type="checkbox"/> Court <input type="checkbox"/> Contracted		

TARGET POPULATION

Sex	Males/Females	Offense Level	Misdemeanors
Race/Ethnicity	All	Projected # Youth / Families to be Served	Youth/Families 40 Drop-Down Required Field Enter # Here
Age Range	11-18	Average # of Direct Service Hours per Youth/ Family	Youth 4 hours a week Family 0

Regular face to face meetings occur between day treatment staff and Court staff where the youth's progress is discussed. Also daily progress sheets are completed by day treatment staff and those are given to court staff.

PROGRAM CONTACT INFORMATION

Name, Title	Jennifer Biggs, Superintendent of Mary Haven
Agency	Warren County Juvenile Court
Agency Address	900 Memorial Dr. Lebanon, Oh 45036
Phone Number	513-695-1613
E-mail	jennifer.biggs@co.warren.oh.us

QUALITY ASSURANCE CONTACT INFORMATION

Name, Title	Kevin Kincer, Information Technology/DATA Analyst
Agency	Warren County Juvenile Court
Agency Address	900 Memorial Dr. Lebanon, Oh 45036
Phone Number	513-695-2845
E-mail	kevin.kincer@co.warren.oh.us

Staff Positions Budget Form

COUNTY: Warren

FUNDING SOURCE: Subsidy Grant

Activity Purpose Skill Knowledge

LOCAL PROGRAM / ACTIVITY NAME: Day School Treatment

Name	Title	New or Existing	Number of Hours	Hourly Rate	Total
Zachary McCormick	Youth Care Specialist	Existing	1040	\$19.05	\$ 19,812.00
Zachary McCormick	Youth Care Specialist	Existing	1040	\$19.62	\$ 20,406.36
Mike Mason	Youth Care Specialist	Existing	1040	\$17.14	\$ 17,825.60
Mike Mason	Youth Care Specialist	Existing	1040	\$17.66	\$ 18,366.40
S. Gordon Lewis	Youth Care Specialist	Existing	1040	\$18.01	\$ 18,730.40
S. Gordon Lewis	Youth Care Specialist	Existing	1040	\$18.55	\$ 19,292.31
TOTAL STAFF POSTIONS					\$ 114,433.07
Fringe Benefits					
Type	OPERS				\$16,020.63
Type	Medicare				\$1,659.28
Type	Worker's Compensation				\$2,288.66
Type	Health Insurance/Life Insurance				\$28,104.60
TOTAL FRINGE BENEFITS					\$ 48,073.17
TOTAL STAFF and FRINGE BENEFITS					\$ 162,506.24
Budget Narrative - Describe the services that the positions will provide.					
e specialists provide transportation to and from the program as needed. They also provide daily feedback and direction in regards to youth's behaviors in the program, support for school co and facilitate daily programming groups.					

SUBSIDY GRANT NARRATIVE

SUPPORT ACTIVITY

INDIVIDUAL YOUTH TRACKING REQUIRED

ACTIVITIES DESIGNED TO ENHANCE PUBLIC SAFETY AND/OR SUPPLEMENT OTHER FUNDED ACTIVITIES

REQUIREMENTS:

- One Support Activity per Support Activity Narrative
- Each youth must be tracked individually on a quarterly basis
- Requires on-going staff accountability
- Measurements of success are defined by either the adherence to a court order or the fulfillment of an expectation or contract
- Activity does not include any designed behavioral change, educational, or skill development component

ACTIVITIES

Name of County	Warren County Juvenile Court	Activity Start Date	7/1/2019
Local Activity Name	Truancy-Attend Service Coordination		
Primary Service Location	Community		
Please Check Only One Support Service			
<input type="checkbox"/> Monitoring/Surveillance <input checked="" type="checkbox"/> Service Coordination <input type="checkbox"/> Conflict Mediation		<input type="checkbox"/> Mentoring <input type="checkbox"/> Community Service & Restitution <input type="checkbox"/> Respite/Short-Term Shelter	

TARGET POPULATION

Sex	Males/Females	Age Range	13-18
Race/Ethnicity	All- Non Specific	Estimated # to be Served	Youth 22 Family 16

ACTIVITY DESCRIPTION

At a minimum, the description should include:

- 1.) The quantifiable purpose of the activity, and the expected short-term outcome
 - 2.) How are youth admitted/referred and what services are provided to youth, Describe the process from referral to termination.
 - 3.) The frequency of contact with program participants and average duration of services (or range).
 - 4.) Measures of success-how does the program determine successful completion and how is youth progress monitored.
1. The purpose of the program is to provide tailored service coordination to chronic truants and their families that are participating in our court ordered ATTEND docket (this docket is for severely truant kids and their families that meets monthly) to improve their school attendance and performance.
 2. Youth and families are referred to this service via a court order by a jurist. This decision made the jurist is made in consultation with a Truancy Officer. Typically for a youth to be referred to the program they will have had at least three truancy charges and less involved measures have been provided to the family and are currently on Truancy Supervision with the Court. A case manager is then assigned to the case (Shelley Brown, Prevention Specialist with the Educational Service Center). Services include but not limited to:
 - Intensive case management which may include referrals for assessments, case planning, mediation, parent support, and other services needed to improve behavior and school attendance
 - School based services including attendance checks, attending educational planning meetings, and acting as a liaison between schools and parents
 - Wake- up services
 - Transportation

- Graduated incentives/rewards for youth and families
- Attendance at all court hearings

These services are provided by face to face contact with the youth/family and collaboration with Juvenile Court and all service providers.

3. The length of time for the service is dependent on the youth's progress; however it is typical for a youth to be involved in this progress for a five month minimum and then some cases remained involved for an entire school year. This service is not terminated until a jurist makes a court order to terminate the service.
4. This program determines success by a child's improved progress in school performance and attendance.

EXPECTED PROGRAM OUTCOMES

Primary Outcome:

90% of participants will have Improved school attendance (reduction in unexcused absences and reduction in tardies) while participating in the Attend docket. School attendance is tracked by the contracted case manager and shared with the Court.

QUALITY ASSURANCE / CONTROL

The case manager for this service attends each monthly court hearing for the youth/family as well as weekly case staffings takes place between the case manager and the assigned court truancy officer. The benefit of this service is measured by youth's improvement in school that are receiving this service. Outcomes will be measured and tracked.

ACTIVITY CONTACT INFORMATION

Name, Title	Kevin Kincer, Information Technology/DATA Analyst
Agency	Warren County Juvenile Court
Agency Address	900 Memorial Drive Lebanon, Ohio 45036
Phone Number	513-695-2845
E-mail	Kevin.kincer@co.warren.oh.us

SUBSIDY GRANT NARRATIVE

SKILLS / KNOWLEDGE

INDIVIDUAL YOUTH TRACKING REQUIRED

SKILLS / KNOWLEDGE PROGRAMS / ACTIVITIES DESIGNED TO TEACH AND EDUCATE WHEN A DEFICIT IS NOTED AND/OR SKILL ACQUISITION IS NECESSARY FOR SUCCESS

REQUIREMENTS:

Skills/Knowledge Activities

- These activities require systematic instruction that provides guidance, practice, feedback and experience.
- Requires an assessment and/or testing prior to, or at activity admission, and at activity completion – success is measured by skill attainment at program termination.
- These activities must contribute to reducing a criminogenic risk (e.g.; school, pro-social decision-making) or contribute to a need that reduces a youth's risk to offend or re-offend.
- DYS requires that all individual youth outcomes be locally maintained and electronically submitted.

PROGRAM INFORMATION

County Name	Warren County Juvenile Court	Projected Start Date	7/1/2019
Local Program Name	Truancy Education Group		
Primary Service Location	Community	Activity Purpose	Skills / Knowledge Program
Domain of Interest (Check All That Apply)	<input type="checkbox"/> Employment / Vocational Activities <input checked="" type="checkbox"/> Education Activities <input type="checkbox"/> Skill Acquisition Activities <input type="checkbox"/> Life Skills Activities		
Primary Intervention(s)	Truancy Education Group		
Recognized Curriculum or Service Model	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Source	If a recognized curriculum or model, cite the source here.		
Quality Assurance Provider	<input checked="" type="checkbox"/> Court <input type="checkbox"/> Contracted		

TARGET POPULATION

Sex	Males/Females	Offense Level	Truancy and status offenders
Race/Ethnicity	All	Projected # Youth / Families to be Served	Youth 60 Family n/a
Age Range	12-18	Average # of Direct Service Hours per Youth/ Family	Youth 8 hours Family 8 hours

OYAS Risk Level(s) at Admission	OYAS not completed as it involves truancy/status offenders.	Projected # of Completion Successes	Youth/Family54
Screens and Assessments	None.		

EXPECTED PROGRAM OUTCOMES

First Outcome:

75% of the youths that complete TEG group will not receive a new truancy related offense during the duration of that school year.

Second Outcome:

Enter second outcome

Additional Outcome:

Enter additional outcome

PROGRAM DESCRIPTION

Program Description to Include:

- 1.) The quantifiable primary purpose(s) for the program and the expected short-term outcomes
- 2.) How are youth admitted/referred, what are the primary services provided and/or skill taught, as well as the domain of interest targeted. Describe the process from referral to termination.
- 3.) The length, frequency, and duration of services
- 4.) Measures of success – how does the program determine successful completion, how is youth progress monitored, what incentives or rewards are used.

