

Resolution

Number 19-0681

Adopted Date June 04, 2019

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

WHEREAS, there exists an opening for the "Fraud Investigator" position within Warren County Department of Job and Family Services, Human Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting and advertising of the position of "Fraud Investigator" 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 June 5, 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 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Human Services (file)
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0682

Adopted Date June 04, 2019

ACCEPT RESIGNATION OF TRAVIS CLARK, SOCIAL SERVICES WORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE JUNE 7, 2019

BE IT RESOLVED, to accept the resignation, of Travis Clark, Social Services Worker II, within the Warren County Department of Job and Family Services, Human Services Division, effective June 7, 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 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
T. Clark's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 19-0683

Adopted Date June 04, 2019

APPROVE PROMOTION OF JONATHAN YOUNG TO THE POSITION OF WATER DISTRIBUTION WORKER II WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Young has successfully obtained his class A CDL license and is eligible to be promoted to a Water Distribution Worker II classification; and

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

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Jonathan Young to the position of Water Distribution Worker II within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #1, \$19.47 per hour, effective May 25, 2019; and

BE IT FURTHER RESOLVED, Mr. Young will receive the typical three (3) percent increase after meeting his year probation on March 24, 2020, effective pay period beginning March 28, 2020.

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 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
J. Young's Personnel file
OMB – Sue Spencer
Theresa Reier

Resolution

Number 19-0684

Adopted Date June 04, 2019

ENTER INTO A CONSULTING SERVICES CONTRACT WITH DUNROBIN ASSOCIATES, LLC ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to enter into a consulting services contract with Dunrobin Associates, LLC, 10132 Kenwood Road, Cincinnati, OH 45242 for right of way acquisition services for the Lytle Five Points and Bunnell Hill Road Roundabout Improvement Project. 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 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Dunrobin Associates, LLC
Engineer (file)

**CONSULTING SERVICES CONTRACT FOR
LYTLE FIVE POINTS ROAD AND BUNNELL HILL ROAD ROUNDABOUT
RIGHT-OF-WAY ACQUISITION SERVICES**

THIS IS AN AGREEMENT, made and effective on the date last signed below, between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Dunrobin Associates, LLC, 10132 Kenwood Road, Cincinnati, OH 45242, a Limited Liability Company organized, duly licensed and existing under the laws of the Commonwealth of Kentucky, hereinafter referred to as the "CONSULTANT."

COUNTY ENGINEER intends to construct a roundabout at the intersection of Lytle-Five Points Road and Bunnell Hill Road, hereinafter referred to as the PROJECT. In order to proceed with the PROJECT, Right-of-Way must be acquired from approximately 15 parcels, which are part of services to be provided by CONSULTANT.

OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of professional Right-of-Way Acquisition Services by CONSULTANT and the payment for those services by OWNER as set forth below.

CONSULTANT shall provide professional Right-of-Way Acquisition Services for COUNTY ENGINEER in all phases of the Project to which this Agreement applies, serve as COUNTY ENGINEER'S professional Appraisal Review representative for the Project as set forth below and shall give professional Right-of-Way Appraisal Review consultation and advice to COUNTY ENGINEER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

- 1.1 CONSULTANT shall perform tasks for the PROJECT in accordance with the scope of services attached and made a part of this contract and identified as Exhibit 1, hereinafter referred to as "Basic Services".
- 1.2 CONSULTANT shall furnish to the COUNTY ENGINEER one copy of all electronic files regarding the PROJECT.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, CONSULTANT shall furnish or obtain from others Additional Services, which are not considered normal or customary Basic Services. Such services are to be set forth in an exhibit, and identified as "if authorized" services.

SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES

COUNTY ENGINEER shall:

- 3.1 Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project.

- 3.2 Assist CONSULTANT by placing at his disposal all available information pertinent to the Project.
- 3.3 Furnish CONSULTANT, as required for performance of CONSULTANT'S Basic Services, data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions, all of which CONSULTANT may rely upon in performing his/her services.
- 3.4 Give prompt written notice to CONSULTANT whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services, or any defect in the work of the CONSULTANT.
- 3.5 Furnish, or direct CONSULTANT to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.6 Provide the legal descriptions of the pertinent Right-of-Way areas.
- 3.7 Bear all costs incidental to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for CONSULTANT'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. CONSULTANT'S obligation to render services hereunder will extend for the period of time that may reasonably be required for the Right-of-Way Acquisition Services of the PROJECT, including extra work and required extensions thereto.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services and Expenses of CONSULTANT

- 5.1.1 For Basic Services. OWNER shall pay CONSULTANT for Basic Services rendered under Section 1 as follows:
 - 5.1.1.1 The CONSULTANT agrees to provide the Basic Services set forth in Section 1 hereof to the COUNTY ENGINEER for the PROJECT, for a fee not to exceed \$66,536.00.
 - 5.1.1.2 For Additional Services, OWNER shall pay CONSULTANT for Additional Services rendered under Section 2 as set forth in an exhibit, attached to and made a part of this Agreement, for a lump sum fee.

5.2 Times of Payments

- 5.2.1 CONSULTANT shall submit monthly progress reports for Basic and Additional Services rendered. The progress reports will be based upon CONSULTANT'S estimate of the proportion of the total services actually completed at the time of billing. No payment will be processed without a monthly progress report. OWNER shall make prompt monthly payments in response to CONSULTANT'S monthly statements.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination

The obligation to provide services under this Agreement may be terminated by either party upon thirty (30) days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated, CONSULTANT shall be paid for services performed to the termination date.

6.2 Reuse of Documents

All documents including reports and maps prepared by CONSULTANT pursuant to this Agreement are instruments of service as part of the PROJECT. They are not intended or represented to be suitable for reuse by COUNTY ENGINEER or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER or COUNTY ENGINEER'S risk and without liability or legal exposure to CONSULTANT. Any verification or adaptation requested by OWNER or COUNTY ENGINEER to be performed by CONSULTANT will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and CONSULTANT.

6.3 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio.

6.4 Successors and Assigns

- 6.4.1 OWNER, COUNTY ENGINEER and CONSULTANT each bind himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations of this Agreement.
- 6.4.2 Neither OWNER nor CONSULTANT nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.
- 6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER, COUNTY ENGINEER and CONSULTANT.

6.5 Modification or Amendment

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

6.6 Construction

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

6.7 Waiver

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

6.8 Relationship of Parties

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

6.9 Parties

Whenever the terms "OWNER", "COUNTY ENGINEER" AND "CONSULTANT" are used herein, these terms shall include without exception the employees, agents, successors, assigns and/or authorized representatives of OWNER, COUNTY ENGINEER and CONSULTANT.

6.10 Headings

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

6.11 Notices

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

Warren County Commissioners
Attn. Tiffany Zindel, County Administrator
406 Justice Drive
Lebanon, Ohio 45036
Ph. 513-695-1250

Warren County Engineer's Office
Attn. Neil F. Tunison, County Engineer
210 W Main Street
Lebanon, Ohio 45036
Ph. 513-695-3309

Dunrobin Associates, LLC
Attn: Beth Sutherland
10132 Kenwood Road
Cincinnati, OH 45242
Ph. 513-479-9237

6.12 Insurance

CONSULTANT shall carry commercial general liability and professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. CONSULTANT further agrees that in the event that its commercial general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, CONSULTANT shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Contract. CONSULTANT shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage, which further requires and provides for thirty (30) days written notice of cancellation or non-renewal to COUNTY ENGINEER. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

CONSULTANT shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide COUNTY ENGINEER with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

The following Exhibits are attached to and made a part of this Agreement:

Exhibit 1

SECTION 8 - ENTIRE AGREEMENT

This Agreement (consisting of pages 1 to 7, inclusive), together with the Exhibits and schedules Identified above constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Exhibit and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

SECTION 9 - INDEMNIFICATION

CONSULTANT will defend, indemnify, protect, and save OWNER and COUNTY ENGINEER from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by CONSULTANT, its agents, employees, licensees, contractors, or subcontractors pursuant to the performance of services under this agreement; (b) the failure of CONSULTANT, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of CONSULTANT, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

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SECTION 10 – EXECUTION

CONSULTANT :

IN EXECUTION WHEREOF, Dunrobin Associates, LLC, a Kentucky Limited Liability Company for profit, has caused this Agreement to be executed on the date stated below by L. Beth Sutherland, whose title is Managing Member, pursuant to a corporate Resolution authorizing such act.

SIGNATURE: LSutherland
PRINTED NAME: L. Beth Sutherland
TITLE: Managing Member
DATE: May 9, 2019

OWNER:

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by Shannon Jones, its President, pursuant to Resolution No. 19-0684 dated 6/4/19.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Shannon Jones
PRINTED NAME: Shannon Jones
TITLE: President
DATE: 6/4/19

RECOMMENDED BY:

**NEIL F. TUNISON, P.E., P.S.
WARREN COUNTY ENGINEER**

By: Neil F. Tunison
Neil F. Tunison, P.E., P.S.

APPROVED AS TO FORM:

**DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO**

By: Adam M. Nice
Adam M. Nice
Assistant Prosecuting Attorney

Resolution

Number 19-0685

Adopted Date June 04, 2019

ADVERTISE AND SET JULY 9, 2019 AT 9:15 A.M. FOR THE PUBLIC HEARING TO
CONSIDER THE COUNTY'S YEAR 2020 TAX BUDGET

BE IT RESOLVED, to set July 9, 2019 at 9:15 a.m., in the County Commissioners' Meeting Room,
for the public hearing to consider the filing of the County's Year 2020 Tax Budget; and

BE IT FURTHER RESOLVED, to advertise one (1) time in a newspaper of general circulation, at
least ten (10) days prior to hearing.

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 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

to/

cc: Auditor
Budget file
OMB (file)

Resolution

Number 19-0686

Adopted Date June 04, 2019

AUTHORIZE THE PRESIDENT OF THIS BOARD TO SIGN A SATISFACTION OF MORTGAGE FOR DAWN LEFEVERS

WHEREAS, Dawn LeFevers, unmarried, received a Deferred Loan for Down Payment Assistance for the Purchase of Property, funded by the First Time Homebuyers Assistance Program, through the Warren County Board of Commissioners; and

WHEREAS, the Deferred Loan for said assistance has been fully paid and satisfied by the Board of Commissioners;

NOW THEREFORE BE IT RESOLVED, to authorize the President of this Board to sign a Satisfaction of Mortgage for Dawn LeFevers, on the real estate known as 516 Lookout Ridge, 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 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp

cc: OGA (file)
c/a—LeFevers, Dawn
Lawyers Title of Cincinnati, Inc.

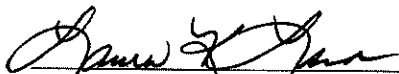
SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT the Warren County Board of Commissioners does hereby certify, that a certain Mortgage Deed, dated the 30th day of June, 2003, recorded on the 22nd day of July, 2003, in Record of Mortgages, Vol. 3161 Pages 886-889, in the Office of the Recorder of Warren County, Ohio, executed by Dawn LeFevers, unmarried, to the Warren County Board of Commissioners on the following real estate, known as 516 Lookout Ridge, Lebanon, Ohio 45036, and legally described in Exhibit "A", attached hereto and made a part hereof, has been **fully paid and satisfied**, and the Recorder is authorized to **discharge** the same of record.


In Testimony Whereof, the said Warren County Board of Commissioners by Shannon Jones, President, acting in her official capacity, has hereunto set her hand this 4th day of June, 2019, A.D.

Signed and Acknowledged
In the Presence of

Warren County Board of Commissioners



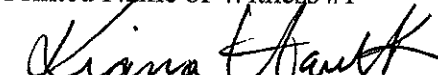
Signature of Witness #1



Shannon Jones, President

Laura K Lander

Printed Name of Witness #1



Signature of Witness #2

Kiana Hawk

Printed Name of Witness #2

State of Ohio
County of Warren, ss:

Be It Remembered, That on this 4th day of June, 2019, A.D., before me, the subscriber, a Notary Public in and for said County, personally came the above named Shannon Jones, President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in her official capacity, to be her voluntary act and deed, for uses and purposes therein mentioned.

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



Notary Public

This instrument prepared by Warren County, Ohio.



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

EXHIBIT "A"

Legal Description
Warren County
Parcel Sidwell No. 13-35-276-045

Situated in the State of Ohio, County of Warren, City of Lebanon, and being all of Lot #6702 in Sterling Chase Subdivision, Section 2, as recorded in plat Book 51, Pages 21, 22, and 23 of the Plat Records of Warren County, Ohio.

Prior Deed Reference: Volume 4263, Page 171
Parcel #13-35-276-045

Resolution

Number 19-0687

Adopted Date June 04, 2019

APPROVE AND ENTER INTO AN ELECTRIC/TELECOMMUNICATION EASEMENT AGREEMENT WITH DUKE ENERGY OHIO, INC. FOR THE FOSTERS LIFT STATION PRIMARY POWER FEED

WHEREAS, this Board of County Commissioners of the County of Warren, Ohio recognizing the need to perform improvements to the power feed to Fosters Lift Station; and

WHEREAS, the primary electric power feeds to the facility need rerouted to accommodate improvements by the Warren County Engineer's Office to Socialville Foster Road; and

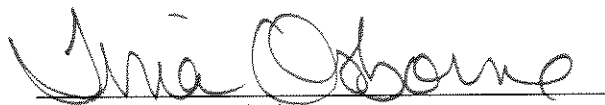
NOW THEREFORE BE IT RESOLVED, to enter into an Easement Agreement with Duke Energy Ohio, Inc. for permanent easement that is part of a tract of land containing 0.47 acres, Pt Parcel #16-10-351-005, located in Deerfield Township, as attached hereto and made a part hereof.

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 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

GRANT OF EASEMENT

Pt. Parcel # 16-10-351-005

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **THE BOARD OF COMMISSIONERS OF WARREN COUNTY, OHIO**, a body politic duly formed and existing under the laws of the State of Ohio, (hereinafter referred to as "Grantor"), hereby grant(s) **DUKE ENERGY OHIO, INC.**, an Ohio corporation, with a mailing address of 139 East Fourth Street, Cincinnati, OH 45202 and its successors and assigns (hereinafter referred to as "Grantee"), a perpetual, non-exclusive easement to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify and remove, electric, and/or telecommunication line or lines including but not limited to, all necessary and convenient supporting structures (such as poles), underground ducts, conduits, wires, cables, manholes, pullboxes, guy wires with anchors, grounding systems, counterpoises, surface equipment (including, but not limited to, transformers and switchgears), and all other appurtenances, fixtures and equipment (hereinafter referred to as the "Facilities"), for the transmission and distribution of electrical energy, and for Grantee's technological purposes (including but not limited to Grantee's telecommunications), both overhead and underground, in, upon, over, along, under, through and across the following described real estate:

Situate in Section 10, Town 4 East, Range 2 North, Deerfield Township, Warren County, State of Ohio, being that property containing 0.47 acre of land, as conveyed to **THE BOARD OF COMMISSIONERS OF WARREN COUNTY, OHIO** from **KENNETH D. CORWIN AND ADELL M. CORWIN** by General Warranty Deed dated September 21, 2000 and recorded in **OFFICIAL RECORD BOOK 2012 PAGE 361** in the Office of the Recorder of Warren County, Ohio (hereinafter referred to as "Grantor's Property").

Said overhead electric easement being a strip of land thirty two (32') in uniform width, lying sixteen feet (16') wide on both sides of a centerline, and said underground electric easement being a strip of land fifteen feet (15') in uniform width, lying seven and one-half feet (7.5') wide on both sides of a centerline, which centerlines shall be shown on Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as "the Easement Area").

This easement grant shall include, but not be limited to, the following respective rights and duties of Grantor and Grantee:

1. Grantee shall have the right of ingress and egress over the Easement Area, and over the adjoining land of Grantor's Property (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation upon or over the Easement Area. Grantee shall also have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation which are adjacent to the Easement Area but only to the extent such vegetation may endanger, as reasonably determined by Grantee, the safe or reliable operation of the Facilities, or where such vegetation is trimmed consistent with generally accepted arboricultural practices.
4. 3. Intentionally omitted. To the best of Grantor's knowledge, the Easement Area and the adjoining land of Grantor's Property, have never been used to release, discharge, generate or store any toxic, hazardous, corrosive, radioactive or otherwise harmful substance or material.
5. Grantor shall not place, or permit the placement of, any obstructions, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction.
6. Grantee shall have the right to pile dirt and other material and to operate equipment upon the surface of the Easement Area and the adjoining land of Grantor's Property, *but only* during those times when Grantee is constructing, reconstructing, maintaining, repairing, replacing, relocating, adding to, modifying, or removing the Facilities.
7. Excluding the removal of vegetation and obstructions as provided herein, any physical damage to the surface area of the Easement Area and the adjoining land of Grantor's Property resulting from the exercise of the rights granted herein to Grantee, shall be promptly paid by Grantee, or repaired or restored by Grantee to a condition which is reasonably close to the condition it was in prior to the damage, all to the extent such damage is caused by Grantee or its contractors or employees. In the event that Grantee does not, in the opinion of Grantor, satisfactorily repair any damage, Grantor must, within ninety (90) days after such damage occurs, file a claim for such damage with Grantee at (a) 139 East Fourth Street, Cincinnati, OH 45202, Attn: Right of Way Services, or (b) by contacting an authorized Right of Way Services representative of Grantee.
8. Grantor shall have the right to use the Easement Area and the adjoining land of Grantor's Property in any manner which is consistent with the rights granted herein to Grantee, and shall comply with all applicable codes when making use of the land near the Facilities.
9. Notwithstanding anything to the contrary contained herein, Grantor shall not without the prior written consent of Grantee (a) construct or install, or permit the construction or installation of any building, house, or other above-ground structure, or portion thereof, upon the Easement Area; or (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by

excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area.

10. Grantor has the necessary authority and title to Grantor's Property to grant this easement to Grantee.

11. The respective rights and duties herein of Grantor and Grantee shall inure to the benefit of, and shall be binding upon the respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants of Grantor and Grantee. Easement, Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so. The exercise of any or all of the rights and privileges of Grantee set forth herein, shall be at the sole discretion of Grantee.

Signature page follows.

Resolution

Number 19-0688

Adopted Date June 04, 2019

ENTER INTO AN OHIO PUBLIC WORKS COMMISSION COOPERATION AGREEMENT WITH DEERFIELD TOWNSHIP AND DEERFIELD REGIONAL STORMWATER DISTRICT

WHEREAS, a grant application will be submitted to the Ohio Public Work Commission (OPWC) for the Kings Mills Infrastructure Improvement Project – Phase 1; and

WHEREAS, OPWC grant applications require cooperation agreements between governmental entities that collaborate on mutual projects; and

NOW THEREFORE BE IT RESOLVED, to enter into a Cooperation Agreement, as attached hereto and made a part hereof, with Deerfield Township and Deerfield Regional Stormwater District for the Kings Mills Infrastructure Improvement Project - Phase 1, subject to the following conditions:

1. The conditions shall be as stipulated in the "OPWC Cooperation Agreement" attached hereto and made part thereof.

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 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

CAW

cc: c/a—Deerfield Township
Water/Sewer (file)
Project file

OPWC COOPERATION AGREEMENT

Kings Mills Infrastructure Improvement Project – Phase 1

THIS is an AGREEMENT effective as of date the last Party has affixed their signature hereto, between Deerfield Township, Ohio, an Ohio municipal corporation (“Township”), the Deerfield Regional Stormwater District (“Stormwater District”) and the Warren County Board of County Commissioners, an Ohio county (“County”).

The County hereby agrees to collaborate with the Township and Stormwater District to submit an application to the Ohio Public Works Commission (OPWC) PY35 for the Kings Mills Infrastructure Improvement Project-Phase 1. The estimated total cost of the project is \$1,472,529. The OPWC application will request a 49% grant being an estimated \$721,539.00 with the remaining 51% being the Parties estimated share totaling \$750,990.00, however, the Parties respective obligations shall be as follows:

- 1) The Parties 51% share of the engineering and construction cost is \$750,990.00 of which the Township would pay \$549,702 (37.34%), the Stormwater District would pay \$60,300 (4.10%) and the County would pay \$140,988 (9.56%). The County costs are split between its Water & Sewer Department and County Engineer’s Office, \$115,988 and \$25,000 respectively.

The storm sewer and roadway improvements to be paid for by the Township and Stormwater District shall include storm sewers, catch basins, full depth roadway repairs and asphalt resurfacing. The water and sanitary sewer main improvements to be paid for by the County shall include replacement of 8-inch watermain as well as select replacement with 24-inch watermain and the resetting and remodeling of manholes and various restorations.

The Township shall be the designated contracting entity and shall execute agreements with OPWC, the design engineer and the construction contractor. The Township shall invoice the County Water and Sewer Department for their project cost with payments to be made to the Township.

The Township and County shall jointly review all necessary OPWC funding application documents. Upon approval from each participating member the application documents shall be signed and submitted to the OPWC by the Township.

Should the proposed project be awarded OPWC funding, the Township and County shall review and approve all Engineering Contract(s) for the design of the improvements prior to the Village executing the Contract(s). All design drawings and specifications produced for the improvements shall be reviewed and approved by the Township and County prior to advertisement for bidding and final payment of the Engineer(s). The bidding documents shall meet the design standards and specifications for each of the participating members.

The Township and County shall jointly review all submitted construction bids and shall reach consensus of the award of the construction contract. The Township shall be the contracting entity for the construction of said project. Representatives from the Township and County shall be invited to all construction progress meetings and shall be provided the opportunity to inspect the construction of the improvements. All change orders shall be reviewed and approved by both

the Township and the County. The Township and County shall perform final inspection of the improvements, provide the Construction Contractor with punch list items, and verify that all improvements are completed in accordance with the Contract Documents prior to final payment.

IN EXECUTION WHEREOF, pursuant to Resolution No. 2019-38 of Deerfield Township, Ohio, dated May 21st, 2019, Lelle Hedding, President of the Board of Deerfield Township Trustees has hereunto set her hand to this Agreement on the 1st day of June, 2019.

Attest: Kravis Jantz

Daniel L. Cas
Fiscal Officer

DEERFIELD TOWNSHIP, OHIO
By: Lelle Hedding
Lelle Hedding, President

Approved as to form:
By: Gene Yoder
Law Director

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by Shannon Jones, its President, on the date stated below, pursuant to Resolution No. 19-0699, dated 6/11/19

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 6/11/19

Approved as to form:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO
Adam Nice
By: Adam Nice, Asst. Prosecutor

First Reading: May 21, 2019
Second Reading: Dispensed

RESOLUTION 2019-30

A RESOLUTION AUTHORIZING DEERFIELD TOWNSHIP TO ENTER INTO A COOPERATIVE AGREEMENT WITH WARREN COUNTY AND THE DEERFIELD REGIONAL STORMWATER DISTRICT; AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND / OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED

Whereas, Deerfield Township, the Deerfield Regional Stormwater District, and Warren County wish to enter into a cooperation agreement to submit an application to the Ohio Public Works Commission for the Kings Mills Infrastructure Improvement Project – Phase I, and

Whereas, Deerfield Township will provide funds equal to \$549,702 (37.34 %) of the total project cost. Such funds will come from the Road and Bridge Fund, and

Whereas, Warren County Water & Sewer will provide funds not to exceed \$115,988 (7.87 %) of the total project cost. Such funds will come from Water and Sewer Funds, and

Whereas, Warren County Engineer's Office will provide funds not to exceed \$25,000 (1.69 %) of the total project cost. Such funds will come from Road and Bridge Fund, and

Whereas, Deerfield Regional Stormwater District will provide funds not to exceed \$60,300 (4.10 %) of the total project cost. Such funds will come from Road and Bridge Fund, and

Whereas, Deerfield Township will serve as lead applicant and to sign all necessary documents, and

Whereas, Deerfield Township agrees to pay its 37.34% of the cost as invoices are due / at the end of the project / as otherwise agreed upon, and

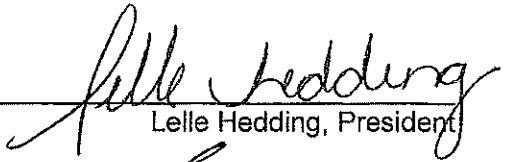
Whereas, Deerfield Regional Stormwater District agrees to pay its 4.10% of the cost as invoices are due / at the end of the project / as otherwise agreed upon, and

Whereas, Warren County agrees to pay its 9.56% of the cost as invoices are due / at the end of the project / as otherwise agreed upon.

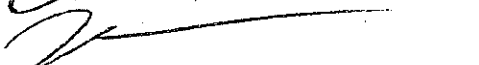
VOTE RECORD:

Mrs. Hedding Y Mr. Vestal Y Ms. Malhotra Y

PASSED at the meeting of the Board of Trustees this 21st Day of May, 2019.


