

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0870

Adopted Date June 29, 2021

ACCEPT RESIGNATION OF PATRICIA JETT, CLERICAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE JUNE 25, 2021

BE IT RESOLVED, to accept the resignation of Patricia Jett, within the Warren County Department of Job and Family Services, Children Services Division, effective June 25, 2021.

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 21-0871

Adopted Date June 29, 2021

ACCEPT RESIGNATION OF TAYLOR PENDLETON, CASE AIDE, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE JULY 8, 2021

BE IT RESOLVED, to accept the resignation of Taylor Pendleton, within the Warren County Department of Job and Family Services, Children Services Division, effective July 8, 2021.

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 21-0872

Adopted Date June 29, 2021

AUTHORIZE THE POSTING OF A "CASE AIDE" POSITION, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, IN ACCORDANCE WITH THE WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Case Aide" position within the Department of Job and Family Services, Children Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Case Aide" 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 25, 2021.

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
S. Spencer - OMB

Resolution

Number 21-0873

Adopted Date June 29, 2021

APPROVE PROMOTION OF ALDEN PAYZANT FROM BUILDING AND ELECTRICAL INSPECTOR II TO BUILDING AND ELECTRICAL INSPECTOR III WITHIN THE BUILDING AND ZONING DEPARTMENT

WHEREAS, Mr. Payzant has obtained the required certification for the Building and Electrical Inspector III classification; and

WHEREAS, it is the desire of the Board to promote Mr. Payzant to a Building and Electrical Inspector III classification; and

NOW THEREFORE BE IT RESOLVED, to promote Alden Payzant from Building and Electrical Inspector II to Building and Electrical Inspector III at pay range #18, \$27.04 per hour, effective July 3, 2021.

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building/Zoning (file)
A. Payzant's Personnel File
OMB-Sue Spencer

Resolution

Number 21-0874

Adopted Date June 29, 2021

APPROVE A PAY INCREASE FOR VIRGINIA BOOKS WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

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

WHEREAS, Virginia Books, Emergency Communications Operator within the Warren County Emergency Services, has successfully completed three (3) years of service as an Emergency Communications Operator on June 25, 2021; and

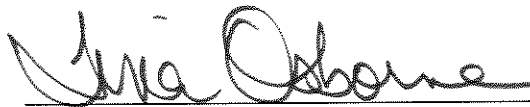
NOW THEREFORE BE IT RESOLVED, to approve Virginia Books' pay increase from \$22.66 per hour to \$25.31 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning July 1, 2021.

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (File)
V. Books' Personnel File
OMB-Sue Spencer

Resolution

Number 21-0875

Adopted Date June 29, 2021

ACCEPT RESIGNATION OF DAVID WOOD, LEPC/GRANTS COORDINATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE JULY 9, 2021


BE IT RESOLVED, to accept the resignation of David Wood, LEPC/Grants Coordinator, within the Warren County Emergency Services Department, effective July 9, 2021.

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 21-0876

Adopted Date June 29, 2021

AUTHORIZE THE POSTING OF THE "LEPC/GRANTS COORDINATOR" POSITION, WITHIN THE EMERGENCY SERVICES DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for the "LEPC/Grants Coordinator" position within the Emergency Services Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "LEPC/Grants Coordinator" 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 25, 2021.

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Emergency Services (file)
OMB – Sue Spencer

Resolution

Number 21-0877

Adopted Date June 29, 2021

SET PUBLIC HEARING FOR THE REZONING APPLICATION OF TURTLECREEK INVESTMENTS, LLC/ARTHUR FRASIK TRUST TO REZONE APPROXIMATELY 87.35 ACRES FROM SINGLE FAMILY RESIDENTIAL (1-ACRE DENSITY) "R1B" TO TWO-FAMILY RESIDENTIAL "R2" WITH A PLANNED UNIT DEVELOPMENT OVERLAY IN TURTLECREEK TOWNSHIP

WHEREAS, this Board is in receipt of the rezoning application (Case #2021-05) of Turtlecreek Investments, LLC/Arthur Frasier, Trust, owners of record, to consider the rezoning of 87.35 acres (Parcel ID 0825100003, 0825100001, and 0831200014) located at 4850 N Greentree Road in Turtlecreek Township from Single Family Residential (1-acre density) "R1B" to Two-Family Residential "R2" (1/3-acre density) with a Planned Unit Development Overlay; and

NOW THEREFORE BE IT RESOLVED, to set the public hearing to consider the rezoning application of Turtlecreek Investments, LLC/Arthur Frasier, Trust, owners of record, to consider the rezoning of 87.35 acres (Parcel ID 0825100003, 0825100001, and 0831200014) in Turtlecreek Township from Single Family Residential (1-acre density) "R1B" to Two-Family Residential "R2" (1/3-acre density) with a Planned Unit Development Overlay; said public hearing to be held July 20, 2021, at 9:45 a.m. in the Commissioners' Meeting Room; and

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

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RPC
RZC
Rezoning file
Applicant
Township Trustees

Resolution

Number 21-0878

Adopted Date June 29, 2021

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE WARREN COUNTY SHERIFF AND THE WARREN COUNTY SHERIFF'S OFFICE BENEVOLENT ASSOCIATION

BE IT RESOLVED, to County Administrator to sign a Memorandum of Understanding between the Warren County Sheriff and the Warren County Sheriff's Office Benevolent Association, regarding the observance of Juneteenth Holiday for 2021 and subsequent years, said memorandum of understanding is attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

tz/

cc: c/a—Warren County Sheriff's Office Benevolent Association
Sheriff (file)

MEMORANDUM OF UNDERSTANDING

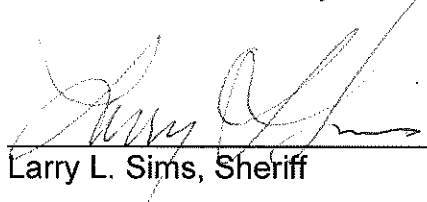
In support of the recently enacted Federal, State, and County holiday of Juneteenth, the Warren County Sheriff's Office and the Warren County Sheriff's Office Benevolent Association collectively referred to as "the Parties" hereby agree to add this holiday to the following Collective Bargaining Agreements: Sworn Sergeant and Lieutenants, SERB Case Number 2019-MED-07-0645, Sworn Deputies, SERB Case Number 2019-MED-07-0644, and Non-Sworn Employees, SERB Case Numbers 2019-MED-07-0646; 2019-MED-07-0647; 2019-MED-07-0648.

The Parties further agree that for calendar year 2021, this holiday will be observed on July 2, 2021, for all continuous and non-continuous employees.

Each subsequent year thereafter, the holiday will be observed on June 19th and in compliance with the applicable Article for each bargaining unit. This includes:

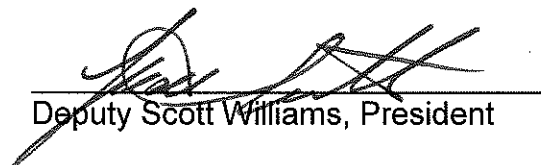
Article 25-Sworn Sergeants and Lieutenants
Article 26-Sworn Deputies
Article 26-Non-Sworn Employees

For the Warren County Sheriff's Office:



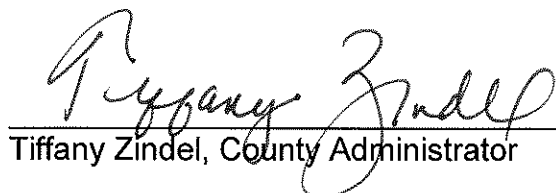
Larry L. Sims, Sheriff

For the Warren County Deputy Sheriff's
Benevolent Association:



Deputy Scott Williams, President

For the Warren County Commissioners:



Tiffany Zindel, County Administrator

Resolution

Number 21-0879

Adopted Date June 29, 2021

ENTER INTO A CONTRACT WITH LEBANON FUNCTIONAL FITNESS (LFF) FOR THE PROVISION OF FUNCTIONAL FITNESS TRAINING CLASSES AS A PILOT PROGRAM OFFER TO WARREN COUNTY SHERIFF'S OFFICE POLICE OFFICERS

WHEREAS, the Board of County Commissioners acknowledges that the health and wellness of employees is a growing concern among employers and healthcare plans universally, and over the years the Board has authorized the implementation of various wellness programs to address this concern and to encourage better health among Warren County employees and their families; and

WHEREAS, to further promote better health and wellbeing, routine and planned functional fitness activity as provided by Lebanon Functional Fitness (LFF) is a needed area to focus; and

WHEREAS, in order to gauge participation and measure outcomes in such program, the Board of Commissioners acknowledge and authorize a pilot program exclusive to the Warren County Sheriff's Office police officers, it is the desire of the Board to enter into a contract with LFF for the provision of such program at the scheduled frequency of five (5) classes per week with class size of 20 spaces at the cost of \$30 per class, \$150 weekly/ \$7800 annually, and such cost is reimbursable by United Healthcare under the wellness budget it provides to healthcare plan; and

WHEREAS, the 20 spaces per class will be shared with the City of Lebanon Police Department, and in turn the City will open up an equal amount of spaces among their classes for Warren County; and

WHEREAS, this pilot program will be for the period July 1, 2021 through December 31, 2021, and outcomes will then be evaluated to determine continuance of the program and whether it is feasible to offer to all County employees; and

NOW THEREFORE BE IT RESOLVED, to enter into a contract with Lebanon Functional Fitness for the provision of functional fitness classes at the scheduled frequency of five (5) classes per week at the cost of \$30 per class for the period July 1, 2021 through December 31, 2021.

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—Lebanon Functional Fitness
Tammy Whitaker, OMB
Sheriff (file)

**AGREEMENT WITH LEBANON FUNCTIONAL FITNESS
FOR EMPLOYEE PARTICIPATION PROGRAM**

This Agreement shall be effective the date of execution, by and between the Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 (the "County") and Sheena Rae Trutschel, in her individual capacity, d.b.a. Lebanon Functional Fitness, 942 Stone Ridge Lane, Lebanon, Ohio 45036 ("LFF").

WHEREAS, pursuant to section 305.171(A)(3) of the Ohio Revised Code, the Board of County Commissioners has the authority to procure and pay all or any part of a health and wellness benefit program through which the county provides a benefit or incentive to county officers, employees, and their immediate dependents to maintain a healthy lifestyle, including, but not limited to, programs to encourage healthy eating and nutrition, exercise and physical activity, weight control or the elimination of obesity, and cessation of smoking or alcohol use; and

WHEREAS, LFF provides physical fitness training classes at a group rate;

NOW, THEREFORE, the parties hereby agree to the following terms and conditions governing the Lebanon Functional Fitness Employee Participation Program (the "Program"):

1. PILOT PROGRAM

- 1.1. The pilot program shall run from July 1, 2021 through December 31, 2021. Employees of the Warren County Sheriff's Office shall serve as a pilot group of employees. LFF shall offer classes to, and the County shall pay for classes exclusively for, the pilot group of employees during the pilot program dates.
- 1.2. Following the pilot program dates, on or before December 31, 2021, the County shall provide written notice to LFF of its intention to either:
 - (A) terminate the Agreement pursuant to Section 6; or
 - (B) continue the Agreement for the benefit of all County employees, pursuant to any written amendments to the Agreement negotiated and duly executed by the parties at the conclusion of the pilot program dates.

2. SERVICES TO BE PERFORMED BY LEBANON FUNCTIONAL FITNESS

- 2.1. LFF shall provide functional fitness classes to County employees at no cost to the employees.
- 2.2. Classes shall be 30 minutes in duration per class. LFF agrees to offer a minimum of five classes per week offered to County employees during the pilot program.
- 2.3. County employees shall be made aware of the class schedule and offered an opportunity to register for scheduled classes prior to the start of each class.

- 2.4. Following the pilot program, if the parties agree to continue the contract pursuant to Section 1.2 of this Agreement, the parties shall negotiate at that time a minimum number of classes with spaces reserved for County employees to be offered going forward, which shall be reflected in any written amendment executed by the parties at that time.
- 2.5. All classes shall take place at the Warren County Fairgrounds, Building B. LFF shall be solely responsible for all costs, expenses, and liabilities relating to its use, lease, license, upkeep, maintenance, or damages relating to its use of the location. If at any point during the term of this Agreement, LFF decides to perform any of its obligations under this Agreement at a location other than that named in this section, LFF will provide the County thirty (30) days written notice of its intent to do so, and no such performance of this Agreement shall commence at such new location without written consent of the County.
- 2.6. LFF shall require all County employees to execute waivers of Workers Compensation Liability in favor of the County prior to the employee's participation in the Program. A copy of the waiver shall be maintained by LFF, and the original executed waiver shall be maintained by the County Office of Management and Budget.

3. PAYMENT

- 3.1. In consideration of the services to be performed by LFF, the County shall pay a fee of \$30.00 per class scheduled for County employees. The total amount of this contract shall not exceed \$7800.00 in one calendar year.
- 3.2. The County shall not be responsible for any portion of payment relating to non-County-employee-participants in any class where there is mixed participation of County-employees and non-County-employees. In no event shall the County bear any responsibility to any client, participant, or customer of LFF who is not a County employee participating in LFF-offered fitness classes pursuant to the Program outlined herein.
- 3.3. LFF shall provide the County with a monthly invoice setting forth the schedule of classes taught to County employees in the prior month, and the amount due as payment for the classes. The County shall pay LFF within thirty (30) days of receipt of such invoice.

4. INDEPENDENT CONTRACTOR

- 4.1. LFF shall be an independent contractor and not an employee of the County under this Agreement, which shall not be construed to create any relationship between LFF and the County, other than that of independent entities contracting for the purpose of effecting provisions of this Agreement. Neither party nor any of its respective representatives shall be construed to be the agent, employer, employee, or representative of the other.
- 4.2. LFF agrees to be solely responsible for all costs relating to its own operations, including but not limited to costs of facilities, equipment and maintenance thereof, payroll costs, insurance costs, and compensation of its own employees.