The purpose of this program is to improve school attendance.

Youth and families are court ordered to complete this education program after a truancy related charge has been filed with the Court. A parent/guardian is required to complete the program with their child. The Truancy Education Group is facilitated by the Educational Service Center. Court staff complete referrals to ESC and sign up youth for the program. The following topics are discussed in the program: lifetime earnings versus level of education, consequences for truancy, home rules and boundaries, energy of the household, chores, self concept, creating healthy family habits, building self esteem, love languages, risking behaviors, discipline, communication, active listening, budgeting, role models, goals, homework, reviewing past mistakes and current successes.

The program consists of 4 weekly sessions that are two hours in duration.

Success of the program is measured by youth/families attending each session with the long term success being measured by improved school attendance.

QUALITY ASSURANCE

Documentation is provided to our Court that shows whether or not a youth/family has completed this program, as well as, attendance sheets. A exit evaluation is completed by the ESC staff. There is also routine collaboration between TEG facilitators and Court truancy staff to discuss curriculum and if any changes need to be made.

PROGRAM CONTACT INFORMATION

Name, Title	Shelly Brown, Prevention Specialist
Agency	Warren County Educational Service Center
Agency Address	1879 Deerfield Rd. Lebanon, Oh 45036
Phone Number	513-695-2900 ext 2993
E-mail	Shelley.brown@warrencountyesc.com

QUALITY ASSURANCE CONTACT INFORMATION

Name, Title	Melissa Perduk
Agency	Warren County Juvenile Court
Agency Address	900 Memorial Dr. Lebanon, Oh 45036
Phone Number	513-695-1532
E-mail	Melissa.Perduk@co.warren.oh.us

SUBSIDY GRANT NARRATIVE

SUPPORT ACTIVITY

SEMI-ANNUAL ADMISSIONS TRACKING REQUIRED

ACTIVITIES DESIGNED TO ENHANCE PUBLIC SAFETY AND/OR SUPPLEMENT OTHER FUNDED ACTIVITIES

REQUIREMENTS:

- One Support Activity per Support Activity Narrative
- Each youth to be counted once (1 time) regardless of the number of times the youth receives services
- Requires on-going staff accountability
- Measurements of success are defined by either the adherence to a court order or the fulfillment of an expectation or contract

ACTIVITIES

Name of County	Warren County Juvenile Court	Activity Start Date	7/1/19
Local Activity Name	Clinical Assessments		
Primary Service Location	Community		
Please Check Only One Support Service			
<input checked="" type="checkbox"/> Screening-Assessment <input type="checkbox"/> Drug Testing <input type="checkbox"/> Transportation <input type="checkbox"/> Volunteers		<input type="checkbox"/> Organized Community Activities <input type="checkbox"/> Awareness <input type="checkbox"/> Advocacy/CASA <input type="checkbox"/> Law Enforcement (When Individual Tracking Not Feasible)	

TARGET POPULATION

Sex	Males/Females	Age Range	10-18
Race/Ethnicity	All-Non Specific	Estimated # to be Served	Youth 15 Family 15

ACTIVITY DESCRIPTION

Activity Description to include:

- 1.) The quantifiable purpose of the activity - the immediate short-term outcome
- 2.) The referral process for the activity, and what services are provided to the youth
- 3.) The frequency of contact with youth and average duration of time involved (or average)
- 4.) How is successful completion determined- (if applicable)

The purpose of this activity is to obtain clinical assessments on youth to include but not limited to: competency evaluations, restoration, psychological/psychiatric evaluations, and possible testimony regarding the same.

Referrals are made for this service pursuant to a court order. Once a court order has been made for this service Court staff will make the necessary referral to a provider. We will also coordinate with the youth and their family to determine transportation.

The length of the time for the assessment to be completed varies, however our Court provides the clinician with a date of the next scheduled court hearing. The length of time specific to restoration is determined case by case but also pursuant to statute.

Success of this service is measured by completion of the assessment or services and the quality of the report.

QUALITY ASSURANCE / CONTROL

These assessments are completed in a timely manner by the clinician and are submitted to our Court prior to the next court date which is provided to the assessor. The reports are shared with the prosecutor's office and defense attorney if applicable.

ACTIVITY CONTACT INFORMATION

Name, Title	Laura Schnecker, Chief Probation Officer
Agency	Warren County Juvenile Court
Agency Address	900 Memorial Dr. Lebanon, Oh 45036
Phone Number	513-695-1615
E-mail	Laura.schnecker@co.warren.oh.us

SUBSIDY GRANT NARRATIVE**SUPPORT ACTIVITY****SEMI-ANNUAL ADMISSIONS TRACKING REQUIRED**

ACTIVITIES DESIGNED TO ENHANCE PUBLIC SAFETY AND/OR SUPPLEMENT OTHER FUNDED ACTIVITIES

REQUIREMENTS:

- One Support Activity per Support Activity Narrative
- Each youth to be counted once (1 time) regardless of the number of times the youth receives services
- Requires on-going staff accountability
- Measurements of success are defined by either the adherence to a court order or the fulfillment of an expectation or contract

ACTIVITIES

Name of County	Warren County Juvenile	Activity Start Date	7/1/19
Local Activity Name	Drug Testing		
Primary Service Location	Community		
Please Check Only One Support Service			
<input type="checkbox"/> Screening-Assessment <input checked="" type="checkbox"/> Drug Testing <input type="checkbox"/> Transportation <input type="checkbox"/> Volunteers		<input type="checkbox"/> Organized Community Activities <input type="checkbox"/> Awareness <input type="checkbox"/> Advocacy/CASA <input type="checkbox"/> Law Enforcement (When Individual Tracking Not Feasible)	

TARGET POPULATION

Sex	Males/Females	Age Range	12-18
Race/Ethnicity	All-Non Specific	Estimated # to be Served	Youth 300 Family Enter # Here

ACTIVITY DESCRIPTION

At a minimum, the description should include:

- 1.) The quantifiable purpose of the activity - the immediate short-term outcome.
- 2.) The referral process for the activity, and what services are provided to the youth.
- 3.) The frequency of contact with youth and average duration of time involved (or average).
- 4.) How is successful completion determined - (if applicable).

Youth are drug screened as court ordered or as requested by their probation officer to provide the court with information regarding a youth's drug usage. Our Court currently uses a 14 panel instant urine screen for drug testing for the majority of our screens. We also do use a 6 panel oral instant drug screen swab on some cases. These drug screens are completed by Court Staff. Chain of custody forms and procedures are followed with each drug screen. The frequency of a youth being drug screened is determined on a case to case basis.

QUALITY ASSURANCE / CONTROL

The Court keeps a record of each drug screen that is collected and chain of custody forms are used with each screen as well. If the results of a drug screen are challenged then that drug screen will be sent out to a lab for further diagnostic testing.

ACTIVITY CONTACT INFORMATION

Name, Title	Laura Schneckner, Chief Probation Officer
Agency	Warren County Juvenile Court
Agency Address	900 Memorial Dr. Lebanon, Oh 45036
Phone Number	513-695-1615
E-mail	Laura.schneckner@co.warren.oh.us

Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING SOURCE: Subsidy Grant

Activity Purpose Support Activity Admissions

LOCAL PROGRAM / ACTIVITY NAME: Drug Testing

<u>Agency Name/Individual (List all Providers by Name)</u>	<u>Public/ Private</u>	<u>Services to be provided</u>	<u>Quantity</u>	<u>Unit Costs</u>	<u>Total</u>
<u>Redwood Laboratory</u>	<u>Private</u>	<u>Instant Drug Screens</u>	<u>2,100</u>	<u>\$ 4.28</u>	<u>\$ 8,988.00</u>
<u>Redwood Laboratory</u>	<u>Private</u>	<u>Laboratory Testing of drug screens</u>	<u>94</u>	<u>\$ 12.50</u>	<u>\$ 1,175.00</u>
<u>Redwood Laboratory</u>	<u>Private</u>	<u>Oral drug screen swabs</u>	<u>50</u>	<u>\$ 5.00</u>	<u>\$ 250.00</u>
Total Purchased or Contract Services					\$ 10,413.00

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

**SUBSIDY GRANT NARRATIVE
SUPPORT ACTIVITY**
SEMI-ANNUAL ADMISSIONS TRACKING REQUIRED

ACTIVITIES DESIGNED TO ENHANCE PUBLIC SAFETY AND/OR SUPPLEMENT OTHER FUNDED ACTIVITIES

REQUIREMENTS:

- One Support Activity per Support Activity Narrative
- Each youth to be counted once (1 time) regardless of the number of times the youth receives services
- Requires on-going staff accountability
- Measurements of success are defined by either the adherence to a court order or the fulfillment of an expectation or contract

ACTIVITIES

Name of County	Warren County	Activity Start Date	7/1/2019
Local Activity Name	Detention Services		
Primary Service Location	Community		
Please Check Only One Support Service			
<input type="checkbox"/> Screening-Assessment <input type="checkbox"/> Drug Testing <input type="checkbox"/> Transportation <input type="checkbox"/> Volunteers		<input checked="" type="checkbox"/> Organized Community Activities <input type="checkbox"/> Awareness <input type="checkbox"/> Advocacy/CASA <input type="checkbox"/> Law Enforcement (When Individual Tracking Not Feasible)	

TARGET POPULATION

Sex	Males/Females	Age Range	11-21
Race/Ethnicity	All-Non Specific	Estimated # to be Served	Youth 275 Family Enter # Here

ACTIVITY DESCRIPTION

At a minimum, the description should include:

- 1.) The quantifiable purpose of the activity - the immediate short-term outcome.
- 2.) The referral process for the activity, and what services are provided to the youth.
- 3.) The frequency of contact with youth and average duration of time involved (or average).
- 4.) How is successful completion determined - (if applicable).