Lelle Hedding, President


Lonnie Vestal, Vice President


Kristin Malhotra, Trustee

This is to certify that this Resolution was duly passed and filed with the Deerfield Township Fiscal Officer, this 21st day of May, 2019.


Dan Corey, Fiscal Officer

APPROVED AS TO FORM:


Ben Yoder, Law Director

Resolution

Number 19-0689

Adopted Date June 04, 2019

AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE AN AFFIDAVIT RELATING TO TITLE TO CORRECT A CLERICAL ERROR

WHEREAS, this Board adopted Resolution No. 19-0142 on January 29, 2019, vacating a portion of Pinnacle Lane in Deerfield Township, and said Resolution was recorded of public record; and

WHEREAS, in accordance with the County Engineer's Report, the said Resolution should have conveyed Parcel 2-Western Half of Pinnacle Lane to M/I Homes of Cincinnati, LLC, however, due to in advertent clerical error the resolution stated M/I Homes Cincinnati, Inc.; and

WHEREAS, this Board was notified of the clerical error and M/I Homes has requested the Board to execute an affidavit relating to title to correct the name to M/I Homes of Cincinnati, LLC, an Ohio limited liability company, as the party to whom Parcel 2-Western Half of Pinnacle Lane was conveyed.

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

1. That this Board does hereby approve and further authorize the President of the Board to execute the attached Affidavit relating to title.
2. That the Board is acting in its administrative capacity in adopting this Resolution.
3. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.
4. That it is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Board in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Recorder (certified) Vacation file
Engineer (file) Deerfield Township
Map Room Prosecutor

Affidavit relating to title
[R.C. §5301.252]

STATE OF OHIO, COUNTY OF WARREN, ss:

Now comes, Shannon Jones, and upon being duly cautioned and sworn, does hereby state the following based on personal knowledge:

- 1) I am of majority age, and competent to testify to the facts herein.
- 2) I am currently the President of the Board of County Commissioners of Warren County, Ohio (the "County Commissioners").
- 3) That the real property referenced as *Parcel 2 – Western Half of Pinnacle Lane*, being more particularly described in the attachment marked as Exhibit "B" (and illustrated in the attachment marked as Exhibit "C") was conveyed by virtue of County Commissioners' Resolution Number 19-0142, adopted January 29, 2019, and recorded as Doc. # 2019-002541, in the office of the Warren County, Ohio Recorder.
- 4) Due to an inadvertent clerical error, the said Resolution conveyed *Parcel 2 – Western Half of Pinnacle Lane* to M/I Homes of Cincinnati, Inc., as a abutting property owner, when the Resolution should have conveyed *Parcel 2 – Western Half of Pinnacle Lane* to M/I Homes of Cincinnati, LLC, an Ohio limited liability company, who was the abutting property owner.
- 5) Pursuant to Ohio Revised Code § 5301.252 (B)(1), this affidavit is made for the purpose of attesting to the correct name and identify of a party for which the real property described in Exhibit "B" was conveyed.
- 6) This Affidavit shall serve as public notice of the foregoing, and be recorded of public record by the County Recorder pursuant to Ohio Revised Code § 5301.252 (C).

AFFIANT,

SIGNATURE: *Shannon Jones*
PRINTED NAME: Shannon Jones
DATE: 6/4/19

Sworn to and subscribed before me, on this 4 of June, 2019, the subscriber herein, a Notary Public, in and for said State, by the person known or proven to me to be **Shannon Jones**, who acknowledged the signing of the foregoing affidavit to be of her own free and voluntary act and deed.



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO

NOTARY PUBLIC: *[Signature]*
MY COMMISSION EXPIRES: 12/26/2022

Recorded in
Warren County
Bruce A. McGary, Asst. Prosecutor. Warren County Prosecutor's Office, 520

**Vacation of Pinnacle Lane
Parcel 2 – Western Half of Pinnacle Lane**

Situate in Section 2, Town 3, Range 3, Deerfield Township, Warren County, State of Ohio, being the western half (Parcel 2) of Pinnacle Lane (also known as Township Road 2259), being a part of the Crooked Tree Meadows Section One Subdivision as recorded in Plat Book 68, Pages 84-86 in the Warren County Recorder's Office, being the portion adjacent to the eastern boundary line of Open Space "A" of Hudson Hills Section 2 Subdivision as recorded in Plat Book 96, Pages 19-22, (Parcel ID number 11-02-448-049, owned by M/I Homes of Cincinnati), being more particularly described as follows:

Commencing at the centerline intersection of Pinnacle Lane and Bethany Road, thence North 1 degree 18 minutes 34 seconds East 50.00 feet to a point on the northerly right-of-way line of Bethany Road (also known as County Road 59), being the TRUE POINT OF BEGINNING of this description;

Thence along the said northerly right-of-way line of Bethany Road North 89 degrees 09 minutes 37 seconds West, 16.20 feet to a point on the westerly right-of-way line of Pinnacle Lane;

Thence continuing along the said northerly right-of-way line of Bethany Road and along the westerly right-of-way line of Pinnacle Lane North 01 degree 18 minutes 34 seconds East, 2.00 feet to a point, being the southeast corner of Open Space "A" of Hudson Hills Section 2;

Thence along the said westerly right-of-way line of the of Pinnacle Lane and the easterly boundary line of Open Space "A" North 01 degree 18 minutes 34 seconds East, 220.41 feet to a concrete monument;

Thence continuing along the said westerly right-of-way line of Pinnacle Lane and the easterly boundary line of Open Space "A" North 29 degrees 31 minutes 34 seconds East, 105.66 feet to a concrete monument;

Thence continuing along the said westerly right-of-way line of Pinnacle Lane and the easterly boundary line of Open Space "A" North 66 degrees 35 minutes 50 seconds East, 179.34 feet to a point;

Thence leaving the said westerly right-of-way line of Pinnacle Lane South 23 degrees 24 minutes 10 seconds East, 18.20 feet to a point on the centerline of Pinnacle Lane;

Thence along the said centerline of Pinnacle Lane South 66 degrees 35 minutes 50 seconds West, 92.40 feet to a point;

Thence continuing along the said centerline of Pinnacle Lane with a curve to the left with a central angle of 65 degrees 17 minutes 16 seconds, a radius of 206.80 feet, an arc length of 235.65 feet to a point;

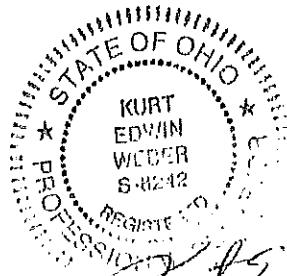
Thence continuing along the said centerline of Pinnacle Lane South 01 degree 18 minutes 34 seconds West, 147.34 feet to a point on the northerly right-of-way line of Bethany Road, being the TRUE POINT OF BEGINNING of this description containing 0.232 acres, more or less, as Parcel 2 of the vacation of Pinnacle Lane, being the western half of Pinnacle Lane adjacent to Open Space "A" of Hudson Hills Section 2 (Parcel ID number 11-02-448-049).

The bearings for this description are based on the Crooked Tree Meadows Section One Record Plat as recorded in Plat Book 68, Pages 84-86 in the Warren County Recorder's Office.

This legal description was prepared based on the Crooked Tree Meadows Section One Record Plat as recorded in Plat Book 68, Pages 84-86 in the Warren County Recorder's Office and is not based on a field survey. This legal description was completed under the direction and supervision of Kurt E. Weber (Ohio

Exhibit "B"

Registered Survey No. 8242) of the Warren County Engineer's Office, 210 W Main Street, Lebanon, Ohio, 45036.

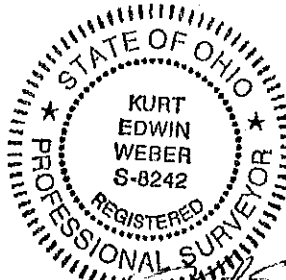


Kurt E. Weber

11/5/2018

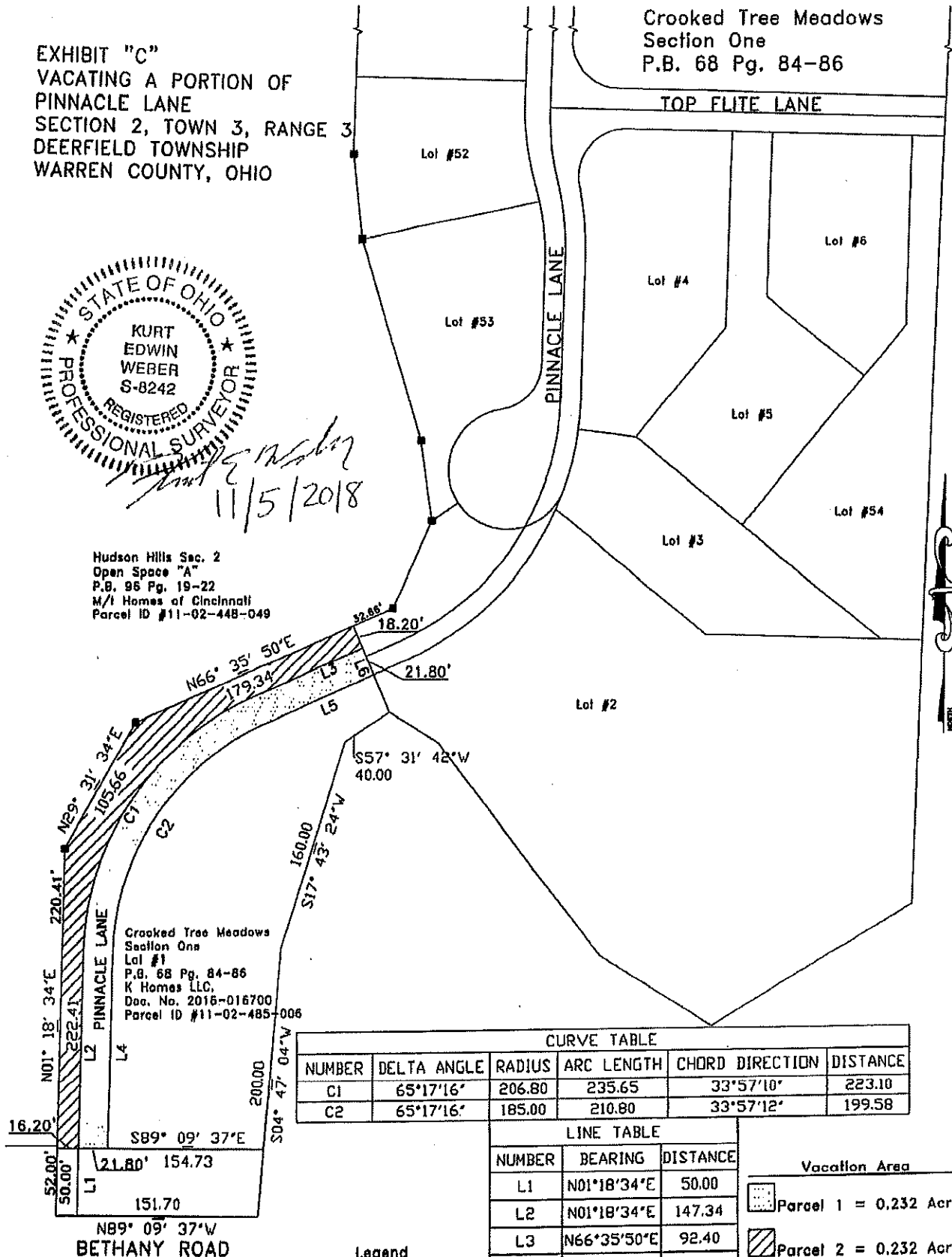
EXHIBIT "C"
 VACATING A PORTION OF
 PINNACLE LANE
 SECTION 2, TOWN 3, RANGE 3
 DEERFIELD TOWNSHIP
 WARREN COUNTY, OHIO

Crooked Tree Meadows
 Section One
 P.B. 68 Pg. 84-86



Kurt Edwin Weber
 11/5/2018

Hudson Hills Sec. 2
 Open Space "A"
 P.B. 95 Pg. 19-22
 M/I Homes of Cincinnati
 Parcel ID #11-02-448-049



CURVE TABLE					
NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	DISTANCE
C1	65°17'16"	206.80	235.65	33°57'10"	223.10
C2	65°17'16"	185.00	210.80	33°57'12"	199.58

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N01°18'34"E	50.00
L2	N01°18'34"E	147.34
L3	N66°35'50"E	92.40
L4	N01°18'34"E	147.15
L5	N66°35'50"E	92.39
L6	N23°24'10"W	70.33

Legend
 ■ = Concrete Monument

Vacation Area
 Parcel 1 = 0.232 Acres
 Parcel 2 = 0.232 Acres

SCALE: 1"=100'

Resolution

Number 19-0690

Adopted Date June 04, 2019

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

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

Six (6) expired TASERS that are not valid for trade in to TASER and are law enforcement sensitive and cannot be sold:

X120015K8
X120012XV
X120015FV
X1200A52R
X120014P3
X120015DP

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

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

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 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Sheriff (file)
Auditor – B. Quillen

Resolution

Number 19-0691

Adopted Date June 04, 2019

APPROVE AND ENTER INTO A SUBGRANT AGREEMENT WITH OHIO DEPARTMENT OF JOB AND FAMILY SERVICES AND THE OHIO DEPARTMENT OF MEDICAID ON BEHALF OF WARREN COUNTY DEPARTMENT OF HUMAN SERVICES.

NOW THEREFORE BE IT RESOLVED, to approve and enter into a Subgrant agreement with Ohio Department of Job and Family Services and the Ohio Department of Medicaid for State Fiscal Years 2019 and 2020, on behalf of Warren County Department of Human 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 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—ODJFS
Human Services (file)
OGA

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES SUBGRANT AGREEMENT

G-2021-11-6005

RECITALS:

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS"), the Ohio Department of Medicaid (hereinafter referred to as "ODM") and the Warren County Board of County Commissioners on behalf of Warren County Children Services (hereinafter referred to as "WCCS"), in accordance with Ohio Revised Code (ORC) Sections 307.98, 5101.21, and 5160.30.

The intent of this Subgrant Agreement is to establish between ODJFS, ODM and WCCS the relationship of two "pass-through entities" and a "subrecipient" as those terms are used in 2 CFR 200, promulgated by the United States Office of Management and Budget (OMB).

This Subgrant Agreement is applicable to all subawards by ODJFS and ODM to Warren County for the operation of the Warren County Public Children Services Agency (PCSA) that is a standalone agency and performs all duties assigned to a public children services agency. It is not applicable to subawards relating to any duties assigned to a county department of job and family services (CDJFS) under ORC Section 329.04, or to any duties assigned to a child support enforcement agency (CSEA), nor is it applicable to subawards funded or authorized by the Workforce Investment Act (WIA), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight. Subawards subject to this Subgrant Agreement include subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (DHHS) and the United States Department of Agriculture (USDA). Subawards subject to this Subgrant Agreement are not for research and development purposes.

DEFINITIONS:

- A. "County family services agency" means a county department of job and family services (CDJFS), a public children services agency (PCSA) and a child support enforcement agency (CSEA), as designated by the board of county commissioners in ORC Section 307.981. County family services agency also means a joint CDJFS formed by a written agreement entered into between boards of county commissioners as described in ORC Section 329.40.
- B. "Departments" means ODJFS and ODM relative to this three-way Subgrant Agreement.
- C. "Family services duty" means a duty state law requires or allows a county family services agency to perform including all financial and administrative functions associated with the performance of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Investment Act (WIA), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight.
- D. "Financial assistance" means all cash, reimbursements, allocations of funds, cash draws, and property provided by the Departments to a county family services agency. All requirements in this Subgrant Agreement related to financial assistance also apply to any money used by the county to match state or federal funds.
- E. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the ORC, uncodified law included in an Act, the Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, Office of Management and Budget (OMB) Uniform Guidance, circulars, or any other materials issued by OMB that a federal statute or regulation has made applicable to state and local governments, and any Governor's Executive Orders to the extent that they apply to counties. The term "state and federal laws" not only includes all state and federal laws existing on the effective date of this Subgrant Agreement, but also those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Subgrant Agreement.

- F. "Subgrantee" has the same meaning as "county grantee," as that term is defined in ORC Section 5101.21 (A) (1).
- G. "Subgrant agreement" has the same meaning as "grant agreement," as that term is defined in ORC Section 5101.21 (A) (6).

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by the Warren County PCSA.
- B. This Subgrant Agreement is entered into by WCCS on behalf of Warren County and of the Warren County PCSA (hereinafter collectively referred to as "Subgrantee").

ARTICLE II. STATUTORY AUTHORITY OF DEPARTMENTS

As pass-through entities under OMB 2 CFR 200 (Uniform Guidance), the Departments may:

- A. Provide financial assistance to the Subgrantee in accordance with this Subgrant Agreement and state and federal laws.
- B. Provide annual financial, administrative, or other incentive awards to the Subgrantee subject to ORC Section 5101.23.
- C. Monitor the Subgrantee to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this Subgrant Agreement.
- E. Provide technical assistance and training to assist the Subgrantee in complying with its obligations under state and federal law and this Subgrant Agreement.
- F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against the Subgrantee will be taken in accordance with ORC Section 5101.24, unless another section provides authority for a different action. If ODJFS takes an action authorized by ORC Section 5101.24, ODJFS will provide written notice to WCCS, the county auditor, and the CDJFS director. The entity against which any action is taken may request an administrative review in accordance with ORC Section 5101.24, except as provided by Section 5101.24 (E). Additionally, any further ODM enforcement action against the Subgrantee will be taken in accordance with ORC Sections 5160.20 and 5160.37.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

As a subrecipient of the state of Ohio under OMB 2 CFR 200 (Uniform Guidance), Subgrantee must:

- A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the Departments and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the standards established by ODJFS. Subgrantee will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules, formats and other requirements established by ODJFS.

- C. Promptly reimburse ODJFS the amount the Subgrantee is responsible for, pursuant to action ODJFS takes under ORC Section 5101.24 (C), of funds the department pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty.
- D. Promptly reimburse, to the Departments, the amounts of any cash overdrafts or excessive cash draws paid to Subgrantee by ODJFS.
- E. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if the Departments, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved.
- F. Where Subgrantee identifies reimbursements or other payments due the Departments, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where the Departments identify reimbursements or other payments due the Departments and ODJFS notifies Subgrantee, payment shall be made in the manner specified by the Departments.
- G. Make records available to the Departments, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- H. Provide and ensure the existence and availability of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by Subgrantee. Subgrantee must also ensure that any matching funds, regardless of their source, that Subgrantee manages are clearly identified and used in accordance with federal and state laws and the requirements of this Subgrant Agreement.
- I. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Section 5101:9-9-21, 5101:9-9-21.1 and 5101:9-9-29.
- J. Comply with all requirements of state and federal laws which are required by OAC Section 5101:9-4-04 to be included in a county written code of standards of conduct and with all additional requirements and prohibitions specified in that administrative rule.
- K. Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.
- L. Immediately take measures to incorporate paragraph K, above, into existing agreements and contracts and shall incorporate the above language in all future agreements and contracts with other entities. Subgrantee shall require all entities with which it sub-grants and contracts with to incorporate Sections K and A, above, in all its existing agreements and contracts that are funded in whole or in part with funds from the U.S. Department of Agriculture or Health and Human Services, and shall further require those entities to incorporate the language in all future agreements and contracts with other entities.
- M. Post and require all entities with which it sub-grants and contracts to post the most recent version of the AD-475A and/or AD-475B "And Justice for All" poster.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2019, through June 30, 2021, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.

- B. In addition to Article IV-A, above, it is expressly understood by the Departments and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to ORC Section 126.07, that there is a balance in the appropriation not already allocated to pay current obligations.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Subgrant for State Fiscal Years (SFY) 2020 and 2021 and grant specific terms and conditions such as, but not limited to, the applicable period of performance, will be provided to Subgrantee in formal notices. The Departments will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC Section 5101:9-6. ODJFS will notify Subgrantee of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.
- B. Subgrantee will limit cash draws to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR 205, 45 CFR 75, 2 CFR 400 and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual. Subgrantee agrees that amounts submitted as the basis for claims for reimbursement will not exceed the amount of actual cash expenditures for lawfully appropriate purposes under the terms of the subaward in question.
- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at any time either of the Departments' Directors determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, said Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding the Departments for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of the Departments or the State of Ohio.
- D. In all circumstances under which budgetary information is maintained or is required to be maintained for a grant, Subgrantee must be able to reconcile budgetary expenditures to actual costs when required by the Departments.
- E. As a subrecipient of federal funds, Subgrantee hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB 2 CFR 200, 2 CFR 300, 2 CFR 400, 45 CFR 75, 45 CFR 95 and 45 CFR 96, including but not limited to, the following federal rules:
1. Standards for financial management systems: Subgrantee and its subgrantee(s) will comply with the requirements of 2 CFR 200 (D) and (E), 45 CFR 75.302, 2 CFR 200 and 2 CFR 400.1, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
 2. Period of performance and availability of funds: Pursuant to 2 CFR 200.309, 2 CFR 200.343, 45 CFR 75.309, 2 CFR 200 and 2 CFR 400.1, Subgrantee and its subgrantee(s) may charge to the Federal award only costs resulting from obligations incurred during the funding period specified in the notices under Article V-A, above, unless notified by ODJFS that carryover of these balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated in a

timely manner in accordance with federal and state law and specifications by ODJFS, not to exceed 90 days.

3. Cost sharing or matching: Pursuant to 2 CFR 200.306, 45 CFR 75.306, 2 CFR 200 and 2 CFR 400.1, cost sharing or matching requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.

For Federal programs in which state funds are made available to use as matching funds, the Subgrantee is required to use, in addition to the amounts required under ORC Section 5101.16, additional local funds for matching funds in the event that the state funding allocated for that purpose is exhausted.

4. Program income: Program income must be used as specified in 2 CFR 200.307, 45 CFR 75.307, 2 CFR 200 and 2 CFR 400.1.
5. Real property: If Subgrantee is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 200.311, 45 CFR 75.318, 2 CFR 200 and 2 CFR 400.1.
6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 2 CFR 200.313, 45 CFR 75.320, 2 CFR 200 and 2 CFR 400.1.
7. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 2 CFR 200.314, 45 CFR 75.321, 2 CFR 200 and 2 CFR 400.1.

- F. Subgrantee expressly certifies that neither it, nor any of its principals, is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

ARTICLE VI. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB 2 CFR 200. Subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1 and 2 CFR 200.501, Subgrantee must ensure that the county of which they are a part has an audit with a scope as provided in 2 CFR 200.514 that covers funds received under this Subgrant Agreement. Costs of such audits are allowable as provided in 2 CFR 200.425. Subgrantee must send one (1) copy of the final audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section, at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within two (2) weeks of the Subgrantee's receipt of any such audit report.
- B. Subgrantee has additional responsibilities as an auditee under 45 CFR 75.508, et seq., and OMB Omni-Circular, 2 CFR 200.508, et seq., that include, but are not limited to:
 1. Proper identification of federal awards received;
 2. Maintenance of required internal controls;
 3. Compliance with all state and federal laws, and regulations, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs;
 4. Procuring or otherwise arranging for the audit required by this Article in accordance with 2 CFR 200.509, and ensuring it is properly performed and submitted when due in accordance with 2 CFR 200.512;
 5. Preparation of appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510;
 6. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511; and

7. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this Article.

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Departments' Directors and WCCS, and the termination agreement is adopted by resolution of WCCS. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of WCCS.
 2. Any one of the three parties may terminate after giving ninety (90) days written notice of termination to the other parties by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other parties.
 3. Either of the Departments may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, the Departments will send a notice to WCCS and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.
- B. Pursuant to ORC Section 5101.24, 45 CFR 75.371, 2 CFR 200 and 2 CFR 400.1, as applicable, if Subgrantee, or any of its subgrantee(s) materially fails to comply with any term of an award, state and federal laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, the Departments may take any or all of the following actions deemed appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity;
 4. Withhold further awards for the Subgrant activity; or
 5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.
- C. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:
1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;
 3. Prepare and furnish a report to ODJFS, as of the date Subgrantee received the notice of termination or suspension that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other tasks that the Departments require.