- 4.3. The County shall not be responsible for the acts and omissions of LFF, its agents, or its employees, or the results thereof. LFF will assume all risk and liability to itself, its agents, or its employees resulting in any manner from conduct of its own operations and the operations of its agents or employees with regard to LFF's performance under this Agreement.

5. INSURANCE AND LIABILITY

- 5.1. LFF shall carry statutory worker's compensation insurance as required by law. LFF shall further provide and maintain liability insurance coverage as follows, naming as the insured party Sheena Rae Truschel in her individual capacity and d.b.a. Lebanon Functional Fitness:

Comprehensive General Liability coverage with limits of \$1,000,000 per occurrence, \$2,000,000 in the aggregate, with no interruption of coverage during the entire term of this Agreement. If any Comprehensive General Liability coverage is on a "claims made" basis, the policy shall provide that in the event this Agreement is terminated, LFF shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding termination of this Agreement.

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

- 5.2. LFF shall provide the County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Such certificate shall provide that the insurer notify the County in writing should any of the above-described policies be cancelled before the expiration date thereof, to be mailed to the County not less than thirty (30) days prior to said cancellation date. LFF shall also deliver to the County, at least fifteen (15) days prior to the expiration date of each policy or policies, or any renewal policy or policies, certificates for the renewal policies of the insurance coverage required herein.
- 5.3. LFF agrees to indemnify and hold harmless Warren County, its elected officials, agents, and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities as a result of bodily injury, sickness, disease, death, injury or destruction of tangible property, including the loss of use resulting therefrom, causes in whole or in part by the negligent act or omission of LFF or any person directly or indirectly employed by them or by any person whose acts or omission may make them liable.

6. CONFIDENTIALITY

LFF acknowledges that by virtue of this program, it may gain access to protected health information or otherwise confidential information relating to County employees. LFF agrees that

it may not share or disclose confidential information with any party other than the County employee without the written consent of the County employee to whom the information pertains.

The parties acknowledge that by virtue of this program, the County may gain access to confidential or proprietary information or records of LFF. The parties acknowledge that Warren County is governed by Ohio Public Records Laws. Records related to this Agreement may be subject to disclosure under the Ohio Public Records Laws. The County shall have no duty to defend the rights of LFF or any of its agents or affiliates in any records requested to be disclosed.

7. TERMINATION

Either party may terminate this Agreement for any reason or for convenience by providing thirty (30) days written notice to the other party. Upon termination, the parties obligations up to and including the date of termination shall remain in full force and effect. Any duties or obligations relating to insurance coverage shall remain, but only to the extent the obligation is for coverage of activities or events occurring prior to the termination date.

8. ASSIGNMENT

Neither party may assign its rights or delegate its duties or obligations under this Agreement without prior written consent of the other party.

9. WAIVER

The delay or failure by either party to exercise or enforce any of its rights under this Agreement will not constitute or be deemed a waiver of that party's right to thereafter enforce those rights, nor will a single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

A waiver of any provision of this Agreement is not effective unless it is in writing and signed by the party against which the waiver is sought to be enforced.

10. ENTIRE AGREEMENT/ MODIFICATION

This Agreement constitutes the entire agreement between the parties, and any changes or modifications to this Agreement shall be made and agreed to by the parties in writing. Any prior agreements, promises, or representations not expressly set forth in this Agreement shall have no force or effect.

11. GOVERNING LAW

All provisions of this Agreement shall be governed by the laws in the state of Ohio. Any claims arising under the Agreement shall be brought in a court of competent jurisdiction located in Warren County, Ohio.

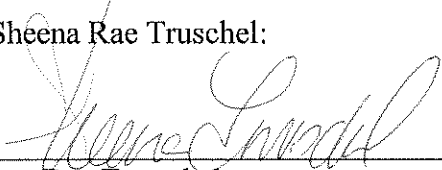
12. TERM

This Agreement shall remain in effect for a period of one year after the initial effective date, and shall automatically renew for up to two subsequent one-year terms, unless otherwise terminated by one of the parties pursuant to Section 6.

13. SIGNATURES

The parties hereto have executed this Agreement as of the date of the County signature set forth below.

By Sheena Rae Truschel:

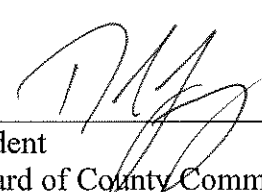


Sheena Rae Truschel,
d.b.a. Lebanon Functional Fitness
942 Stone Ridge Lane
Lebanon, Ohio 45036

6/24/2021

Date

By Warren County:




Dave Young, President
Warren County Board of County Commissioners
416 Justice Drive
Lebanon, Ohio 45036

6-29-21

Date

Resolution No.: 21-0879

APPROVED AS TO FORM



Kathryn M. Horvath
Asst. Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF WARREN

I, Sheena Mutschel, holding the title and position of owner / operator at the firm Lebanon Funeral Home, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

Sheena Mutschel
AFFIANT

Subscribed and sworn to before me this 28th day of June 20 21

Jacqueline Canupp Cox
(Notary Public),

Warren County.

My commission expires August 8th 20 24



Resolution

Number 21-0880

Adopted Date June 29, 2021

AUTHORIZE THE WARREN COUNTY PROSECUTOR'S OFFICE TO REPRESENT THE BOARD OF COUNTY COMMISSIONERS AGAINST PROPERTY LOSS CAUSED BY AN UNINSURED MOTORIST

WHEREAS, on May 13, 2021, a 2017 Ford Utility Vehicle with VIN ending 6553 and valued at \$18,200 and owned by the Board of Commissioners, was struck by an uninsured motorist; and

WHEREAS, in order to recover the monetary loss to Warren County due to this occurrence, legal representation is needed; and

NOW THEREFORE BE IT RESOLVED, to authorize the Warren County Prosecutor's Office to represent the Board of County Commissioners in recovery of the monetary loss occurring on May 13, 2021, to a 2017 Ford Utility Vehicle with VIN ending 6553 and valued at \$18,200.

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: Prosecutor's Office
T Whitaker, OMB
OMB File

Resolution

Number 21-0881

Adopted Date June 29, 2021

AUTHORIZE PUBLICATION OF A NOTICE OF PUBLIC REVIEW FOR WARREN COUNTY'S CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) RELATIVE TO THE WARREN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ENTITLEMENT PROGRAM

WHEREAS, Community Development Block Grant (CDBG) Entitlement Communities are required to annually develop a CAPER, which reviews the activities, accomplishments, and expenditures of HUD Entitlement Program funds; and

WHEREAS, each entitlement community is required to give citizens an opportunity to comment on said CAPER; and

NOW THEREFORE BE IT RESOLVED, to authorize and direct the Clerk to publish a Notice of Public Review for Warren County's CAPER for Program Year 2020 relative to the Community Development Block Grant (CDBG) Entitlement Program; said publication to appear in Today's Pulse newspaper on July 4, 2021.

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: OGA (file)

Resolution

Number 21-0882

Adopted Date June 29, 2021

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORT WITH CENTRAL SQUARE TECHNOLOGIES (FKA TRITECH SOFTWARE SYSTEMS) ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified, and recommended that the Board of County Commissioners sign the Central Square Technologies Task Completion Report 122; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the Central Square Technologies (FKA TriTech Software Systems) Completion Report 122 as attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Central Square Technologies (FKA TriTech Software Systems)
Telecom (file)



CENTRAL SQUARE

TECHNOLOGIES

Warren County, OH

Sales Order 6395

Task Completion Report #122

Effective Date: 05/26/2021

The purpose of the Task Completion Report (this “Document”) is to document the mutual agreement between CentralSquare and the Client on the items listed in this report, in reference to **Warren County Inform CAD, Mobile, RMS and Jail Project – Sales Order 6395**.

Acknowledgement:

The Client has had an opportunity to review the below reference documents with the CentralSquare Engineers. The Client approves the document as the guide for Interface development.

Documents Referenced:

OSD – OH Warren County DPS Courts – Web Citation Publisher V1.3.pdf

OH DPS OH0060 Citation Field Mapping v1.1.xlsx

Clarification Point: By way of TCR 46 executed 10/31/17 Client has already approved Inform RMS Web Citation Publisher Interface Warren County, Ohio Operational Scenario 1.0 Dated 01/20/2017. This TCR and documents referenced cover the following changes in the Revisions table below as well as the addition of seven new fields required by the state of Ohio identified in the Citation Field Mapping document



Revisions

Date	Rev. No	Author	Comments
1/16/2017	1	Phil Covington	Initial
11/28/2017	1.1	Phil Covington	Changed schema Validation and Message Responses to write to Popup messages rather than writing to the Narrative. Added mention that if the same citation is submitted more than once a “Duplicate ticket number” message will be returned.
1/30/2020	1.2	Douglas Burger	DPS Service is a RESTful API Web Service Court system publish functionality is not required.
03/23/2021	1.3	Robbin Massey	Updated to new OSD format and updated mapping version number.

Approval of the Task Completion Report does not generate an invoice related to this project.

The Client is responsible to approve this Task Completion Report within 5 business days or provide a written notification to CentralSquare detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign and return this document to CentralSquare.

Approvals	
Client Project Manager	Print Name: <u>David G. Young</u>
	Signature: <u></u> Date: <u>6.29.21</u>
CentralSquare Project Manager	Print Name: <u>William M. McClamroth</u>
	Signature: <u></u> Date: <u>06/01/2021</u>

Resolution

Number 21-0883

Adopted Date June 29, 2021

APPROVE AGREEMENT AND ADDENDUM WITH ISAIAH'S PLACE, INC. AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Isaiah's Place, Inc., on behalf of Warren County Children Services, for calendar year 2021-2022, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a— Isaiah's Place, Inc.
Children Services (file)

Ohio Department of Job and Family Services

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

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

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

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

and Isaiah's Place, Inc., hereinafter "Provider," whose address is:

Isaiah's Place, Inc.
61 S Stanfield Rd
Troy, OH 45036

Collectively the "Parties."

Table of Contents

ARTICLE I.	SCOPE OF PLACEMENT SERVICES	3
Section 1.01	FOR AGREEMENTS COMPETITIVELY PROCURED	3
Section 1.02	FOR AGREEMENTS NOT COMPETITIVELY PROCURED	3
Section 1.03	EXHIBITS	3
ARTICLE II.	TERM OF AGREEMENT	3
ARTICLE III.	ORDER OF PRECEDENCE	3
ARTICLE IV.	DEFINITIONS GOVERNING THIS AGREEMENT	4
ARTICLE V.	PROVIDER RESPONSIBILITIES	4
ARTICLE VI.	AGENCY RESPONSIBILITIES	6
ARTICLE VII.	INVOICING FOR PLACEMENT SERVICES	7
ARTICLE VIII.	REIMBURSEMENT FOR PLACEMENT SERVICES	7
ARTICLE IX.	TERMINATION; BREACH AND DEFAULT	8
ARTICLE X.	RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY	9
ARTICLE XI.	PROVIDER ASSURANCES AND CERTIFICATIONS	11
ARTICLE XII.	INDEPENDENT CONTRACTOR	12
ARTICLE XIII.	AUDITS AND OTHER FINANCIAL MATTERS	12
ARTICLE XIV.	GRIEVANCE /DISPUTE RESOLUTION PROCESS	12
ARTICLE XV.	AMENDMENTS	13
ARTICLE XVI.	NOTICE	13
ARTICLE XVII.	CONSTRUCTION	13
ARTICLE XVIII.	NO ASSURANCES	13
ARTICLE XIX.	CONFLICT OF INTEREST	13
ARTICLE XX.	INSURANCE	14
ARTICLE XXI.	INDEMNIFICATION & HOLD HARMLESS	15
ARTICLE XXII.	SCREENING AND SELECTION	16
ARTICLE XXIII.	PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT	17
ARTICLE XXIV.	FINDINGS FOR RECOVERY	17
ARTICLE XXV.	PUBLIC RECORDS	17
ARTICLE XXVI.	CHILD SUPPORT ENFORCEMENT	17
ARTICLE XXVII.	DECLARATION OF PROPERTY TAX DELINQUENCY	17
ARTICLE XXVIII.	SUBCONTRACTING AND DELEGATION	17
ARTICLE XXIX.	PROPERTY OF AGENCY	17
ARTICLE XXX.	SEVERABILITY	18
ARTICLE XXXI.	NO ADDITIONAL WAIVER IMPLIED	18
ARTICLE XXXII.	COUNTERPARTS	18
ARTICLE XXXIII.	APPLICABLE LAW AND VENUE	18
ADDENDA TO THIS AGREEMENT		18

RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

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

Article II. TERM OF AGREEMENT

This Agreement is in effect from **06/01/2021** through **05/31/2022**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

Article V. PROVIDER RESPONSIBILITIES

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

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

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
2. Child Alleging Physical or Sexual Abuse/Neglect;
3. Death of Child;
4. Illicit drug/alcohol use, Abuse of medication or toxic substance;
5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
7. School Expulsion/Suspension (formal action by school);
8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
9. Victim of assault, neglect, physical or sexual abuse;
10. The filing of any law enforcement report involving the child.

I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:

1. When physical restraint is used/applied; and
2. Medication lapses or errors.

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

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been

completed.