The purpose of this program is to facilitate and supplement skills/activities for all the children that are admitted to the JDC. The following is a list of those activities: Art projects, Cooking, Corrective Thinking, Creative Expression, Drug Abuse Education, Health Education, Healthy Relationships (Go for the Gold), Independent Living, Knitting/Crocheting/Looming, Life Skills, Mindfulness, Motor Vehicle Laws, Music Therapy, Personal Responsibility Education Program (P.R.E.P.), Physical Education, Processing, Reflection, Religious Services, Speakers/Presenters (various topics), Solutions Community Counseling and Recovery, Therapy Dogs, Woodworking Classes, Word of the Week and Yoga. Funds are also used to provide summer school education which includes six weeks of summer school, five days a week, four hours a day.

These programs are offered to expose, develop, and encourage sustainable life skills, and to nurture physical, emotional and mental wellness. These services are offered to all children admitted to the JDC and will continue throughout the length of their detention stay.

Children's attendance, participation and overall behavior is monitored on a daily bases via established program.

QUALITY ASSURANCE / CONTROL

100 % of the children admitted to IDC will be offered services. Daily programming schedule and individual reward documents are completed on each child's G.R.O.W. (Gratitude, Respect, Optimism, Wellness) progress report forms that are completed by detention staff.

ACTIVITY CONTACT INFORMATION

Name, Title	Dianne Ruwe, Program Coordinator
Agency	Warren County Juvenile Detention Center
Agency Address	900 Memorial Drive, Lebanon , Ohio 45036
Phone Number	513.695.2721
E-mail	dianne.ruwe@co.warren.oh.us

Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING SOURCE: Subsidy Grant

Activity Purpose Support Activity Admissions

LOCAL PROGRAM / ACTIVITY NAME: Detention Services

<u>Agency Name/Individual (List all Providers by Name)</u>	<u>Public/ Private</u>	<u>Services to be provided</u>	<u>Quantity</u>	<u>Unit Costs</u>	<u>Total</u>
<u>Undetermined</u>	<u>Private</u>	<u>Summer School teacher</u>	<u>30</u>	<u>\$ 75.00</u>	<u>\$ 2,250.00</u>
<u>Elizabeth's New Life Center</u>	<u>Private</u>	<u>Go for the Gold (Curriculum for youth in JDC)</u>	<u>2</u>	<u>\$ 640.00</u>	<u>\$ 1,280.00</u>
Total Purchased or Contract Services					\$ 3,530.00

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

SUBSIDY GRANT NARRATIVE

SKILLS / KNOWLEDGE

INDIVIDUAL YOUTH TRACKING REQUIRED

SKILLS/KNOWLEDGE PROGRAMS: ACTIVITIES DESIGNED TO TEACH AND EDUCATE WHEN A DEFICIT IS NOTED AND/OR SKILL ACQUISITION IS NECESSARY FOR SUCCESS.

REQUIREMENTS:

Skills/Knowledge Activities

- These activities require systematic instruction that provides guidance, practice, feedback and experience.
- Requires an assessment and/or testing prior to, or at activity admission, and at activity completion – success is measured by skill attainment at program termination.
- These activities must contribute to reducing a criminogenic risk (e.g.; school, pro-social decision-making) or contribute to a need that reduces a youth's risk to offend or re-offend.
- DYS requires that all individual youth outcomes be locally maintained and electronically submitted.

PROGRAM INFORMATION

County Name	Warren County Juvenile Court	Projected Start Date	7/1/2019
Local Program Name	Parent Success		
Primary Service Location	Community	Activity Purpose	Skills / Knowledge Program
Domain of Interest (Check All That Apply)	<input type="checkbox"/> Employment / Vocational Activities <input checked="" type="checkbox"/> Education Activities <input checked="" type="checkbox"/> Skill Acquisition Activities <input type="checkbox"/> Life Skills Activities		
Primary Intervention(s)	Active Parenting Now, Active Parenting of Teens Curriculum		
Recognized Curriculum or Service Model	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Source	SAMSHA's National Registry of Evidenced-Based Programs and Practices		
Quality Assurance Provider	<input type="checkbox"/> Court <input checked="" type="checkbox"/> Contracted		

TARGET POPULATION

Sex	Males/Females	Offense Level	Status and Misdemeanors
Race/Ethnicity	All	Projected # Youth / Families to be Served	Drop-Down Required Field Youth/Families 20
Age Range	APN ages 5-12 Active Parenting of Teens 13-18	Average # of Direct Service Hours per Youth/ Family	Youth 6-9 Family 15-20

OYAS Risk Level(s) at Admission	Low-Moderate	Projected # of Completion Successes	Youth 15 Family 19
Screens and Assessments	YOQ 30.2 Youth Outcome Questionnaire		

EXPECTED PROGRAM OUTCOMES

First Outcome:

At least 70% of parents will report an improvement in youth behaviors through comparison of pre/post YOQ scores.

Second Outcome:

At least 70% of parents will report improved progress with their child from pre to post test using the Client Satisfaction Survey.

Additional Outcome:

Enter additional outcome

Additional Outcome:

Enter additional outcome

PROGRAM DESCRIPTION

Program Description to Include:

- 1.) The quantifiable primary purpose(s) for the program and the expected short-term outcomes
- 2.) How are youth admitted/referred, what are the primary services provided and/or skill taught, as well as the domain of interest targeted. Describe the process from referral to termination.
- 3.) The length, frequency, and duration of services
- 4.) Measures of success – how does the program determine successful completion, how is youth progress monitored, what incentives or rewards are used.

The Parent Success Program provides intensive, home-based parenting support and education to parents of children with behavior problems. The goal of the program is to increase the protective factors of the parents and family while decreasing the negative youth behaviors. Parent Success will not only include parent training, but will help parents deal with everyday stresses and meet challenges of parenting a child with behavior problems. The Active Parenting curriculum is tailored to the individual needs of each family and deals with specific issues that the family may be struggling with. The Active Parenting curriculum teaches parents how to raise a child by using encouragement, building the child's self-esteem, creating a relationship with the child based on active listening, honest communication and problem solving. It also teaches parents to use natural and logical consequences to reduce irresponsible and unacceptable behaviors.

The target population will include youth ages 5-18 with status and misdemeanor offenses. Youth will be referred to Parent Success via court order and court referred by probation or other court staff.

The program will consist of a minimum of at least six home visits lasting at least two hours each.

The YOQ 30.2 (Youth Outcome Questionnaire) will be used as both a pre-test and post test. The Youth Outcome Questionnaire® was implemented into the Coordinated Care Program in July 2008 and then subsequently Parent Success. The tool is designed to describe a wide range of situations, behaviors, and moods that are common to adolescents, similar to mental health "vital signs". The measures are designed to track change during the case management process with the family and to detect negative outcomes to prevent deterioration. Research indicates that feedback on individual client progress during involvement improves the eventual outcomes and produces more cost effective "treatment". The YOQ is composed of 30 items that comprise six subscales (somatic, social isolation, aggression, conduct problems, hyperactivity/distractibility and depression/anxiety) designed to tap several domains of children and adolescents experiencing mental health and behavioral difficulties.

Measures of success will take place through the use of the YOQ 30.2 instrument, as well as client feedback through the use of a Client Satisfaction Survey.

QUALITY ASSURANCE

YOQ 30.2 Youth Outcome Questionnaire

The questionnaires are administered to parents at intake to establish a baseline and are then administered at the conclusion of services. In July 2012, we began utilizing the OQ-Analyst Software program that allows for electronic administration and scoring of the YOQ family of mental health outcome measures through the use of computer entry (clients are emailed a link) or manual entry by the Case Manager. The program allows for instant feedback regarding client outcomes. The software will compare a patient's progress with the expected rate of improvement and use empirically based algorithms to predict treatment failures.

A Client Satisfaction Survey will also be used, administered as a post test. Quality assurance will take place by Coordinated Care Program Director. The staff that facilitates the program will distribute the pre-post test but those will be placed in a sealed envelope and returned to the Program Director.

A progress report will be provided to the Court on each case that is referred that discusses the youth/family's participation and progress in the program.