- D. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, the Departments will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by the Departments of any occurrence of breach or default is not a waiver of subsequent occurrences. If one of the Departments or Subgrantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other parties, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VIII. NOTICES

- A. Notices to the Departments from Subgrantee that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, with a copy to the ODM Chief Legal Counsel at 50 West Town Street, 5th Floor, Columbus, Ohio 43215.
- B. Notices to the Subgrantee from the Departments concerning any and all matters regarding this Subgrant Agreement, including changes in the amount of funding or in the source of federal funding, will be sent to WCCS and other county signatories to this Subgrant Agreement.
- C. All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE IX. AMENDMENT, ADDENDA, AND SUBGRANTS

- A. **Amendment:** This document, along with any related addenda, constitutes the entire agreement between the Departments and Subgrantee with respect to all matters herein. Otherwise, only a document signed by all three parties may amend this Subgrant Agreement. The Departments and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

If one of the Departments notices a need for correction of erroneous terms and conditions, ODJFS will immediately send Subgrantee an amended Subgrant Agreement for signature. If Subgrantee notices a need for correction of erroneous terms and conditions, it will immediately notify ODJFS.

- B. **Addenda:** ODJFS will provide information concerning changes to the requirements of this Subgrant Agreement in addenda thereto. Any addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an addendum will constitute acceptance of changes specified therein.
- C. **Subgrants**
1. Any subgrants made by Subgrantee to another governmental entity, university, hospital, other nonprofit, or commercial organization will be made in accordance with 2 CFR 200, 2 CFR 200.201, 45 CFR 75.352 and 2 CFR 400.1 and will impose the requirements of 45 CFR 75 and 2 CFR 400, as applicable, as well as federal and state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of ORC Section 5101.21.
 2. **Debarment and Suspension:** As provided in 2 CFR 200, 2 CFR 200.205, 45 CFR 75.212 and 2 CFR 400.1, Subgrantee, its principals, and its subgrantee(s) must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. Prior to making any such award or permitting any such award, Subgrantee must confirm that the party to which the award is proposed to be made is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

3. **Procurement:** While Subgrantee and its subgrantee(s) must use their own documented procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 2 CFR 200, 2 CFR 200.320, 2 CFR 400.1, 2 CFR 416.1 and 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. **Monitoring:** Subgrantee must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal and state requirements, including 2 CFR 200, 2 CFR 200.328, 45 CFR 75.342, 2 CFR 400.1 and OAC Section 5101:9-1-88. If Subgrantee discovers that subgrant funding has not been used in accordance with state and federal laws, Subgrantee must take action to recover such funding.
5. **Duties as Pass-through Entity:** Subgrantee must perform those functions required under state and federal laws as a subrecipient of the Departments under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE X. MISCELLANEOUS PROVISIONS

- A. **Limitation of Liability:** To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, ODM agrees to be responsible for any liability directly relating to any and all acts of negligence by ODM. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall any party be liable for any indirect or consequential damages, even if the Departments or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by the Departments to WCCS, to any county signer required by ORC Section 5101.21 (B), or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, the Departments, or any of the officers or employees of the State of Ohio, or the Departments.
- D. Subgrantee agrees that no agency, employment, joint venture, or partnership has been or will be created between ODM and Subgrantee. Subgrantee further agrees that, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. Subgrantee agrees that it is for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- E. **Risk Assessment.** In accordance with 2 CFR 200.331 and 2 CFR 200.207, the Departments as a pass-through entities evaluate Subgrantee's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, Subgrantee agrees to comply with specific conditions and monitoring requirements posed by the Departments to ensure proper accountability and compliance with program requirements and achievement of performance goals.
- F. **Counterpart.** This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

Signature Page Follows

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OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT

SIGNATURE PAGE

G-2021-11-6005

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

Warren County PCSA

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES

Benjamin Walsh 5/29/19
PCSA Director Date

Kimberly Hall, Director Date

OHIO DEPARTMENT OF MEDICAID

Presiding Officer, Children Services compare Date
Date

Maureen Corcoran, Director

Sharon Jones 6/4/19
County Commissioner Date

[Signature] 6/4/19
County Commissioner Date

[Signature] 6/4/19
County Commissioner Date

APPROVED AS TO FORM

Kathryn M. Horvath
Kathryn M. Horvath
Asst. Prosecuting Attorney

Resolution

Number 19-0692

Adopted Date June 04, 2019

APPROVE AND ENTER INTO A SUBGRANT AGREEMENT WITH THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES (ODJFS) AND THE OHIO DEPARTMENT OF MEDICAID (ODM) ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF CHILDREN SERVICES (PCSA)

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Subgrant Agreement with the Ohio Department of Job and Family Services and the Ohio Department of Medicaid, on behalf of Warren County Department of Children Services; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a – Ohio Department of Job and Family Services
c/a – Ohio Department of Medicaid
Children Services (file)

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

G-2021-11-6003

RECITALS:

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS"), the Ohio Department of Medicaid (hereinafter referred to as "ODM") and the Warren County Board of County Commissioners (hereinafter referred to as "Board"), in accordance with Ohio Revised Code (ORC) Sections 307.98, 5101.21 and 5160.30.

The intent of this Subgrant Agreement is to establish between ODJFS, ODM and the Board the relationship of two "pass-through entities" and a "subrecipient" as those terms are used in 2 CFR 200, promulgated by the United States Office of Management and Budget (OMB).

This Subgrant Agreement is applicable to all subawards by ODJFS and ODM to Warren County for the operation of the Warren county department of job and family services (CDJFS) that performs all CDJFS duties set forth in ORC Section 329.04. It is not applicable to subawards relating to any duties assigned to a public children services agency (PCSA) or a child support enforcement agency (CSEA); nor is it applicable to subawards funded or authorized by the Workforce Investment Act (WIA), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight. Subawards subject to this Subgrant Agreement include subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (DHHS) and the United States Department of Agriculture (USDA). Subawards subject to this Subgrant Agreement are not for research and development purposes.

DEFINITIONS:

- A. "County family services agency" means a county department of job and family services (CDJFS), a public children services agency (PCSA) and a child support enforcement agency (CSEA), as designated by the board of county commissioners in ORC Section 307.981. County family services agency also means a joint CDJFS formed by a written agreement entered into between boards of county commissioners as described in ORC Section 329.40.
- B. "Departments" means ODJFS and ODM relative to this three-way Subgrant Agreement.
- C. "Family services duty" means a duty state law requires or allows a county family services agency to perform including all financial and administrative functions associated with the performance of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Investment Act (WIA), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight.
- D. "Financial assistance" means all cash, reimbursements, allocations of funds, cash draws, and property provided by the Departments to a county family services agency. All requirements in this Subgrant Agreement related to financial assistance also apply to any money used by the county to match state or federal funds.
- E. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the ORC, uncodified law included in an Act, the Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, Office of Management and Budget (OMB) Uniform Guidance, circulars, or any other materials issued by OMB that a federal statute or regulation has made applicable to state and local governments, and any Governor's Executive Orders to the extent that they apply to counties. The term "state and federal laws" not only includes all state and federal laws existing on the effective date of this Subgrant Agreement, but also those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Subgrant Agreement.

- F. "Subgrantee" has the same meaning as "county grantee," as that term is defined in ORC Section 5101.21 (A) (1).
- G. "Subgrant agreement" has the same meaning as "grant agreement," as that term is defined in ORC Section 5101.21 (A) (6).

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by the Warren CDJFS.
- B. This Subgrant Agreement is entered into by the Board on behalf of Warren County and of the Warren CDJFS (hereinafter collectively referred to as "Subgrantee").

ARTICLE II. STATUTORY AUTHORITY OF DEPARTMENTS

As pass-through entities under OMB 2 CFR 200 (Uniform Guidance), the Departments may:

- A. Provide financial assistance to the Subgrantee in accordance with this Subgrant Agreement and state and federal laws.
- B. Provide annual financial, administrative, or other incentive awards to the Subgrantee subject to ORC Section 5101.23.
- C. Monitor the Subgrantee to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this Subgrant Agreement.
- E. Provide technical assistance and training to assist the Subgrantee in complying with its obligations under state and federal law and this Subgrant Agreement.
- F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against the Subgrantee will be taken in accordance with ORC Section 5101.24, unless another section provides authority for a different action. If ODJFS takes an action authorized by ORC Section 5101.24, ODJFS will provide written notice to the Board, the county auditor, and the CDJFS director. The entity against which any action is taken may request an administrative review in accordance with ORC Section 5101.24, except as provided by Section 5101.24 (E). Additionally, any further ODM enforcement action against the Subgrantee will be taken in accordance with ORC Sections 5160.20 and 5160.37.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

As a subrecipient of the state of Ohio under OMB 2 CFR 200 (Uniform Guidance), Subgrantee must:

- A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the Departments and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the standards

- established by ODJFS. Subgrantee will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules, formats and other requirements established by ODJFS.
- C. Promptly reimburse ODJFS the amount the Subgrantee is responsible for, pursuant to action ODJFS takes under ORC Section 5101.24 (C), of funds the department pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty.
- D. Promptly reimburse, to the Departments, the amounts of any cash overdrafts or excessive cash draws paid to Subgrantee by ODJFS.
- E. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if the Departments, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved.
- F. Where Subgrantee identifies reimbursements or other payments due the Departments, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where the Departments identify reimbursements or other payments due the Departments and ODJFS notifies Subgrantee, payment shall be made in the manner specified by the Departments.
- G. Make records available to the Departments, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- H. Provide and ensure the existence and availability of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by Subgrantee. Subgrantee must also ensure that any matching funds, regardless of their source, that Subgrantee manages are clearly identified and used in accordance with federal and state laws and the requirements of this Subgrant Agreement.
- I. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Sections 5101:9-9-21, 5101:9-9-21.1 and 5101:9-9-29.
- J. Comply with all requirements of state and federal laws which are required by OAC Section 5101:9-4-04 to be included in a county written code of standards of conduct and with all additional requirements and prohibitions specified in that administrative rule.
- K. Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.
- L. Immediately take measures to incorporate paragraph K, above, into existing agreements and contracts and shall incorporate the above language in all future agreements and contracts with other entities. Subgrantee shall require all entities with which it sub-grants and contracts with to incorporate Sections K and A, above, in all its existing agreements and contracts that are funded in whole or in part with funds from the U.S. Department of Agriculture or Health and Human Services, and shall further require those entities to incorporate the language in all future agreements and contracts with other entities.
- M. Post and require all entities with which it sub-grants and contracts to post the most recent version of the AD-475A and/or AD-475B "And Justice for All" poster.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2019, through June 30, 2021, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.
- B. In addition to Article IV-A, above, it is expressly understood by the Departments and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to ORC Section 126.07, that there is a balance in the appropriation not already allocated to pay current obligations.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Subgrant for State Fiscal Years (SFY) 2020 and 2021 and grant specific terms and conditions such as, but not limited to, the applicable period of performance, will be provided to Subgrantee in formal notices. The Departments will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC Section 5101:9-6. ODJFS will notify Subgrantee of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.
- B. Subgrantee will limit cash draws to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR 205, 45 CFR 75, 2 CFR 400 and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual. Subgrantee agrees that amounts submitted as the basis for claims for reimbursement will not exceed the amount of actual cash expenditures for lawfully appropriate purposes under the terms of the subaward in question.
- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at any time either of the Departments' Directors determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, said Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding the Departments for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of the Departments or the State of Ohio.
- D. In all circumstances under which budgetary information is maintained or is required to be maintained for a grant, Subgrantee must be able to reconcile budgetary expenditures to actual costs when required by the Departments.
- E. As a subrecipient of federal funds, Subgrantee hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB 2 CFR 200, 2 CFR 300, 2 CFR 400, 45 CFR 75, 45 CFR 95 and 45 CFR 96, including but not limited to, the following federal rules:
 - 1. Standards for financial management systems: Subgrantee and its subgrantee(s) will comply with the requirements of 2 CFR 200 (D) and (E), 45 CFR 75.302, 2 CFR 200 and 2 CFR 400.1, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
 - 2. Period of performance and availability of funds: Pursuant to 2 CFR 200.309, 2 CFR 200.343, 45 CFR 75.309, 2 CFR 200 and 2 CFR 400.1, Subgrantee and its subgrantee(s) may charge to the Federal award only costs resulting from obligations incurred during the funding period specified in the notices under Article V-A, above, unless notified by ODJFS that carryover of these balances is

permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law and specifications by ODJFS, not to exceed 90 days.

3. Cost sharing or matching: Pursuant to 2 CFR 200.306, 45 CFR 75.306, 2 CFR 200 and 2 CFR 400.1, cost sharing or matching requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.

For Federal programs in which state funds are made available to use as matching funds, the Subgrantee is required to use, in addition to the amounts required under ORC Section 5101.16, additional local funds for matching funds in the event that the state funding allocated for that purpose is exhausted.

4. Program income: Program income must be used as specified in 2 CFR 200.307, 45 CFR 75.307, 2 CFR 200 and 2 CFR 400.1.
 5. Real property: If Subgrantee is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 200.311, 45 CFR 75.318, 2 CFR 200 and 2 CFR 400.1.
 6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 2 CFR 200.313, 45 CFR 75.320, 2 CFR 200 and 2 CFR 400.1.
 7. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 2 CFR 200.314, 45 CFR 75.321, 2 CFR 200 and 2 CFR 400.1.
- F. Subgrantee expressly certifies that neither it, nor any of its principals, is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

ARTICLE VI. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB 2 CFR 200. Subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1, and 2 CFR 200.501, Subgrantee must ensure that the county of which they are a part has an audit with a scope as provided in 2 CFR 200.514 that covers funds received under this Subgrant Agreement. Costs of such audits are allowable as provided in 2 CFR 200.425. Subgrantee must send one (1) copy of the final audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section, at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within two (2) weeks of the Subgrantee's receipt of any such audit report.
- B. Subgrantee has additional responsibilities as an auditee under 45 CFR 75.508, et seq., and OMB Omniscircular, 2 CFR 200.508, et seq., that include, but are not limited to:
 1. Proper identification of federal awards received;
 2. Maintenance of required internal controls;
 3. Compliance with all state and federal laws, and regulations, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs;
 4. Procuring or otherwise arranging for the audit required by this Article in accordance with 2 CFR 200.509, and ensuring it is properly performed and submitted when due in accordance with 2 CFR 200.512;
 5. Preparation of appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510;

6. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511; and
7. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this Article.

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Departments' Directors and the Board, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.
 2. Any one of the three parties may terminate after giving ninety (90) days written notice of termination to the other parties by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other parties.
 3. Either of the Departments may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, the Departments will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.
- B. Pursuant to ORC Section 5101.24, 45 CFR 75.371, 2 CFR 200 and 2 CFR 400.1, as applicable, if Subgrantee, or any of its subgrantee(s) materially fails to comply with any term of an award, state and federal laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, the Departments may take any or all of the following actions deemed appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s) Subgrant activity;
 4. Withhold further awards for the Subgrant activity; or
 5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.
- C. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:
1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;
 3. Prepare and furnish a report to ODJFS, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and

4. Perform any other tasks that the Departments require.
- D. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, the Departments will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by the Departments of any occurrence of breach or default is not a waiver of subsequent occurrences. If one of the Departments or the Subgrantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other parties, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VIII. NOTICES

- A. Notices to the Departments from Subgrantee that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, with a copy to the ODM Chief Legal Counsel at 50 West Town Street, 5th Floor, Columbus, Ohio 43215.
- B. Notices to the Subgrantee from the Departments concerning any and all matters regarding this Subgrant Agreement, including changes in the amount of funding or in the source of federal funding, will be sent to the Board and other county signatories to this Subgrant Agreement.
- C. All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE IX. AMENDMENT, ADDENDA, AND SUBGRANTS

- A. **Amendment:** This document, along with any related addenda, constitutes the entire agreement between the Departments and Subgrantee with respect to all matters herein. Otherwise, only a document signed by all three parties may amend this Subgrant Agreement. The Departments and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

If one of the Departments notices a need for correction of erroneous terms and conditions, ODJFS will immediately send Subgrantee an amended Subgrant Agreement for signature. If Subgrantee notices a need for correction of erroneous terms and conditions, it will immediately notify ODJFS.

- B. **Addenda:** ODJFS will provide information concerning changes to the requirements of this Subgrant Agreement in addenda thereto. Any addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an addendum will constitute acceptance of changes specified therein.

C. **Subgrants**

1. Any subgrants made by Subgrantee to another governmental entity, university, hospital, other nonprofit, or commercial organization will be made in accordance with 2 CFR 200, 2 CFR 200.201, 45 CFR 75.352 and 2 CFR 400.1 and will impose the requirements of 45 CFR 75 and 2 CFR 400, as applicable, as well as federal and state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of ORC Section 5101.21.
2. **Debarment and Suspension:** As provided in 2 CFR 200, 2 CFR 200.205, 45 CFR 75.212 and 2 CFR 400.1, Subgrantee, its principals, and its subgrantee(s) must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. Prior to making any such award or permitting any such award, Subgrantee must confirm that the party to which the award is proposed

to be made is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

3. Procurement: While Subgrantee and its subgrantee(s) must use their own documented procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 2 CFR 200, 2 CFR 200.320, 2 CFR 400.1, 2 CFR 416.1 and 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. Monitoring: Subgrantee must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal and state requirements, including 2 CFR 200, 2 CFR 200.328, 45 CFR 75.342, 2 CFR 400.1, and OAC Section 5101:9-1-88. If Subgrantee discovers that subgrant funding has not been used in accordance with state and federal laws, Subgrantee must take action to recover such funding.
5. Duties as Pass-through Entity: Subgrantee must perform those functions required under state and federal laws as a subrecipient of the Departments under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE X. MISCELLANEOUS PROVISIONS

- A. Limitation of Liability. To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, ODM agrees to be responsible for any liability directly relating to any and all acts of negligence by ODM. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall any party be liable for any indirect or consequential damages, even if the Departments or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by the Departments to the Board, to any county signer required by ORC Section 5101.21 (B), or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, the Departments, or any of the officers or employees of the State of Ohio or the Departments.
- D. Subgrantee agrees that no agency, employment, joint venture, or partnership has been or will be created between ODM and Subgrantee. Subgrantee further agrees that, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. Subgrantee agrees that it is for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- E. Risk Assessment. In accordance with 2 CFR 200.331 and 2 CFR 200.207, the Departments as a pass-through entities evaluate Subgrantee's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, Subgrantee agrees to comply with specific conditions and monitoring requirements posed by the Departments to ensure proper accountability and compliance with program requirements and achievement of performance goals.
- F. Counterpart. This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

Signature Page Follows

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OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT

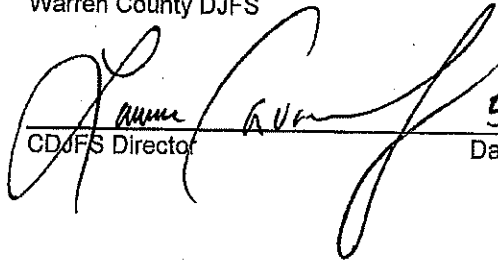
SIGNATURE PAGE

G-2021-11-6003

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

Warren County DJFS

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES


CDJFS Director _____ Date 5/29/19

Kimberly Hall, Director _____ Date

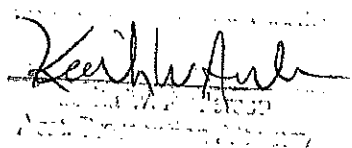
OHIO DEPARTMENT OF MEDICAID


County Commissioner _____ Date 6/4/19

Maureen Corcoran, Director _____ Date

County Commissioner _____ Date


County Commissioner _____ Date 6/4/19



County Commissioner _____ Date

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0693

Adopted Date June 04, 2019

APPROVE AND ENTER INTO A TANF PRC CONTRACT WITH INTERFAITH HOSPITALITY NETWORK ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to approve and enter into a Contract with Interfaith Hospitality Network on behalf of Warren County Department of Human Services in the total amount of \$166,000.00 TANF/PRC funds for 7/1/19, ending 6/30/20; 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 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Interfaith Hospitality Network
Human Services (file)

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
TANF/PRC SUBGRANT AGREEMENT WITH
INTERFAITH HOSPITALITY NETWORK 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 **Interfaith Hospitality Network 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 Interfaith Hospitality Network of Warren County; 203 E. Warren 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 IHNWC 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.

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.

Eligibility for Sub-recipient's services is accomplished by using the Self-Declaration Application for TANF/PRC Services, Exhibit B. Applicants for sub-granted services will be notified by the Sub-recipient of approval, denials, and terminations using the Decision on Your 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 and C, attached. 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 \$35.00 per unit cost** (Exhibit A). Unit of cost shall be per eligible individual per day 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 **\$166,000.00 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).



Interfaith Hospitality Network of Warren County

203 East Warren Street
Lebanon, OH 45036 Phone (513) 934-5250
Connecting people who care with people in need.

Exhibit A

August 31, 2018

Ms. Lauren Cavanaugh, Director
Warren County Job and Family Services
416 South East Street
Lebanon, Ohio 45036

Dear Lauren,

Thank you for this opportunity to request an increase in the per unit cost for the TANF contract with the Interfaith Hospitality Network of Warren County.

I have attached the 2015-2016 Comparison of IHN Direct Cost per Occupancy form. In using the network only related expenses divided by the total occupancy units (bed nights) for calendar years 2015 and 2016 we show a per unit cost of \$70.00 and \$73.00 respectively.

With this calculation, I would like to suggest that we amend the current contract to \$35.00 per unit which will reflect 50% of the actual cost per unit.

We are asking for this change as it is a more accurate accounting of our costs.

I thank you for your kind consideration of this request. Should you need additional information, do not hesitate to contact me.

The funding from TANF funds is allowing the Interfaith Hospitality Network of Warren County to continue to provide a program that reflects the need for accountability and responsibility for our clients in order for them to become self-sufficient and housed. We will as always, continue to be good stewards of all funds received.

With gratitude,

Linda A. Rabolt
Executive Director

INTERFAITH HOSPITALITY NETWORK OF WARREN COUNTY
Preliminary Financial Report - 2016 Compared to Audited 2015 Results

<u>IHN Direct Cost per Occupancy Unit</u>	<u>Dec 2016</u>	<u>Dec 2015</u>	<u>Current to Prior Year Over/Under</u>
	<u>Year-to-Date</u>	<u>Year-to-Date</u>	
	<u>2016</u>	<u>2015</u>	<u>Excludes</u>
Total 6660 · Payroll Expenses	167,174.41	164,849.60	HCRP/OBB
Total 7000 · Family Services	103,904.22	106,975.16	East/Cherry St.
7132 · Drug Testing	3,064.00	2,096.00	repairs, utilities
Direct Network Related Costs	274,142.63	273,919.76	
Units of Occupancy			
1st Quarter	720	972	
2nd Quarter	933	982	
3rd Quarter	1,072	989	
4th Quarter	1,017	973	
Total Units of Occupancy	3,742	3,916	
Direct Network Cost per Unit	\$ 73	\$ 70	

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

Resolution

Number 17-0800

Adopted Date May 23, 2017

AMEND THE TANF PRC CONTRACT WITH INTERFAITH HOSPITALITY NETWORK ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES


BE IT RESOLVED, to amend the contract with Interfaith Hospitality Network on behalf of Warren County Department of Human Services in the total amount of \$166,000.00 TANF/PRC funds for 7/1/17, ending 6/30/18; contract attached hereto and made a part hereof:

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

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

Resolution adopted this 23rd day of May 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: C/A- Interfaith Hospitality Network
Human Services (file)

AMENDMENT TO THE SUB-GRANT AGREEMENT
BETWEEN
THE WARREN COUNTY BOARD OF COMMISSIONERS
ON BEHALF OF
THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
DIVISION OF HUMAN SERVICES
AND
INTERFAITH HOSPITALITY NETWORK OF WARREN COUNTY

WHEREAS, a Contract was entered into on January 10, 2017 with an effective date of January 1, 2017 and ending on June 30, 2017 between the Warren County Board of Commissioners, on behalf of the Warren County Job and Family Services, Division of Human Services and Interfaith Hospitality Network of Warren County, hereinafter jointly referred to as "the Parties" and

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

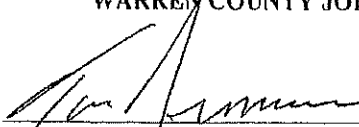
- 1) Payments for all services provided in accordance with the provisions of this Sub-Grant Agreement are contingent upon the availability of funding and will not exceed \$83,000.00, which is 6 months of the original proposed amount of \$166,000 for the period of January 1, 2017 thru June 30, 2017 at which time the agreement may be renewed through addendum and the amount can be increased as determined by both parties. (Exhibit A).
- 2) This Sub-grant Agreement shall be effective January 1, 2017 and shall terminate on June 30, 2017. If both parties agree, this Sub-grant agreement may be renewed with the same terms, conditions, and dollar amount effective July 1, 2017 for an additional year upon adoption of an amendment by the Warren County Board of County Commissioners. The services of the Sub-recipient are to commence immediately upon execution of the sub-grant agreement and all costs allowable under the sub-grant agreement shall be incurred and the final invoice received by the Department no later than close of business July 10, 2017.