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

Article VI. AGENCY RESPONSIBILITIES

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

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

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

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

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

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

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

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

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

- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be

as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement. Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data;
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS
ATTN: Licensing
P.O. Box 183204
Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic

Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

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

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

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

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

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

Article XV. AMENDMENTS

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

Article XVI. NOTICE

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

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

if to Provider , to
Isaiah's Place, Inc.
61 S Stanfield Rd
Troy, OH 45036

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

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

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

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

Article XX. INSURANCE

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

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

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

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

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

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

F. The Provider further agrees with the following provisions:

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

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

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

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

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

B. Transportation of Child

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. FINDINGS FOR RECOVERY

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

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

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

Article XXX. SEVERABILITY

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

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

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

Article XXXII. COUNTERPARTS

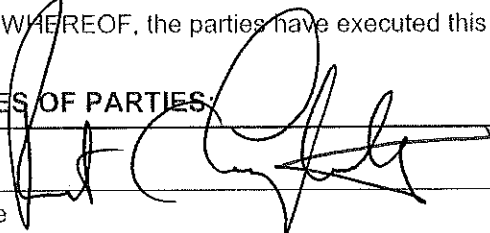
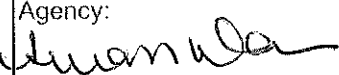
This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or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


Article XXXIII. APPLICABLE LAW AND VENUE

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

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

SIGNATURES OF PARTIES:

Provider:		6/9/2021
Printed Name		Date
Isaiah's Place, Inc.		
Agency:		
Printed Name		Date
Warren County Children Services	APPROVED AS TO FORM	6/21/21


Kathryn M. Horvath
 Asst. Prosecuting Attorney

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

ADDENDA TO AGREEMENT

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

This Agreement is between

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

hereinafter "Provider," whose address is:

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

and

Provider Isaiah's Place, Inc.		
Street/Mailing Address 61 S Stanfield Rd		
City Troy	State OH	Zip Code 45373

Contract ID : 19239319

Originally Dated :06/01/2021 to 05/31/2022

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

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

06/01/2021

Amendment End Date :

05/31/2022

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

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


Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency : Warren County Children Services
 Run Date: 06/04/2021
 Provider / ID : Isaiah's Place, Inc./ 24564
 Contract Period : 06/01/2021 - 05/31/2022

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Family (30405) - FFH	4845663	.	.	\$41.73	\$38.00							\$79.73	06/01/2021	05/31/2022
Special Needs (30408) - SN	6297663	.	.	\$59.30	\$53.00							\$112.30	06/01/2021	05/31/2022
Therapeutic High (30310) - FFH	371652	.	.	\$53.63	\$48.00							\$101.63	06/01/2021	05/31/2022
Therapeutic Low (30407) - FFH	6221663	.	.	\$50.00	\$45.00							\$95.00	06/01/2021	05/31/2022

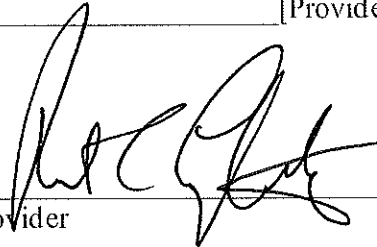
21-0883, dated 6.29.21, and by the duly authorized
of _____ [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners

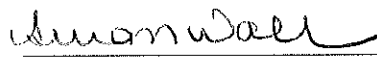
Date 6.29.21



Provider

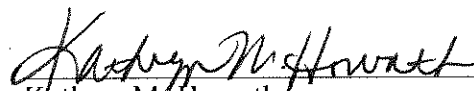
Date 6/9/2021

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Miami

I, Robert Lyburger holding the title and position of Executive Dir. at the firm ISAIAH'S PLACE, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

[Signature]
AFFIANT

Subscribed and sworn to before me this 9th day of June 20 21

[Signature]
(Notary Public),
Miami County.



JO ANN K SHINALL
Notary Public
State of Ohio
My Comm. Expires
April 26, 2025

My commission expires April 26 20 25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2021

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

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

PRODUCER PHELAN INSURANCE AGENCY INC 863 East Main Street PO Box 1 Versailles OH 45380	CONTACT NAME: Caitlin McNeilan PHONE (A/C, No, Ext): (937) 526-3111 E-MAIL ADDRESS: caitlin_mcneilan@phelanins.com	FAX (A/C, No): (937) 526-5178
	INSURER(S) AFFORDING COVERAGE	
INSURED Isaiah's Place Inc. 61 Stanfield Road Troy OH 45373	INSURER A: American Southern Home Insurance Company NAIC # 41998	
	INSURER B: Acuity Mutual Insurance Company NAIC # 14184	
	INSURER C: American Alternative Insurance Group NAIC # 19720	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20-21 Liab- \$2M Excess **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			99A6GL000053001	11/29/2020	11/29/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOP AGG \$ 3,000,000 Stop Gap \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> 19			Z95015	03/02/2021	03/02/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			99A2FF000160801	11/29/2020	11/29/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	99A6GL000053001	11/29/2020	11/29/2021	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER Employers Liability E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability and Abuse & Molestation			99A6PL000048401	11/29/2020	11/29/2021	Per Occurrence \$1,000,000 Aggregate \$3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

AMENDMENT #4:

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number

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

**Mike DeWine
Governor**

This is to Certify that

**Isaiah's Place
61 Stanfield Rd.
Troy, Ohio 45373
Amendment - S-0000001519**

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

To act as a representative of ODJFS in recommending Treatment Foster Homes for certification

To participate in the placement of children in Foster Homes

To act as a representative of ODJFS in recommending Family Foster Homes for certification

This certificate is effective from June 22, 2020 to July 1, 2021



Resolution

Number 21-0884

Adopted Date June 29, 2021

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 \$811,860.00 TANF/PRC funds beginning 7/1/21 and ending 6/30/22; 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 29th day of June 2021.

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 PROGRAM**

RECITALS:

This Subgrant Agreement is entered into between Warren County Job and Family Services, Division of Human Services (hereinafter referred to as "Grantor") and the Warren County Educational Service Center (hereinafter referred to as "Subgrantee").

This Subgrant Agreement is made pursuant to a grant award to the Grantor by the Ohio Department of Job and Family Services (ODJFS) and are not for research and development purposes. The grant award is under the authority of CDFA #93.558, Temporary Assistance for Needy Families (TANF), SFY 2022, and Warren County Job and Family Services.

DEFINITIONS:

** need original
contract*

A. Definitions

- A. "Grantor" means the Warren County Job and Family Services.
- B. "Subgrantee" means the Warren County Educational Service Center.
- C. "Financial Assistance" means all cash, reimbursements, other payments or allocations of funds provided by Grantor to Subgrantee. All requirements in this Agreement related to financial assistance also apply to any monies, including private monies and public money, as defined in section 117.01 of the Revised Code, used by the Subgrantee to match federal, state or county funds; and
- D. "Federal, state and local laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, and federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments, as well as any resolutions or policies adopted by the Warren County Board of County Commissioners. Federal, state and local laws also include any Governor's Executive Orders to the extent that they apply to counties and any ODJFS Procedure Manuals. The term "federal, state and local laws" includes all federal, state and local laws as listed in this paragraph and existing on the effective date of this Agreement as well as those federal, state and local laws that are enacted, adopted, issued, amended, repealed, or rescinded on or after the effective date of this Agreement.

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

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

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 Subgrantee pursuant to this Subgrant Agreement.

ARTICLE II. RESPONSIBILITIES OF GRANTOR

- A. Provide funding to Subgrantee in accordance with this Subgrant Agreement and Federal, state and local laws.

- B. Monitor Subgrantee to ensure the Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- C. Provide information on current and subsequent changes to the terms and conditions of the grant awards addressed by the funding in this agreement.
- D. Provide technical assistance and training as requested to assist Subgrantee in fulfilling its obligations under this agreement.
- E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

Subgrantee agrees to:

- A. Ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as the federal terms and conditions of the grant award.
- B. Provide financial documents that show the revenue and expenditures of the program and all supporting documents.
- C. Promptly reimburse Grantor for any funds Grantor 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 for which Grantor is responsible.
- D. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Grantor, ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.
- E. Make records available to Grantor, ODJFS, Auditor of State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from **July 1, 2021 through June 30, 2022** unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the above termination date.
- B. In addition to Section A above, it is expressly understood by both Grantor and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Warren County Auditor certifies pursuant to Section 5705.41 (D), Revised Code, that the amount required to meet the Grantor's obligation or, in the case of a continuing Subgrant Agreement to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the Subgrant Agreement is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

Allocation	Contract Amount	Budget Reference	Award ID/FAIN#	CFDA Number
TANF Administration	\$25,860	JFSCTF21/JFSCTF22	1601OHTANF	93.558
TANF Regular	\$786,000	JFSCTF21/JFSCTF22	1601OHTANF	93.558

Reimbursement of Sub-recipient’s cost shall be based on reimbursement of actual expenditures for the program including direct and indirect expenditures.

Sub-recipient will also include with the invoice detailed supporting documentation including the children served, purpose, school district and required self-declaration application per child/family. WCDJFS requires supporting documentation for all program expenditures.

Eligibility is based on a household income at or below 200% of the Federal Poverty Level.

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

A. This grant is in the total amount of \$811,860.00

B. Payment will be made to Subgrantee on a cost-reimbursement basis. The total estimated cost shall be in accordance with the budget attached as **Exhibit A** and shall no exceed the amount provided in Article V-A, above. Subgrantee may bill Grantor monthly for reimbursement or disbursements for actual costs incurred in the performance of this Subgrant Agreement. Invoices shall be numbered, dates, reference this Subgrant Agreement, show the cost incurred by budget category (i.e., salaries, fringe benefits, equipment, travel, supplies, etc.) for the billing period and in cumulative amount to date. All invoices must be submitted to Warren County Job and Family Services, 416 S. East Street, Lebanon, OH 45036, ATTN: Fiscal Officer.

Grantor will make payments on all invoices submitted in accordance with the terms of this Subgrant Agreement. The final invoice, clearly marked “Final”, must be submitted within **30 days** of the expiration of this Subgrant Agreement. The final invoice shall include certification to the effect that “Payment of this invoice constitutes complete satisfaction of all of Grantor’s obligations under the reference Subgrant Agreement. Subgrantee releases and discharges Grantor from all further claims and obligations under this Subgrant Agreement upon payment of this final invoice.”

C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, and appropriations by the Warren County Board of County Commissioners. If, at any time, the Grantor Director determines that federal, state or local funds are insufficient to sustain existing or anticipated spending levels, the Grantor Director may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee, or other form of financial assistance as the Grantor Director determines appropriate. If the Ohio General Assembly, ODJFS, funding source external to the State of Ohio, such as federal funds, or the Warren County Board of County Commissioners fails at any time to continue funding Grantor for payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of Grantor or Warren County.

D. As subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to OMB Circulars A-110 (2 CFR 215), A-21 (2 CFR 220), A-122 (2 CFR 230), A-87 (2 CFR 225), A-102, as applicable under federal, state

and local laws, and A-133, as well as 45 CFR 74 and 45 CFR 92, as applicable to Subgrantee under federal, state and local laws, including but not limited to:

1. **Standards for financial management systems:** SUBGRANTEE and its subgrantee(s) will comply with the requirements of 45 CFR 74.21 and 45 CFR 92.20, 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 Availability of Funds:** Pursuant to 45 CFR 74.28 and 45 CFR 92.23, as applicable SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals of this Subgrant Agreement for the term specified in Article IV of this Subgrant Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
3. **Matching or Cost Sharing:** Pursuant to 45 CFR 74.23 and 45 CFR 92.24, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
4. **Program Income:** Program income must be used and accounted for as specified in 45 CFR 92.25.
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 92.31.
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 45 CFR 74.34 and 45 CFR 92.32, as applicable.
7. **Supplies:** Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 74.35, 92.33 and 7 CFR 3016.33, as applicable.

ARTICLE VI. RECORDS

- A. Subgrantee must maintain documentation conforming to all requirements prescribed by ODJFS or by federal, state and local laws. Subgrantee must prepare and maintain documentation to support all transactions and to permit the reconstruction of all transactions and the proper completion of all reports required by federal, state and local laws, and which substantiates compliance with all applicable federal, state and local laws.
- B. Records must include sufficient detail to disclose:
 - a. Services provided to program participants;
 - b. Administrative cost of services provided to program participants;
 - c. Charges made and payments received for items identified in paragraphs (B) (1) and (2) of this Article; and
 - d. Cost of operating the organizations, agencies, programs, activities, and functions.

- C. Subgrantee and its subgrantee(s) must maintain all records relevant to the administration of this subgrant for the period of three (3) years.

ARTICLE VII. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB Circular A-133, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 45 CFR 74.26 and 45 CFR 92.26, as applicable, and OMB Circular A-133, Subgrantee must ensure that it has an audit with a scope as provided in OMB Circular A-133, Subpart E,.500, that covers funds received under this agreement. Subgrantee must send one (1) copy of the final audit report to Grantor at Warren County Job and Family Services, 416 S. East Street, Lebanon, OH 45036 within two (2) weeks of Subgrantee's receipt of any such audit.
- B. Subgrantee will take prompt action to correct problems identified in an audit.