PROGRAM CONTACT INFORMATION

Name, Title	Charisse Middleton, Parent Education Specialist
Agency	Warren County Educational Service Center
Agency Address	1879 Deerfield Rd. Lebanon, OH
Phone Number	513.695.2900 ext. 2968
E-mail	Charisse.Middleton@warrencountyesc.com

QUALITY ASSURANCE CONTACT INFORMATION

Name, Title	Kim Sellers, Coordinated Care Program Director
Agency	Warren County Educational Service Center
Agency Address	1879 Deerfield Rd. Lebanon, Oh 45036
Phone Number	513-695-2900 ext 2311
E-mail	Kim.Sellers@warrencountyesc.com

Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING SOURCE: Subsidy Grant

Activity Purpose Skill Knowledge

LOCAL PROGRAM / ACTIVITY NAME: Parent Success

Agency Name/Individual (List all Providers by Name)	Public/ Private	Services to be provided	Quantity	Unit Costs	Total
Warren Co. ESC	Public	Home based parenting education	1	\$ 25,000.00	\$ 25,000.00
Total Purchased or Contract Services					\$ 25,000.00

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

SUBSIDY GRANT NARRATIVE

SUPPORT ACTIVITY

INDIVIDUAL YOUTH TRACKING REQUIRED

ACTIVITIES DESIGNED TO ENHANCE PUBLIC SAFETY AND/OR SUPPLEMENT OTHER FUNDED ACTIVITIES

REQUIREMENTS:

- One Support Activity per Support Activity Narrative
- Each youth must be tracked individually
- Requires on-going staff accountability
- Measurements of success are defined by either the adherence to a court order or the fulfillment of an expectation or contract
- Activity does not include any designed behavioral change, educational, or skill development component

ACTIVITIES			
Name of County	Warren County Juvenile Court	Activity Start Date	7/1/19
Local Activity Name	GPS Monitoring		
Primary Service Location	Community		
Please Check Only One Support Service			
<input checked="" type="checkbox"/> Monitoring/Surveillance <input type="checkbox"/> Supervision Probation <input type="checkbox"/> Service Coordination <input type="checkbox"/> Conflict Mediation		<input type="checkbox"/> Mentoring <input type="checkbox"/> Community Service & Restitution <input type="checkbox"/> Respite/Short-Term Shelter	
TARGET POPULATION			
Sex	Males/Females	Age Range	12-18
Race/Ethnicity	All- Non Specific	Estimated # to be Served	Youth 30 Family
ACTIVITY DESCRIPTION			

At a minimum, the description should include:

- 1.) The quantifiable purpose of the activity, and the expected short-term outcomes.
- 2.) How are youth admitted/referred and what services are provided to youth, Describe the process from referral to termination.
- 3.) The frequency of contact with program participants and average duration of services (or range).
- 4.) Measures of success – how does the program determine successful completion and how is youth progress monitored.

The purpose of this support activity would pay for the costs for GPS house arrest supervision for youth whose family cannot afford it. This would provide a safe community alternative to JDC on a number of cases.

Youth would be referred to this activity by an assigned probation officer or a court services officer. An affidavit of indigence could be required to show and verify income of the household. Once a youth is determined eligible for this program a referral is sent to a contracted agency, Community Corrections who provides the monitoring device and the technology to track the youth. Arrangements are then made for the youth to be hooked up with the GPS equipment by Community Corrections.

A Community Corrections officer stays in routine contact with an assigned Probation Officer from the Court on the youth's compliance with GPS. The amount of time that a Defendant is on GPS would be case by case and determined through a court order. In some cases a defendant may be on GPS monitoring for a few days and in more severe cases defendants may be on for a longer period of time but typically would not be longer than 90 days.

Success of this support activity would be determined by the defendant remaining in the community safely and not acquiring new charges. If a youth violates the terms of GPS they would go back to Court and appear before a jurist to determine continued participation with GPS.

EXPECTED PROGRAM OUTCOMES**First Outcome:**

90 % youth placed on GPS house arrest will remain safely in the community on supervision and will not be arrested on new charges.

Additional Outcomes:

Enter any additional outcomes if applicable

QUALITY ASSURANCE / CONTROL

Officers at Community Corrections will stay in regular contact with an assigned Court probation officer and provide information as to the youth's compliance on GPS. Any violations are shared with assigned probation officers and supporting documentation is provided.

ACTIVITY CONTACT INFORMATION

Name, Title	Mike Steele, Manager of Community Corrections
Agency	Warren County Common Pleas Court
Agency Address	500 Memorial Dr. Lebanon, Oh 45036
Phone Number	513-695-1661
E-mail	Mike. Steele@co.warren.oh.us

SUBSIDY GRANT NARRATIVE

SKILLS / KNOWLEDGE

INDIVIDUAL YOUTH TRACKING REQUIRED

SKILLS / KNOWLEDGE PROGRAMS / ACTIVITIES DESIGNED TO TEACH AND EDUCATE WHEN A DEFICIT IN SKILLED AND/OR SKILL ACQUISITION IS NECESSARY FOR SUCCESS

REQUIREMENTS:

Skills/Knowledge Activities

- These activities require systematic instruction that provides guidance, practice, feedback and experience.
- Requires an assessment and/or testing prior to, or at activity admission, and at activity completion – success is measured by skill attainment at program termination.
- These activities must contribute to reducing a criminogenic risk (e.g.; school, pro-social decision-making) or contribute to a need that reduces a youth's risk to offend or re-offend.
- DYS requires that all individual youth outcomes be locally maintained and electronically submitted.

PROGRAM INFORMATION

County Name	Warren County	Projected Start Date	7/1/19
Local Program Name	YES PROGRAM (Youth Educational Shoplifting Program)		
Primary Service Location	Community	Activity Purpose	Skills / Knowledge Program
Domain of interest (Check All That Apply)	<input type="checkbox"/> Employment / Vocational Activities <input checked="" type="checkbox"/> Education Activities <input type="checkbox"/> Skill Acquisition Activities <input type="checkbox"/> Life Skills Activities		
Primary Intervention(s)	YES		
Recognized Curriculum or Service Model	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Source	National Association for Shoplifting Prevention		
Quality Assurance Provider	<input checked="" type="checkbox"/> Court <input type="checkbox"/> Contracted		

TARGET POPULATION

Sex	Males/Females	Offense Level	Misdemeanor and felony level offenses
Race/Ethnicity	All	Projected # Youth / Families to be Served	Youth 20 Family 0
Age Range	12-18	Average # of Direct Service Hours per Youth/ Family	Youth 6 Family 0

OYAS Risk Level(s) at Admission	Low, Moderate and High	Projected # of Completion Successes	Youth 20 Family 0
Screens and Assessments	post test risk assessment is used to determine re-offending level		

EXPECTED PROGRAM OUTCOMES

First Outcome:

80% of the YES program participants do not receive any additional theft-related offenses in the calendar year after their initial charge.

Second Outcome:

Additional Outcome:

Enter additional outcome

Additional Outcome:

Enter additional outcome

PROGRAM DESCRIPTION

At a minimum, the description should include:

- 1.) The quantifiable primary purpose(s) for the program and the expected short-term outcomes.
- 2.) How are youth admitted/referred, what are the primary services provided and/or skills taught, as well as the domain of interest(s) targeted. Describe the process from referral to termination.
- 3.) The length, frequency, and duration of services
- 4.) Measures of success - how does the program determine successful completion, how is youth progress monitored, what incentives or rewards are used.

The Interactive Online Y.E.S. Program (Youth Educational Shoplifting Program) delivers proven-effective shoplifter education in a specifically structured environment which is designed to pique young peoples' interests and increase retention levels by offering them an easy to use, interactive, media-rich presentation. The program utilizes interactive video scenarios which are guided by a facilitator along with a core group of teens who have also been caught shoplifting. Participants answer questions and, after understanding their behavior, they work to create a personal plan to stop shoplifting.

After completing the online portion of the Y.E.S. Program, participants are brought in to a classroom for a full-day workshop which focuses on program reinforcement through group interaction. The classroom portion is facilitated by Court staff. The Class/Workshop is particularly helpful for those juveniles assessed to be "at-risk" of repeating the offense. The workshops are kept small with only 10-12 participants to guarantee individual attention for each participant. The Y.E.S. Program Online and/or the Home-Study program is a prerequisite for participation in the Class/Workshop.

The National Association for Shoplifting Prevention (NASP) is the nationwide leader in shoplifting prevention efforts. NASP's unparalleled shoplifter research and ongoing collaboration with community stakeholders - from crime prevention, to law enforcement, to retailers, to criminal & juvenile justice - has been the basis for all its organizational activities and the foundation for its programs and services.

NASP's core programs, the Shoplifters Alternative Course (SA Course) for adults and the Youth Educational Shoplifting Program (Y.E.S. Program) for juveniles, continue to set the standard for research-based shoplifting prevention programs with the lowest reported recidivism rates.

The Y.E.S. Program helps participant to understand how shoplifting affects the lives of real people (not just stores). Participants learn about the law and its consequences, how much they risk for a small reward and how shoplifting can become addictive. The participant will come to understand how their own personal and social pressures can trigger a shoplifting incident and look closely at the feelings, thoughts and attitudes which led him/her to shoplift. After understanding their behavior, they will work to create a personal plan to stop shoplifting.