NOW, THEREFORE, the Parties agree to amend the Sub-grant Agreement as follows:

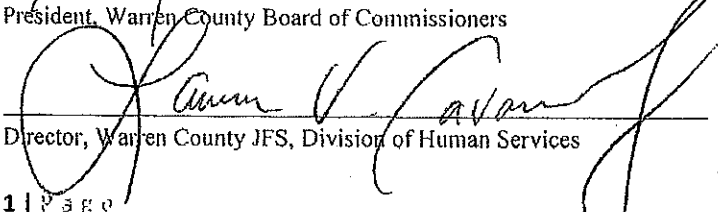
- 1) To renew the Sub-grant Agreement for one (1) SFY year effective July 1, 2017, through June 30, 2018 with the same terms and conditions. The services of the Sub-recipient are to commence immediately upon execution of the Sub-grant Agreement amendment and all costs allowable under the sub-grant agreement shall be incurred and the final invoice received by the Department no later than close of business July 10, 2018.
- 2) Maximum compensation for the new Sub-grant Agreement period of July 1, 2017 through June 30, 2018 not to exceed \$166,000.00.

All other terms, conditions and provisions of the Interfaith Hospitality Network of Warren County Sub-grant Agreement shall remain in full force and effect for the term of the Sub-grant Agreement as entered into on January 10, 2017 by Resolution #17-0037 of the Warren County Board of Commissioners.

WARREN COUNTY JOB AND FAMILY SERVICES, DIVISION OF HUMAN SERVICES



President, Warren County Board of Commissioners



Director, Warren County JFS, Division of Human Services

5/23/17

Date

4/25/2017

Date

AMENDMENT TO THE SUB-GRANT AGREEMENT
BETWEEN
THE WARREN COUNTY BOARD OF COMMISSIONERS
ON BEHALF OF
THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
DIVISION OF HUMAN SERVICES
AND
INTERFAITH HOSPITALITY NETWORK OF WARREN COUNTY

Linda A. Rabolt

Linda A. Rabolt, Executive Director IHNWC

5/8/17

Date

Adam M. Nice

~~Keith Anderson~~, Assistant Prosecutor

Adam M. Nice

4/20/17

Date

Resolution

Number 17-1493

Adopted Date September 26, 2017

AMEND THE TANF PRC CONTRACT WITH INTERFAITH HOSPITALITY NETWORK ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to amend the contract with Interfaith Hospitality Network on behalf of Warren County Department of Human Services increasing the per unit cost to \$35.00 contract beginning 7/1/17 and ending 6/30/18; contract attached hereto and made a part hereof:

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

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

Resolution adopted this 26th day of September 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Interfaith Hospitality Network
Human Services (file)

**AMENDMENT TO THE SUB-GRANT AGREEMENT
BETWEEN
THE WARREN COUNTY BOARD OF COMMISSIONERS
ON BEHALF OF
THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
DIVISION OF HUMAN SERVICES
AND
INTERFAITH HOSPITALITY NETWORK OF WARREN COUNTY**

WHEREAS, a Contract was entered into on May 23, 2017 with an effective date of July 1, 2017 and ending on June 30, 2018 between the Warren County Board of Commissioners, on behalf of the Warren County Job and Family Services, Division of Human Services and Interfaith Hospitality Network of Warren County, hereinafter jointly referred to as "the Parties" and

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

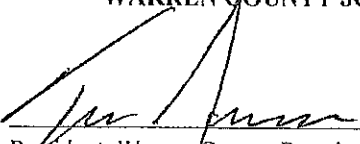
- 1) Reimbursement of Sub-recipient's cost shall be through a Fixed Unit Cost. The unit cost shall be \$22.24 per unit cost. Unit of cost shall be per eligible individual per day that services are provided.

NOW, THEREFORE, the Parties agree to amend the Sub-Grant Agreement as follows:

- 1) Reimbursement of Sub-recipient's cost shall be through a Fixed Unit Cost. The unit cost shall be \$35.00 per unit cost. Unit of cost shall be per eligible individual per day that services are provided. (Exhibit A)
- 2) Maximum compensation for the new Sub-Grant Agreement period of July 1, 2017 through June 30, 2018 not to exceed \$166,000.00.

All other terms, conditions and provisions of the Interfaith Hospitality Network of Warren County Sub-Grant Agreement shall remain in full force and effect for the term of the Sub-Grant Agreement as entered into on May 23, 2017 by Resolution #17-0800 of the Warren County Board of Commissioners.

WARREN COUNTY JOB AND FAMILY SERVICES, DIVISION OF HUMAN SERVICES




President, Warren County Board of Commissioners

9/26/17
Date



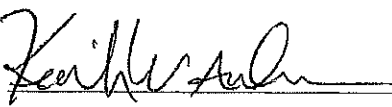
Director, Warren County JFS, Division of Human Services

9/13/17
Date



Linda A. Rabolt, Executive Director IHNWC

9-18-17
Date



Keith Anderson, Assistant Prosecutor

9-11-17
Date

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

Resolution

Number 17-0037

Adopted Date January 10, 2017

APPROVE AND ENTER INTO A TANF PRC CONTRACT WITH INTERFAITH HOSPITALITY NETWORK ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to approve and enter into a Contract with Interfaith Hospitality Network on behalf of Warren County Department of Human Services in the total amount of \$83,000.00 TANF/PRC funds for 1/1/17, ending 6/30/17; contract attached hereto and made a part hereof:

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

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

Resolution adopted this 10th day of January 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Interfaith Hospitality Network
Human Services (file)

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
TANF/PRC SUBGRANT AGREEMENT WITH
INTERFAITH HOSPITALITY NETWORK 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 Interfaith Hospitality Network 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 Interfaith Hospitality Network of Warren County; 203 E. Warren 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 IHNWC 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.

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.

Eligibility for Sub-recipient's services is accomplished by using the Self-Declaration Application for TANF/Title XX Services, Exhibit B. Applicants for sub-granted services will be notified by the Sub-recipient of approval, denials, and terminations using the Decision on Your Application for TANF/Title XX Services, Exhibit C. All eligibility criteria outlined within the Warren County Prevention, Retention, Contingency Plan (Exhibit D), 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 and C, attached. 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 \$22.24 per unit cost.** Unit of cost shall be per eligible individual per day 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 **\$83,000.00**, which is 6 months of the original proposed amount of \$166,000 for the period of January 1, 2017 thru June 30, 2017 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 \$83,000.00 during the term of this sub-grant.

D. Provision of Funding

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

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

ARTICLE IV ACCESS TO RECORDS

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

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

ARTICLE V TIME OF PERFORMANCE

This Sub-grant Agreement shall be effective **January 1, 2017** and shall terminate on **June 30, 2017**. If both parties agree, this Sub-grant agreement may be renewed with the same terms, conditions, and dollar amount effective **July 1, 2017** for an additional year upon adoption of an amendment by the Warren County Board of County Commissioners. The services of the Sub-recipient are to commence immediately upon execution of the sub-grant agreement and all costs allowable under the sub-grant agreement shall be incurred and the final invoice received by the Department no later than close of business **July 10, 2017**.

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

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, 41 C.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

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,

individuals when such claims would duplicate claims made from other sources of public funds available for the same service. The services being contracted for hereunder are not available on a non-reimbursable basis.

18. The Sub-recipient shall not discriminate against applicants for, and participants in the Ohio Works First Program established under Chapter 5107 of the Revised Code, and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Ohio Revised Code. The Sub-recipient further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
19. The Sub-recipient shall cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The Sub-recipient also agrees that it will include a like provision in any agreement, contract, grant, or procedure related to this Sub-grant agreement which require any subcontractor, or other party to cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.
20. The Sub-recipient agrees to be bound by the disclosure rules of the Ohio Department of Job and Family Services. Disclosure of information in a manner inconsistent with said rules is a breach of this Sub-grant agreement, and a violation of Ohio Revised Code Sections 5101.27, and 5101.99.
21. The Sub-recipient agrees that the services it delivers pursuant to this Sub-grant agreement will be delivered in a manner consistent with the Department's Prevention Retention and Contingency Plan, Exhibit D.
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:

416 S East Street, Lebanon OH 45036

To the Sub-recipient:

203 E. Warren 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

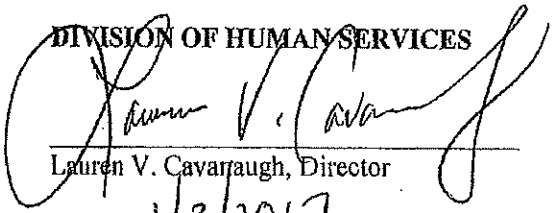
The paragraph headings contained in this Sub-grant agreement are solely for organizational purposes, and are of no substantive effect.

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

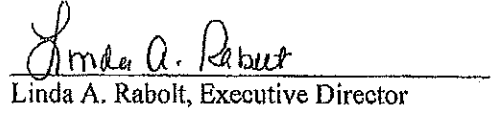


Lauren V. Cavarraugh, Director

1/3/2017
Date

INTERFAITH HOSPITALITY NETWORK

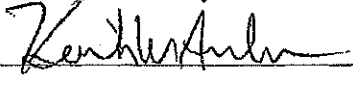
OF WARREN COUNTY


Linda A. Rabolt, Executive Director

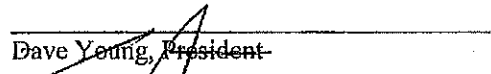
1/21/17
Date

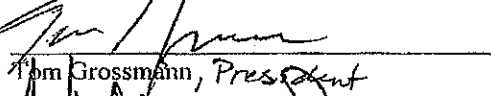
WARREN COUNTY PROSECUTOR

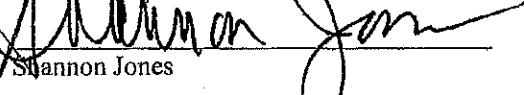
Approved as to Form Only

By: 

BOARD OF WARREN COUNTY COMMISSIONERS


Dave Young, President


Tom Grossmann, President


Shannon Jones

1-10-17
Date

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

Name:	For Agency Use Only	
Social Security Number:	Subgrantee:	EXHIBIT B
Present Address:	Worker:	
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): Interfaith Hospitality Network of Warren County

Name of Program: PRC Agreement with IHNWC

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0694

Adopted Date June 04, 2019

APPROVE AND ENTER INTO A VENDOR CONTRACT BETWEEN THE WARREN COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES AND THE CHILD ADVOCACY CENTER OF WARREN COUNTY

BE IT RESOLVED, to approve and enter into a Contract with Warren County Department of Human Services and The Child Advocacy Center of Warren County in the total amount of \$60,042.75 Title XX funds for 07/01/19, ending 06/30/20; 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:

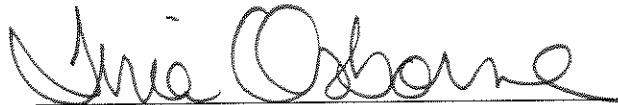
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Child Advocacy Center of Warren County
Human Services (file)

**CONTRACT AGREEMENT
BETWEEN
THE WARREN COUNTY BOARD OF COMMISSIONERS
ON BEHALF OF
THE WARREN COUNTY JOB AND FAMILY SERVICES
DIVISION OF HUMAN SERVICES
AND
CHILD ADVOCACY CENTER OF WARREN COUNTY**

The Vendor Contract, made and entered into on the 4 day of June 2019, by and between the Warren County Board of County Commissioners, on behalf of the Warren County Job and Family Services, Division Human Services (hereinafter referred to as WCDJFS) with offices located at 416 South East Street, Lebanon, Ohio and The Child Advocacy Center of Warren County (hereinafter referred to as CAC) with offices located at 320 East Silver Street, Lebanon, Ohio.

In accordance with 5101: 2-25 of the Ohio Administrative Code, the Ohio Department of Job Family Services is the State agency responsible for administering the Title XX Social Services Block Grant program. In turn, county Title XX Social Service Programs are administered by County Departments of Job and Family Services. WCDJFS intends to enter into a contract with CAC to provide funding for an Awareness Outreach Specialist who will provide prevention, intervention, information, education and referral services.

(A) Prevention and Intervention is defined in 5101: 2-25-01 (MM) (1) (2);

- (1) Services or activities designed to provide early identification and/or timely intervention to support families and prevent or ameliorate the consequences of abuse, neglect, or domestic violence, or to assist in making arrangements for alternate placement or living arrangements where necessary. Such services may also be provided to prevent the removal of a child or adult from the home.
- (2) Component services and activities which may include investigation assessment and/or evaluation of the extent of the problem; counseling including mental health counseling or therapy as needed; developmental and parenting skills training; respite care; and other services including supervision, case management, and transportation

(B) Information and Referral Services is defined in 5101:2-25-01 (DD);

- (1) Services and activities designed to provide information about services provided by public and private services providers and brief assessments of client needs (but not diagnosis and evaluation) to facilitate appropriate referral to community services.

(C) Education and Training Services as defined in 5101:2-25-01 (N) (2);

- (2) Services which may include instruction or training in, but not limited to, such issues as consumer education, health education, community protection and safety education, literacy education. English as a second language, and general educational development.

The following are the terms of this Vendor Contract:

1. **Purchase of Services:** The purpose of this Contract is to provide an Awareness Outreach Specialist. The Awareness Outreach Specialist will actively provide trainings and services to meet the goals listed above. All services provided by the Awareness Outreach Specialist will be free services with no regard for income eligibility.

2. **Contract Period:** This contract will be effective from **July 1, 2019, through June 30, 2020** inclusive, unless otherwise terminated, as provided herein. If both WCDJFS and CAC agree, this contract may be **renewed** with the same terms, conditions, and dollar amount, based on performance and funding levels, for a period of one (1) year.
3. **Availability of Funds:** This Contract is conditioned upon the availability of Federal, State and local funds which are appropriated and/or allocated for WCDJFS use. This Contract may be terminated immediately in the event there is a loss of funding. WCDJFS shall notify Provider, at the earliest possible time, of any service that may be affected by a shortage of funds. If funds are reallocated in lesser quantities than the initial allocation, WCDJFS may reduce the scope of services purchases and/or total Contract dollars. No penalty shall apply to WCDJFS in the event this provision is exercised. WCDJFS shall not be obligated nor liable for any future payments incurred by CAC after the date of termination. CAC shall be given a thirty (30) day notice prior to termination or reduction.

Payments for all services provided in accordance with the provisions of this Contract are contingent upon the availability of funding and will not exceed the total of allocated funds. The total dollar value of this Contract may not exceed **\$60,042.75**, unless otherwise amended by Resolution of the Warren County Board of Commissioners.

A. RESPONSIBILITY OF THE WCDJFS:

- a. WCDJFS agrees to cooperate and collaborate with CAC to plan, implement and monitor the provisions of service under this Contract. WCDJFS shall cooperate with CAC in conducting or providing for periodic review services purchased under this Contract.
- b. WCDJFS shall keep CAC updated on any changes as it relates to Prevention and Intervention Services.

B. RESPONSIBILITY OF CAC:

- a. CAC shall structure the services to meet the contract deliverables as set forth in this Contract.
- b. CAC agrees to cooperate and collaborate with WCDJFS to plan, implement and monitor the provisions of services under this Contract.
- c. CAC agrees to cooperate with WCDJFS in conducting or providing for periodic reviews of services purchased under this Contract.
- d. CAC shall adhere to WCDJFS policy for Prevention and Intervention Services under Title XX.
- e. CAC shall meet fiscal and reporting requirements, as set forth by WCDJFS.
- f. CAC shall collaborate with WCDJFS to develop and deliver quality services to Warren County residents.
- g. CAC shall remain updated with all changes related to Prevention and Intervention Services within Warren County.

C. PURPOSE OF THE CONTRACT

- a. The purpose of this Contract is to provide Prevention and Intervention and Educational services to families, children and entities within Warren County. The Awareness Outreach Specialist will actively provide trainings and services to educate the residents of Warren County.

D. CONTRACT DELIVERABLES

- a. CAC will employ an Awareness Outreach Specialist (Exhibit B).
- b. The Awareness Outreach Specialist will be housed at the CAC.
- c. The Awareness Outreach Specialist will be Supervised by the CAC Manager.
- d. The Awareness Outreach Specialist will track all activities/trainings performed for audit monitoring purposes.

E. TOTAL COST OF CONTRACT

CAC shall provide Information and Referral Services from July 1, 2019 through June 30, 2020, inclusive. The Awareness Outreach Specialist will be assigned to work 25 hours per week. CAC will invoice per month for the following expenditures; salary, benefits, fringes, indirect costs, trainings, materials, office supplies, and reimbursement for travel expenditures as outlined in the submitted budget (Exhibit A);

Title XX Base	JFSCSS19 JFSCSS20	\$54,037.75
Title XX Transfer	JFSCTX19 JFSCTX20	\$6,005.00

F. PAYMENT FOR PURCHASED SERVICES

- a. CAC shall submit all invoices and supporting documentation for reimbursement to WCDJFS by the tenth (10th) working day of the month following the month the bill was incurred.
- b. WCDJFS will review each invoice for completeness. If needed, additional information may be requested. Reimbursement to CAC shall be within thirty (30) days from receipt of a complete, correct invoice.
- c. The invoices submitted are subject to adjustment by WCDJFS before such payment is made in order to adjust for mathematical errors, non-covered services or incorrect rates. The invoices are subject to audit by appropriate State, Federal and local officials and/or an independent audit.
- d. CAC warrants that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in any invoice submitted for payment. For this Contract, unallowable cost include: bad debts, bonding costs, contingencies, contributions or donations, entertainment costs, cost of alcohol beverages, goods or services for personal use, fines, penalties, and mis-charging costs, gains and losses on disposition or impairment of depreciable or capital assets, interest and other financial costs, losses on other contracts, asset valuation resulting from business combinations, legislative lobbying costs and durable equipment.
- e. If the assigned CAC Awareness and Outreach Specialist is absent, every effort shall be made to provide a substitute. If no substitute is provided, WCDJFS shall not be billed for that day.
- f. CAC certifies that the services being purchased by WCDJFS are not available on a non-reimbursable basis and that claims made to WCDJFS for payment shall be for actual services rendered.

G. AVAILABILITY AND RETENTION OF RECORDS

- a. CAC shall maintain accurate records, reports, payrolls, etc., which sufficiently and properly reflect all costs of any nature incurred in the performance of this Contract. All

records relating to the services provided and supporting documentation for invoices submitted to WCDJFS by CAC shall be retained and made available for audit by WCDJFS, the State of Ohio (including, but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government for a minimum of three (3) years after payment under this Contract. If an audit is initiated during that time period, CAC shall retain such records until the audit is concluded and all issues are resolved.

- H. EQUIPMENT:** No equipment or software shall be invoiced by CAC to WCDJFS.
- I. ASSIGNMENT AND SUBCONTRACTING:** When deemed necessary to deliver services of the quantity and quality specified in this Contract, CAC may subcontract with the written approval of the WCDJFS. All such subcontracts shall be in the same form as this Contract and subject to the same terms, conditions and covenants contained herein. No such subcontracts shall in any case release CAC of the liability under this Contract. CAC is responsible for making direct payment for such subcontracts. This section does not apply to contracts with interpreters and persons needed to accommodate customers with disabilities.
- J. RESPONSIBILITY FOR AUDIT:** CAC agrees to an independent audit of expenditures or determinations of eligibility, or both, if there is evidence of misuse or improper accounting of claims or substantial errors. Copies of the audit and associated management papers shall be made available to the WCDJFS.
- a. Responsibility for Audit Exceptions:** CAC agrees to accept responsibility for receiving, replying to and/or complying/reimbursing any audit exception identified by appropriate local, State and/or Federal audit, directly related to the provisions of the Contract and agrees to maintain compliance with Federal, State and local regulations which govern the provision of this service.
- K. RELATIONSHIP:** Nothing in this Contract is intended to, nor shall be deemed to constitute a partnership, association or joint venture with CAC in the conduct of the provisions of this Contract. CAC, agents and employees of CAC will act in performance of this Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the WCDJFS.
- L. EQUAL OPPORTUNITY/NON-DISCRIMINATION:** Vendor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42); and FNS directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which Vendor received Federal financial assistance from FNS; and hereby gives assurances that it will immediately take measures necessary to effectuate this agreement.

M. TERMINATION: In the event that either the WCDJFS or CAC does not perform their responsibilities and/or obligations under this Contract, either party may initiate their intent to terminate the Contract by providing a thirty (30) day prior written communication to the other party. A final decision to terminate Contract shall be made jointly by WCDJFS and CAC. This Contract may be terminated immediately in the event there is a loss of funding, disapproval by Federal Administrative Agency or upon discovery of noncompliance with any Federal or State Laws, Rules and/or Regulations.

N. MODIFICATION OR AMENDMENT: No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment. Any amendment or modification must be in writing, signed by both parties and not effective until a Resolution is passed by the Warren County Board of Commissioners approving the amendment or modification.

O. CONTRACT MONITORING: WCDJFS will monitor the program on a continuous basis. Any findings will be discussed with the CAC Manager or other employees of CAC and may also be discussed with CAC.

P. GOVERNING LAW: This Contract shall be constructed in accordance with, and the legal relations between the parties shall be governed by the Federal Law, laws of the State of Ohio and local laws as applicable to contracts executed and fully performed in the State of Ohio.

- a. **Compliance:** CAC and WCDJFS agree to comply with all Federal and State laws, rules regulations; auditing standards; and applicable Office of Management and Budget Circulars, State statues and the Administrative Code Rules which are applicable to the performance of this contract
- b. **Confidentiality of Information:** The parties agree that they shall not use any information, systems or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standard of confidentiality that applies to the employees of either party and/or the State of Ohio. The terms of this section shall be included in any subcontract executed by either party for work under this Contract.

Q. RESOLUTION OF DISPUTES: The agencies agree that the Directors of WCDJFS and CAC shall resolve any disputes between the agencies concerning responsibilities under or performance of any of the terms of this Contract. In the event the Directors can not agree to an appropriate resolution to the disputes, they shall refer to Ohio Board of Regents (OBR) and ODHS for a final binding determination resolving the dispute.

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

S. ENTIRE CONTRACT: This Contract contains the entire Contract between CAC and WCDJFS with respect to the subject matter thereof, and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings or agreements not herein contained shall be of any force or effect.

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

To: Warren County Job and Family Services
Division of Human Services
416 South East Street
Lebanon, Ohio 45036

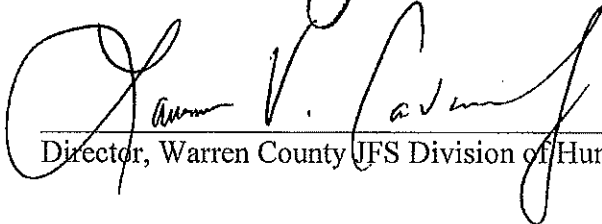
Child Advocacy Center of Warren County
320 East Silver Street
Lebanon, Ohio 45036

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



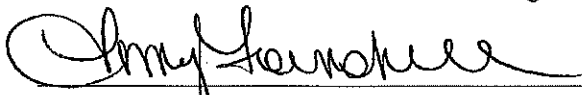
Warren County Board of County Commissioners

6/4/19
Date



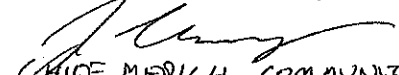
Director, Warren County JFS Division of Human Services

5/7/2019
Date

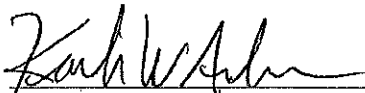


Manager, Child Advocacy Center of Warren County

5/10/2019
Date


CHIEF MEDICAL COMMUNITY HEALTH OFFICER
DAYTON CHILDREN'S HOSPITAL
APPROVED TO FORM:

5/20/2019



Keith Anderson, Assistant Prosecutor

5-3-19
Date

FY20 Proposed Budget
Outreach Awareness Position
Child Advocacy Center of Warren County

CATEGORY	Minimum	MidRange	Maximum
Salary	27,950.00	34,944.00	41,925.00
Fringes	4,192.50	5,241.60	6,288.75
Indirects	3,897.00	4,701.00	5,504.00
Professional Development & Training (Travel/Conference Fees)	3,500.00	3,500.00	3,500.00
Materials – business cards, banner, handouts	1,500.00	1,500.00	2,000
Mileage (est. 1,500/year)	825.00	825.00	825.00
TOTAL:	42,364.50	51,211.60	60,042.75

Dayton Children's Hospital Job Description

Please read "Job Description Information & Instructions" before completing this form.

Job Title: **Awareness Outreach Specialist** Job Number: **1187**
 Department: Child Advocacy Center, Warren County Department #: **1140**
 Reports to: **Manager, Child Advocacy Center of Warren County**
 Creation Date: **5/18/05**
 Revision Date: **5/22/2018**

Job Summary

Briefly describe the general purpose of the job. Most jobs can be described in one or two brief paragraphs. This section can include some of the duties and responsibilities listed in the following section, but primarily it should answer the question, "Why does this job exist?"