ARTICLE VIII. 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 Grantor's Director and an authorized officer or employee of the Subgrantee. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.
 2. Either party may terminate after giving ninety (90) days written notice of termination to the other party 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 party.
 3. Grantor may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by ODJFS, or illegal conduct by Grantee affecting the operation of the Subgrant Agreement.
- B. Notwithstanding the provisions of ARTICLE VIII, Section A, Grantor may suspend or terminate this Subgrant Agreement immediately upon delivery of a written notice to Grantee, if Grantor loses funding or discovers any illegal conduct on the part of the Subgrantee.
- C. If Subgrantee or any of its subgrantee(s) materially fails to comply with any term of the award, a federal, state and local laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, Grantor may take any or all of the following actions it deems 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 any additional remedies listed elsewhere in this Subgrant Agreement.
- D. Subgrantee, upon receipt of a notice of suspension or termination, will do 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 Grantor, 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 task that Grantor requires.
- E. Upon breach or default by Grantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, Grantor will retain the right to exercise and Administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Grantor of any occurrence of breach or default is not a waiver of subsequent occurrences. If Grantor or Grantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, 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 IX. NOTICES

- A. Notices to Grantor for Subgrantee that concern termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the Director of Grantor at 416 South East Street, Lebanon, OH 45036. Notices to Grantor from Subgrantee that concern this award will be sent to the Director of Grantor at same above address.
- B. Notices to the Subgrantee from Grantor concerning any and all matters regarding this Subgrant Agreement will be sent to 1879 Deerfield Road, Lebanon, OH 45036.
- C. All notices in accordance with Section A of this Article IX. Will be in writing and will be deemed given when received. All notices may be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE X. AMENDMENT

This document constitutes the entire agreement between Grantor and Subgrantee with respect to all matters herein. Except as provided in Article XI below, only a document signed by both parties may amend this a Subgrant Agreement. Both Grantor and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative medication of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

ARTICLE XI. ADDENDUM

Grantor may elect to provide information concerning this Subgrant agreement in and addendum hereto. Any addenda to this Subgrant agreement will not need to be signed. Any claim on or draw of monies following the receipt of the addendum will constitute acceptance of the terms and conditions contained in the addendum. Subsequently, Grantor ma modify any addendum by mailing a modified version to Subgrantee. Any claim on or draw of the modified addendum will constitute acceptance of the terms and conditions contained in the modified addendum.

ARTICLE XII. SUBGRANTS

- A. Subgrantee must perform all duties contemplated by this Subgrant Agreement. None of Subgrantee's duties or actions pursuant to this Subgrant Agreement may be subcontracted, nor shall this Subgrant Agreement be assigned, or any subawards made by Subgrantee, without the prior express written authorization of Grantor.

1. Any subgrants made by Subgrantee to unit of local government, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 92.37 and will impose upon any subgrantee(s) the requirements of 45 CFR Part 74 and 45 CFR Part 92, as applicable, as well as federal, state, and local law. Any award of a subgrant to another entity shall be made by means of 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 section 5101.21 of the revised code.
2. **Debarment and Suspension:** As provided in 45 CFR 74.13 and 45 CFR 92.35, as applicable, Subgrantee and its subgrantees 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.
3. **Procurement:** While Subgrantee and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal, state, and local laws, including, as applicable 45 CFR 92.36 and 45 CFR 74.40 through 45 CFR 74.48. 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 Subgrantee's subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 92.40. If Subgrantee discovers that subgrant funding has not been used in accordance with federal, state, and local laws, Subgrantee must take action to recover such funding.
5. **Duties as Pass-through Entity:** Subgrantee must perform those functions required under federal, state and local laws as a subrecipient of Subgrantee under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE XIII. 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 ensure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, gender, or national origin.
12. The Sub-recipient shall, in all of Sub-recipient's solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
13. The Sub-recipient shall comply with provisions of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by the Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 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.

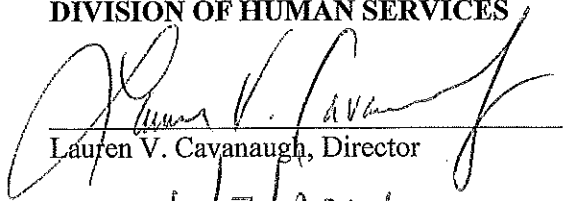
ARTICLE XIV. MISCELLANEOUS PROVISIONS

- A. **Limitations of Liability:** To the extent permitted by law, Grantor agrees to be responsible for any liability directly relating to any and all acts of negligence by Grantor. 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 either party be liable for any indirect or consequential damages, even if Grantor 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 operations 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 provisions 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 Grantor to Subgrantee 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, ODJFS, Grantor, or any of the officers or employees of the State of Ohio, ODJFS or Grantor.

ARTICLE XV. 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

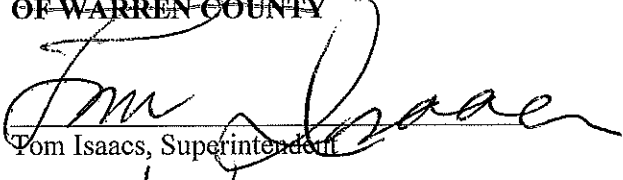


Lauren V. Cavanaugh, Director

6/7/2021

Date

Educational Service Center
~~ABUSE & RAPE CRISIS SHELTER~~
OF WARREN COUNTY

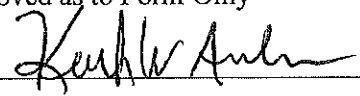


Tom Isaacs, Superintendent

6/10/2021

Date

WARREN COUNTY PROSECUTOR
Approved as to Form Only

By: 

BOARD OF WARREN COUNTY
COMMISSIONERS

David G. Young, President

Tom Grossmann, Vice President

Shannon Jones, Member

Date

Thirteen (13) Resource Coordinators Scenario: (Add one additional R.C at Mason City Schools)

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 (13) 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 (2) and WCESC Social Communications/Wellness Center (1).
2. **Fringe Benefits:** Benefits include medical, dental, life, worker's comp, Medicare, and Retirement (STRS).
3. **Administrative Costs:** Administrative Costs for the ESC are calculated, not to exceed the rate approved In the ODE Indirect Cost Application, which fiscal related expenses.

1. Budget Summary

Exhibit A

Category	Cost
Salary/Benefits	\$786,000.00 13 FTE RC's + .5 Admin Assistant
	Cost of Living plus step movement avg 5%
	Medical 10% increase
	Three open positions estimated at step 7 with emp+ insurance. Two of the employees in these positions did not elect insurance FY21. This is a \$30k difference. The third position is new for Mason City Schools.
Administrative 3.29% (Increase from FY21 of 2.01%)	\$ 25,860.00
Total Costs	\$811,860.00
Revenue	
Current TANF	\$674,599.00
Total Revenue	\$674,599.00
Additional TANF requested	\$137,261.00

Adding an additional Resource Coordinator for Mason City Schools will cost approximately \$60,000.00 plus \$1,974.00 (3.29% fiscal fee) for a total of \$61,974.00.

Resolution

Number 21-0885

Adopted Date June 29, 2021

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO CLASSROOM TRAINING AGREEMENTS ON BEHALF OF OHIO MEANS JOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into Classroom Training Agreement with the following educational institutions, as attached hereto and made part hereof:

Butler Technology and Career Development Center
640 Hamilton Lebanon Road
Monroe, OH 45050

Max Technical Training
4900 Parkway Drive
Mason, Ohio 45040

Napier Truck Driver Training
3113 Dixie Highway
Hamilton, OH 45015

Kable Academy
2900 Reading Road
Cincinnati, OH 45206

Great Oaks Career Development Campuses
110 Great Oaks Drive
Cincinnati, OH 45241

Dental Assistant Pro
767 Columbus Avenue
Lebanon, OH 45036

Breakthrough Performance Group
6693 Liberty Park Drive
Liberty Township, OH 45044

Elite Welding Academy
9740 Near Drive
Cincinnati, OH 45246

National Education Seminars, Inc
DBA Hondros College of Nursing
7592 Tyler's Place Boulevard
West Chester, Ohio 45069


Sinclair Community College
444 West Third Street
Dayton, OH 45402

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – OhioMeansJobs
OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Butler Technology and Career Development Schools, 640 Hamilton Lebanon Road, Monroe, Ohio 45050**, hereinafter referred to as "Contractor".

Purpose:

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

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2022. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.

9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.
10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

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

General Provisions:

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

Assurances and Certifications:

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

Signature Page

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

Warren County Board of Commissioners

David G. Young, President

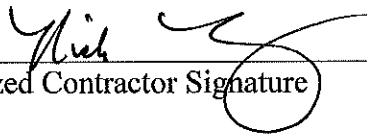


6.29.21

Date

Contractor

Authorized Contractor Signature



6/22/21

Date

NICK LINBERG

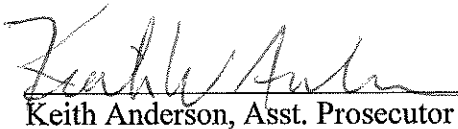
Typed Name of Authorized Contractor

6/22/21

Date

Approved as to form:

Keith Anderson, Asst. Prosecutor



6-23-2021

Date

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Napier Truck Driver Training, 3113 Dixie Highway, Hamilton, Ohio 45015**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as tractor trailer truck driver training.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2022. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

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

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

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

Responsibilities of OMJWC:

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

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services

under this Agreement, the modification shall be signed by both parties before the change becomes effective.

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

Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.

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

Signature Page

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

Warren County Board of Commissioners

David G. Young, President

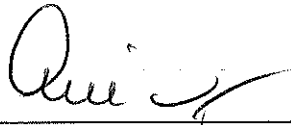


6.29.21

Date

Contractor

Authorized Contractor Signature



6/22/21

Date

Aimee Napier

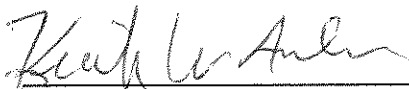
Typed Name of Authorized Contractor

6/22/21

Date

Approved as to form:

Keith Anderson, Asst. Prosecutor



6-23-2021

Date

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Great Oaks Career Development Campuses, 110 Great Oaks Dr, Cincinnati, Ohio 45241**, hereinafter referred to as “Contractor”.

Purpose:

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

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2022. The Contractor understands that this Agreement is contingent upon the OMJWC’s receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

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

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

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

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

Responsibilities of OMJWC:

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

General Provisions:

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

Assurances and Certifications:

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

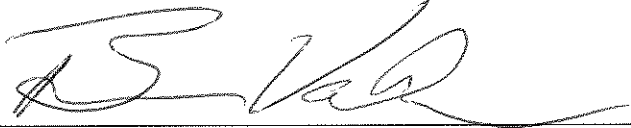
Signature Page

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

Warren County Board of Commissioners

David G. Young, President  6-29-21
Date

Contractor


Authorized Contractor Signature 06-23-2021
Date

Ben Vanhorn
Typed Name of Authorized Contractor 06-23-2021
Date

Approved as to form:


Keith Anderson, Asst. Prosecutor 6-24-21
Date

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Breakthrough Performance Group, 6693 Liberty Park Drive, Liberty Township, Ohio 45044**, hereinafter referred to as "Contractor".

Purpose:

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

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2022. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

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

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

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

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

Responsibilities of OMJWC:

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

General Provisions:

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

Assurances and Certifications:

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

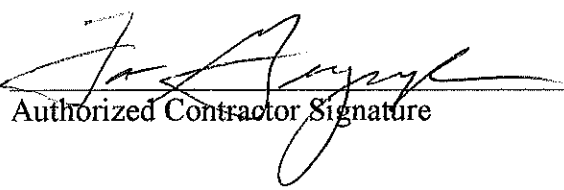
Signature Page

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

Warren County Board of Commissioners

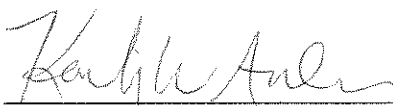
David G. Young President  6.29.21
Date

Contractor

_____
Authorized Contractor Signature 6/22/21
Date

TASOS GEORGOPOULOS
Typed Name of Authorized Contractor 6/22/21
Date

Approved as to form:

_____
Keith Anderson, Asst. Prosecutor 6-24-2021
Date

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Hondros College of Nursing, 7592 Tyler's Place Boulevard, West Chester, Ohio 45069**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as tractor trailer truck driver training.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2022. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

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

require immediate dismissal as per Contractor written policies in the course catalog.

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

Responsibilities of OMJWC:

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

General Provisions:

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

Assurances and Certifications:

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

Signature Page

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

Warren County Board of Commissioners


David G. Young, President



6.29.21
Date

Contractor

Authorized Contractor Signature



6/22/2021
Date

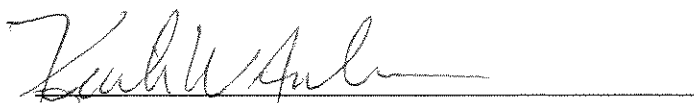
Typed Name of Authorized Contractor

Scott Stiver

6/22/2021
Date

Approved as to form:

Keith Anderson, Asst. Prosecutor



6-23-2021
Date

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Max Technical Training, 4900 Parkway Drive, Mason, Ohio 45040**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the contractor may provide occupational skills training such as welding technologies and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2022. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

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

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

Responsibilities of OMJWC:

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

General Provisions:

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

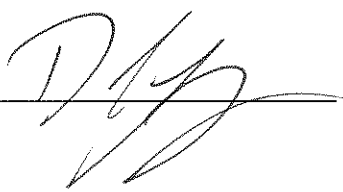
Assurances and Certifications:

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

Signature Page

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

Warren County Board of Commissioners

David G. Young, President  6.29.21
Date

Contractor



Authorized Contractor Signature 6/22/2021
Date

Travis Miller
Typed Name of Authorized Contractor 6/22/2021
Date

Approved as to form:



Keith Anderson, Asst. Prosecutor 6-23-2021
Date

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Kable Academy, 2900 Reading Road, Cincinnati, Ohio 45206**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the contractor may provide occupational skills training such as welding technologies and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2022. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

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

require immediate dismissal as per Contractor written policies in the course catalog.