Participants are referred by the Warren County Juvenile Court following adjudication on misdemeanor or felony-level theft offenses (Petty Theft, Felony Theft, Grand Theft, Attempt, Receiving Stolen Property, etc.). Once referred, youth complete either an online or a home study program and then engage in a group session with the Program Coordinator and his/her peers. The goals are to educate participants on the risks of shoplifting and how to develop a relapse prevention plan to avoid shoplifting again in the future.

QUALITY ASSURANCE

A list of all youth that participate in the program is kept and completion of the program is documented. Certificates of completion are provided and a post test is completed with each youth that gives an overall rating of further re-offending.

PROGRAM CONTACT INFORMATION

Name, Title	Eric J. Huber, Intervention Specialist; Program Coordinator
Agency	Mary Haven Youth Center
Agency Address	900 Memorial Drive, Lebanon, Ohio 45036
Phone Number	(513) 695-1212
E-mail	eric.huber@co.warren.oh.us

QUALITY ASSURANCE CONTACT INFORMATION

Name, Title	Kevin Kincer, Information Technology/Data Analyst
Agency	Warren County Juvenile Court
Agency Address	900 Memorial Drive, Lebanon, Ohio 45036
Phone Number	513-695-2845
E-mail	Kevin.kincer@co.warren.oh.us

SUBSIDY GRANT NARRATIVE

SKILLS / KNOWLEDGE

INDIVIDUAL YOUTH TRACKING REQUIRED

SKILLS/KNOWLEDGE PROGRAMS/ACTIVITIES DESIGNED TO TEACH AND EDUCATE WHEN A DEFICIT IS NOTED AND/OR SKILL ACQUISITION IS NECESSARY FOR SUCCESS

REQUIREMENTS:

Skills/Knowledge Activities

- These activities require systematic instruction that provides guidance, practice, feedback and experience.
- Requires an assessment and/or testing prior to, or at activity admission, and at activity completion – success is measured by skill attainment at program termination.
- These activities must contribute to reducing a criminogenic risk (e.g.; school, pro-social decision-making) or contribute to a need that reduces a youth's risk to offend or re-offend.
- DYS requires that all individual youth outcomes be locally maintained and electronically submitted.

PROGRAM INFORMATION

County Name	Warren County Juvenile Court	Projected Start Date	10/1/2019
Local Program Name	Evening Reporting Center		
Primary Service Location	Court	Activity Purpose	Skills / Knowledge Program
Domain of interest (Check All That Apply)	<input type="checkbox"/> Employment / Vocational Activities <input checked="" type="checkbox"/> Education Activities <input checked="" type="checkbox"/> Skill Acquisition Activities <input checked="" type="checkbox"/> Life Skills Activities		
Primary Intervention(s)	Evening Reporting Center		
Recognized Curriculum or Service Model	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Source	If a recognized curriculum or model, cite the source here.		
Quality Assurance Provider	<input checked="" type="checkbox"/> Court <input type="checkbox"/> Contracted		

TARGET POPULATION

Sex	Males/Females	Offense Level	Misdemeanors/Felonies
Race/Ethnicity	All	Projected # Youth / Families to be Served	Youth/Families 40 Drop-Down Required Field Enter # Here
Age Range	11-18	Average # of Direct Service Hours per Youth/ Family	Youth 4 hours a day Family 0

OYAS Risk Level(s) at Admission	Low-Moderate	Projected # of Completion Successes	Youth 35 Family n/a
Screens and Assessments	OYAS MAYSI-2		

EXPECTED PROGRAM OUTCOMES

First Outcome:

75% of youth participating in this program will not acquire new charges while in this program.

Second Outcome:

Additional Outcome:

Enter additional outcome

Additional Outcome:

Enter additional outcome

PROGRAM DESCRIPTION

At a minimum, the description should include:

- 1.) The quantifiable primary purpose(s) for the program and the expected short-term outcomes.
- 2.) How are youth admitted/referred, what are the primary services provided and/or skills taught, as well as the domain of interest(s) targeted. Describe the process from referral to termination.
- 3.) The length, frequency, and duration of services
- 4.) Measures of success - how does the program determine successful completion, how is youth progress monitored, what incentives or rewards are used.

1. The purpose of this program is to provide skills and education to prevent future delinquency involvement. It also offers an alternative to detention for our Jurists.
2. Youth will be court ordered into the program. This program will offer a structured environment where a variety of programming groups will be provided to the youth that consist of corrective thinking, how to deal with stress, anger management, study skills/truancy, life skills, health and wellness, AOD education and individual case management, as needed. Youth will receive screening upon intake into the program to determine the groups most appropriate for their needs. These programming groups are facilitated by youth care specialists. Our staff will provide transportation to pick up youth daily and take them home.
3. This program will be offered Monday-Thursday 3:00pm-8:00pm. These hours can vary to accommodate a youth's schedule. The number of days that a child participates in the program is determined by the jurist. For example a youth may spend as little as 3 days in the program while another youth could spend upwards of 90 days if necessary.
4. Success will be measured by evaluating if the youth has acquired any further charges while in the program. Each case is continually reviewed to determine continued participation. This is done by daily progress sheets being completed and ongoing dialogue between staff, youth, and court staff.

QUALITY ASSURANCE

The Court will track if youth who are in the evening reporting center have acquired any new charges while in the program. The person identified to track this information does not facilitate any service in the day school treatment program.

Regular face to face meetings will occur between evening reporting staff and Court staff where the youth's progress is discussed. Also daily progress sheets are completed by the evening reporting center staff and those are given to court staff.

PROGRAM CONTACT INFORMATION

Name, Title	Jennifer Biggs, Superintendent of Mary Haven
Agency	Warren County Juvenile Court
Agency Address	900 Memorial Dr. Lebanon, Oh 45036
Phone Number	513-695-1613
E-mail	jennifer.biggs@co.warren.oh.us

QUALITY ASSURANCE CONTACT INFORMATION

Name, Title	Kevin Kincer
Agency	Warren County Juvenile Court
Agency Address	900 Memorial Dr. Lebanon, Oh 45036
Phone Number	513-695-2845
E-mail	kevin.kincer@co.warren.oh.us

Staff Positions Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Skills Knowledge

LOCAL PROGRAM / ACTIVITY NAME: Evening Reporting Center

<u>Name</u>	<u>Title</u>	<u>New or Existing</u>	<u>Number of Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Not hired yet	Youth Care Specialist	New	2080	17	\$ 35,360.00
Not hired yet	Youth Care Specialist	New	2080	17	\$ 35,360.00
Not hired yet	Youth Care Specialist	New	2080	17	\$ 35,360.00
TOTAL STAFF POSITIONS					\$ 106,080.00

Fringe Benefits

Type	<u>OPERS</u>	\$ 14,851.20	
Type	<u>Medicare</u>	\$ 1,538.16	
Type	<u>Health Insurance</u>	\$ 45,165.00	
Type	<u>Worker's Comp</u>	\$ 2,121.60	
Type			
TOTAL FRINGE BENEFITS			\$ 63,675.96
TOTAL STAFF and FRINGE BENEFITS			\$ 169,755.96

Budget Narrative - Describe the services that the positions will provide.
 Youth Care Specialists will provide daily transportation to participants. They will facilitate daily programming groups and will provide daily feedback and direction to youth in regards to their behaviors. They will prepare written documentation of the youth and their participation.

SUBSIDY GRANT NARRATIVE

SUPPORT ACTIVITY

INDIVIDUAL YOUTH TRACKING REQUIRED

ACTIVITIES DESIGNED TO ENHANCE PUBLIC SAFETY AND/OR SUPPLEMENT OTHER FUNDED ACTIVITIES

REQUIREMENTS:

- One Support Activity per Support Activity Narrative
- Each youth must be tracked individually on a quarterly basis
- Requires on-going staff accountability
- Measurements of success are defined by either the adherence to a court order or the fulfillment of an expectation or contract
- Activity does not include any designed behavioral change, educational, or skill development component

ACTIVITIES

Name of County	Warren	Activity Start Date	5/1/19
Local Activity Name	Emergency Foster Care		
Primary Service Location	Community		
Please Check Only One Support Service			
<input type="checkbox"/> Monitoring/Surveillance <input type="checkbox"/> Service Coordination <input type="checkbox"/> Conflict Mediation		<input type="checkbox"/> Mentoring <input type="checkbox"/> Community Service & Restitution <input checked="" type="checkbox"/> Respite/Short-Term Shelter	

TARGET POPULATION

Sex	Males/Females	Age Range	11-17 years old at the time of admission
Race/Ethnicity	All- Non Specific	Estimated # to be Served	Youth 35 Family 35

ACTIVITY DESCRIPTION

At a minimum, the description should include:

- 1.) The quantifiable purpose of the activity, and the expected short-term outcome
- 2.) How are youth admitted/referred and what services are provided to youth, Describe the process from referral to termination.
- 3.) The frequency of contact with program participants and average duration of services (or range).
- 4.) Measures of success-how does the program determine successful completion and how is youth progress monitored.

The primary purpose of Emergency Foster Care is to provide an alternative to youth being admitted to JDC when it is not necessary for youth who score low using a risk assessment instrument.

When a youth is brought to our JDC for a family dispute (Domestic Violence charge) and they score low to be released to the community and the family is not able to locate a non victim home for them to be released to our Court will refer the child to a private foster care network. The foster care network will provide an emergency foster home for the youth until their case is heard back before the Court the next business day. This will provide the youth a safe place to reside with a licensed foster home as well as respite time for the family dispute to be worked out. The youth's custodian maintains custody of the youth during this time.