Responsible for the development, promotion and administration of child abuse awareness and outreach programming through CACWC.

Job Duties and Responsibilities

List the primary job duties and responsibilities in the boxed-in areas. Assign a weighting (by importance or time) to each duty/responsibility and list them in the order of weighting (highest to lowest). The weighting should total 100%. Minor or occasional duties are combined in the last statement, "Performs other duties as assigned." Do not assign a weighting to "Performs all duties as assigned."

Each statement should be brief and concise, beginning with an action verb ("conducts," "develops," "monitors," etc.). Most jobs have 5-9 major duties/responsibilities.

The competencies needed to perform the particular task are to be listed after each duty/responsibility. There could be up to five competencies for each duty/responsibility. If the Synergy model is used for the job, that document may be attached to the job description in lieu of listing the competencies.

Do not include behavior requirements such as teamwork, professionalism, etc., in either the job duties or competencies. These are covered in the SPIRIT standards section.

	Weighting %
1. PROGRAM IMPLEMENTATION	40%
<ul style="list-style-type: none"> • Develops and implements a child abuse awareness program in Warren County to include professional trainings, presentations to parents, children and community members. 	
2. PROGRAM MARKETING	30%
<ul style="list-style-type: none"> • Actively markets the awareness program to community child serving agencies. • Works on social media campaign. 	
3. FISCAL RESPONSIBILITY	15%
<ul style="list-style-type: none"> • Manages the awareness and outreach program within the limits of the departmental budget. • Under the direction of the CACWC manager, seeks continuation funding for the prevention program through grant writing and proposals to other funding sources. 	

4. COMMUNITY RESOURCE	10%
<ul style="list-style-type: none"> ▪ Acts as a resource to the community on matters related to child abuse awareness and outreach. 	
5. CENTER SUPPORT	5%
<ul style="list-style-type: none"> ▪ Contributes articles and other awareness and outreach material to the advocacy center's newsletter. Will provide cross-coverage for other CACWC staff. 	
Performs other duties as assigned	
100%	

Work Direction

Check the box next to the description that best characterizes the nature of work direction received by an employee in this job who is performing at a satisfactory level.

- Works under close supervision and from detailed verbal and written instructions.
- Works under general supervision and selects from a variety of established procedures to accomplish assigned duties and responsibilities.
- Works under minimal supervision, referring only exceptional problems and issues for management review or approval.
- Works independently, relying on experience and judgment to plan and accomplish assigned goals. Reviews and reports on results and accomplishments.

Primary Working Relationships

(Check all that apply.) Indicate the level of employee/contacts with which this person has a working relationship. A "working relationship" involves more than casual daily contact.

- only immediate supervisor and other employees in the department
- support staff in other departments
- front-line management in other departments
- interdepartmental; represents department on specific projects involving other departments
- external contacts; represents organization as a prime contact on projects or contracts
- senior management; advises/interacts on significant matters often requiring coordination

Financial Impact

(Complete only if applicable. Usually applies to exempt jobs.) Indicate the areas with measurable dollars upon which this position has direct or indirect impact and give an approximate amount of dollars controlled or impacted. (For example, size of department budget, amount of revenue produced, etc.)

Area	<u>Approximate Dollar Amount Controlled/Impacted</u>

Education, Experience, and Other Requirements

Indicate the minimum education, training, and experience you would require of someone you would hire into this job. You should indicate what is required to do the job, not the education or experience of a current employee in the job. Inflating the requirements means that you cannot consider a candidate with lesser qualifications.

	<u>Required</u>	<u>Preferred</u>
Education	Bachelor's Degree Specializing in behavioral science, education or related field.	
Years of experience	1-2 years Specializing in knowledge of child abuse and its impact on family.	
Specialized training or certifications (be specific)		
Other skill/competencies required (communication skills, computer skills, customer service skills, etc.)		

Supervisory Responsibility

(Complete only if applicable. Usually applies to exempt jobs.) Indicate the number of people this job supervises directly and indirectly (through direct reports). "Supervision" usually includes the preparation of performance appraisals and conducting of employee discipline. Indicate whether these reports are exempt or nonexempt (eligible for overtime) by filling in one number in each applicable column. Please fill in the "special/other" box if this job manages people outside the organization, such as temporaries, contractors, etc.

	Direct Exempt	Direct Nonexempt	Indirect Exempt	Indirect Nonexempt	Special/Other
Number of People Supervised					

Physical Requirements

Degree of overall physical demand (Check one.)

- Very heavy work:** Must lift 70 pounds frequently to move objects, with occasional lifting of up to 100 pounds.
- Heavy work:** Must lift up to 50 pounds frequently to move objects, with occasional lifting up to 70 pounds.
- Medium work:** Must lift up to 35 pounds frequently to move objects, with occasional lifting up to 50 pounds.
- Light work:** Must lift up to 25 pounds frequently to move objects, with occasional lifting of up to 35 pounds.
- Sedentary work:** Must lift up to 10 pounds frequently to move objects, with occasional lifting up to 25 pounds.

Physical activities Select the percent for each activity. See definitions below.

Activity	Percent of Time Performed				
	None	<25%	25-49%	50-74%	75%+
Stooping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kneeling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crouching	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reaching	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Standing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Walking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lifting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grasping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Repetitive motions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- Stooping:** Bending body downward and forward by bending spine at the waist. This factor is important if it occurs to a considerable degree and requires full use of the lower extremities and back muscles.
- Kneeling:** Bending legs at knee to come to a rest on knee or knees.
- Crouching:** Bending the body downward and forward by bending leg and spine.
- Reaching:** Extending hand(s) and arm(s) in any direction.
- Standing:** Particularly for sustained period of time.
- Walking:** Moving about on foot to accomplish tasks, particularly for long distances.
- Lifting:** Raising objects from a lower to a higher position or moving objects horizontally from position-to-position. This factor is important if it occurs to a considerable degree and requires the substantial use of the upper extremities and back muscles.
- Grasping:** Applying pressure to an object with the fingers and palm.
- Repetitive Motion:** Substantial movements (motions) of the wrists, hands, and/or fingers.

Conditions Check only those that apply.

- Skin exposure: The worker is subject to outside environmental conditions: No effective protection from weather.
- Temperature: The worker is subject to extreme heat: Temperatures above 100 degrees for periods of more than one hour.
- Respiratory: The worker is subject to atmospheric conditions: One or more of the following conditions that affect the respiratory system or the skin: Fumes, odors, dusts, mists, gases or poor ventilation.
- Radiation: The worker is exposed to ionizing radiation (radioactive isotopes) or non-ionizing radiation (welding flash, micro-waves, sunburn)
- Infectious: The worker is exposed to infections from bacteria viruses (TB, Rubella, etc.); infectious from blood pathogens (HIV, Hepatitis B, etc.); or food handling
- Mental: The worker is exposed to significant stress due to a high level of responsibility; uncertainty due to changing job requirements; work in safety/security positions; or work with emotionally unstable individuals.

OUR VALUES AND GUIDING BEHAVIORS

Safety

We make safety our first priority.

- I am **aware** of my activities and actions to prevent unexpected events.
- I demonstrate **critical thinking** and **communicate clearly and completely**.
- I use **evidence-based practices** in caring for our patients.
- I ask **questions and seek clarification** in order to do the right thing.

Compassion

We deliver compassionate, family-centered care to all we serve.

- I am committed to demonstrating **genuine empathy** with joys and sorrows of others.
- I take the initiative to create a **positive experience** for all those whom I am in contact.
- I demonstrate **active listening** by being present and paying attention to the facts and feelings of the experience.
- I am **helpful** and provide **frequent updates** to patients, families, and co-workers in a timely manner.

Ownership

We are the pediatric care experts and act knowing that every patient, visitor, and the hospital is our collective responsibility.

- I am **passionate** about what I do and it is evident in my actions.
- I look for every opportunity to make a **positive difference** and contribute to an environment of **trust**.
- I take **accountability** for my actions, my work and I hold others accountable.

Collaboration

We work collaboratively to care for children, their families and each other.

- I am committed to **effective communication** throughout the organization to improve patient, family and co-worker experiences.
- I will be an **actively engaged** member on teams and in my work group.
- I embrace the **combined efforts** of others to create a feeling of belonging.
- I **respect** and **value diversity** of others who are contributing to a positive work environment.

Innovation

We continuously innovate to make Dayton Children's even better today and into the future.

- I continue to **grow and develop** my knowledge through creative approaches and best practices.
- I look for **opportunities to improve** the work environment.
- I demonstrate the **willingness** and **courage to embrace change**.

Value Creation

We deliver quality outcomes and excellent service while being good stewards of healthcare resources.

- I am committed to **ensuring the best outcome** for our patients, families, and co-workers.
- I am dedicated to developing **efficiencies, standardizing processes, and eliminating waste**.

HIPAA: USE AND DISCLOSURE

(Check all that apply.)

Permission to handle, use, or disclose protected health information (PHI) extends to only those duties where it is necessary to complete assigned tasks. Use and/or disclosures should be held to the minimum necessary information in order to complete the task.

Employee Permissions by Job Description

- Handle: the transporting of information for delivery, storage or destruction where only incidental contact is likely to occur.
- Use: the sharing, employment, application, utilization, examination or analysis of information by any person working for or within Dayton Children's.
- Disclosure: the release, transfer, provision of access to or divulging in any other manner of information to persons not employed by or working within Dayton Children's or its Organized Healthcare Consortium

Types of Information Used or Disclosed by Job Description

- Demographic: information such as name, address, phone number, race, religion, marital status, insurance provider, etc.
- Clinical: information such as diagnosis, treatments, interventions, test results, health status, etc.

PATIENT AGE-SPECIFIC POPULATION

(Check all that apply)

- None
- Neonates (Birth to 1 month): Understands the implications of the major physiologic changes occurring with the infant's adjustment to extrauterine life. Promotes parent-infant attachment and integration of the newborn into the family unit.
- Infants (1 month -12 months): Understands that the infants' development of a sense of basic trust establishes the foundation for future interpersonal relationships. Facilitates development of trust by incorporating appropriate strategies into the provision of care.
- Toddlers (1-3 years): Understands that the toddler is striving to develop a sense of autonomy in muscular and impulse control. Recognize the toddler's display of negative behavior, limited language skills, and limited concept of time as stage specific and directs care accordingly.
- Preschoolers (3-5 years): Understands that the preschooler requires wider social relationships, learns role standards, gains self-control and mastery of skills, plans care strategies that enhance the development of a sense of self-concept and initiative.
- School Age (6-11 years): Understands the development of a sense of industry, independence, and separation from family and increased peer socialization. Recognizes the child's increased language skills, increased interest in acquiring knowledge, improved concept of time, and increased self-
- Adolescent (12-18 years): Understands the developing sense of identity as biologic, personality and sexual maturation occurs. Recognizes the significance of the emphasis placed on peer relationships. Encourages participation in decision-making and planning care, as the child is increasingly capable to abstract thought and reasoning.
- Adult: Encourages involvement in care planning and decision-making. Provides essential teaching based on how the individual learns best. Assesses pain through physiologic parameters, body language, and verbal assessment. Assists adult in identifying community resources for financial as well as social support.

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

Name of Provider (Potential Vendor/Subrecipient): Child Advocacy Center of Warren County

Name of Program: Awareness Outreach Specialist

	Indications of a Subrecipient See A-133 §210(b)	Yes	No	Comments
1.	Provider determines who is eligible to receive federal financial assistance.	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>	
4.	Provider has responsibility for adherence to applicable federal program compliance requirements.	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	
7.	Organization provides similar goods or services to many different purchasers.	<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>	
10.	Organization is not subject to compliance requirements of the federal program.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0695

Adopted Date June 04, 2019

APPROVE AND ENTER INTO A TANF PRC CONTRACT WITH THE WARREN COUNTY EDUCATIONAL SERVICE CENTER ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to approve and enter into a contract with The Warren County Educational Service Center on behalf of Warren County Department of Human Services in the total amount of \$674,599.00 TANF/PRC funds beginning 7/1/19 and ending 6/30/20; 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 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Warren County Educational Service Center
Human Services (file)

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
TANF/PRC SUBGRANT AGREEMENT WITH
WARREN COUNTY EDUCATIONAL SERVICE CENTER
RESOURCE COORDINATOR**

WITNESSETH THAT;

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

And

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

And

WHEREAS, Warren County Division of Human Services desires to enter into a Sub-grant agreement with **Warren County Educational Service Center;**

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

ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS

A. Definitions

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

"Sub-recipient" means Warren County Educational Service Center; 1879 Deerfield Road, 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 WESC PRC Contract Services 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.

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.

Eligibility for Sub-recipient's services is accomplished by using the Self-Declaration Application for TANF/PRC Services, Exhibit B. Applicants for sub-granted services will be notified by the Sub-recipient of approval, denials, and terminations using the Decision on Your Application for TANF/Title XX Services. All eligibility criteria outlined within the Warren County Prevention, Retention, Contingency Plan, must be followed by the Sub-recipient. Income guideline document at 200% of FPL.

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.

Children served under this Sub-recipient agreement must be enrolled in one of the participating school districts.

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 it 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.

Cost of Service Description

- a. Unit Cost- Per unit of services for each TANF eligible child is \$421.62.
- b. Average of TANF eligible Clients per month= 160 multiplied by 10 active months of service= 1,600 units.
- c. **\$674,599 divided by 1,600 units of service equals unit cost of \$421.62.**
- d. Other sources of funding come from local school districts (\$157,500) which will cover non-income eligible children.
- e. Financial Eligibility for this program is set at or below 200% of the FPL.

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 \$674,599.00 (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 \$674,599.00 during the term of this sub-grant. The amount of \$674,599.00 includes the following expenses; salary, benefits, travel, supplies, equipment, phones and administration costs.

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	\$67,460	JFSCACC2 JFSCTF19/JFSCTF20	1601OHTANF	93.558
TANF Regular	\$607,139	JFSCATFR 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. If both parties agree, this Sub-grant agreement may be renewed with the same terms, conditions, and dollar amount effective July 1, 2020 for an additional year upon adoption of an amendment by the Warren County Board of County Commissioners. The services of the Sub-recipient are to commence immediately upon execution of the sub-grant agreement and all costs allowable under the sub-grant agreement shall be incurred and the final invoice received by the Department no later than close of business 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, 41 C.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	1879 Deerfield Road, 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

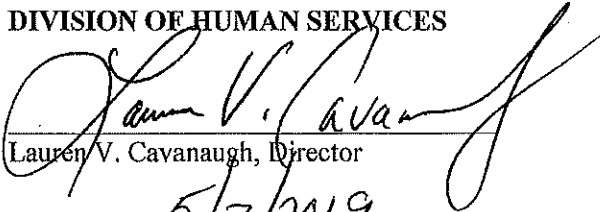
The paragraph headings contained in this Sub-grant agreement are solely for organizational purposes, and are of no substantive effect.

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



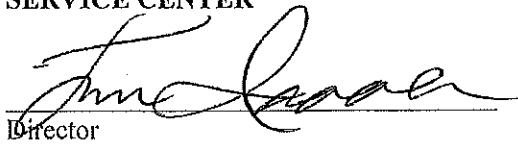
Lauren V. Cavanaugh, Director

5/7/2019

Date

WARREN COUNTY EDUCATIONAL

SERVICE CENTER



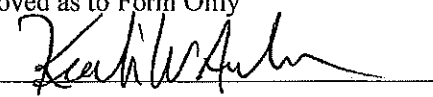
Director

5-13-2019

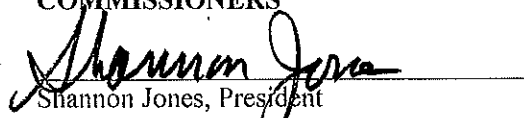
Date

WARREN COUNTY PROSECUTOR

Approved as to Form Only

By: 

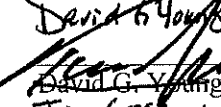
**BOARD OF WARREN COUNTY
COMMISSIONERS**



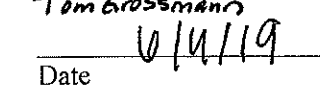
Shannon Jones, President



Tom Grossmann, Vice President



David G. Young, Member



Tom Grossmann
0/14/19

Date

**WARREN COUNTY PREVENTION RETENTION CONTINGENCY (PRC)
CONTRACT SERVICES PROPOSAL**

1. Organization/Agency Information

Organization/Agency Name:	Warren County Educational Service Center
Address:	1879 Deerfield Road Lebanon, OH 45036
Contact Person:	Kimberly Sellers
Phone Number:	513.695.2900, ext. 2311
Fax Number:	513.695.2961
Email:	Kim.Sellers@warrencountyesc.com
Fiscal Agent:	Warren County Educational Service Center Alleyn Unversaw, Treasurer
Phone Number:	513.695.2900, ext. 3036
Fax Number:	513.695.2961
Email:	Alleyn.Unversaw@warrencountyesc.com

2. Services the Resource Coordinator program provides and needs/problems addressed:

The Resource Coordinator program provides supports and resources to needy families with academically and otherwise at-risk children. Resource Coordinators focus on low-income students and their families who have been identified within the school system. Resource Coordinators help identify, create, and maintain resources for families.

3. Strategies that will be used:

Resource Coordinator Program Objectives and Menu of Activities:

TO IMPROVE ATTENDANCE:

- If poor attendance is due to lice, provide treatment for family. If lice are chronic and in part due to neglect by parent, encourage school to file "failure to send" on the parent instead of "truancy" on the child. Refer to Children Services when necessary.
- If absences are excused but excessive and questionable, meet with family to help child improve attendance rate. Family may need referred to outside resources depending on the problem.
- Check on student's address at the request of the Principal.

INCREASING PARENTAL INVOLVEMENT:

- Attend Intervention Assistance Team meetings as requested by the school. If the Resource Coordinator has a role to play, follow up with parents after the meeting.
- Help parents find transportation to a school meeting if necessary.
- Help school obtain needed signatures from parents.
- Encourage parents to become involved in their child's education and school activities.

CASE MANAGEMENT

- Help assist parents with behavior problems of children and provide referral information.
- Check on parent with a serious medical problem and provide referral information if appropriate.
- Confer with appropriate school staff concerning referrals and give timely feedback.
- Maintain records of referrals and contacts.
- Coordinate with the Coordinated Care/Diversion Program and outside agencies such as Warren County Children Services, Warren County Board of Developmental Disabilities, Department of Health, etc. when needed.
- Make home visits.
- Assist school nurse with a child who has medical problems.

PREPAREDNESS TO LEARN:

- Help parents obtain prescribed medication and glasses for their children.
- Furnish school supplies to needy children.

- Furnish hygiene products to a child when needed.
- Help family in obtaining school clothing when necessary.
- Help families with pre-school children understand some simple literacy tasks they can do to help their child be ready for school.
- Help child/family obtain a needed piece of equipment such as a wheelchair or crutches so a child can be in school.

RESOURCE COORDINATION:

- Refer parents to food pantries, Salvation Army, Hannah's Treasure Chest, churches, etc. for food and clothing.
- Collect used clothing for families. Find assorted sweat pants, underwear, and socks for each elementary building to use in case of emergency.
- Advise parents how to apply for public assistance, medical cards such as Healthy Start, emergency assistance, day care assistance, food stamps, Ohio Works First, and other programs run by the Warren County Department of Human Services.
- Make referrals to appropriate agencies when needed.

OTHER:

- Attend staff meetings and other school functions as appropriate.
- Work with service organizations such as Rotary, Optimists, etc. They have become a source of assistance to schools and families who have special needs.

4. Timeline for these services:

The contract will be effective July 1, 2019-June 30, 2020.

5. Who will be served:

The Resource Coordinator program will provide services to an average of 160 TANF eligible children per month and a total of 1,600 service units.

6. Cost of Service Description:

a. Unit Cost

Per unit of service for each child is \$421.62

Average of TANF Eligible Clients per month = 160

Multiplied by 10 months of service = 1,600

\$674,599 divided by 1,600 units of service equals unit cost of \$421.62

*The unit cost will cover the expense of staff, travel, supplies, equipment, phones and administration (to cover the cost incurred by the Educational Service Center for supervisory as well as Treasurer's Office.)

b. Description and amounts of other sources of funding

Other sources of funding come from local school districts which will cover non-income eligible children. Amount = \$157,500

c. Federal Poverty Level Percentage for this Program will be set at 200%.

7. Description of Outcome Measures:

A. Expected Outcomes

- Needy families will receive the economic supports needed to succeed (school supplies, coats, lice treatment, food, clothing, etc.)
- Needy families will receive appropriate referrals and assistance in accessing community resources.

B. How will outcomes be measured?

- Number of needy families receiving economic supports
- Number of needy families receiving referrals and assistance in accessing community resources.
- Number of parents and caregivers encouraged to be more involved in child's education.

In addition to tracking of the aforementioned outcomes, a Customer Satisfaction Survey will be given to all families upon completion of services.

8. TANF Goals- Please check the appropriate box which describes the TANF Goals this program will meet:

- | | | |
|-------------------------------------|------------------------|----------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | TANF Purpose 1: | To provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives. |
| <input type="checkbox"/> | TANF Purpose 2: | To end the dependence of needy parents on government benefits by promoting job preparation, work and marriage. |
| <input type="checkbox"/> | TANF Purpose 3: | To prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual |

numerical goals for preventing and reducing the incidence of these pregnancies.



TANF Purpose 4:

To encourage the formation and maintenance of two-parent families.

9. Project Budget Narrative- Include all costs associated with this program that you are requesting to receive through PRC/TANF Funding:

Items for the Budget include the following:

1. **Salary/Personnel Costs:** The total allocated salary is the equivalent of twelve (12) FTE Resource Coordinators. Resource Coordinators will be in the following districts: Lebanon (1), Springboro (3), Little Miami (1), Carlisle (1), Kings (1), Warren County Career Center (1), John Lazares Alternative School (1) and the Warren County Learning Center (1), Mason (1) and WCESC Social Communications/Wellness Center (1).
2. **Fringe Benefits:** Benefits include medical, dental, life, worker's comp, Medicare, and Retirement (STERS).
3. **Travel:** Travel costs include travel to homes, churches, food pantries, Hannah's Treasure Chest, medical clinics, etc. to obtain resources. Also includes costs for training/CEU's as needed.
4. **Supplies:** Supplies include laptop computers as needed (some provided by districts) as well as miscellaneous office supplies such as paper, copying and folders.
5. **Phone:** Cell phone reimbursement for each Resource Coordinator at a rate of \$31 per month for ten (10) months.
6. **Administrative Costs:** Administrative Costs for the ESC are calculated at 10% and covers supervision costs, payroll and fiscal related expenses.

10. Budget Summary

Category	Cost
Personnel	\$ 688,300.00 12 FTE RC's + .5 Admin Assistant
Travel	\$ 15,000.00
Supplies	\$ 4,000.00
Phone	\$ 5,040.00
Purchased Services	\$ 1,500.00
Supervisory	\$ 46,875.00
Administrative	\$ 71,384.00 10%
Total Costs	\$832,099.00
Revenue	
Current TANF	\$559,880.00
District	\$157,500.00
Total Revenue	\$717,380.00
Additional TANF requested	(\$114,719) ADDITIONAL AMOUNT REQUESTED

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

Name:	For Agency Use Only
Social Security Number:	Subgrantee:
Present Address:	Worker:
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): Warren County Educational Services Center

Name of Program: PRC Agreement with ESC

	Indications of a Subrecipient See A-133 §210(b)	Yes	No	Comments
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

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

Resolution

Number 19-0696

Adopted Date June 04, 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 AND WARREN COUNTY CHILDREN SERVICES TO PROVIDE FUNDING FOR THE KINSHIP CAREGIVER PROGRAM

BE IT RESOLVED, to approve and enter into a MOU with Warren County Department of Children Services on behalf of Warren County Human Services; 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 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Warren County Children Services
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 Warren County Department of Job and Family Services Division of Children Services (hereinafter "WCPCSA"), To provide funding for the Kinship Caregiver Program.

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 agrees to release Temporary Assistance for Needy Families (TANF) funding to WCPCSA for the Kinship Caregiver Program (Child Care) which is administered through the WCDJFS Prevention, Retention, and Contingency Plan.

3. WCDJFS' RESPONSIBILITIES

If not eligible for Publicly Funded Child Care Program, provide Kinship Caregiver with the PRC Application to apply for the Kinship Caregiver Program.

Process invoices submitted by WCPCSA.

Transfer TANF funds for reimbursement to WCPCSA for the Kinship Caregiver Program funds.