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

Responsibilities of OMJWC:

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

General Provisions:

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

Assurances and Certifications:

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

Signature Page

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

Warren County Board of Commissioners

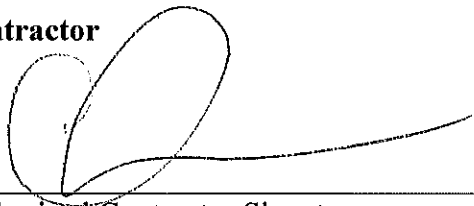
David G. Young, President



6.29.21
Date

Contractor

Authorized Contractor Signature



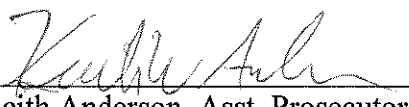
06/22/21
Date

CHRIS ELLISON
Typed Name of Authorized Contractor

06/22/21
Date

Approved as to form:

Keith Anderson, Asst. Prosecutor



6-23-2021
Date

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Dental Assistant Pro, 767 Columbus Avenue, Lebanon, Ohio 45036**, hereinafter referred to as "Contractor".

Purpose:

This agreement is entered into in order that the Contractor may provide occupational trainings such as Dental Assistant Training and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2022. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

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

require immediate dismissal as per Contractor written policies in the course catalog.

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

Responsibilities of OMJWC:

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

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change

causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.

2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed

Assurances and Certifications:

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

Signature Page

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

Warren County Board of Commissioners

David G. Young, President

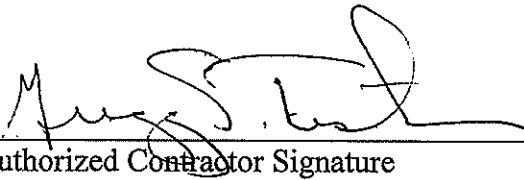


6.29.21

Date

Contractor

Authorized Contractor Signature



6/23/2021

Date

TYPED NAME OF AUTHORIZED CONTRACTOR

GREGG L. TESTERMAN

6/23/2021

Date

Approved as to form:

Keith Anderson, Asst. Prosecutor



6-23-2021

Date

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Elite Welding Academy, 9740 Near Drive, Cincinnati, Ohio 45246**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the contractor may provide occupational skills training such as welding technologies and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2022. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

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

require immediate dismissal as per Contractor written policies in the course catalog.

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

Responsibilities of OMJWC:

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

General Provisions:

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

Assurances and Certifications:

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

Signature Page

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

Warren County Board of Commissioners

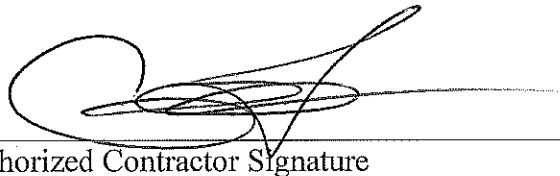
David G. Young, President



6.29.21
Date

Contractor

Authorized Contractor Signature



6/22/2021
Date

Genois Thomas, Executive Director
Typed Name of Authorized Contractor

Date

Approved as to form:

Keith Anderson, Asst. Prosecutor



6-23-2021
Date

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Sinclair Community College, 444 West Third Street, Dayton, Ohio 45402**, hereinafter referred to as “Contractor”.

Purpose:

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

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 31, 2022. The Contractor understands that this Agreement is contingent upon the OMJWC’s receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

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

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

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

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

Responsibilities of OMJWC:

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

General Provisions:

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

Assurances and Certifications:

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

Signature Page

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

Warren County Board of Commissioners

David G. Young, President



6-29-21

Date

Contractor

Authorized Contractor Signature



6-23-2021

Date

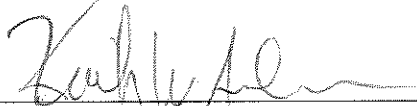
Sinclair Community College
By: Paul Murphy, Director of Business Services

Typed Name of Authorized Contractor

Date

Approved as to form:

Keith Anderson, Asst. Prosecutor



6-24-21

Date

Resolution

Number 21-0886

Adopted Date June 29, 2021

APPROVE COMBINED REGIONAL AND LOCAL PLAN BEHALF OF THE LOCAL AREA 12
WORKFORCE DEVELOPMENT BOARD (WDB)

WHEREAS, the Chief Elected Officials of Ohio's local workforce development area, which includes Butler, Clermont & Warren Counties, designated Warren County as the local area's Fiscal Agent; and

WHEREAS, the Fiscal Agent received Workforce Investment and Opportunity Act (WIOA) funds on behalf of the area's Chief Elected Officials on 06/18/2019; and

WHEREAS, according to WIOA, area Workforce Development Boards are required to update their regional and local plans every four years; the last one completed in 2017. Area 13 (Hamilton County) and Area 12 (Butler, Clermont, and Warren County) encompass the region for the regional portion of the plan; and

WHEREAS, regional and local plans help guide WDB's to set goals and objectives to meet the needs of area employers and jobseekers; and

WHEREAS, the Workforce Development Board, WDB, recommends approval of the Combined Regional and Local Plan sent to the State of Ohio on June 21, 2021. Area 13 created and submitted the Regional Plan along with Area 13 Local plan and required signatures and Area 12 Local Plan with Board Chair signature along with a memo explaining delay in Commissioners signatures; and

NOW THEREFORE BE IT RESOLVED that the Board of Warren County Commissioners does hereby ratify and approve the Combined Regional and Local Plans as submitted and authorize Shannon Jones to sign as representation of Warren County, Ohio. A copy of the Combined Regional and Local plan as well as the signature page are attached hereto and made a part hereof.

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

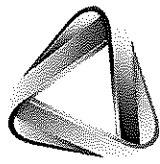
Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Workforce Investment Board (file)



BCW|Workforce

Ohio
MEANS
Jobs.

Butler County
Clermont County
Warren County

A proud partner of the American **JobCenter** network

WORKFORCE INNOVATION AND OPPORTUNITY ACT

LOCAL PLAN ADDENDUM

FOR AREA 12

A PART OF THE SOUTHWEST OHIO REGION

Area 12 includes: Butler, Clermont, and Warren Counties

Program Years 2021-2024
July 1, 2021 – June 30, 2025

May 17, 2021

SOUTHWEST OHIO WIOA REGION – LOCAL PLAN ADDENDUM – AREA 12

TABLE OF CONTENTS

A.	Introduction and Overview	1
B.	Description of the Local Workforce Development System	2
1.	Local Area Workforce Development System	2
2.	OhioMeansJobs Delivery System	5
3.	Adult and Dislocated Worker Activities	9
4.	Comprehensive Case Management Employment Program	11
5.	Coordination and Service Delivery	11
6.	Cooperative Agreements	12
7.	Fiscal Agent	12
8.	Competitive Procurement	12
9.	High-Performing Board Activities	12
10.	Integrated Services	13
C.	Considerations for Program Years 2021 - 24	14

Attachments: Assurances and Certifications

A. Introduction and Overview

In accordance with the requirements of the Workforce Innovation and Opportunity Act (WIOA) of 2014 and guidance published by Ohio Department of Jobs and Family Services, the Workforce Development Board of Butler|Clermont|Warren (WIBBCW) has developed this four-year Local Plan Addendum to the Southern Ohio Region Strategic Plan, which covers program years 2021-24. Upon approval by state officials representing the Governor, this Local Plan Addendum to the Region Strategic plan will be effective from July 1, 2021 through June 30, 2025. This plan replaces the WIBBCW PY 2017-20 Local Plan Addendum. While this PY 2021-24 Plan Addendum carries forward some of the strategies that have made local services effective and programs successful, it expresses the intention of WIBBCW to examine and embrace opportunities for improvement over the four-year life of the plan.

Local Area: The BCW|Workforce is Ohio’s 12th Local Workforce Development Area (LWDA 12) and includes Butler, Clermont, and Warren Counties. BCW|Workforce is the administrative and operations entity of the Workforce Investment Board of Butler|Clermont|Warren (WIBBCW).

Local Board: The Workforce Development Board of Butler|Clermont|Warren (WIBBCW) is a tri-county regional organization that provides strategic and operational oversight of its local workforce development area. The WIBBCW sets the vision, policy direction, and performance expectations for the area’s workforce development system.

The 17-member workforce development board include leaders from business, workforce organizations, labor, community-based organizations, government, economic development, youth, and education and training. Members are selected by, and work in partnership with the designated Commissioners from Butler, Clermont and Warren counties, who serve as the workforce area’s Chief Elected Officials (CEO)¹.

Through its governance of the BCW|Workforce Area’s programs, partners and providers, with direct services delivered through its *OhioMeansJobs* (OMJ) One-Stop Centers for Employment & Career Solutions, the Workforce Investment Board of Butler|Clermont|Warren helps the State of Ohio achieve its strategic and operational vision and goals, and maximizes and continuously improves the quality of services, customer satisfaction, and effectiveness of the services provided.

¹ Per section 3(9) of WIOA

SOUTHWEST OHIO WIOA REGION – LOCAL PLAN ADDENDUM – AREA 12

Commitment and Focus: To communicate its commitment to meeting the diverse workforce needs of the three-county area, the board developed the following statements of purpose:

- ❖ The mission of the BCW|Workforce is to serve the workforce needs of employers by connecting them with quality employees.
- ❖ The vision of the BCW|Workforce is to be a valued and respected leader in the provision of workforce resources and solutions.
- ❖ The role of the BCW|Workforce is to set the vision, policy direction, and performance expectations for the OhioMeansJobs workforce development system in Butler, Clermont, and Warren County.

In addition, the WIBBCW board of directors has adopted the following guiding principles to support the achievement of its goals and to carry out its mission:

- Meet the workforce needs of the area's businesses and employers
- Operate as a single area, within a regional entity
- Implement innovative workforce solutions
- Align partners proven to build a strong workforce
- Continuously improve resident's education and training options
- Deliver services with professionalism, honesty, solutions and integrity
- Ensure the continuous engagement and cross-communication of partners
- Regularly advocate, inform and update the area about workforce issues
- Earn and maintain the reputation of being a resourceful and responsive partner

B. Description of the Local Workforce Development System

1. The workforce development system in the local area that identifies:

a. The programs that are included in the system.

The OMJ One-Stop Centers are the hub of activities and services for the businesses, employers, workforce residents, and job seekers in the local area. The BCW|Workforce Area's OMJ One-Stops provide access to the following programs and services as a part of the area's comprehensive workforce development delivery system:

Department of Labor Programs

- Adult (WIOA title I)
- Dislocated Worker (WIOA title I)
- Youth (WIOA title I)
- Indian and Native American Programs (WIOA title I)
- Migrant and Seasonal Farmworker Programs (WIOA title I)
- Job Corps (WIOA title I)
- Senior Community Service Employment Program (title V of the Older Americans Act of 1965)
- Trade Adjustment Assistance activities (Trade Act of 1974, as amended)
- Jobs for Veterans State Grants (Chapter 41 of title 38)
- Unemployment Compensation programs
- Wagner-Peyser Act Employment Services, as authorized under the Wagner-Peyser Act, as amended by WIOA title III
- Reentry Employment Opportunities (REO) program (formerly referred to as the Reintegration of Ex-Offenders (ReXO) program) (Section 212 of the Second Chance Act of 2007 and WIOA sec. 169)

Department of Education Programs

- Adult Education and Family Literacy Act (AEFLA) program administered by Education Department (ED) under WIOA title II
- Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006
- State VR program, authorized under title I of the Rehabilitation Act of 1973, as amended by WIOA title IV

Department of Health and Human Services Programs

- Programs authorized under the Social Security Act title IV, part A (TANF)
- Community Services Block Grant Employment and Training activities (Community Services Block Grant Act)

Department of Housing and Urban Development (HUD) Employment and Training Programs

SOUTHWEST OHIO WIOA REGION – LOCAL PLAN ADDENDUM – AREA 12

Also:

- Supplemental Nutrition Assistance Program (SNAP) Employment and Training Programs
- Work programs authorized under section 6(o) of the Food and Nutrition Act of 2008 (7 USC 2015(o))

As described under item 2.e, below, these programs are provided by a variety of organizations that operate out of the OhioMeansJobs (OMJ) Centers located in Butler, Clermont, and Warren Counties.

b. Location of the OhioMeansJobs One-Stop centers in the local workforce development area.

The three-county BCW|Workforce area is served by three OMJ One-Stop Centers and partner locations. Of the three centers, there is a comprehensive one-stop (OMJ|Butler) and two affiliate centers (OMJ|Clermont and OMJ|Warren).

OhioMeansJobs – Butler County

4631 Dixie Highway (Route 4)

Fairfield, OH 45014

BCWorkforce.com/butler

Hours of operation: 8:00AM – 4:30PM Monday-Friday

OhioMeansJobs – Clermont County

2400 Clermont Center Dr,

Batavia, OH 45103

BCWorkforce.com/clermont

Hours of operation: 8:00AM – 4:30PM Monday-Friday

OhioMeansJobs – Warren County

300 E Silver St # 5

Lebanon, OH 45036

BCWorkforce.com/warren

Hours of operation: 8:00AM – 4:30PM Monday-Friday

The BCW|Workforce is also developing its website, BCWorkforce.com as a virtual hub for comprehensive and affiliate employment and career services.

Additionally, the area's One-Stop system continues to expand its alliance with the area's network of libraries (SWON: Southwest Ohio Network), as access points for OMJ employment and career services. These sites make one or more of the one-stop partners' programs, services, and activities available to job seekers and employers. SWON serves all library staff in southwest Ohio, with supporting members in northern Kentucky.

SOUTHWEST OHIO WIOA REGION – LOCAL PLAN ADDENDUM – AREA 12

2. An explanation of the OhioMeansJobs delivery system in the local area:

a. How the local board will ensure the continuous improvement of eligible providers of services through the system and that such providers will meet the employment needs of local employers, workers, and jobseekers.

The BCW|Workforce Area's One-Stop system of programs, partners and service providers is coordinated by the OMJ One-Stop System Operators, the OMJ | BCW Consortium of Counties, led by Butler County Department of Children and Families. The Operator is the entity selected and certified by the BCW|Workforce to operate OhioMeansJobs Centers and coordinate the activities of the local program partners and service providers.