It is anticipated that youth will stay on average of 1-3 days in an emergency foster home. Based on looking at 2018 data we anticipate having around 35 kids where this service would be used.

Success of this program will be determined by youth remaining in a community setting rather than being incarcerated and spending time in JDC.

EXPECTED PROGRAM OUTCOMES**First Outcome:**

90% of the youth placed in emergency foster care will reside safely in the community without acquiring new charges prior to returning to their custodian.

Additional Outcomes:**QUALITY ASSURANCE / CONTROL**

Our Court will offer emergency foster care services to families by a private foster care network who employees licensed foster parents by the state of Ohio. A referral process will be formalized. Data of all youth that participate in the service will be kept as well as if the youth was successful in remaining in a community setting prior to being returned to their custodian.

ACTIVITY CONTACT INFORMATION

Name, Title	Christina Knappen
Agency	Focus on Youth
Agency Address	8904 Brookside Court West Chester Township, Ohio 45069
Phone Number	513-644-1030
E-mail	CKappen@focusonyouth.com

SUBSIDY GRANT NARRATIVE
BEHAVIORAL CHANGE
INDIVIDUAL YOUTH TRACKING REQUIRED

BEHAVIORAL CHANGE PROGRAMS: RESEARCH SUPPORTED ACTIVITIES DESIGNED TO PREVENT PENETRATION/FURTHER PENETRATION INTO THE JUVENILE JUSTICE SYSTEM

REQUIREMENTS:**Behavioral Change Programs**

- There are two categories of Behavioral Change Programs – **EvB** and **Hybrid**. Use the **EvB** designation if your behavioral change program is a model or evidenced-based program that is research-cited in at least one of the national registries of evidence-based programs like Crime Solutions, Blueprints, or SAMHSA. Use the **Hybrid** designation if your program is research-informed. These programs typically borrow from, or bundle research-cited programs modifying the developer(s) original model(s).
- Programs designated as **EvB** must adhere to the developers' program and quality assurances requirements.
- All **Hybrid** programs (typically homegrown) must develop and adhere to comparable program adherence expectations.
- Has pre-defined program completion expectations and measureable youth success outcomes minimally measured 12 months post program termination.
- DYS requires that all individual youth outcomes be locally maintained and electronically submitted.

PROGRAM INFORMATION

County Name	Warren County	Projected Start Date	7/1/19
Local Program Name	Intensive Home Based		
Primary Service Location	Community	Activity Purpose	Behavioral Change Program
Domain of Interest (Check All That Apply)	<input checked="" type="checkbox"/> Juvenile Justice <input type="checkbox"/> Low Risk Youth (Diversion or Adjudicated) <input checked="" type="checkbox"/> Behavioral Health <input type="checkbox"/> Human Trafficking		
Primary Intervention(s)	Intensive Home Based Treatment---Trauma Informed Care and Dialectical Behavioral Therapy Interventions.		
Research Evidence	<input type="checkbox"/> EvB – Research Cited <input checked="" type="checkbox"/> Hybrid – Research Informed		
Research Source	IHBT clinicians have extensive training in both Trauma Informed Care techniques and Dialectical Behavioral Therapy.		
Quality Assurance Provider	<input checked="" type="checkbox"/> Court <input type="checkbox"/> Contracted		

TARGET POPULATION

Sex	Males/Females	Offense Level	Status, Misdemeanor, Felony
Race/Ethnicity	All	Projected # Youth / Families to be Served	Youth 10 Family 10

Age Range	12-18	Average # of Direct Service Hours per Youth/ Family	Youth 40 Family 40
OYAS Risk Level(s) at Admission	All levels	Projected # of Completion Successes	Youth 9 Family 9
Screens and Assessments	The Court will complete an OYAS on each youth. Butler Behavioral Health completes a mental health diagnostic intake at beginning of services to determine treatment targets for child and family.		

EXPECTED PROGRAM OUTCOMES

Primary Outcome (Outcome to be Tracked for Annual Report):

85% of youth enrolled in this program will not be placed outside of a community setting for 12 months following completion of the program.

Second Outcome (Optional):

Additional Outcome (Optional):

Enter additional outcome

PROGRAM DESCRIPTION

At a minimum, the Program Description should include:

- 1.) The quantifiable primary purpose(s) for the program, and the expected short-term outcomes.
- 2.) How are youth admitted/referred, what are the primary services provided and/or skills taught, as well as the domain of interest(s) targeted. Describe the process from referral to termination.
- 3.) The frequency of contact with program participants and average duration of services (or range).
- 4.) Measures of success – how does the program determine successful completion, how is youth progress monitored, what incentives or rewards are used.

1. The purpose of the program is to reduce the number of juveniles being placed outside of a community setting, improve functioning of juveniles in the community and in their homes.
2. Juveniles will be referred to the program by a probation officer after their case is staffed with the Chief Probation Officer. Once referred the referral will be reviewed for appropriateness by Butler Behavioral Health. Once the referral is received by Butler Behavioral Health, a clinician will reach out to the probation officer and the family within 2 days to set up an intake and assessment session. The IHB team utilizes a wide array of strength-based approaches to assist the family in reaching their treatment target. These include: solution focus-based behavioral interventions, dialectical behavioral therapy, motivational interviewing, and cognitive behavioral therapy interventions. All of our teams utilize trauma informed care best practices and our clinicians hold TIC Level 1 certification through the state of Ohio.
3. The IHB program consists of a two person team who works with an assigned family for 4-5 months to reach their treatment target. The team consists of a Master's level clinician and a qualified mental health specialist (QMHS). IHB services can be provided alongside med-somatic services.

The treatment team works directly with both the child and parent 3 times per week during the 4-5 month duration. The clinician's role is to work with the parent to stabilize the family unit so that progress can be made as a whole. Their sessions occur once a week in the home environment. The QMHS's sessions with the child consist of assisting the child with acquiring, and practicing the skillset needed to make progress towards their treatment goal. The QMHS meets with the child twice weekly, both in the home and school environments. In the majority of cases, once the family unit is deemed ready, there will be joint family sessions to bring the treatment goal full circle.

4. The North Carolina Family Assessment Scale will be utilized at the beginning and end of treatment to measure overall family and child success. Successful completion is measured by observed/reported improvement and progress towards identified treatment targets. Progress is measured throughout utilizing progress scales for the child and family that serve as a working document to collaborate on how to reach positive outcomes, both together and individually.

QUALITY ASSURANCE

Frequent and regular contact between Court Probation Officers and the Butler Behavioral Health Clinicians will take place. This contact will include regular phone calls, team meetings, and at least monthly staffings where each case will be discussed as well as written reports including a discharge summary. The Court will track each child that participates in this program for one year after completion to determine if they have been placed outside of a community setting.

PROGRAM CONTACT INFORMATION

Name, Title	Alysha Haury, LPCC-S, Program Manager-WINGS
Agency	Butler Behavioral Health
Agency Address	1490 University Blvd Hamilton, Ohio 45011
Phone Number	513-881-7189 ext 3164
E-mail	ahaury@bbhs.org

QUALITY ASSURANCE CONTACT INFORMATION

Name, Title	Kevin Kincer, Information Technology/DATA Analyst
Agency	Warren County Juvenile Court
Agency Address	900 Memorial Drive Lebanon, Ohio 45036
Phone Number	513-695-2845
E-mail	kevin.kincer@co.warren.oh.us

JDAI ADMINISTRATION NARRATIVE

THIS FORM MUST BE SUBMITTED WITH THE FY 2020 JUVENILE COURT GRANT AGREEMENT AND FUNDING APPLICATION THAT IS DUE BY JUNE 3, 2020.

REQUIREMENTS:

JDAI Administration

- This form must be completed by courts that are using JDAI dedicated funding. Please fill in all applicable fields (i.e. grant contact information).
- Funds can be used for JDAI system's assessments, detention utilization studies, and development of processes and support functions to facilitate implementation of JDAI principles in the county.

GENERAL INFORMATION

Name of County | Warren County Juvenile Court

PROGRAM DESCRIPTION

Our Court has allocated the use of \$3853.39 of JDAI monies to be used for costs related to training/travel of staff to further enhance the initiative.

ADMINISTRATIVE POSITION DESCRIPTIONS (IF APPLICABLE)

Name, Position

Please enter position description and percentage of time providing DIRECT JDAI support.

Name, Position

Please enter position description and percentage of time providing DIRECT JDAI support.

Name, Position

Please enter position description and percentage of time providing DIRECT JDAI support.