4. WCPCSA RESPONSIBILITIES

Assist Kinship Caregivers with the application process for the Kinship Caregiver Program under the PRC Program.

Invoice WCDJFS for any Kinship Caregiver Payments made by WCPCSA for children in care.

5. GOVERNING LAW

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

6. 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.

7. 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.

8. 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.

9. 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.

10. RELATIONSHIP

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

11. 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.

12. CONFIDENTIALITY

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

13. AMENDMENTS

This writing constitutes the entire agreement between WCDJFS and WCPCSA with respect to all matters herein.

14. AUDIT

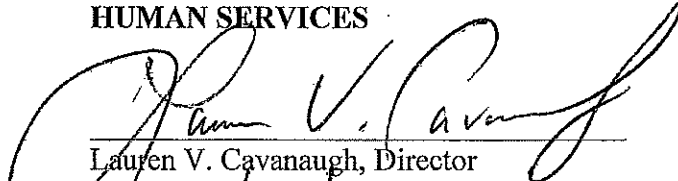
The transfer and expenditure of these funds are subject to audit by the Auditor of State. Any non-compliance with expenditures of the funds in accordance with applicable regulations and guidance are subject to findings and recovery and subject to recoupment.

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
HUMAN SERVICES**




Lauren V. Cavanaugh, Director

Date

3/29/19

**WARREN COUNTY
CHILDREN SERVICES**



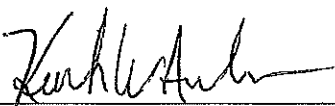
Susan Walther, Director

Susan Walther, Director

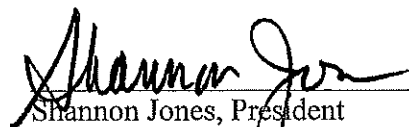
Date

3/29/19

WARREN COUNTY PROSECUTOR
Approved as to Form Only

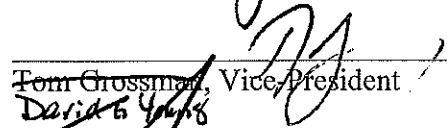
By: 

**BOARD OF WARREN COUNTY
COMMISSIONERS**




Shannon Jones, President

Shannon Jones, President



Tom Grossman, Vice President



David G. Young, Member

Date

6/14/19

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

Resolution

Number 19-0697

Adopted Date June 04, 2019

AUTHORIZE THE WARREN COUNTY SHERIFF TO EXECUTE AN AGREEMENT WITH LCNB NATIONAL BANK TO PROVIDE ACCOUNT FRAUD SERVICES, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to authorize the Warren County Sheriff to execute an agreement with LCNB National Bank for account fraud services; said agreement is attached hereto and made a part hereof.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—LCNB National Bank
Sheriff (file)



LCNB NATIONAL BANK
MASTER CASH MANAGEMENT AGREEMENT

This Master Cash Management Agreement (“Agreement”) is made and entered into as of the 18th day of June, 2019, by and between LCNB National Bank, a national banking association with its main office located at 2 North Broadway, Lebanon, Ohio 45036 (“Bank”), and Warren County Sheriffs, with its principal office located at 822 Memorial Drive, Lebanon, Ohio 45036 (“Customer”).

RECITALS

- A. Customer has requested that Bank perform certain cash management services for the Customer as more specifically set forth in the addenda and schedules attached hereto and incorporated herein by reference (each an “Addendum” and collectively the “Addenda”).
- B. Bank has agreed to provide certain cash management services to Customer upon the terms and conditions as set forth in this Agreement and the Addenda attached hereto, and as described therein (individually and collectively the “Services”).

AGREEMENT

1. **Services.** Subject to compliance by Customer with the terms and conditions set forth in this Agreement and in the Addenda, Bank hereby agrees to provide the Services subject to the terms of this Agreement and the attached Addenda as well as applicable state and federal law and regulations.
2. **Account and Administration.** Customer shall maintain one or more accounts at the Bank (individually and collectively the “Account”) in order to use the Services. Customer further hereby acknowledges and agrees that any and all funds held in the Accounts shall be subject to the provisions of Ohio Revised Code section 1109.10 with regard to claims relating thereto as well as the terms of this Agreement and other agreements by and between Customer and Bank relating to the Account. Customer shall designate a duly-authorized official representative from time to time who shall be charged with administration of the Account and Services provided under this Agreement and any Addenda (the “Administrator”). Customer shall notify Bank in writing as to the name and title of the Administrator using such documentation as Bank may require set forth in **Schedule Master-A** attached hereto and incorporated herein. The Administrator shall designate individuals authorized by the Customer to conduct business on behalf of the Customer with the Bank under the terms of this Agreement and any Addenda (including the Administrator, the “Authorized Representative(s)”), and it is the sole responsibility of the Customer to have in place appropriate and adequate security and related policies and practices to adequately monitor and oversee the activities of any Authorized Representative(s).



-
3. **Fees.** Customer acknowledges and agrees to pay Bank fees for Services based upon a schedule of fees in effect from time to time as provided by Bank or as otherwise provided in an Addendum. Customer further acknowledges and agrees that Bank may modify such fees from time to time and that Customer will remain bound by the fee schedules as so modified. Such fees do not include, and Customer shall be and remain responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to the Services, and any fees or charges provided for in any and all agreements between Bank and Customer with respect to the Account (individually and collectively the "Account Agreement"). Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by crediting and/or debiting the Account or any other account of Customer or its affiliates with Bank or its affiliates. In the event there are not sufficient available collected funds in the Account to cover Customer's obligations under this Agreement or any other agreement to which Customer and its affiliates and Bank and its affiliates are parties, Customer agrees that Bank or its affiliates may offset against any amount Bank or its affiliates may otherwise owe to Customer or its affiliates.
4. **Representations and Warranties.** Customer represents, warrants, and agrees that:
- (a) Customer has full authority to enter into this Agreement and to fully perform in accordance with the terms thereof without the necessity of any waivers, approvals or consents of any third parties;
 - (b) Customer is duly incorporated or organized, validly existing, and in good standing in the jurisdiction in which it is organized and in each jurisdiction in which it does business;
 - (c) There are no provisions of any law, or Customer's Articles/Certificate of Incorporation, Code of Regulations or By-Laws, or any agreement of any kind, nature or description binding upon Customer that limits or prohibits Customer from entering into or performing under this Agreement;
 - (d) Each Authorized Representative is duly authorized by Customer and Bank may rely on information and instructions received from Customer or any of Customer's Authorized Representatives in performance of the Services without the necessity of further inquiry or confirmation;
 - (e) Customer is a business organization and not a "natural person", the Services will be used solely by Customer and for business purposes only, and the Services are being provided solely for the Customer and Customer shall not provide the Services to or on behalf of any third party without the prior written consent of Bank;
 - (f) Customer at all times relevant hereto shall comply with any and all applicable state and federal laws and regulations relating to the Services including, but not limited to, applicable laws and regulations regarding anti-money laundering activities, the prohibition on funding of unlawful internet gambling, and National Automated Clearinghouse Association (or any successor organization) rules in effect from time to time;
-



(g) No computer viruses, hacking programs or similar unapproved or inappropriate programs shall be transferred to or through Bank from or through Customer, and Customer has and will maintain in place adequate protections to: (1) detect and avoid any and all such viruses, hacking attempts and similar programs; (2) detect and avoid any transfer of same to or through Bank; (3) ensure avoidance of unapproved, inappropriate, improper, and/or fraudulent access to the Services and/or to Bank's electronic data systems, directly or indirectly, by or through Customer's electronic data processing and communications systems or the loss of any Customer or other Authorized Representative password; and (4) comply with the security procedures set forth in Schedule Master-B attached hereto and incorporated herein, as well as any other security procedures set forth in the Addenda or otherwise communicated to Customer.

BANK MAKES NO WARRANTIES AND CUSTOMER EXPRESSLY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. **Bank Responsibilities; Liability; Limitations on Liability.**

(a) In the performance of the Services, Bank shall be entitled to rely solely on the information, representations, and warranties provided by Customer, and shall not be responsible for the accuracy or completeness thereof. Bank shall be responsible only for performing the Services expressly provided for in this Agreement and in each Addendum, and shall be liable only for its gross negligence or willful misconduct in performing those Services. Bank shall not be responsible for Customer's security procedures or access to Customer's computer system, or for Customer's acts or omissions or those of any agent or other party providing services to Customer, or any other person or entity, including without limitation any Federal Reserve Bank, Automated Clearing House facility or any other financial institution, and no such person or entity shall be deemed Bank's agent. Bank is not responsible for any charges imposed by any third party. Bank shall also have a right of set-off against any funds of Customer in the Account or in any other account, or any sums due from Bank or an affiliate of Bank to Customer or any affiliate of Customer, for any sums due and owing to Bank or an affiliate of Bank from Customer or an affiliate of Customer at any time. Customer acknowledges and agrees that a breach or default by Customer in any other relationship between Bank or any affiliate of Bank and Customer may, at the sole discretion of Bank, be treated as a breach or default by Customer under the terms of this Agreement and that a breach or default by Customer or an affiliate of Customer under the terms of this Agreement may be treated by Bank, at the sole discretion of Bank, as a breach or default under the terms of any other agreement or agreements to which Bank and Customer are parties.

(b) IN NO EVENT SHALL BANK BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT LOSS OR DAMAGE WHICH CUSTOMER MAY INCUR OR SUFFER IN CONNECTION WITH THE SERVICES, THIS AGREEMENT OR ANY ADDENDUM, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM BANK'S



ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT OR ANY ADDENDUM, OR LOST PROFITS (WHETHER OR NOT BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE).

(c) Without limiting the generality of the foregoing provisions, Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment or Internet failure, war, emergency conditions, accidents, strikes or any other circumstances beyond Bank's control. In the event of any errors or delays by Bank, Bank will only be responsible to use its commercially reasonable efforts to correct any such errors or resume activities required to be made by Bank as soon as reasonably possible. Bank will not be liable or responsible for any error, delay or loss of information caused by any other person or entity not a party to this Agreement, including but not limited to (i) the failure of other financial institutions to provide accurate or timely information to Bank or Customer; or (ii) the failure of other financial institutions to accept payment orders or other instructions. Customer acknowledges and agrees that the timely performance of Services by Bank is dependent upon the proper functioning of computers and/or other electronic devices, and that, despite maintenance and upkeep, such devices and hardware are prone to occasional failures. In the event of delays by Bank caused as a result of such failure of equipment, Bank will only be responsible to use its commercially reasonable efforts in maintaining, servicing, and repairing, when necessary, such electronic hardware and devices.

(d) IN ALL CASES, BANK'S LIABILITY FOR ANY ACT OR FAILURE TO ACT UNDER THIS AGREEMENT SHALL BE LIMITED TO THE RESULTING DIRECT LOSS, IF ANY, OF CUSTOMER, AND BANK SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER OR ANY THIRD-PARTIES FOR INDIRECT OR CONSEQUENTIAL DAMAGES OR COSTS. SUBJECT TO FOREGOING LIMITATIONS, BANK'S MAXIMUM LIABILITY FOR LOSS OF INTEREST RESULTING FROM ITS ERROR OR DELAY SHALL BE CALCULATED BY USING A RATE EQUAL TO THE AVERAGE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE BANK OF NEW YORK FOR THE PERIOD INVOLVED. At Bank's option, payment of such interest may be made by crediting and/or debiting Customer's Account.

(e) Customer is responsible for monitoring all Services, including each transaction processed by Bank in connection with this Agreement, and shall notify Bank immediately of any discrepancy between its records and the information shown on any periodic statement or other form of confirmation from Bank. Customer hereby agrees that 60 calendar days from the date of receipt of such periodic statement is a reasonable time for Customer to notify Bank of errors or discrepancies unless laws, rules, or regulations provide for a shorter period. Except as otherwise provided by law, Customer shall be prohibited from bringing any claim against Bank for any alleged errors not reported within a reasonable time period.

6. **Notices and Communication.**

(a) Except as otherwise expressly provided herein, Bank shall not be required to act upon any



notice or instruction received from Customer or any other person, or to provide any notice or advice to Customer or any other person with respect to any matter.

(b) Bank shall be entitled to rely without further inquiry on any written or electronic notice or other written or electronic communication believed by it in good faith to be genuine and to have been provided by any Authorized Representative. Customer shall designate the names of and provide examples of signatures for Authorized Representatives, which may be set forth in Schedules attached to applicable Addenda. Customer may add or delete any Authorized Representative by written or electronic notice to Bank signed by at least two (2) Authorized Representatives other than those being added or deleted. Such notice shall be effective on the second (2nd) business day following the day of Bank's receipt thereof. Except as otherwise expressly agreed in writing by Bank, Bank reserves the right to require that Customer shall provide authorization by not less than two (2) Authorized Representatives for any and all log-ins and transactions.

(c) Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States certified mail, postage prepaid, or by express carrier, and, if to Bank, addressed to:

LCNB National Bank
2 N. Broadway
P. O. Box 59
Lebanon, Ohio 45036
Attn: Treasury Management



And, if to Customer, addressed to:

Warren County Sheriff's Office
822 Memorial Dr
Lebanon, Ohio 45036
Attn: Lisa Dickerson

unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when placed in the U.S. Mail addressed to the other party as set forth herein.

7. **Audit Rights.** In order to use the Services, Customer shall permit Bank to perform compliance and security audits of Customer's usage of, and systems connected to, Bank's electronic data systems or any other Services. Such audits shall be done by Bank, its agents and/or its regulators upon prior notice to Customer. Bank may perform such audits to ensure Customer is complying with this Agreement, the Addenda, and all relevant rules and regulations.
8. **Amendments.** From time to time Bank may amend any of the terms and conditions contained in any Addendum, except as otherwise expressly provided therein. Such amendments shall become effective upon notice to Customer or such later date as may be stated in Bank's notice to Customer. Bank may also amend the security procedures applicable to the Services from time to time, and Customer hereby agrees to comply with and be bound by such security procedures as may be in effect from time to time.
9. **Tapes and Records.** All magnetic tapes, receipts and records (including electronic records) used by Bank for transactions contemplated by this Agreement shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon Customer's request. Customer shall pay any expenses incurred by Bank in making such information available to Customer or any third party.
10. **Cooperation in Loss Recovery Efforts.** In the event of any damages for which Bank or Customer may be liable to each other or to a third party pursuant to the Services, Bank and Customer shall undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.
11. **Termination.** Customer may terminate this Agreement or any Addendum at any time. Such termination shall be effective on the third (3rd) business day following the day of Bank's receipt of written notice of such termination or such later date as is specified in that notice. Bank reserves the right, and Customer acknowledges and agrees that Bank has the right, to terminate this Agreement or any Addendum with or without cause immediately upon providing notice of such termination to Customer. Notwithstanding the foregoing, in the event of suspected fraud, illegal activity, or breach of this Agreement or an Addendum or breach or default by Customer under the terms of any rules



or regulations applicable to Customer or any other agreement between Bank and Customer, Bank may terminate this Agreement and/or an Addendum immediately without notice. Bank shall notify Customer of termination within seven (7) business days thereof, and any termination of this Agreement shall not affect any of Bank's rights and Customer's obligations with respect to matters initiated by Customer prior to such termination, or the payment obligations of Customer with respect to services performed by Bank prior to termination, or any other obligations that survive termination of this Agreement or the Addendum. Upon termination by either party, Bank shall have no obligation to process or otherwise act on any request which has not yet been transmitted to a third party. Bank shall make available to Customer any Customer funds due and owing Customer upon termination, net of any fees due and owing Bank with regard to any relationships between Customer and its affiliates, and Bank and its affiliates.

Further, Customer agrees to pay to Bank upon demand any and all fees due and owing Bank upon termination. The representations, warranties, and agreements of Customer, including but not limited to those contained in section 4 of this Agreement, shall survive termination of this Agreement and remain binding upon Customer and its successors and assigns.

12. **Entire Agreement.** This Agreement (including all Addenda, Schedules, and Exhibits attached hereto), together with the Account Agreement, is the complete and exclusive statement of the agreement between Bank and Customer with respect to the subject matter hereof and supersedes any prior agreement(s) between Bank and Customer with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. In the event of any inconsistency between the terms of this Agreement and an Addendum, the terms of the Addendum shall govern. In the event performance of the Services herein would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement or any Addendum, then this Agreement and/or any Addendum shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Customer as a result of such violation or amendment. No course of dealing between Bank and Customer will constitute a modification.
13. **Non-Assignment.** Customer may not transfer or assign this Agreement or any Addendum, or any of the rights or duties of Customer hereunder or thereunder, in whole or in part, to any third party without Bank's prior written consent.
14. **Waiver.** Bank may waive enforcement of any provision of this Agreement or any Addendum in whole or in part, at Bank's sole option. Any such waiver shall not affect Bank's rights with respect to any other transaction or modify the terms of this Agreement or the Addendum.
15. **Binding Agreement; Benefit.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against Bank hereunder. Nothing contained herein shall be construed as creating a joint venture, partnership, or other relationship between Bank and Customer except as otherwise expressly provided herein. Bank



and its affiliates shall have and maintain at all times a right of set-off as to funds in the Account for any obligations of Customer and its affiliates to Bank and its affiliates.

16. **Headings.** Headings are used for reference purposes only and shall not be deemed a part of this Agreement.
17. **Severability.** In the event that any provision of this Agreement or an Addendum shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement or the Addendum shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
18. **Governing Law.** This Agreement and the Addenda, and the rights and obligations of the parties thereunder, shall be construed in accordance with and governed by the laws of the State of Ohio and the United States without regard to conflict of laws provisions. Notwithstanding the mandatory arbitration requirement pursuant to Section 20 below, if a controversy between the parties should find its way to be litigated, the parties agree that jurisdiction and venue shall lie, preferentially, with the Court of Common Pleas, Warren County, Ohio, and that any action commenced elsewhere shall be transferable to the Court of Common Pleas, Warren County, Ohio, unless specifically waived in writing by both parties.
19. **Arbitration.** The parties agree that any dispute arising out of this Agreement, for the conduct of the parties under such Agreement shall be settled by arbitration, in accordance with the provisions for the settling of disputes by arbitration as contained in the Ohio Revised Code at the time of the controversy. Each party shall select a person to be an arbitrator, who shall not be an employee, agent, attorney, or servant of that party. The two arbitrators shall select a third. The third arbitrator shall act as the chair, and shall schedule the proceedings. Each party is responsible to pay for the time and expenses of its chosen arbitrator and the parties agree to divide equally the charges of the chair. Proceedings and hearings shall be generally in accordance with the Ohio Rules of Civil Procedure, except that there shall be no jury trial, and strict rules of evidence shall not be required in order that the arbitrators may consider all evidence and give it such weight as they deem appropriate. The arbitrators, after evidence is closed, shall render an award by a majority vote, in writing, within 30 days, which award shall be enforceable in any court of appropriate jurisdiction.



IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

LCNB National Bank

Customer Name: Warren County Sheriff's Office

Signature: Ann M. Smith

Signature: Larry L Sims

Date: 5-22-19

Date: 5-22-19

Name: Ann M. Smith
(print/type)

Name: Larry L Sims
(print/type)

Title: Senior V.P.

Title: Sheriff



SCHEDULE MASTER – A (Systems Administrator)

Systems Administrator ("Administrator"), with the authority to assign system Users and to establish and change transaction limits and other limitations or conditions for each User name or User-specific code assigned to Customer using the System ("System"). Bank may follow the directives of any Systems Administrator named below.

Systems Administrator (Primary Contact)	Systems Administrator (Optional Alternative Contact)
Name: <i>Larry L Sims</i>	Name: <i>Lisa Dickerson</i>
Title: <i>Sheriff</i>	Title: <i>Fiscal Manager</i>
Telephone No.: <i>513-695-1280</i>	Telephone No.: <i>513-695-2327</i>
Fax. No.: <i>513-695-1798</i>	Fax. No.: <i>513-695-1798</i>
E-Mail Address: <i>Larry.Sims@wesoooh.org</i>	E-Mail Address: <i>Lisa.Dickerson@wesoooh.org</i>
Signature: <i>[Handwritten Signature]</i>	Signature: <i>[Handwritten Signature]</i>



SCHEDULE MASTER –B (Security)

As part of providing the Services, Bank may perform the following security measures designed to prevent and detect fraud and mistakes. Customer agrees to abide by such security measures and any additional security measures set forth in the Addenda or otherwise communicated by Bank.

1. IP Restrict. Bank and Customer may establish a series of trusted IP addresses that are used by Customer to access the Services. Customer’s specific trusted IP addresses shall be set forth on Schedule Master-B(1). If Customer attempts to log in with an IP address that does not match one of the trusted IP addresses, such log in attempt shall be denied and a message shall appear on the Services stating that the IP address is not trusted.
2. Secure Tokens. Bank may provide secure token credentials (“Tokens”) to Customer for initial login security. Tokens provide a one-time-use password entry into the Services. Customer and Authorized Representatives would be issued a Token by Bank, which is only required to be entered at initial Services login following the standard entry of login ID and password. Token codes are dynamic and change frequently; accordingly, the user must be in physical possession of the Token in order to access the Services and Customer’s Accounts. Bank may impose a fee for the use of Tokens. In order to use Tokens, Customer agrees to be bound by the additional terms set forth in Schedule Master-B(2).
3. New Authorized Representatives Hold. Bank may suspend Services or Account access by any new or changed Authorized Representative until Bank is able to verify the identity of the new or changed Authorized Representative. In such instances, new or changed Authorized Representatives would be placed into “hold status” and therefore unable to log in to the Services. Only Bank and not the Administrator would be able to remove the hold. The Administrator would receive an email alert regarding the hold.
4. Time Restrict. Bank may establish a time restrict protocol, which would set forth the days of the week and/or time limitations for Authorized Representatives to use the Services. If a user attempts to log in during the day or time that is not within the time restrict protocol, such user would be presented with a message indicating the inability to login due to the time restrict protocol. The currently anticipated time restrictions are Monday through Friday, 2:30 pm to 3:30 pm local Bank time, unless exceptions are made by Bank in writing.
5. Standalone Computer Recommendation. Due to the increased amount of viruses, electronic threats and security attacks on computers, Bank strongly recommends and encourages Customer to use a dedicated, standalone computer station to access and use the Services. Using a standalone computer that is not used for other purposes, such as accessing email or unapproved websites on the Internet, will minimize viruses and other security risks that may have a negative impact on the Services and Customer’s Accounts.

Customer Authorized Representative Signature: _____



SCHEDULE MASTER -B(1) (Trusted IP Addresses)

User Name	User ID	Trusted IP Address
Warren Co Sheriff		207.67.36.210

Authorized Signature: <i>Sherry A. Lewis</i>	Title: <i>Sheriff</i>	Date: <i>5-22-19</i>
--------------------------------------------------------	---------------------------------	--------------------------------

If more spaces for additional users or IP addresses are needed, please copy this Schedule Master-B(1) and use as an additional page. Changes to this Schedule Master-B(1) require the entire Schedule to be changed and re-executed by an authorized representative.



SCHEDULE MASTER –B(2) (Tokens)

In order to use Tokens, which are provided by Bank, Customer agrees to abide by the following terms and conditions specific to the use of Tokens:

Functions and Limitations of Tokens

Customer acknowledges the following:

- **Review VIP Policy.** Customer has reviewed and understands the applicable VIP Network Policy and Practices (available upon request).
- **Limited Functionality of Tokens.** Customer understands that a Token (or any other security credential) is intended to help authenticate a permitted user to Bank, including its third-party providers and other VIP Network participants (for example, participating online merchants and payment providers) and increase the level of security of Customer's web transactions with these entities. Customer will use the Tokens to verify - with a higher degree of certainty, albeit not complete security - that Customer is indeed an authorized user. However, Tokens are not fail proof nor can they be used as a substitute for official proof of any user's identity.
- **Security Risks.** Customer understands that as there are inherent security risks on the internet, Customer must carefully consider the degree to which Customer chooses to rely on Tokens.
- **Contract Parties.** Customer understands that this Agreement is between Customer and Bank only. Bank's third-party providers operate the infrastructure to support the use of Tokens across the VIP Network. Bank has separately contracted with such third-party providers in order to provide the Tokens to be delivered to Customer.
- **Data Privacy.** Bank, including its third-party providers, and VIP Network participants will process, share and transmit Customer's personal data through the internet, worldwide, to authenticate Customer in the context of transactions conducting using Tokens and for purposes of administering the VIP Network.

Terms and Conditions of Use of Token

Customer agrees to the following and shall be held liable if Customer acts in contradiction of these rules:

- **Comply with the Agreement, this Schedule, the VIP Policy and all laws.** Customer must use Tokens and any related service only in accordance with the Agreement, this Schedule, the applicable VIP Network Policy and Practices (available upon request) and all applicable laws and regulations.