The Operator is selected to coordinate the service delivery of the area's partners and service providers, to ensure that critical work functions are covered and that resource rooms are adequately staffed and responsive to the needs of the area's employers, workers, and job seekers. The Operator manages the interface among partners and resolves inter-partner and administrative issues that may arise within the OMJ One-Stop Centers, thereby maintaining an efficient, customer-focused, and productive work environment.

BCW|Workforce governance ensures the continuous improvement of its services and providers through annual performance requirements for its competitively procured OMJ One-Stop System Operator and Career Service Providers. It monitors these standards on an ongoing basis throughout each program year and takes corrective actions, including providing guidance and technical assistance and/or terminating contracts to ensure that requirements are met.

Each One-Stop Center's Career Advisors (or Career Service Providers) are responsible for direct customer services including, but not limited to, job readiness workshops, career exploration, skills assessment, occupational skills training programs, case management, job referrals, job placement, and follow-up services. Additionally, they address customers' supportive service needs, including referrals to mitigate a host of barriers that may impact a resident's ability to become (or remain) employed.

The area's OMJ One-Stops are certified every three years by the BCW|Workforce area's Board of Directors, to ensure that they meet established and additional criteria and standards, with bi-annual reviews and updates to assess how the One-Stops meet the expectations for seamless, customer-focused employment, training, and related services that help individuals overcome barriers to employment and job retention.

OMJ One-Stop Career Advisors can also enhance their knowledge and skills through the State's recently created OhioMeansJobs University (OMJCU). OMJCU provides high-quality, accessible training and professional development opportunities to support Ohio's vision of developing its workforce, providing diverse training tracks based on staff levels of responsibility (i.e.: front line, management and executive staff).

SOUTHWEST OHIO WIOA REGION – LOCAL PLAN ADDENDUM – AREA 12

BCW|Workforce governance will ensure the continuous improvement of its services through annual performance requirements for its competitively procured OMJ One-Stop System Operator and Career Service Providers. It monitors these standards on an ongoing basis throughout each program year and takes corrective actions, including providing guidance and technical assistance and/or terminating contracts to ensure that requirements are met.

The BCW|Workforce Area's OMJ One-Stops are certified every three years by its Board of Directors, the Workforce Investment Board of Butler|Clermont|Warren (WIBBCW), to ensure that they meet established and additional criteria and standards, with bi-annual reviews and updates to assess how the One-Stops meet the expectations for seamless, customer-focused employment, training, and related services that help individuals overcome barriers to employment and job retention.

As part of its workforce strategies, the BCW|Workforce regularly explores how it can better monitor the outcomes of its education and training providers. For example, on an annual basis, the Board's Education & Training Ad Hoc Committee will check the results of each provider to determine its: (1) completion rates; (2) placement rates; and (3) retention rates. The board may consider implementing performance standards for education and training providers as well as establish policies to remove organizations from the approved eligible training provider list if performance requirements are not consistently met.

b. How the local board will facilitate access to services provided through the OhioMeansJobs delivery system through the use of technology and other means.

Through the Workforce Investment Board of Butler|Clermont|Warren (WIBBCW), the BCW|Workforce continues to improve employer and workforce resident's engagement and experience through branding, graphics, and analytics, including:

Social Media. Especially during the 2020-2021 height of the COVID-19 pandemic, the BCW|Workforce has seen how social media helped the OMJ One-Stop's Career Advisors, partners, and service providers stay connected with existing customers, and inform, engage and serve workforce residents and new customers. BCW|Workforce.com, LinkedIn, Twitter, and Facebook have kept job seekers and businesses up-to-date about workshops, hiring events, success stories, "hot jobs", and labor market trends.

On-line Access. The BCW|Workforce is encouraging its partners and providers to use the robust array of on-line tools and services that are continuously being developed, updated and/or customized by BCW|Workforce.com and ohiomeansjobs.com, which help job seekers find work and businesses hire employees. Additionally, the BCW|Workforce is aligning with the state's Office of Workforce Development (OWD) as it implements a new case management tool to further integrate the way partners, service providers, businesses, employers, workforce residents, and job seekers are registered and oriented

SOUTHWEST OHIO WIOA REGION – LOCAL PLAN ADDENDUM – AREA 12

for OMJ One-Stop Employment and Career Services, whether they occur in a physical location or virtually.

- c. How entities within the OhioMeansJobs delivery system, including OhioMeansJobs center operators and partners, will comply with section 188 of WIOA, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 regarding the physical and programmatic accessibility of facilities, programs and services, technology, and materials for individuals with disabilities, including providing staff training and support for addressing the needs of individuals with disabilities.**

The board's new Workforce & Wellness Committee oversees the area's three OMJ One-Stop Centers to ensure that workforce residents and businesses can conveniently access services that accommodate their unique circumstances. This includes ensuring that our website, BCWWorkforce.com, allows end-users to access employment and training services that accommodate various abilities.

Annually, the BCW|Workforce completes an Americans with Disabilities Act (ADA) checklist, as a part of its One-Stop System Certification process. The BCW|Workforce will ensure the ongoing training of OMJ staff members and partner personnel regarding services that accommodate individuals with various abilities. It provides assistive technology and regularly monitors activities and facilities to ensure accessibility. Any procured providers, including the OMJ One-Stop System Operator, the physical One-Stop Centers, the One-Stop Career Service Providers, and/or CCMEP (Youth) activities must comply with all ADA requirements.

- d. How the local board will coordinate with the regional JobsOhio.**

The BCW|Workforce actively collaborates with its JobsOhio Regional Partner, REDI Cincinnati, who represents the counties of Southwest Ohio. The BCW|Workforce and REDI Cincinnati collaborate on talent management initiatives, as well as more comprehensive approaches to meet the workforce development needs of our region's businesses, such as identifying emerging occupations, new certification requirements, and/or alternative training methodologies.

The BCW|Workforce Executive Director participates in regional JobsOhio meetings and events, and a representative from REDI Cincinnati is invited to BCW|Workforce Board committees and meetings.

- e. The roles and resource contributions of the OhioMeansJobs center partners.**

Section 121(b) of WIOA identifies the required and additional one stop partner programs,

A program becomes a one-stop partner when it begins carrying out the program or activity in a local area. If a partner is not carrying out its program or activities in the local area, one-stop partner requirements are not applicable. A critical requirement that a one-stop partner must satisfy is signing the local Memorandum of Understanding (MOU).

SOUTHWEST OHIO WIOA REGION – LOCAL PLAN ADDENDUM – AREA 12

The MOU describes the services provided to employer and workforce residents, infrastructure and additional costs and contributions, the duration of the agreement, and other elements described in WIOA.

The chart below identifies the required one-stop partners, the WIOA program(s) they deliver and the services available through that program.

Partner	Programs/Roles	Services/Contributions
OMJ BCW Consortium of Counties	Adult Resident (WIOA title I)	The Butler County Dept. of Job and Family Services, Clermont County Dept. of Job and Family Services, and Warren County Economic Development (WCED) align as the OMJ One-Stop Operator in each of their respective counties to deliver Workforce Innovation and Opportunity Act (WIOA) services. WIOA establishes a physical and virtual one-stop delivery system that enables employers and job seekers to easily access the broad array of workforce development programs and services from system partners. It also offers career exploration and counseling, skills and aptitude assessments, as well as work-based training opportunities through on-the-job training, internships, and paid and unpaid work experiences.
	Dislocated Worker (WIOA title I)	
The Butler County Dept. of Job and Family Services (BDJFS), Clermont County Dept. of Job and Family Services (CDJFS), and Warren County Dept. of Job and Family Services	Ticket-to-Work (TTW)	Ticket-to-Work (TTW) is a free and voluntary program that helps Social Security beneficiaries go to work, get a good job that may lead to a career, and become financially independent, while they keep their Medicare or Medicaid.
Easter Seals	Youth (WIOA Title I)	Comprehensive Case Management Employment Program (CCMEP) helps the “emerging workforce” prepare for and connect with retainable

SOUTHWEST OHIO WIOA REGION – LOCAL PLAN ADDENDUM – AREA 12

Partner	Programs/Roles	Services/Contributions
		employment opportunities for Ohio's economic development and resident stability and self-sufficiency.
Cincinnati JobCorps Center	Youth Build. This community-based pre-apprenticeship program provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.	Temporary Assistance for Needy Families (TANF) provides families with financial assistance and related support services, including childcare assistance, job preparation, and work assistance.
		Job Corps is a residential career training program helps eligible residents, aged 16-24, complete high school training for credentialed, stable, and self-sufficient career paths.
YouthBuild		YouthBuild
Ohio's Office of Workforce Development (OWD) Wagner-Peyser Veteran Representatives	Wagner-Peyser Act Employment Services (WIOA title III) TAA Veterans Employment UC	Wagner-Peyser (W-P) provides a variety of universal employment-related labor exchange services such as job search, job referral, job placement, labor market information, and re-employment assistance to unemployment compensation claimants and others.
Trade Adjustment Assistance	Trade Adjustment Assistance (Trade Act of 1974, as amended)	TAA provides services to workers who lost their jobs due to foreign trade opportunities, to obtain the skills, resources, and support they need to become reemployed.
Veterans Employment and Training Services (VETS)	Jobs for Veterans State Grants (JVSG) (TEGL 19-13, TEGL 19-13 Change 1 and Change 2)	Veterans Employment and Training Services (VETS) to help veterans, reservists, and National Guard members secure employment. JVSG provides Disabled Veterans' Outreach Program (DVOP) specialists who provide key services to veterans with significant barriers to employment, and Local Veterans Employment

SOUTHWEST OHIO WIOA REGION – LOCAL PLAN ADDENDUM – AREA 12

Partner	Programs/Roles	Services/Contributions
		<p>Representatives (LVERs), who provide outreach to employers to help veterans achieve employment.</p> <p>JVSG participants must be co-enrolled with Wagner-Peyser Act Employment Services.</p>
<p>Ohio Unemployment Insurance Operations (OUIO)</p>	<p>Unemployment Insurance</p>	<p>OUIO serves individuals who have lost employment due to lack of suitable work and have earned sufficient wage credits for Unemployment Insurance (UI). The OMJ One-Stops provide reemployment services to UI claimants.</p>
<p>Warren County Career Center</p> <p>Hamilton City School District</p> <p>Great Oaks Vocational School</p> <p>Southern State Community College</p>	<p>AEFLA program (called ASPIRE in Ohio) administered by Education Department (ED) under WIOA title II</p>	<p>ASPIRE helps adults develop the basic skills they need to be productive workers, family members, and citizens, including reading, writing, math, English language proficiency, and problem-solving.</p> <p>ASPIRE services include General Equivalency Diploma (GED) and English as a Second Language (ESL).</p>
<p>Butler Technology & Career Development Schools</p> <p>Great Oaks Vocational School</p> <p>Warren County Career Center</p> <p>Cincinnati State Technical and Community College</p>	<p>Carl D. Perkins Career and Technical Education Act of 2006 Career and technical education programs at the postsecondary level</p>	

SOUTHWEST OHIO WIOA REGION – LOCAL PLAN ADDENDUM – AREA 12

Partner	Programs/Roles	Services/Contributions
<p>Sinclair Community College</p> <p>Southern State Community College</p>		
<p>Opportunities for Ohioans with Disabilities (OOD)</p>	<p>Ohio Vocational Rehabilitation (VR) program, under the Vocational Rehabilitation Act</p>	<p>Vocational Rehabilitation (VR) services assist residents to minimize functional, psychological, developmental, cognitive, and emotional impairments or health-related barriers, so residents can access, maintain or return to employment.</p>
<p>Mature Services Goodwill Easter Seals</p>	<p>Senior Community Service Employment Program (SCSEP) (title V of the Older Americans Act of 1965)</p>	<p>SCSEP assists low-income senior citizens, so they can earn and learn while working in local programs that serve their communities.</p>
<p>Jobs Plus Initiative Program (JPI)</p> <p>Supports to Encourage Low-income Families (SELF)</p>	<p>Department of Housing and Urban Development (HUD) Employment and Training Programs</p>	<p>Jobs Plus Initiative program develops locally-based, job-driven approaches to increase employment earnings and outcomes for residents of public housing.</p> <p>Supports to Encourage Low-Income Families (SELF) helps connect Butler County residents to employment and career pathways. find a path to live their dreams and better support their families in the future.</p> <p>SELF’s Mission: to enhance the quality of life for Butler County residents by impacting the causes of poverty and empowering individuals to achieve, sustain and advocate self-sufficiency. Provides housing solutions and delivers programs to help customers achieve self-sufficiency and economic independence.</p>

SOUTHWEST OHIO WIOA REGION – LOCAL PLAN ADDENDUM – AREA 12

Partner	Programs/Roles	Services/Contributions
Home Choice	Community Services Block Grant (CSBG)	<p>Home Choice uses a portion of Medicaid funding to assist residents in locating and maintaining safe, decent, affordable and accessible housing.</p> <p>Community Services Block Grant (CSBG). Programs offer supportive services and activities for low-income individuals, including employment and training opportunities to alleviate the causes and conditions of poverty in communities.</p>
Common Pleas Probation Legal Aid Lifepoint Solutions YWCA Pathways to Independence	Reentry Employment Opportunities (REO) (Section 212 of the Second Chance Act of 2007 and WIOA sec. 169)	Second Chance Act provides employment training and assistance, substance use treatment, education, housing, family programming, mentoring, victims support, and other services that make a person’s transition from prison or jail safer and more successful.
PathStone	<p>Migrant and seasonal farmworkers (MSFWs) (20 CFR 653)</p> <p>National Farmworker Jobs Program (NFJP) (20 CFR 685.110)</p>	<p>Career Services for eligible Adult and Youth (14-24) residents and agricultural employers</p> <p>Occupation Skills Training</p> <p>Supportive Services</p> <ul style="list-style-type: none"> • Housing Assistance • Barrier mitigation
	Supplemental Nutrition Assistance Program (SNAP) Employment & Training (E&T) Program.	Supplemental Nutrition Assistance Program (SNAP) Employment and Training (E&T) Program helps eligible participants gain skills and find work that moves them forward to self-sufficiency. Through SNAP E&T, SNAP participants have access to training and support services to help them enter or move up in the workforce.