ADMINISTRATIVE CONTACT INFORMATION

Report	Name	E-mail	Phone #
Fiscal Reporting	Anne Juergens	Anne.juergens@co.warren.oh.us	513-695-1614
JDAI Tracking Reports	Laura Schnecker	Laura.schnecker@co.warren.oh.us	513-695-1615
JDAI QRS Reporting	Laura Schnecker	Laura.schnecker@co.warren.oh.us	513-695-1615

Program Maintenance Costs Budget Form

COUNTY: Warren

FUNDING CATEGORY: JDAI

Activity Purpose Grant Administration

LOCAL PROGRAM / ACTIVITY NAME: JDAI

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Briefly explain the reason needed.</u>
Travel/training costs	1	\$ 3,853.39	\$ 3,853.39	Travel & training costs related to JDAI
Total Maintenance Costs			\$ 3,853.39	

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

SUBSIDY GRANT ADMINISTRATION NARRATIVE

(THIS FORM MUST BE SUBMITTED WITH THE FY 2020 JUVENILE COURT GRANT AGREEMENT AND FUNDING APPLICATION THAT IS DUE IN JUNE 2019)

REQUIREMENTS:

Grant Administration

- This form must be completed by all courts whether or not Grant Administration costs are budgeted. Please fill in all applicable fields (i.e. grant contact information).
- The Grant Administration area should include all capital construction costs, all general staff training costs, and any costs related to the overall administration of the grant. Any Year End EVB funded training/TA/QA activity should be described in the Program Description section.
- Matching Funds – If RECLAIM Ohio or Youth Services Grant funds are used as match for another grant, and the percentage of the match is 25% or less, then the match amount can be placed under Grant Administration. If the match percentage is more than 25%, then it must be placed in the appropriate direct service program/activity.
- If the court is budgeting an annual allocation for the Family & Children First Council's administrative costs, this cost can be budgeted under this category.

GENERAL INFORMATION

Name of County Warren

PROGRAM DESCRIPTION

We don't spend any funds on grant administration.

ADMINISTRATIVE POSITION DESCRIPTIONS (IF APPLICABLE)

Name, Position

Please enter position description and percentage of time providing DIRECT support services for grant programming/activities

Name, Position

Please enter position description and percentage of time providing DIRECT support services for grant programming/activities

Name, Position

Please enter position description and percentage of time providing DIRECT support services for grant programming/activities

Name, Position

Please enter position description and percentage of time providing DIRECT support services for grant programming/activities

ADMINISTRATIVE CONTACT INFORMATION

Report	Name	E-mail	Phone #
Fiscal Reporting	Anne Juergens	anne.juergens@co.warren.oh.us	513-695-1614
Youth Tracking Reports	Laura Schneckner	laura.schneckner@co.warren.oh.us	513-695-1615
Adjudication/Bindover	Laura Schneckner	Laura.schneckner@co.warren.oh.us	513-695-1615
Amendments/Programs	Laura Schneckner	Laura.schneckner@co.warren.oh.us	513-695-1615

COUNTY INFORMATION

Training Description	# of Staff Trained	# of Training Hours
N/A	Enter Number Here	Enter Number Here
Enter Training Description Here	Enter Number Here	Enter Number Here
Enter Training Description Here	Enter Number Here	Enter Number Here

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0615

Adopted Date May 21, 2019

ACKNOWLEDGE PAYMENT OF BILLS


BE IT RESOLVED, to acknowledge payment of bills from 5/14/19 and 5/16/19 as attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

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

Resolution

Number 19-0616

Adopted Date May 21, 2019

APPROVE BOND RELEASE FOR RHEIN NATORP DEVELOPMENT CO., LLC FOR COMPLETION OF IMPROVEMENTS IN LONG COVE, SECTION 6A & 6B SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Long Cove, Sections 6A & 6B
Developer	:	Rhein Natorp Development Co., LLC
Township	:	Deerfield
Amount	:	\$2,195.00
Surety Company	:	Certified Check #25217 – Merrill Lynch

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
OMB (S. Spencer & J. Stilgenbauer)
Soil & Water (file)
Bond Agreement file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0617

Adopted Date May 21, 2019

APPROVE RECORD PLATS

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following Record Plat:


- Locust Grove At Country Brook North Section Three -E – Clearcreek Township

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 19-0618

Adopted Date May 21, 2019

CREATE A NEW TAX CERTIFICATE ADMINISTRATION FUND #2248, ACCEPT AN AMENDED CERTIFICATE, AND APPROVE A SUPPLEMENTAL APPROPRIATION FOR THE ADMINISTRATION OF THE TAX CERTIFICATE SALE

WHEREAS, the County Treasurer has negotiated to sell Tax Certificates for delinquent real estate taxes in the county: and

WHEREAS, ORC Section 5721.31(E) directs that a Tax Certificate Administration Fund be established to track administrative charges and expenses related to the sales of tax certificates; and

NOW THEREFORE BE IT RESOLVED, to create TAX CERTIFICATE ADMINISTRATION FUND #2248; and

BE IT Further RESOLVED, to accept an amended certificate from the Treasurer in the amount of \$5,000.00 (as attached) and approve the following supplemental appropriation:

\$5,000.00 into 22481130-5400 Professional Services

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

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

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

Resolution

Number 19-0619

Adopted Date May 21, 2019

APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the eleventh month of their mandated share for SFY 2019 be transferred into the Human Services Public Assistance Fund #2203; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #11011112 into Human Services Fund #2203:

\$16,596.42	from	#11011112-5742	(Commissioners Grants - Public Assistance)
	into	#2203-49000	(Human Services - Public Assistance)

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Operational Transfer file
Human Services (file)
OMB

Resolution

Number 19-0620

Adopted Date May 21, 2019

AMEND RESOLUTION 19-0204 APPROVING THE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services requested that the seventh and eighth months of their mandated share for SFY 2019 be transferred into the Human Services Public Assistance Fund #2203; and

WHEREAS, the wrong account number was used for the Human Services Public Assistance Account;

NOW THEREFORE BE IT RESOLVED, to amend resolution #19-0204 adopted February 12, 2019, to reflect the correct account number for the Human Services Public Assistance Account for the operational transfer from Commissioners Fund #1101 into Human Services Fund #2203:

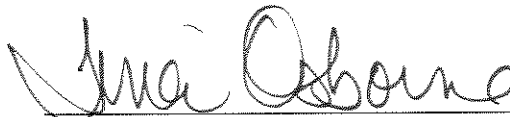
\$33,192.96	from	#11011112-5742	(Commissioners Grants - Public Assistance)
	into	#2203-49000	(Human Services - Public Assistance)

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Operational Transfer file
Human Services (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0621

Adopted Date May 21, 2019

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN RECORDS CENTER AND ARCHIVES #11011500

BE IT RESOLVED, to approve the following appropriation adjustment:


\$7,000.00 from #11011500-5820 (Health and Life Insurance)
 into #11011500-5317 (Non-Capital Purchases)

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Records Center (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0622

Adopted Date May 21, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND
#11011280

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,200.00 from #11011280-5910 (Other Expense)
 into #11011280-5141 (Acting Judges No SC)

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0623

Adopted Date May 21, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
SERVICES FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 1,000.00 from #11011223-5811 (PERS)
 into #11011223-5317 (Non Capital Purchases)

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

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

Resolution adopted this 21st day of May 2019.

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 19-0624

Adopted Date May 21, 2019

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

BE IT RESOLVED, to approve the following appropriation adjustment:

\$400.00 from 22892220-AAEXPENSE 22891220 5102 (Regular Salaries)
 into 22892220-AAEXPENSE 22891220 5317 (Non Capital Purchase)

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas (file)

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

Resolution

Number 19-0625

Adopted Date May 21, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO JAIL CONSTRUCTION PROJECT
FUND #4495

BE IT RESOLVED, to approve the following supplemental appropriation:


\$1,741,873.83 into #44953712-5320 (Capital Projects)

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor _____
Supplemental Appropriation file
Facilities Management (file)
S. Spencer

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

Resolution

Number 19-0626

Adopted Date May 21, 2019

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
MAY 23, 2019

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, May 23, 2019.

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor
Commissioners file
Press

Resolution

Number 19-0627

Adopted Date May 21, 2019

AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE ADDENDA 4 & 5 TO THE CONSTRUCTION MANAGER AT RISK SERVICES CONTRACT WITH GRANGER CONSTRUCTION COMPANY FOR THE NEW JAIL AND SHERIFF'S ADMINISTRATION OFFICE PROJECT ("PROJECT")

WHEREAS, this Board of County Commissioners (the "Board") has been informed that two enabling scopes of work, 1) the Justice Drive Road Relocation, and 2) Soil Stabilization work, must occur in preparation for and prior to construction of the new jail; and

WHEREAS, the optimal timing for the Justice Drive Road Relocation is during summer break for Donovan Elementary School which is adjacent to the Project site, because pedestrian and vehicle traffic flow will be reduced during the summer break; and

WHEREAS, Granger Construction Co., Inc. (the "CMR") recommends that both the budget and the schedule for the Project will benefit from early procurement of the Road Relocation subcontractor and execution of the Road Relocation work, so that construction for the Project can begin in July 2019 as originally scheduled; and

WHEREAS, the CMR received four responsive bids from prequalified subcontractors and recommends that the subcontract for the Justice Drive Road Relocation work be awarded to Miller Brothers in the amount of \$1,371,581.83, as described in Addendum 4; and

WHEREAS, in order to supervise this Justice Drive Road Relocation in advance of the commencement of the new jail construction, the CMR will incur 2 months of additional staff and general conditions costs in the amounts of \$155,292.00 for CMR staff and \$77,646 for general conditions costs; and

WHEREAS, the Board has been informed that the bearing capacity of existing soils under the Project site for the new jail are insufficient to support the new jail structure and the Soil Stabilization work must occur prior to construction of the new jail; and

WHEREAS, the Civil Engineer, IDE, recommended five possible soil stabilization methods which were evaluated by the CMR and Structural Engineer based on cost and schedule impacts, and pursuant to the CMR's recommendation, the Board understands the rammed aggregate pile method to be the best fit for this Project given the specific soil conditions, required bearing capacity, and locations of the deficiencies; and

WHEREAS, the CMR received three responsive bids from prequalified subcontractors for the Soil Stabilization work and recommends that the subcontract for Soil Stabilization work be awarded to Peterson Contractors, Inc. in the amount of \$215,000.00 as described in Addendum 5; and

RESOLUTION #19-0627
MAY 21, 2019
PAGE 2

WHEREAS, such subcontracts are subject to open book pricing and shall be paid as Costs of the Work in the amounts set forth in Addenda 4 and 5 attached hereto.