-
- **Accurate Information.** Customer agrees to provide accurate information and to provide all information reasonably requested by Bank, including its third-party providers.
 - **Customer Security Obligations.** Customer shall maintain secure possession of the Tokens security credential information stored thereon, and Customer shall promptly notify Bank if any Token or security credential information is lost for any reason (for example, if Customer loses the Token which stores the security credential information). Customer may not let someone else use Customer's Token or any security credential information stored thereon.
 - **Termination.** Bank, including its third-party providers, may revoke Customer's Tokens or any security credential information, each at its own discretion, if Customer breaches the Agreement, this Schedule, the applicable VIP Network Policy and Practices or if otherwise compromises the security or integrity of the VIP Network.

Disclaimers

IN LIGHT OF THE LIMITED FUNCTIONALITY OF THE TOKENS AND VIP NETWORK AS DEFINED IN THIS SCHEDULE, BANK, INCLUDING ITS THIRD-PARTY PROVIDERS, DISCLAIM ALL WARRANTIES AND REPRESENTATIONS (TOKENS AND SECURITY CREDENTIAL INFORMATION ARE ISSUED "AS IS") AND LIMIT THEIR LIABILITY FOR ANY LOSSES OR DAMAGES (WHETHER BASED ON CONTRACT, TORT, STATUTE OR ANY OTHER LEGAL THEORY) RELATED TO CUSTOMER'S USE OF THE TOKENS TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY MALFUNCTION, DEFICIENCY OR OTHER DISSATISFACTION RELATED TO TOKENS OR SECURITY CREDENTIAL INFORMATION IS A CLAIM AGAINST BANK TO ISSUE REPLACEMENT TOKENS OR SECURITY CREDENTIAL INFORMATION.

APPROVED AS TO FORM

Adam M. Nice
Asst. Prosecuting Attorney

Customer Authorized Representative Signature: _____



**POSITIVE PAY ADDENDUM
TO
MASTER CASH MANAGEMENT AGREEMENT**

This Positive Pay Addendum ("Addendum") shall be deemed a part of the Master Cash Management Agreement (the "Agreement") dated as of June 18, 2019, by and between LCNB National Bank ("Bank") and Warren County Sheriffs ("Customer").

RECITALS

A. Customer wishes to use Bank's positive pay services pursuant to the terms of the Agreement and this Addendum. Bank is willing to provide such services subject to the terms and conditions of the Agreement and this Addendum.

B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Agreement or as set forth in Ohio Revised Code ("ORC") ORC § 1303.01, et seq., Negotiable Instruments, and ORC § 1304.01 et seq., Bank Deposits and Collections and applicable successor statutes.

AGREEMENT

1. **Definitions.**

(a) "Authorized Account" shall mean the Account(s) of the Customer listed on **Schedule PP-A** to which the positive pay services rendered by the Bank apply.

(b) "Available Funds" shall mean collected funds on deposit in the Authorized Account and available for withdrawal pursuant to Federal Reserve Regulation CC and the Bank's applicable funds availability schedule and policies.

(c) "Check Issue File" shall mean a record describing checks drawn by the Customer on an Authorized Account which is provided by the Customer to the Bank under Section 2.1.

(d) "Exception Check" shall mean a Presented Check that does not match a check included in the Check Issue File.

(e) "Exception Check Report" shall mean a record describing Exception Checks which is provided by the Bank to the Customer under Section 3 of **Schedule PP-A** attached hereto.



(f) "Pay Request" shall mean the instructions of the Customer to the Bank ordering the Bank to pay an Exception Check under Section 4 of **Schedule PP-A** attached hereto.

(g) "Presented Check" shall mean a check drawn on an Authorized Account and presented to the Bank for payment through the check collection system.

(h) "Return Request" shall mean the instructions of the Customer to the Bank ordering the Bank not to pay an Exception Check under Section 4 of **Schedule PP-A** attached hereto.

(i) "**Schedule PP-A**" shall mean the Schedule attached hereto and incorporated herein that sets forth specific details regarding the positive pay services.

2. **Check Issue File.**

(a) The Customer shall provide true, complete, and accurate Check Issue Files to the Bank on an ongoing basis during the term of this Addendum.

(b) The Check Issue File shall accurately state (i) the check number, (ii) the exact amount of each check drawn on each Authorized Account since the last Check Issue File was submitted to the Bank, and (iii) the date the check was issued.

(c) The Customer shall provide the Check Issue File to the Bank in the format required by the Bank and by the deadline(s) specified by the Bank on **Schedule PP-A**. Said Check Issue File shall be submitted to Bank not less than 24 hours prior to distribution of checks to payees.

(d) The parties intend that the Check Issue File provided to the Bank constitutes the signature and full and irrevocable authorization and direction of the Customer for purposes of determining whether a check is properly payable. By transmitting the Check Issue File, the Customer expressly represents and warrants that all checks that match the information in the Check Issue File are properly payable and provides such other representations and warranties concerning the checks as are normal and customary under applicable law and regulation.

3. **Payment of Presented Checks and Reporting of Exception Checks.** The Bank shall compare each Presented Check by check number and amount against each Check Issue File received by the Bank. On each banking day, the Bank:

(a) May pay and charge to the Authorized Account each Presented Check that matches by check number and amount a check shown in any Check Issue File;



(b) Shall provide to the Customer via LCNB Online Cash Management Module, an Exception Check Report that indicates whether the Bank has received any Exception Checks and, if so, specifies the check number and amount of any such Exception Check; and

(c) Shall send the Exception Check Report in the format provided by the Bank and by the deadline(s) specified by the Bank on **Schedule PP-A** and agreed to by the Bank.

4. **Payment and Dishonor of Exception Checks.** The Bank will pay or return Exception Checks in accordance with the default option selected by the Customer on **Schedule PP-A** for each Authorized Account.

5. **Return Default.** Where the Customer has selected the return default option to apply to an Authorized Account, the Bank shall return to the presenting bank any Exception Check drawn on the Authorized Account, unless the Customer instructs the Bank to pay such check in a timely Pay Request. Nothing herein shall require Bank to otherwise not comply with applicable law regarding obligations to pay or return items as presented.

(a) The Pay Request shall identify each Exception Check that the Customer desires to be paid by the check number and amount specified in the Exception Check Report and shall instruct the Bank to pay such Exception Check.

(b) The Pay Request shall be sent to the Bank in the format provided by the Bank and by the deadline(s) specified by the Bank in **Schedule PP-A**. The Bank shall finally pay and charge to the Authorized Account any Exception Check that the Customer directs the Bank to pay as provided above.

6. **Pay Default.** Where the Customer has selected the pay default option to apply to an Authorized Account, the Bank may pay and charge to the Authorized Account any Exception Check provided that the Customer has not objected to such payment in a timely Return Request.

(a) A Return Request shall identify each Exception Check that the Customer desires not to pay by the complete check number and amount specified in the Exception Check Report and shall instruct the Bank to return the Exception Check.

(b) The Return Request shall be sent to the Bank in the format provided by the Bank and by the deadline(s) specified by the Bank in **Schedule PP-A**. The Bank shall return to the depositary bank any Exception Check that the Customer instructs the Bank to return as provided above.



(c) Nothing contained in the Agreement or this Addendum shall be deemed to require Bank to pay any item presented where there are insufficient collected funds in the Account to pay the item in full.

7. **Customer and Bank Communications.**

(a) The Customer or the Bank, at its discretion, may each submit to the other party a revision of any communication provided for under this Addendum. The revised communication must (i) be sent in its entirety and not in the form of a partial amendment to the communication originally sent, (ii) identify the original communication, and (iii) be sent in the format and by the deadline(s) established by the Bank in **Schedule PP-A**. A properly submitted revised communication serves to revoke the original communication. Customer shall provide a primary point of contact for Bank regarding positive pay services, as set forth in **Schedule PP-B**.

(b) The Bank shall use only Check Issue Files that comply with Section 2 and have not been revoked in accordance with Section 7(a) in the preparation of Exception Check Reports under this Addendum.

(c) The Customer shall use only Exception Check Reports that comply with Section 3 and have not been revoked in accordance with Section 7(a) in the preparation of Pay Requests and Return Requests. The Bank shall not be obligated to comply with any Pay Request or Return Request received in a format or medium, after a deadline, or at a place not permitted under this Addendum but may instead treat such Pay Request or Return Request as though it had not been received.

(d) Any communication purporting to have been sent by the Customer will be deemed to have been sent by and authorized by the Customer, and the Bank is authorized by the Customer to act in reliance thereon, even though the communication may not have actually been authorized by Customer.

(e) The Bank is not responsible for detecting any error or fraud contained in any Check Issue File, Pay Request or Return Request which Bank reasonably believes has been provided by Customer.

8. **Remedies.**

(a) *Statutory Liability.* To the extent applicable, the liability provisions of ORC §§ 1303.01, et seq., 1304.01, et seq. and ORC 1109.10, and their successor statutes, and other applicable law and regulation, shall govern this Addendum and the relationship of the parties hereto, except as expressly modified below.



(b) *Wrongful Honor.* It shall constitute wrongful honor by the Bank if the Bank pays an Exception Check listed in a timely Exception Check Report unless the Customer issued a Pay Request or the Customer selected the pay default option and did not issue a timely Return Request as provided herein. In the event that there was a wrongful honor:

(i) The Bank shall be liable to the Customer solely for the lesser of the amount of the wrongfully paid Exception Check or the Customer's actual damages resulting from the Bank's payment of the Exception Check.

(ii) Notwithstanding Section 8(b)(i) above, Customer's failure to exercise reasonable care as described in ORC § 1303.49 and any breach of this Addendum or the Agreement by Customer shall excuse bank from liability with regard to wrongful honor of an Exception Check by the Bank.

(iii) The Bank retains the right to assert the defense that the Customer has sustained no actual damages because the Bank's honor of the Exception Check discharged, for value, an indebtedness of the Customer.

(c) *Wrongful Dishonor.* Except as provided below, it shall constitute wrongful dishonor by the Bank if the Bank dishonors an Exception Check that the Bank has been properly ordered to pay pursuant to a timely Pay Request or for which the Customer has not issued a Return Request under the pay default option. In the event of a wrongful dishonor:

(i) The Bank's liability for wrongful dishonor of an Exception Check shall be limited to the direct damages for wrongful dishonor recoverable under ORC §§ 1303.01, et seq., and ORC§ 1304.01, et seq. or successor statutes, and shall have no liability to Customer or any third-parties in excess thereof.

(ii) Notwithstanding Section 8(b)(i) above, the Bank shall have no liability to the Customer for wrongful dishonor when the Bank, acting in good faith, returns an Exception Check: (a) that the Bank reasonably believed was not properly payable; (b) if Customer is in default or breach of any obligation under the Agreement or this Addendum; (c) if there are insufficient Available Funds on deposit in the Authorized Account; or (d) if required to do so by the service of legal process on the Bank or the instructions of regulatory or governmental authorities or courts.



(d) *Rightful Payment and Dishonor.* Except as provided in Section 8(e):

(i) If the Bank honors an Exception Check in accordance with the pay default option selected by the Customer or in accordance with a Pay Request issued by the Customer, such honor shall be rightful, and the Customer waives any right it may have to assert that the Exception Check was not properly payable under ORC § 1304.30 or successor statutes, applicable regulations, or the terms of this Addendum.

(ii) If the Bank dishonors an Exception Check in accordance with the return default option selected by the Customer or in accordance with a Return Request issued by the Customer, the dishonor shall be rightful, and the Customer waives any right it may have to assert that the dishonor was wrongful under ORC § 1304.31 or successor statutes, applicable regulations, or the terms of this Addendum.

(iii) The Customer agrees that the Bank exercises ordinary care whenever it pays or returns an Exception Check consistent with the provisions of the Addendum.

(e) *Assignment.* To the extent that the Customer suffers a loss under this Addendum for which Bank reimburses Customer, Customer hereby assigns to Bank any and all right, title and interest which Customer may have as to a Payee, as well as any Presenting Bank and Depository Bank.

(f) Nothing contained herein shall be deemed to require Bank to pay any amount on any item in excess of the face amount set forth on such item. Except as otherwise expressly provided, nothing herein shall be deemed to alter the relationships, duties and obligations between Bank, Customer, and other parties otherwise provided in applicable law and regulation.

9. **Fees.** As consideration for the provision of the positive pay services by the Bank hereunder, the Bank and the Customer agree that Customer shall pay to Bank the fees set forth on **Schedule PP-A** and as same may be amended from time to time. The Bank is hereby authorized, on a monthly basis, to debit the Authorized Account for payment of fees due.



10. **Termination and Amendment.** The Bank may, in its sole discretion, terminate, amend or modify this Addendum, including, without limitation, **Schedule PP-A**, on thirty (30) days prior written notice by the Bank to the Customer. Anything to the contrary herein notwithstanding, Bank may, at its sole option, terminate its duties and obligations under the terms of the Agreement and this Addendum immediately and without notice to Customer in the event of a failure of Customer to comply with its duties and obligations hereunder.

IN WITNESS WHEREOF the parties hereto have caused this Addendum to be executed by their duly authorized officers.

LCNB National Bank

Customer Name: Warren County Sheriff's Office

Signature: Ann M Smith

Signature: Larry L Sims

Date: 5-22-19

Date: 5-22-19

Name: Ann M Smith
(print/type)

Name: Larry L Sims
(print/type)

Title: Senior U.P.

Title: Sheriff



SCHEDULE PP-A

POSITIVE PAY ADDENDUM

- 1. *Authorized Accounts; Default Option.* The Customer designates the following accounts as Authorized Accounts.

<u>Account Number</u>	<u>Account Title</u>	<u>Default Option (Circle One)</u>	
<u>100269299</u>	<u>Warren Co Sheriff's Inmate Fund</u>	Pay	<u>Return</u>
_____	_____	Pay	Return
_____	_____	Pay	Return

- 2. *Check Issue File.*

- 2.1 Each Check Issue File received by the Bank from the Customer must be received by the Bank by 4:00 p.m. Lebanon, Ohio time by uploading and submitting the Check Issue File via the LCNB Online Banking Cash Management Module.
- 2.2 Each Check Issue File must be received by the Bank via LCNB Online Banking Cash Management Module.
- 2.3 Each Check Issue File shall be submitted to Bank not less than 24 hours prior to distribution of checks to payees.

- 3. *Exception Check File.* Each Exception Check File, if any, will be forwarded to the Customer by 10:00 a.m. Lebanon, Ohio time, on the first (1st) banking day following the banking day an Exception Check was presented to the Bank for payment, via LCNB Online Banking Cash Management Module.

- 4. *Pay Requests & Return Requests.* Each Pay Request or Return Request must be received by the Bank by 12:00 noon, Lebanon, Ohio time, of the same banking day the Customer received the Exception Check File.

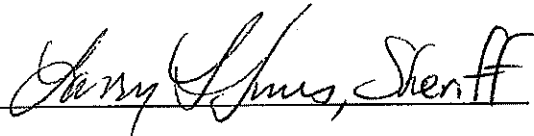
- 5. *Fees.*

Monthly Maintenance Fee – As a Single Module	\$25.00 Waived For Warren County Sheriff
Monthly Maintenance Fee - As an Additional Module	\$15.00 Waived For Warren County Sheriff
Per Check Processed	\$-0.00 Waived For Warren County Sheriff
Positive Pay Violation** Fee	\$-2.00 Waived For Warren County Sheriff

** Violation is a requested correction on an exception item that was not worked and could have been corrected at the time it was an exception item.

- 6. *Amendment.* It is understood and agreed by the Customer that this Schedule PP-A may be amended, in whole or in part, in Bank's sole discretion, upon thirty (30) days written notice to the Customer.

- 7. *Capitalized Terms.* Capitalized terms used in this Schedule PP-A shall have the meaning ascribed thereto in the Positive Pay Addendum.

Customer Authorized Representative Signature: 



Schedule PP-B

Contact Information

The contact information below is for the direct contact concerning questions, concerns or issues relating to positive pay.

Customer Name: Warren County Sheriff's Office	Phone: 513-695-1280
Primary Contact Name Larry L. Sims	Primary Contact's Email: Larry.Sims@wesooh.org
Secondary Contact Name: Lisa Dickerson	Secondary Contact's Email: Lisa.Dickerson@wesooh.org
Address 822 Memorial Dr	Alt Phone: 513-695-2327
City, State, Zip Lebanon, Ohio 45036	Fax: 513-695-1798
Signature: 	Date: 5-22-19

APPROVED AS TO FORM

Adam M. Nice
Asst. Prosecuting Attorney



LCNB Cash Management Services Application

Business Information	
Bank Name ("Bank"): LCNB National Bank	
Company Name ("Customer"): <i>Warren County Sheriff's Office</i>	
Address: <i>822 Memorial Dr</i>	City, State, Zip: <i>Lebanon, Ohio 45036</i>
Tax ID #:	
Primary Contact: <i>Larry L Sims</i>	Phone: <i>513-695-1280</i>
Title: <i>Sheriff</i>	Fax: <i>513-695-1798</i>
Primary Contact's Email Address: <i>Larry.Sims@wcooh.org</i>	
Secondary Contact: <i>Lisa Dickerson</i>	Phone: <i>513-695-2327</i>
Title: <i>Fiscal Manager</i>	Fax: <i>513-695-1798</i>
Secondary Contact's Email Address: <i>Lisa.Dickerson@wcooh.org</i>	
Type of Business: <i>County - Law Enforcement</i>	Yrs in Operation: <i>1803</i>

Subject to the terms and conditions of LCNB's ("Bank") On-Line Cash Management Master Agreement and Addenda, individually and collectively, the Agreement, the terms of this Application (and any Addenda), and approval of this application by Bank, Customer hereby applies for and authorizes Bank to establish the selected LCNB On-Line Cash Management Services ("Services") and act upon the instructions of each Authorized Person, as further provided below. Capitalized terms in this Application have the same meaning as in the Agreement. Where a conflict exists, the terms of the Agreement shall control.

New – This Application is for a first time request for Services.

Renewal – This Application renews and replaces Customer's prior Application.

LCNB On-Line ID – Bank will assign Customer an LCNB On-Line ID.

Temporary LCNB On-Line Password – Customer will use the last four digits of the Customer's Tax ID Number used for reporting purposes

Cash Management ID – Bank will assign Customer a Cash Management ID for the authorized Administrator.

Temporary Cash Management Password – Bank will assign a Temporary Cash Management Password for the authorized Administrator.

Designation of Authorized Persons

Authorized Persons with Full Authority – Any one of the following persons is authorized to submit this Application and execute and deliver the Agreement and any addenda, amendments, updates or changes on behalf of Customer; select or change Security Procedures; initiate written Business Electronic Banking requests; approve the issuance or re-issuance of passwords, user specific codes, or call back codes and designate additional Authorized Persons and Systems Administrators on behalf of Customer.

Name:	Name:
Title:	Title:
Telephone No.:	Telephone No.:
Fax No.:	Fax No.:
E-Mail Address:	E-Mail Address:
Signature:	Signature:

Services Requested

Customer requests Bank to implement the following Services subject to, and in accordance with, the terms and conditions of the Agreement, this Application and all Addenda executed by Customer from time to time. (Check all boxes that apply.)

Information Services/Stop Payments And Intra-Bank Transfers – Customer may use the System to view and print statements, create reports, access other account information, initiate stop payment requests and instruct and authorize Bank to transfer funds from each of the Authorized Accounts and to any other account held by Customer at Bank, using the LCNB On-Line Cash Management Security Procedures, as further described in the Agreement. These transfers shall not be subject to a Maximum Authorized Amount. All Accounts shall be authorized for these LCNB On-Line Cash Management activities unless limited to the accounts indicated below.

Bill Payment – Customer authorizes Bank to execute electronic and paper bill payments initiated using the System from each of the Authorized Accounts as indicated on the Application and using the corresponding LCNB On-Line Cash Management Security Procedures, as further described in the Agreement. Bill payment transactions shall not be subject to a Maximum Authorized Amount, but are limited to checking accounts only.

ACH SERVICES - Customer authorizes Bank to execute ACH Services to and from the Authorized Accounts indicated on the Application and which are transmitted directly to Bank by Customer through the System, using the LCNB On-Line Cash Management Security Procedures, as further described in the Agreement.

Cut-Off Time – The deadline for ACH Business Electronic Banking requests and Cancellation requests shall be 2:00 p.m. Lebanon, Ohio Time

Exposure Limits – Bank shall not be obligated to accept or execute ACH requests that exceed the exposure limits set by Bank as defined in the Agreement.

ACH Origination

Purpose of ACH?	Type of ACH: <input type="checkbox"/> Credit and/or <input type="checkbox"/> Debit			
Estimated maximum number of potential ACH entries per file?				
Estimated largest individual credit dollar amount? \$.				
Estimated largest individual debit dollar amount? \$				
Requested Exposure Limits:	Per Item: \$	Per Day: \$	Per Week: \$	Per Month: \$
Frequency? <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Bi-Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually <input type="checkbox"/> Other:				

POSITIVE PAY SERVICES - Customer authorizes Bank to execute Positive Pay Business Electronic Banking service on the Authorized Accounts indicated on the Application with Issued Checks File information transmitted directly to Bank by Customer through the System, subject to the verification in the manner provided below and as further described in the Agreement.

Cut-Off Time – The deadline for Positive Pay Issued Check File transmittals is 4:00 p.m. Lebanon, Ohio Time, but no later than the time the check(s) are delivered to the payee(s). No later than 11:00 a.m. Lebanon, Ohio Time on the same Business Day that Customer receives notification of an unmatched check (exception item), Customer must notify the Bank, by System, of Customer's decision whether to pay or return the unmatched check (exception item). If the Bank is not notified by the cut-off time, the Bank will

return the check(s)

pay the check(s).

Application Signature: Please read before agreeing to Terms

Customer understands and agrees that enrollment is subject to acceptance of this Application by Bank; that this Application is duly executed and delivered by a properly-authorized representative of Customer and accompanied by such financial statements and related documents by Customer as Bank may require; and that by execution of this application Customer represents and warrants that the information contained herein and provided prospectively to Bank is true, complete and correct and that Customer shall comply with each and every of the terms and conditions contained herein and in any and all documents and agreements pertaining to the services provided by LCNB. Customer further understands that current financial statements may be requested annually or as Bank may require during the term of the agreements.

I agree to the terms described above.

Customer Approval:

Customer: Warren County Sheriff's Office

By: Larry L Sims

Title: Sheriff

Signature: [Handwritten Signature]

Date: 5-22-19

APPROVED AS TO FORM

[Handwritten Signature]

Adam M. Nice
Asst. Prosecuting Attorney

FOR LCNB USE ONLY	
Referred By:	
Branch:	Date:
Notes:	

Exposure Limits Worksheet (Bank Use Only)

Company Name:		
Principals/Officers:		
Branch Number:	# of Years with LCNB:	
Current LCNB Outstanding Debt: \$		
Purpose of ACH and/or Wire:		
Brief Company Description & Financial Highlights:		
Per Entry Exposure Limit (Rounded up to the nearest \$100): \$	Daily Exposure Limit (Rounded up to the nearest \$100): \$	Monthly Exposure Limit (Rounded up to the nearest \$100): \$
LCNB Recommendation: <input type="checkbox"/> Approve Customer <input type="checkbox"/> Deny Customer		Date:
Approving Officer:		Date:
Approving Officer Title:		

Resolution

Number 19-0698

Adopted Date June 04, 2019

APPROVE THE MEMORANDUM OF UNDERSTANDING FOR SCHOOL RESOURCE DEPUTY BETWEEN THE KINGS LOCAL SCHOOL DISTRICT AND THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE.

BE IT RESOLVED, to approve the Memorandum of Understanding for School Resource Deputy between the Kings Local School District and the Warren County Board of Commissioners, on behalf of the Warren County Sheriff's Office 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 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Kings Local School
Sheriff (file)

**MEMORANDUM OF UNDERSTANDING FOR SCHOOL RESOURCE DEPUTY
BETWEEN THE KINGS LOCAL SCHOOL DISTRICT, THE WARREN COUNTY
COMMISSIONERS AND THE WARREN COUNTY SHERIFF'S OFFICE**

PURPOSE

A prosperous future for citizens of the Kings Local School District depends, in large measure, upon the district's ability to properly educate its children. Effective schooling requires a safe and orderly environment in which learning can occur. Consequently, the Warren County Sheriff's Office ("WCSO"), in collaboration with the Kings Local School District ("KLSD"), conducts the School Resource Officer (SRO) Program in order to provide school administrators and staff with law enforcement resources and expertise they need to maintain safety, order and discipline in the school environment. The SRO Program is intended to ensure that no student's right to receive an education is abridged by violence or disruption.