SOUTHWEST OHIO WIOA REGION – LOCAL PLAN ADDENDUM – AREA 12

3. A description and assessment of the type and availability of adult and dislocated worker employment and training activities in the local area.

The BCW|Workforce provides a robust array of Adult and Dislocated Worker employment and training activities at each OMJ One-Stop, as well as through its virtual, partner, and service provider locations. Each individual is connected to the specific services that best meet their particular needs.

Overall, BCW|Workforce area Adult and Dislocated Worker workforce activities are provided under the broad categories of Basic Workforce Solutions, Employment & Career Development Assistance, Emerging Workforce (Youth) Solutions, and Business & Employer Solutions. Basic Workforce Solutions are available to any resident, while Employment & Career Development Assistance is available to residents who meet WIOA eligibility requirements.

The OMJ Centers offer a wide variety of services to assist customers with job preparation and job search. Resource rooms provide computers with Internet access, as well as printing, mailing, phone, and fax services during regular business hours. Further assistance is available through resume and cover letter development, mock interviewing, job postings, and job search tip sheets. Job seekers can meet with employers conducting on site interviews and also sign up for job readiness workshops. Specialized information is available on GED attainment, unemployment compensation, CCMEP youth programs, and career services for veterans, individuals 55 and over, and persons with disabilities.

Basic Workforce Solutions, or services available in the BCW|Workforce Development Area include:

- Information about services available through the OMJ Center and system partners
- Initial assessment of needs
- Referral to appropriate services
- Self-directed or staff-assisted job search
- Workshops, including resume writing, interviewing skills, and job search
- Information regarding:
 - Labor market
 - Training providers
 - Supportive services
 - Unemployment compensation
 - Financial aid
 - Relocation assistance

SOUTHWEST OHIO WIOA REGION – LOCAL PLAN ADDENDUM – AREA 12

Individualized Career Services available in Area 12 include:

- Eligibility determination
- Comprehensive assessment
- Development of an Individual Employment Plan (IEP) that identifies barriers and defines a customer's specific goals and pathway for their achievement
- Career counseling and planning
- Short-term prevocational services
- Internships and work experience
- Workforce preparation activities
- Financial literacy services
- Supportive services

Training Services available in Area 12 include:

- Occupational skills training using an Individual Training Account (ITA)
- On-the-job training (OJT)
- Customized training
- Job readiness training
- Workplace training
- Skills upgrading and retraining
- Pre-apprenticeship and apprenticeship
- Transitional jobs
- Incumbent worker training

The implementation of WIOA eliminated a specific sequence of services that was previously required under the WIA (core-intensive-training). An individual who is determined eligible and suitable for Adult or Dislocated Worker services does not have to participate in any type of career service activity prior to being enrolled into training services.

To be eligible for training, an individual must meet programmatic eligibility requirements and must also be identified as unlikely to obtain or retain self-sufficient employment or higher wages, need training to obtain or retain self-sufficient employment or higher wages, and have the skills and qualifications to participate in training (i.e., appropriateness and/or readiness for training).

SOUTHWEST OHIO WIOA REGION – LOCAL PLAN ADDENDUM – AREA 12

Training must be directly linked to an in-demand industry sector or occupation or to a sector that has a high potential for sustained demand or growth. Such training may be delivered via an ITA, training contract, or a combination of both. Training providers will be found through Ohio's Workforce Inventory of Education and Training (WIET), which establishes eligibility and provides information about training institutions and their programs.

The maximum expenditure for a short-term ITA (12 months or less) is \$6,500 and the maximum for a long-term ITA (greater than 12 months) is \$15,000. The maximum reimbursement rate to employers for a trainee's wages during on-the-job training is 50%. Depending on the circumstances, the BCW|Workforce will review One-Stop requests for policy and/or procedural exceptions.

- 4. A reference to the Comprehensive Case Management Employment Program (CCMEP) plan for each county within the local area. (This requirement is fulfilled if each county within the local workforce development area submitted the CCMEP county plan as required in rule 5101:14-1-03 of the Administrative Code.)**

The CCMEP plans for Butler, Clermont, and Warren Counties are submitted as required in rule 5101:14-1-03. The Lead Agencies for CCMEP in Butler County and Clermont County are the two CDJFS organizations. The Lead Agency for CCMEP in Warren County is OhioMeansJobs Warren County. Complete copies of each plan are available upon request.

The BCW|Workforce continues to contract with Easter Seals to provide WIOA-funded CCMEP services for the BCW|Workforce Area.

SOUTHWEST OHIO WIOA REGION – LOCAL PLAN ADDENDUM – AREA 12

- 5. How the local board, in coordination with the OhioMeansJobs center operator, maximizes coordination, improves service delivery, and avoids duplication of Wagner-Peyser Act services and other services provided through the OhioMeansJobs delivery system.**

As discussed in the response to item 1.b, above, the BCW|Workforce has OMJ Centers in each of its three counties.

Under WIOA, the BCW|Workforce is continuously working to improve upon its silo structure. Specifically, the Board competitively procures a single OMJ One-Stop Center Operator, responsible for leading and coordinating workforce services on an area-wide basis. It will be responsible for ensuring that all the Centers use the same processes, procedures, and forms; promoting consistency and enhancing customer satisfaction. It will also coordinate staff and systems to avoid duplication of services.

Under this model, Wagner-Peyser staff provides universal employment services for all job seekers who are legally entitled to work in the United States. Such assistance includes, but will not be limited to job search, labor market information, and job referral activities. Personnel will be co-located in the OMJ Centers to improve access to services for customers and provide greater economies of scale for the Board.

The OMJ Center Operator utilize Wagner-Peyser staff along with other partner personnel to provide job readiness workshops on topics such as completing job applications, preparing resumes, and interviewing for jobs. The Operator engages Wagner-Peyser employees as a part of a Business Services Team that helps employers in filling job openings as well as with Rapid Response and layoff aversion.

- 6. The executed cooperative agreements which define how service providers will carry out the requirements for integration of and access to the entire set of services available in the local OhioMeansJobs system.**

The BCW|Workforce uses the State's MOU template for Area 12 workforce activities. It outlines the roles and responsibilities of the OMJ Center parties and describes how the partners will share services and costs in the operation of the local workforce development system.

- 7. Identification of the fiscal agent.**

Per the current Intergovernmental Agreement for Area 12, the Warren County Board of Commissioners serves as the fiscal agent and BCW|Workforce Board employer of record. As Fiscal Agent, the Warren County Board of Commissioners has sub-contracted its Fiscal Agent roles and responsibilities to Salvatore Consiglio, CPA, LLC.

SOUTHWEST OHIO WIOA REGION – LOCAL PLAN ADDENDUM – AREA 12

8. The competitive process that will be used to award the subgrants and contracts for WIOA Title I activities.

The BCW|Workforce utilizes the procurement policies of its fiscal agent/employer of record, the Warren County Board of Commissioners, to competitively award subgrants and contracts for WIOA Title I activities. These policies are compliant with state and federal regulations.

Overall, the BCW|Workforce board competitively procures its OMJ One-Stop System Operator, Career Service Providers, and Youth (CCMEP) Provider. The board utilizes a request for proposals (RFP) process to solicit, evaluate, and select providers, based on both the relative quality and pricing of the services offered as well as the capacity of the responding organization.

9. The actions the local board will take toward becoming or remaining a high-performing board.

The Workforce Investment Board of Butler|Clermont|Butler (WIBBCW) continuously improves upon its ability to operate as a high-performing workforce board. For example, in 2021, the WIBBCW engaged a series of Board Facilitators to better align, strengthen the capacity of the board and, as a whole, expect higher than average goals and results for the area's employers and residents. The WIBBCW also continues to develop its service delivery method from one that is county-specific to one that effectively utilizes area-wide approaches with consistent policies, processes, and procedures so all customers receive the same high-quality services at each facility. If fully and successfully adopted, this area-wide approach will continue to enhance customer satisfaction as well as provide improved economies of scale for the Board.

Annually, the board re-evaluates the top business types and industry clusters that meet the area's in-demand, high-growth and critical occupation needs. Industries currently identified are healthcare, advanced manufacturing, and information technology. It is expected that these will grow to include industries such as retail, construction, administrative support, and technical and professional services. WIBBCW engages its Business & Education Solutions Team and Education & Training Committees to ensure the workforce system is appropriately preparing a pipeline of qualified workers for these jobs. As part of this process, it also identifies the career pathways that lead to long-term employment growth and retention.

With respect to fiscal operations, the timely investment of funds in the local area is of key importance to the WIBBCW. Therefore, the BCW|Workforce requires that its providers meet the following resource expenditure standards:

- 80% of funds must be obligated or spent within 12 months of receipt;
- 100% of funds must be obligated or spent within 18 months of receipt; and
- 100% of funds must be expended within 21 months of receipt.

SOUTHWEST OHIO WIOA REGION – LOCAL PLAN ADDENDUM – AREA 12

Additionally, the BCW|Workforce employs a fiscal measure that requires providers to develop an annual budget demonstrating how the WIOA funds will be spent. Every month, the providers submit a budget-to-actual report to the board.

The Board continues to explore supplemental standards that measure the performance of its workforce system and providers. For example, it may explore items such as the number of persons placed into training in the targeted industries, the number of enrolled customers who are from priority populations, or the number of job openings filled in the targeted industries. Once the specific measures are identified, the BCW|Workforce will capture data during the first year to establish benchmarks that will be used to create long-term goals. Currently, it is establishing a baseline to measure employer satisfaction.

Finally, as part of its high-performing initiatives, the BCW|Workforce will continue to research innovative ways to use technology to increase access and improve services, as described in the response to item 9 above. It will also continue to participate in state and national conferences along with capacity building sessions to learn about best practices that may be replicated in the workforce development area.

10. How OhioMeansJobs One-Stop centers are implementing and transitioning to an integrated, technology-enabled intake and case management information system for programs carried out under WIOA.

The ability to successfully implement an integrated, technology-enabled intake and case management information system for programs under WIOA is important to the BCW|Workforce. In fact, the use of technology to better serve customers is one of the key components that will be considered when it competitively procures and evaluates its OMJ Center Operator and the Adult, Dislocated Worker, and CCMEP service providers in 2022.

BCW|Workforce uses the County Finance and Information Systems (CFIS) to access real-time data that supports tracking, analysis, and decision-making for workforce programs.

CFIS' Client Tracking function will share data between the workforce financial system and the Ohio Workforce Case Management System (OWCMS), providing a greater capability to comply with state and federal reporting requirements.

C. Considerations for Program Years 2021- 24

Based on discussions held with policymakers, partners, and stakeholders during the planning process, the following matters have been identified as priorities for further exploration, development, and/or enhancement as the BCW|Workforce Development Area implements its Local Strategic Plan.

1. Improve the delivery of incumbent worker training (IWT) services, as allowed under WIOA. As part of this review, examine the potential benefits of combining “upskill and backfill” models, where current employees are trained to qualify for promotional opportunities while residents are recruited to fill the positions vacated by those promoted employees.
2. Document procedures, flow and action steps that recognize the unique needs of the BCW|Workforce Area’s employers and workforce residents, which challenge the flexibility of existing language in WIOA-related laws, policies and procedures.
3. Continuously develop and improve upon the board’s knowledge of the workforce system’s programs, partners, services and providers, and the priorities of the region’s in-demand, growing and critical businesses and employers, workforce residents, and job seekers to broaden members’ base of knowledge for decisions and goal-setting.
4. Identify opportunities to more effectively leverage partner resources and deploy these resources through the local area’s network of OMJ One-Stop Centers.
5. Identify mechanisms that more quickly and efficiently match eligible job seekers to employer vacancies, while ensuring that job seekers have the baseline skills, abilities, and supportive services that enable them to succeed in and retain employment.
6. Examine opportunities to make greater use of work-based learning models so that job seekers can be deployed to business and acquire skills while working and being paid.
7. Study models being used by other local and regional workforce systems to unify and align messaging to key customers about career development, training, job placement assistance, and related workforce services.
8. Collaborate with business and industry partners to address job candidates’ barriers to employment, such as transportation and childcare.
9. Engage system stakeholders in discussions about the features and benefits of virtual/online services for workforce system customers and utilize information obtained through such dialog to build a plan for development, maintenance, and

SOUTHWEST OHIO WIOA REGION – LOCAL PLAN ADDENDUM – AREA 12

or expansion of a fully hybrid (i.e., both in-person and online) workforce development delivery system.

10. Consider opportunities to strengthen the local board's advocacy strategy, including development of processes for gathering, organizing, and communicating data and information that represent the board's and the local workforce system's recommendations for policy-related or legislative action.
11. Develop a plan to continue to cross-train partner and stakeholder staff so that each program can better leverage resources of partners, strategically co-enroll participants across two or more fund sources (as appropriate), and make effective referrals.

**BCW/Workforce Development Area (WDA-12)
Workforce Investment Board of Butler/Clermont/Warren (WIBBCW)**

SIGNATURE PAGE

The signatures below attest that all assurances have been met and that the PY 2021-24 Southwest Ohio Region Strategic Plan and Area 12 and Area 13 Local Plan Addenda represent the local boards' efforts to maximize resources available under Title I of the Workforce Innovation and Opportunity Act (WIOA) and to coordinate these resources with other state and local programs in the planning region. Furthermore, the following signatures certify that the local boards in the Southwest Ohio Region will operate the WIOA program in accordance with the PY 2021-24 Southwest Ohio Regional Plan as well as all applicable federal and state laws, regulations, policies, and rules.