NOW THEREFORE BE RESOLVED, to authorize the CMR to procure the subcontractors described in Addenda 4 and 5, subject to the not-to-exceed pricing set forth in Addenda 4 and 5 and to authorize the President of the Board to execute Addenda 4 and 5 to the Construction Manager at Risk Agreement with Granger Construction Company in substantially the same form attached hereto and make payment in accordance with the provisions of Addenda 4 and 5 as such services are completed and such costs are incurred by the Construction Manager at Risk, subject to open book pricing.

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

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

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS

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

Tina Osborne, Clerk

cc: c/a—Granger Construction Co.
Sheriff (file)
Commissioners file
Project file
S. Spencer

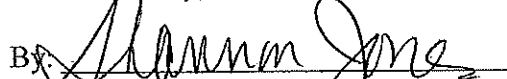
**ADDENDUM NO. 4 TO
CONSTRUCTION MANAGER AT RISK AGREEMENT**

Pursuant to the Construction Manager at Risk Agreement effective May 24, 2018 ("Agreement") between the Board of County Commissioners of Warren County, Ohio ("Owner") and Granger Construction Co., Inc. ("Construction Manager") (collectively, "the Parties") for the construction of the project known as the New Jail and Sheriff's Administration Office Project ("Project"), the Parties hereby amend the Agreement as set forth below.

- 1) Notwithstanding any other provision in the Agreement to the contrary, this Addendum is part of the Agreement.
- 2) The Construction Manager has recommended that the Justice Drive Road Relocation Work be procured and performed early so that this scope of work is completed at a time when traffic volume is lower and so that construction of the new jail can begin as originally scheduled. The Construction Manager will award the subcontract for the Justice Drive Road Relocation to Miller Brothers in an amount not to exceed \$1,371,581.83. To supervise this Work, the Construction Manager will incur additional staff costs of \$155,292.00 and additional general conditions costs of \$77,646.00. The Construction Manager's Guaranteed Maximum Price (GMP) will include these costs and the Owner will be credited for all amounts already paid pursuant to this Addendum.
- 3) In the event of any inconsistency, the provisions of this Addendum shall control over any exhibit or attachment hereto.
- 4) Except as stated herein, this Addendum shall not alter any part of the Agreement between the Owner and Construction Manager for the Project. This Addendum may be executed in any number of original counterparts, all of which evidence one agreement and only one of which needs to be produced for any purpose.

This Addendum is entered into effective as of the day and year executed by Owner as set forth below:

Board of County Commissioners,
Warren County, Ohio

By: 

Printed: Shannon Jones

Title: President

Date: 5/21/19

Granger Construction Company

By: 

Printed: JASON WEHRLE

Title: DIRECTOR

Date: 5/21/19

APPROVED AS TO FORM



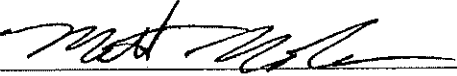
Adam M. Nice
Asst. Prosecuting Attorney

CERTIFICATE OF FUNDS
(ORC Section 5705.41)

The undersigned, Fiscal Officer of Warren County, Ohio, hereby certifies that the moneys required to meet the obligations of the County during the current fiscal year, under the attached Agreement for the services indicated herein have been lawfully appropriated for those purposes and are in the appropriate account of the County, or in the process of collection to the credit of the appropriate account or fund, free from any previous encumbrances.

DATED: 5/21/19

Warren County

By: 
Fiscal Officer

**ADDENDUM NO. 5 TO
CONSTRUCTION MANAGER AT RISK AGREEMENT**

Pursuant to the Construction Manager at Risk Agreement effective May 24, 2018 ("Agreement") between the Board of County Commissioners of Warren County, Ohio ("Owner") and Granger Construction Co., Inc. ("Construction Manager") (collectively, "the Parties") for the construction of the project known as the New Jail and Sheriff's Administration Office Project ("Project"), the Parties hereby amend the Agreement as set forth below.

- 1) Notwithstanding any other provision in the Agreement to the contrary, this Addendum is part of the Agreement.
- 2) The Construction Manager and Civil Engineer have recommended that the soil stabilization work be procured and performed early so that construction of the new jail can begin as originally scheduled. The Construction Manager will award the subcontract for the soil stabilization to Peterson Contractors, Inc. in an amount not to exceed \$215,000.00. The Construction Manager's Guaranteed Maximum Price (GMP), will include this amount as a Cost of the Work and the Owner will be credited for all amounts already paid pursuant to this Addendum.
- 3) In the event of any inconsistency, the provisions of this Addendum shall control over any exhibit or attachment hereto.
- 4) Except as stated herein, this Addendum shall not alter any part of the Agreement between the Owner and Construction Manager for the Project. This Addendum may be executed in any number of original counterparts, all of which evidence one agreement and only one of which needs to be produced for any purpose.

This Addendum is entered into effective as of the day and year executed by Owner as set forth below:

Board of County Commissioners,
Warren County, Ohio

By: Shannon Jones

Printed: Shannon Jones

Title: President

Date: 5/21/19

Granger Construction Company

By: [Signature]

Printed: JASON WEEHLE

Title: Director

Date: 5/21/19

APPROVED AS TO FORM

[Signature]

Adam M. Nice

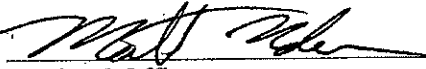
Asst. Prosecuting Attorney

CERTIFICATE OF FUNDS
(ORC Section 5705.41)

The undersigned, Fiscal Officer of Warren County, Ohio, hereby certifies that the moneys required to meet the obligations of the County during the current fiscal year, under the attached Agreement for the services indicated herein have been lawfully appropriated for those purposes and are in the appropriate account of the County, or in the process of collection to the credit of the appropriate account or fund, free from any previous encumbrances.

DATED: 5/21/19

Warren County

By: 
Fiscal Officer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0628

Adopted Date May 21, 2019

SET SPECIAL MEETING FOR THURSDAY, JUNE 27, 2019 AND CANCEL REGULARLY SCHEDULED MEETING OF TUESDAY, JULY 2, 2019

BE IT RESOLVED, to set a special meeting for Thursday, June 27, 2019 at 5:00 p.m. for the purpose of conducting a work session relative to the Warren County Jail Project along with conducting general business; and

BE IT FURTHER RESOLVED, that the regularly scheduled meeting of Tuesday, July 2, 2019, be cancelled.

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

Mrs. Jones - yea
Mr. Young - yea
Mr. Grossmann - yea

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tao/

cc: Press
Commissioners file

Resolution

Number 19-0629

Adopted Date May 21, 2019

CONTINUE ADMINISTRATIVE HEARING TO CONSIDER VARIANCE AND APPEAL OF CONDITIONS REQUIRED FOR AN ACCESS PERMIT OF SCOTT AND DIANE FORNSHELL IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, to continue the administrative hearing to consider a Request for Variance and Appeal of Conditions Required for an Access Permit filed by Scott and Diane Fornshell for access to 2000 Wilmington Road for Parcel #13-24-300-002 in Turtlecreek Township; said hearing to be continued to May 28, 2019, at 9:15 a.m. in the County Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio 45036.

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

Mrs. Jones - yea
Mr. Young - yea
Mr. Grossmann - yea

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Engineer (file)
Public Hearing file
Applicant – Scott & Diane Fornshell
Bruce McGary

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

Resolution

Number 19-0630

Adopted Date May 21, 2019

**CONTINUE ADMINISTRATIVE HEARING TO CONSIDER SITE PLAN REVIEW
APPLICATION OF GATES INVESTMENT, LLC IN FRANKLIN TOWNSHIP**

BE IT RESOLVED, to continue the administrative hearing to consider the site plan review application of Gates Investment, LLC requesting to operate a used car lot at 9762 North Dixie Highway (Parcel #0427152002) in Franklin Township, Warren County, Ohio; said hearing to be continued to May 28, 2019, at 9:30 a.m. in the County Commissioners Meeting Room, 406 Justice Drive, Lebanon, Ohio 45036.

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

Mrs. Jones - yea
Mr. Young - yea
Mr. Grossmann - yea

Resolution adopted this 21st day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tao/

cc: Zoning (file)
Public Hearing file
Applicant
Bruce McGary