The Warren County Sheriff's Office has implemented the School Resource Officer Program in cooperation with Kings Local School District. The program involves the assignment of a Deputy Sheriff to Kings Local School District on a full-time basis. The SRO's primary duty assignment is Kings Secondary Campus although there may be occasions that warrant the SRO to be in any of the buildings of the Kings Local School District.

With daily interaction between the school's administration and the SRO, it is important to establish, maintain and update specific guidelines and procedures to be followed by the SRO and individual school administrators. This Memorandum of Understanding ("MOU") clarifies the roles of the SRO and School Administrators, their scope of their authority, and the responsibilities of Kings Local School District and Warren County Sheriff's Office in this collaboration. The success of the program relies on effective communication between the SRO, the principal and other key staff members of each organization.

DUTIES AND RESPONSIBILITIES

School Resource Officer (SRO)

- A. The SRO is a sworn Warren County Deputy Sheriff assigned to provide the law enforcement expertise and resources to assist school staff in maintaining safety, order and support on the Campus' of Kings Local School. The SRO will be considered an active member of the administrative team.
- B. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he/she assumes primary responsibility for handling all calls for service and coordinating the

response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the SRO. In an emergency situation, in the absence of the SRO, the school shall call 911. The SRO upon his/her return to duty may hold information that is not of an emergency nature for action.

- C. The SRO's duty schedule will be arranged to provide coverage throughout the school day including peak arrival and departure times before and after school. Whenever possible, the SRO will be visible patrolling the exterior and interior grounds, particularly during the opening or closing of school and during the lunch periods. The WCSO shall assign a substitute SRO to perform all SRO duties whenever the primary SRO is unavailable due to illness, vacation or emergency.
- D. The SRO shall wear the regulation deputy uniform and operate a marked sheriff's cruiser while on duty unless otherwise authorized. The supervisor may approve a soft uniform provided the SRO maintains a state of readiness by having all necessary equipment readily available. The SRO provides a visible deterrent to crime and a positive representation of the Warren County Sheriff's Office to students and staff.
- E. The SRO shall also assist with training for the school administration in law enforcement and related matters. Information about crime trends and changes in law relevant to schools shall be disseminated to the school administrative staff to assist them in effectively establishing and maintaining safe school environments.
- F. The SRO may also become involved with the school's curriculum and provide instruction that will enhance the students' understanding of the law enforcement mission and the responsibilities of citizenship. However, responding to incidents or conducting investigations will always take precedence over instructing in the classroom. Lesson plans for all formal, organized presentations shall be forwarded to the supervisor for review and approval prior to presentation.
- G. When it is in the best interest of the Warren County Sheriff's Office and the school, the SRO may make formal presentations to, or participate in, school-based community organization meetings. The supervisor must approve participation in other activities such as panel discussion, mentoring programs and community coalitions or task forces in advance. The SRO shall keep the supervisor informed of the status of such additional activities.
- H. A critical element of the SRO program is an open relationship and strong communication between the school principal and the SRO. Each SRO shall meet weekly, or more frequently if necessary, with the assigned school principal for the purpose of exchanging information about current

crime trends, problem areas, or other areas of concern which have potential for disruption in the school or within the community.

- I. The SRO is expected to be familiar with school rules and how they are applied by the school. Routinely, rule infractions will not be handled as violations of law, but instead will be referred to the principal for action. Any questions related to the enforcement of rules versus laws within the school should be discussed with the principal. This specifically applies to general standards of conduct. If not otherwise prohibited by law or WCSO policy, the principal may direct the SRO to investigate school rule violations and appear as a witness at resulting proceedings before the school board or any other appropriate forum. The following procedures will be adhered to where arrests of students, staff or trespassers become necessary:
 - 1) Arrests of students or staff during school hours or on school grounds shall be reported to the principal as soon as practical.
 - 2) Persons who have been deemed as non-students without legitimate reason to be on school grounds or those, including students, whose presence on school grounds has been restricted or forbidden may be arrested for trespassing.
 - 3) The decision to arrest shall be at the sole discretion of the SRO, but will be discussed with the principal whenever practical, with the exception of an active arrest warrant.
 - 4) The SRO shall make every effort to affect each arrest in a manner as to provide minimal disruption to school operations.
 - 5) The SRO shall make notification to a juvenile offender's parents/guardian in accordance with the Warren County Sheriff's Office Standard Operating Procedures.

- J. It is agreed that SRO's shall not transport students in their vehicles except:
 - 1) when the student is a victim of a crime, under arrest, or some other exigent circumstance(s) exist; or
 - 2) when students are suspended and sent home from school pursuant to school disciplinary action and the student's parent/guardian has refused or is unable to pick up the student within a reasonable time period and it has been determined that the student's parent/guardian is at the destination to which the student is being transported.

- K. While the primary role of the SRO will be that of a law enforcement officer he/she shall also fulfill the additional roles of counselor, teacher and community liaison

Principal

- A. It is the responsibility of the principal(s) to facilitate effective communications between the SRO and the school staff. The principal shall meet on a weekly basis with the assigned SRO to share information and discuss any relevant issues. This meeting shall not be delegated to other administrative staff with the exception of the assistant principal.
- B. The school shall provide a work area for the SRO that is equipped with a telephone and computer. The principal shall also ensure that the SRO has unrestricted access to a photocopier and fax machine. The SRO shall also have access to the Internet but will follow the guidelines set forth in the school district's acceptable use policy.
- C. The principal shall meet quarterly with the SRO supervisor, and at other times at the request of either party when needed to ensure adequate communication between the school and Warren County Sheriff's Office. Upon request, the principal shall provide information to the SRO supervisor to assist in preparing for the bi-annual evaluation of the SRO's performance. The principal is also encouraged to consult with the SRO supervisor prior to the selection of a new SRO to share any relevant information on the needs or concerns of the school district.
- D. It shall be the principal's responsibility to ensure that the school staff are trained in and understand the importance of the emergency procedures as dictated in the Emergency Response Plan. While it is incumbent upon each member of the school staff to earnestly participate in routine emergency drills, it shall be the principal's responsibility to facilitate this cooperation.
- E. It is the responsibility of the school administration to ensure there is always an administrator onsite. The SRO is not to be placed in charge of the building to cover the absence of the school administrator(s).

Supervisor

- A. The SRO supervisor shall ensure that open lines of communication are in place between the Kings Local School District and the Warren County Sheriff's Office. A weekly meeting with the SRO shall be arranged, and the SRO supervisor shall meet with the school principal at a minimum of once per quarter. To the extent that schedules permit, the initial SRO supervisor/principal meeting should be held prior to the start of the school year and be devoted to reviewing school/Sheriff's Office expectations and clarifying any operational procedures.

- B. The SRO supervisor shall ensure that the SRO remains fully certified in all aspects of training and updated in all current legal issues that pertain to all sworn personnel.
- C. The SRO supervisor shall act as liaison between the Kings Local School District and the Warren County Sheriff's Office. The SRO supervisor will immediately address any personnel concerns that KLSD brings forward regarding the SRO.

FINANCIAL RESPONSIBILITIES

Warren County Sheriff's Office (WCSO)

- A. WCSO shall be responsible for furnishing the SRO and will bear the cost of the SRO's uniforms, weapons, salary and benefits in accordance with the applicable salary schedules and employment practices of the WCSO, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability salary continuation, worker's compensation, unemployment compensation, life insurance, dental insurance and medical/hospitalization insurance for two months out of the calendar year.
- B. WCSO shall be responsible for supplying a marked patrol vehicle and will bear the cost of all operating expenses, including but not limited to: fuel cost, regularly scheduled vehicle maintenance, vehicle repairs and replacement as necessary.
- C. WCSO shall be responsible for the cost of the SRO's continuous professional education and training pertaining to all functions of WCSO sworn personnel.

Kings Local School District (KLSD)

- A. KLSD shall be responsible for the cost of the salary and benefits in accordance with the applicable salary schedules and employment practices of the WCSO, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability salary continuation, worker's compensation, unemployment compensation, life insurance, dental insurance and medical/hospitalization insurance for ten months out of the calendar year. The division of costs between the parties for the School Year 2019-2020 is detailed in Attachment A, which is attached hereto and incorporated herein by reference. The division of costs for subsequent school years shall be detailed in an addendum to be executed by the parties prior to the commencement of each subsequent school year.

- B. KLSD shall be responsible for the cost of overtime that results from the SRO's functioning beyond normal duty hours to facilitate school related activities upon KLSD's request, including but not limited to: athletic events, student performances, school dances, field trips and other extra-curricular activities.

- C. KLSD shall be responsible for the cost of training pertinent to the SRO's specific role at the school. This cost is not to exceed \$1500.00 per calendar year, and any cost in excess of this amount shall become the responsibility of the WCSO.

Independent Contractor

The WCSO shall provide all SRO services pursuant to this Agreement as an independent contractor. The SRO will, at all times, be under the direct supervision and control of the WCSO, and subject to the rules, regulations, and policies of the WCSO, and the laws of the State of Ohio and the United States Government.

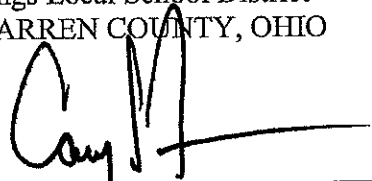
In no event shall the SRO be considered an employee of KLSD. The SRO, as the employee of an independent contractor, is not authorized to make a contract, agreement, or promise on behalf of KLSD, or to create any implied obligation on behalf of KLSD.

Termination of Agreement

The terms of this MOU shall commence at 12:01 a.m., August 1, 2019 and continue through and terminate at 11:59 p.m., July 31st 2021. However, this MOU may be renewed for an additional term by a written addendum executed by both parties. Either party may terminate this MOU without cause by giving 180 days written notice to the other party or upon 30 days written notice if for cause. This MOU shall also terminate automatically at 11:59 p.m. on July 31 of every calendar year after 2021, in the event that the parties fail to agree upon the division of SRO payroll costs for the subsequent calendar by that day and time.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this ___ day of _____, 20 ____, at Warren County, Ohio.

Kings Local School District
WARREN COUNTY, OHIO

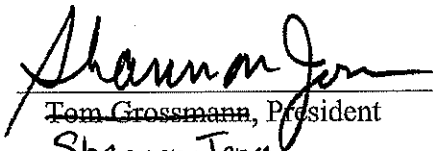


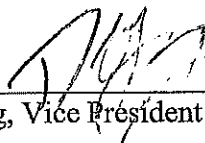
Shaun Bevan, Treasurer

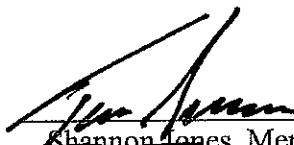
Clary Furbiss

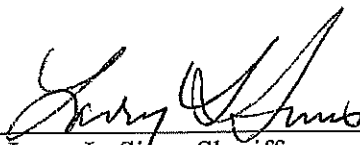
By Resolution Number 19-0698 of the Warren County Board of Commissioners
dated 6/4/19.

BOARD OF WARREN COUNTY COMMISSIONERS

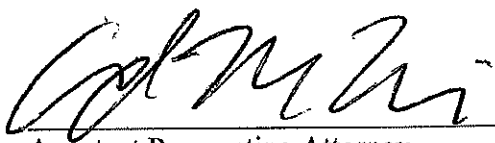

~~Tom Grossmann, President~~
Shannon Jones


David G. Young, Vice President


~~Shannon Jones, Member~~
Tom Grossmann


Larry L. Sims, Sheriff

Approved as to Form:


Assistant Prosecuting Attorney

ATTACHMENT A

SY19/20 PAYROLL ADDENDUM

School Resource Deputy Agreement between the Sheriff of Warren County, Ohio, the Warren County Commissioners and the Kings School District of Warren County, Ohio.

In conjunction with the terms and conditions of the above referenced agreement relative to compensation for the services of a School Resource Deputy, and the following Schedule of payments, shall be implemented commencing as of August 1, 2019 and continuing through 12:00 midnight on July 31, 2020.

Kings SRO

School Year 2019-2020

<i>Name</i>	<i>Position</i>	<i>Date</i>	<i>Insurance</i>	<i>Salary</i>	
1 Downs, J	Deputy/SRO	11/14/2002	F	\$30,580.00	2019 pay
			Estimated*	\$31,486.40	2020 pay
				\$62,066.40	

Updated: 4/25/2019

Salaries (102)				\$62,066.40
Overtime (114)				\$8,500.00
PERS (811)	18.10%	\$70,566.40		\$12,772.52
Benefits (820)				\$12,645.80
Health / Family	1	\$1,254.58	\$12,545.80	
Life	1	\$10.00	\$100.00	
Worker's Comp (830)	2%	\$70,566.40		\$1,411.33
Medicare (871)	1.45%	\$70,566.40		\$1,023.21
Total (Contract Kings SRO)				\$98,419.26

*2020 salary is estimated as this is a contract year and the new collective bargaining agreement between the Sheriff's Office and the employees of the Sheriff's Office has not been negotiated at the time of this contract preparation.

PAGE 2

EXPENSES:

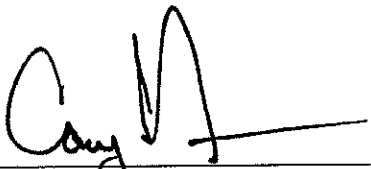
These totals may fluctuate with contractual pay, fringe benefit changes and/or overtime expenditures.

COST GRAND TOTAL	\$ 98,419.26
FIRST HALF INVOICE	\$ 49,209.63
SECOND HALF INVOICE	\$ 49,209.63
COST PER PAY PERIOD	\$ 4,473.60

All other conditions and terms shall remain in effect.

In witness whereof, the parties have hereunto set their hands on this ____ day of _____, 2019, at _____, Ohio

Larry L. Sims, Sheriff



~~Shawn Bowen~~, Treasurer
Cary Furlong

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0699

Adopted Date June 04, 2019

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

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

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 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

OFFICE SPACE REIMBURSEMENT AGREEMENT

This Agreement is made this 4 day of June, 2019, between the Warren County Board of Commissioners (Commissioners) and the Ohio Means Jobs Warren County for the use of office space in 300 East Silver Street, Lebanon, Ohio (Old Courthouse) for the implementation of the Workforce Investment Act.

It is agreed between the parties as follows:

1. Commissioners hereby agree to allow the Ohio Means Jobs Warren County to occupy a portion of the Old Courthouse located at 300 East Silver Street, Lebanon, Ohio 45036, consisting of approximately 2,629 square feet of propriety occupied space, approximately 1,589 square feet of Ohio Means Jobs partner shared space.
2. The Ohio Means Jobs Warren County shall pay a user fee of \$20,865.00 for the propriety occupied space, a user fee of \$15,890.00 for the One-Stop partner shared space, and approximately 2,484 square feet of meeting room space for a total user fee of \$36,755.00 per year. Payment is due prior to June 30, 2020.
4. The use of the Young Room (approximately 1928 square feet) and the Jones Room (approximately 556 square feet) shall be granted to Ohio Means Jobs (OMJ) at no-charge (\$20,400 in-kind contribution annually).
5. This Agreement shall be in effect for a term of one (1) year commencing on July 1, 2019, and terminating June 30, 2020.
6. The Ohio Means Jobs shall have exclusive use of the Premises as described in Attachment "A" and for the purpose stated above, in its present condition, reasonable wear and tear excepted.
7. Commissioners shall provide to the Premises, at no additional charge to the Ohio Means Jobs, all property insurance, gas, electric, water and sewer service, except telephone, and maintenance and custodial services as required.
8. Consent is given to request reimbursement for the cost of the Ohio Means Jobs partner shared space from the Ohio Means Jobs partners and the office space from ODJFS, ODJFS Vets, and OOD per agreements in MOU between OMJ Warren County Center Partners. Otherwise, Premises shall not be sub-let or assigned to any other entity without prior written consent of either party.
9. No material or structural alterations of the premises shall be made without prior approval of either party, except those made at the direction of the Commissioners for maintenance and/or safety purposes.

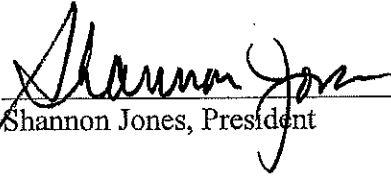
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10. In the event of any breach of this Agreement, either party hereto shall have the right to terminate this Agreement in accordance with the laws of the State of Ohio and the Commissioners shall have the right to re-enter and claim possession of the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

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

Warren County Board of Commissioners


Shannon Jones, President


6/4/19
Date

Ohio Means Jobs Warren County


Matt Fetty, Director

5/30/19
Date

Approved as to form:


Assistant Prosecutor

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

Resolution

Number 19-0700

Adopted Date June 4, 2019

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 5/28/19 and 5/30/19 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:

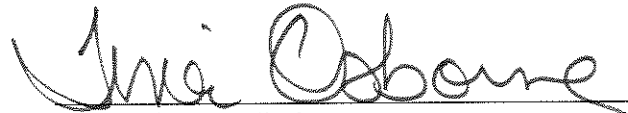
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 19-0701

Adopted Date June 04, 2019

ENTER INTO STREET AND APPURTENANCES SECURITY AGREEMENT WITH CT DEVCO, INC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS FOR MASON-MONTGOMERY ROAD, BETHANY ROAD & SENTINEL OAK DRIVE, SECTION 3B SITUATED IN MASON/DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	19-008 (P)
Development	:	Mason-Montgomery, Bethany Road, & Sentinel Oak Drive, Section 3B
Developer	:	CT Devco, Inc.
Township	:	Mason/Deerfield
Amount	:	\$249,851.32
Surety Company	:	FCCI Insurance Company (#3301531)

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 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

STREETS AND APPURTENANCES

Security Agreement No.

3301531 19-008 (P)

This Agreement made and concluded at Lebanon, Ohio, by and between CT DEVCO, INC.
_____ (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
FCCI INSURANCE COMPANY _____ (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in MASON MONTGOMERY RD &
SENTINEL OAK DRIVE Subdivision, Section/Phase 3B (3) (hereinafter the "Subdivision") situated in
MASON/DEERFIELD (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$192,193.32,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$192,193.32; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$249,851.32 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$38,438.66 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

CT DEVCO, INC.

1250 SPRINGFIELD PIKE

CINCINNATI, OH 45212

Ph. (513) 535 - 4888

D. To the Surety:

FCCI INSURANCE COMPANY

6300 UNIVERSITY PARKWAY

SARASOTA, FL 34240

Ph. (941) 907 - 9099

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

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

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

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

_____ **Original Escrow Letter** (attached)

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

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

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

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

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.

18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

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

DEVELOPER:

SURETY:

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

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

SIGNATURE: David L. Brock

SIGNATURE: Edward J. Wood, III

PRINTED NAME: DAVID L. BROCK

PRINTED NAME: EDWARD J. WOOD, III

TITLE: Chairman of the Board

TITLE: ATTORNEY-IN-FACT

DATE: 5/2/19

DATE: 04/30/2019

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-0701, dated 6/4/19.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 6/4/19

RECOMMENDED BY:

By: Neil F. Tunison / KM
COUNTY ENGINEER

APPROVED AS TO FORM:

By: Karl H. Auler
COUNTY PROSECUTOR

Key:

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



More than a policy. A promise.

GENERAL POWER OF ATTORNEY

Know all men by these presents, That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Stephanie W Kotlarczyk, David Viola, Edward J Wood III, Suzanne Evangelisti

Each its true and lawful Attorney-in-Fact to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$7,500,000) \$7,500,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 25th day of September, 2016.

Attest:

Craig Johnson
Craig Johnson, President
FCCI Insurance Company



Thomas A. Koval
Thomas A. Koval, Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 30th day of April, 2019

Thomas A. Koval
Thomas A. Koval, Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary



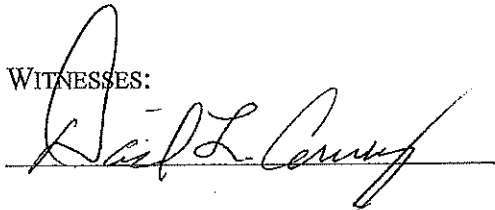
PERFORMANCE AND MAINTENANCE DURING CONSTRUCTION BOND - CONT'D

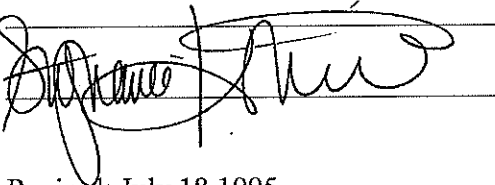
otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any claims hereunder, shall in no event exceed the penal amount of this obligation, as here stated to be the sum of (\$250,000) TWO HUNDRED FIFTY THOUSAND Dollars and no more.

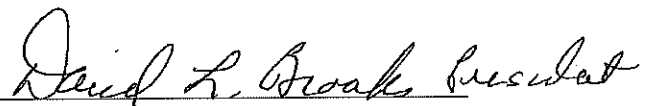
CT DEVCO INC.

Principal

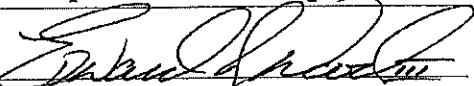
WITNESSES:





By: 

Philadelphia Indemnity Insurance Company
Surety

By: 
Edward J. Wood III
Ohio License Number 1115007

Revised: July 18,1995

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Edward J. Wood, Stephanie Kotlareczyk, David D. Viola, Suzanne Evangelisti, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

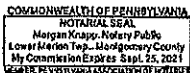
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Krapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13 day of March, 20 19.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0702

Adopted Date June 04, 2019

APPROVE RECORD PLAT

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

- Bethany Road Crooked Tree Preserve Area

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 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

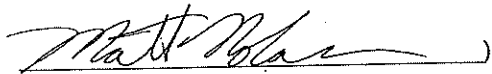
Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, May 31, 2019

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2019, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Capital Project	Jan. 1st, 2019	Taxes	Other Sources	Total
Socialville Fosters Road Bridge	\$0.00	\$0.00	\$683,515.60	\$683,515.60
Fund 4431				
TOTAL	\$0.00	\$0.00	\$683,515.60	\$683,515.60

_____)
 _____)
)
 _____) Budget
 _____) Commission
 _____)

AMEND 19 09
Fund 4431-49000 +33,515.60

Resolution

Number 19-0704

Adopted Date June 04, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO COUNTY COURT FUND #2274

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 11,000.00 into 22741410-5321 (Cap Purchases Data Board appr)

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 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
County Court (file)

Resolution

Number 19-0705

Adopted Date June 04, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO RECORDER'S OFFICE FUND #11011160

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Recorder's Office Fund #11011160 in order to process a vacation leave payout for Cassidy Zeiter former employee of Recorder's Office:

\$349.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011160-5882	(Recorder's Office - Vacation Leave Payout)

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

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

Resolution adopted this 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Recorder's Office (file)
OMB

Resolution

Number 19-0706

Adopted Date June 04, 2019

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

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

\$1,446.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
 into #11012600-5882 (Juvenile Detention Ctr -Vacation Leave Payout)

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Juvenile (file)
OMB

Resolution

Number 19-0707

Adopted Date June 04, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN INFORMATION TECHNOLOGY
DEPARTMENT FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment:

\$40,000.00	from	#11011400-5317	(Non-Capital Purchases)
	Into	#11011400-5400	(IT Purchased Services)

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

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

Resolution adopted this 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 19-0708

Adopted Date June 04, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT
FUND #11011600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$20,000	from	#11011600-5210	(Material/Supplies)
	into	#11011600-5400	(Purchase 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 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0709

Adopted Date June 04, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
SERVICES FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

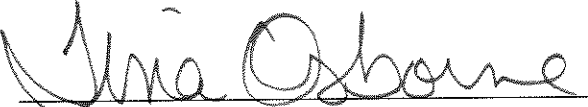
\$3,500.00 from #11011223-5830 (Workers Comp)
 into #11011223-5910 (Other Expenses)

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

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

Resolution adopted this 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 19-0710

Adopted Date June 04, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE OHIOMEANSJOBS WARREN COUNTY FUND 2258

WHEREAS, an appropriation adjustment is necessary for payment of OJFSDA Annual Training Conference Registration Invoice; and

NOW THEREFORE BE IT RESOLVED, to approve an appropriation adjustment within the OhioMeansJobs Warren County Fund #2258:

\$1,000.00 from #22585800-5910 (Other Expense
 into #22585800-5850 (Workers Compensation)

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 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
OhioMeansJobs (file)

Resolution

Number 19-0711

Adopted Date June 04, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustments to process vacation leave payout and sick leave payout for former employee of FCFC (Children Services), Sandra Smoot:

\$3,400.00 from #22735125-5102 (Regular Salaries-FCFC)
into #22735100-5881 (Accum. Sick Payout)

\$6,600.00 from #22735125-5102 (Regular Salaries-FCFC)
into #22735100-5882 (Accum. Vacation Payout)

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 4th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

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