Names and Contact Information for the Chief Elected Officials (CEO), Workforce Development Board (WDB) Chair and Executive Director of Ohio's 12th Workforce Development Area (WDA), BCW/Workforce Development for Butler, Clermont and Warren Counties

Name: Justin Conger	Title: WIBBCW Chair
Organization: Workforce Investment Board of Butler/Clermont/Warren (WIBBCW)	
Address, City, State, ZIP: 406 Justice Drive, Suite 301, Lebanon, OH 45036	
E-mail: BoardChair@BCWorkforce.com	Phone:

Name: Stacy Sheffield	Title: WIBBCW Director
Organization: Workforce Investment Board of Butler/Clermont/Warren (WIBBCW)	
Address, City, State, ZIP: 406 Justice Drive, Suite 301, Lebanon, OH 45036	
E-mail: Director@BCWorkforce.com	Phone: 513-409-1769

Name: Donald Dixon	Title: Commissioner
Organization: Butler County	
Address, City, State, ZIP: 315 High St., Hamilton, Ohio 45011	
E-mail: don.dixon@bcOhio.us	Phone: 513-887-3247

Name: David Painter	Title: Commissioner
Organization: Clermont County	
Address, City, State, ZIP: 101 E. Main St., Batavia, Ohio 45103	
E-mail: Dpainter@clermontcountyohio.gov	Phone: 513-732-7300

Name: Shannon Jones	Title: Commissioner
Organization: Warren County	
Address, City, State, ZIP: 406 Justice Dr., Lebanon, Ohio 45036	
E-mail: shannon.jones@co.warren.oh.us	Phone: 513-695-1000

**BCW/Workforce Development Area (WDA-12)
Workforce Investment Board of Butler/Clermont/Warren (WIBBCW)**

Signatures of the Chief Elected Officials (CEO), Workforce Development Board (WDB) Chair and Executive Director of Ohio's 12th Workforce Development Area (WDA), BCW/Workforce Development for Butler, Clermont and Warren Counties

We the undersigned, attest that this submittal is for the PY 2021-24 WIOA-required Southwest Regional Strategic Plan for Workforce Development Area 12 and Area 13, which is effective July 1, 2021, through June 30, 2025, and, hereby, certify that this Plan was prepared as required and is in accordance with all applicable state and federal, laws, rules, and regulations.

WIBBCW/Local Area 12 Board Chair

Name: Justin Conger

Signature:

Date:

WIBBCW/Local Area 12 Board Director

Name: Stacy Sheffield

Signature:

Date:

President of Butler County Board of Commissioners

Name: Donald Dixon

Signature:

Date:

Vice President of Clermont County Board of Commissioners

Name: David Painter

Signature:

Date:

President of Warren County Board of Commissioners

Name: Shannon Jones

Signature:

Date:

Shannon Jones
6.29.21

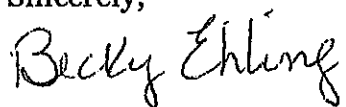
Justin Conger
Chair, Workforce Development Board

Combined Regional and Local Plan

As we are transitioning out of the COVID19 pandemic, BCW/Workforce is experiencing a slight delay in retrieving the signatures of the Butler/Clermont/Warren County Commissioners and will send them as soon as we receive them.

Attached is the signature from the Board Chair. Please note Stacy Sheffield is no longer with BCW/Workforce so her signature will not be obtained.

Sincerely,



Becky Ehling
BCW/Workforce Executive Assistant

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0887

Adopted Date June 29, 2021

APPROVE AND ENTER INTO AGREEMENT WITH OHIO-KENTUCKY-INDIANA
REGIONAL COUNCIL OF GOVERNMENTS


BE IT RESOLVED, to approve and enter contract with Ohio-Kentucky-Indiana Regional Council
of Governments for 2021 funding; said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/to

cc: c/a—OKI Regional Council of Government
Commissioners' file
OMB

AGREEMENT

THIS AGREEMENT is effective on the 1st day of July 2021, by and between the OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS, herein called the "Council" and WARREN COUNTY, OHIO herein called the "Funding Agency".

WHEREAS, the Funding Agency has determined that it has a need for regional planning operations and that such regional planning operations can be most advantageously pursued through Federally-assisted comprehensive regional planning services; and

WHEREAS, the Council has been organized to and does provide continuing comprehensive regional planning services through Federally-assisted projects in the regional area composed of Boone, Campbell and Kenton Counties in the Commonwealth of Kentucky; Butler, Clermont, Hamilton and Warren Counties in the State of Ohio; and Dearborn County in the State of Indiana, herein called the "OKI Region"; and

WHEREAS, the Council requires financial support from the Funding Agency in order to continue its regional planning activities and

WHEREAS, the Funding Agency, upon due consideration, has determined that the continued operation of council is necessary and vital function for the metropolitan region of which this funding Agency is part.

IT IS NOW, THEREFORE, AGREED AS FOLLOWS:

1. The Funding Agency shall pay the Council the sum of \$78,676.00. Said amount shall be paid in two installments; the first installment in an amount of \$39,338.00 to be due at contract execution and the second installment of \$39,338.00 to be due December 1, 2021.

2. In consideration of such payments, the Council or assignee shall render regional

planning services to the Funding Agency and to the OKI Region. Said services may include, but are not limited to, the following items specified in the Fiscal Year 2022 Operating Budget of the council: Transportation Planning, Mass Transit Planning, Regional Planning, Economic Development Activities, Air Quality Planning, Water Quality Planning and Ridesharing Activities, as more specifically described in applicable contracts between the Council and agencies of the United States government, which have been executed and which may be from time to time executed, all of which are on file with the Council and available upon request to the Funding Agency.

3. The term of this Agreement shall be from the date first written above through the end of the Council's fiscal year, June 30, 2022, and until all payments contracted for hereunder have been made.

4. It is understood and agreed by the parties hereto that the Council may assign its rights hereunder to a lending institution. Upon written notification by Council and such institution of such assignment, the Funding Agency agrees to make payments pursuant to Paragraph 1 hereof as directed in such writing and the Council agrees that payments made pursuant to such an assignment shall discharge the Funding Agency's obligation to the Council hereunder the same as if such payments were made directly to the Council. This Agreement shall not be assignable otherwise than as set forth herein.

5. The funding Agency represents to the Council that:

- a) The Funding Agency has the power to enter into this agreement;
- b) The Funding Agency has taken all such actions as may be necessary to lawfully appropriate funds sufficient to make the payments called for in this Agreement;
- c) The Funding Agency has taken all action as may be necessary to lawfully

execute this agreement;

- d) When executed, this Agreement shall be a legal, enforceable and binding obligation upon The Funding Agency in accord with its terms.

6. This Agreement contains all the terms agreed upon between the parties with respect to the subject matter thereof. This Agreement may be amended or modified only by a written instrument executed by both parties.

IN WITNESS THEREOF, this Agreement to have been executed by authorized officers or agents, on this 29 day of June, 2021.

OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS

BY: Mark R. Policinski
MARK R. POLICINSKI, EXECUTIVE DIRECTOR

Kristal Powell
ATTEST

WARREN COUNTY, OHIO

BY: [Signature]
WARREN COUNTY BOARD OF COMMISSIONERS

ATTEST

[Signature]
KEATH WILSON
2021 JUN 29 10:00 AM
Asst. Executive Director

RESOLUTION

OF THE BOARD OF DIRECTORS OF THE
OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS

APPROVING THE PROPOSED GENERAL OPERATING BUDGET
FOR FISCAL YEAR 2022 AND PROVIDING FOR CONTRACTS
BETWEEN THE COUNCIL OF GOVERNMENTS AND ITS FUNDING AGENCIES

WHEREAS, the Ohio-Kentucky-Indiana Regional Council of Governments (herein called "Council of Governments") has prepared a general operating budget for Fiscal Year 2022 (herein called "Budget"); and

WHEREAS, agreements providing for the payment of the amounts set forth in the Budget by each of the funding agencies must be prepared and executed; Now, therefore,

BE IT RESOLVED that the Board of Directors of the Ohio-Kentucky-Indiana Regional Council of Governments, at its regular public meeting of June 10, 2021, hereby approves the Budget as presented, subject only to approval by the funding agencies; and

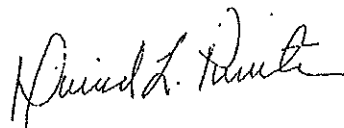
RESOLVED FURTHER that the Executive Director be and hereby is authorized and directed to prepare agreements between the Council of Governments and each of its funding agencies to provide for the payment to the Council of Governments of each funding agency's share of the Budget as set forth in such Budget; and

RESOLVED FURTHER that the Executive Director may make such adjustments as may be necessary to the time schedule of payments provided for in each funding agreement without further approval of the Board of Directors provided that all such payments shall be made within Fiscal Year 2022; and

RESOLVED FURTHER that the Executive Director be and hereby is authorized and directed to present such agreements to each funding agency for consideration and execution; and

RESOLVED FURTHER that the Executive Director of the Council of Governments be and hereby is authorized to approve and provide for the execution of the above described agreements on behalf of the Council of Governments; and

RESOLVED FURTHER that this Resolution shall take effect on the 1st day of July 2021.



DAVID PAINTER, PRESIDENT

06/02/21
mij

Resolution

Number 21-0888

Adopted Date June 29, 2021

REQUEST DIRECTOR OF TRANSPORTATION TO REVIEW THE ENGINEERING AND TRAFFIC INVESTIGATION AND TO DETERMINE AND DECLARE A REASONABLE AND SAFE PRIMA-FACIE SPEED LIMIT ON COLUMBIA ROAD (CR#15) BEGINNING AT FIELDS ERTEL ROAD (CR#1) AND CONTINUING TO US 22-3

WHEREAS, a request has been made to this Board that the statutory vehicular speed limit established by Ohio Revised Code, Section 4511.21, is greater than that considered reasonable and safe on Columbia Road (CR#15) beginning at Fields Ertel Road (CR#1) and continuing to US 22-3; and

WHEREAS, this Board has caused to be made an engineering and traffic investigation upon the section of road described; and

WHEREAS, it is the determination of this Board that such investigation confirms the allegation that the statutory speed limit of 45 mph is greater than is reasonable and safe and the conditions found to exist at such location; and

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Warren County, Ohio that:

Section 1. By virtue of the provisions of Ohio Revised Code, Section 4511.21, the Director of Transportation is hereby requested to review the engineering and traffic investigation and to determine and declare a reasonable and safe prima-facie speed limit on Columbia Road (CR#15) beginning at Fields Ertel Road (CR#1) and continuing to US 22-3 and,

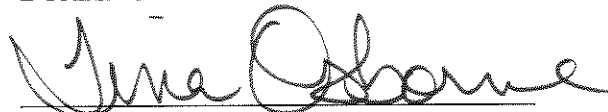
Section 2. That when this Board is advised that the Director of Transportation has determined and declared a reasonable and safe speed limit on the section of road described in Section 1, standard signs, properly posted and giving notice thereof, will be erected upon which such declared speed limit shall become effective.

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Engineer (file)

Resolution

Number 21-0889

Adopted Date June 29, 2021

DECLARE VARIOUS ITEMS WITHIN COMMISSIONERS' OFFICE, CLERK OF COURTS LEGAL DIVISION, FACILITIES MANAGEMENT, MARY HAVEN, PROSECUTOR'S OFFICE, TELECOMMUNICATIONS, VETERANS OFFICE, WATER & SEWER DEPARTMENT AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

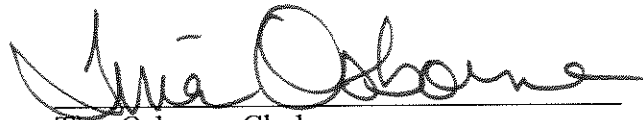
BE IT RESOLVED, to authorize disposal of various items From Commissioners' Office, Clerk of Courts Legal Division, Facilities Management, Mary Haven, Prosecutor's Office, Telecommunications, Veterans Office, and Water & Sewer Department in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



5 DELL PCs - NO HARD DRIVES OR CABLES

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

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts and Supplies	BOC21001 ✓

5 DELL PCs THAT HAVE SURPASSED USEFUL LIFE. VARIOUS STAGES OF REPAIR. HARD DRIVES HAVE BEEN REMOVED AND THERE ARE NO CABLES. EXCEPT FOR LACK OF HARD DRIVE THEY STILL WERE IN WORKING CONDITION.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



VARIOUS MONITORS AND SCANNERS

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Make/Brand

VARIOUS

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts and Supplies	BOC21002 ✓

4 MONITORS AND 3 SCANNERS. VARIOUS STATES OF REPAIR INCLUDING ONE WITH BROKEN STAND AND ANOTHER WITH BAD BACK LIGHT. UNKNOWN IF SCANNERS WORK.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



VARIOUS PRINTERS, SCANNERS AND TIME STAMP MACHINE

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Make/Brand

VARIOUS

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts and Supplies	BOC21003 ✓

SEVERAL PRINTERS AND SCANNERS ALONG WITH AN ELECTRONIC TIME STAMP MACHINE. SOME MISCELLANEOUS CABLES ARE INCLUDED.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

GovDeals®

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



USED AND NOW ONLY GOOD FOR PARTS

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

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Condition	Category	Inventory ID
Used/See Description	Computers, Parts and Supplies	CKL21001 ✓

THE PRINTER AND MONITOR ARE GOOD FOR PARTS

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

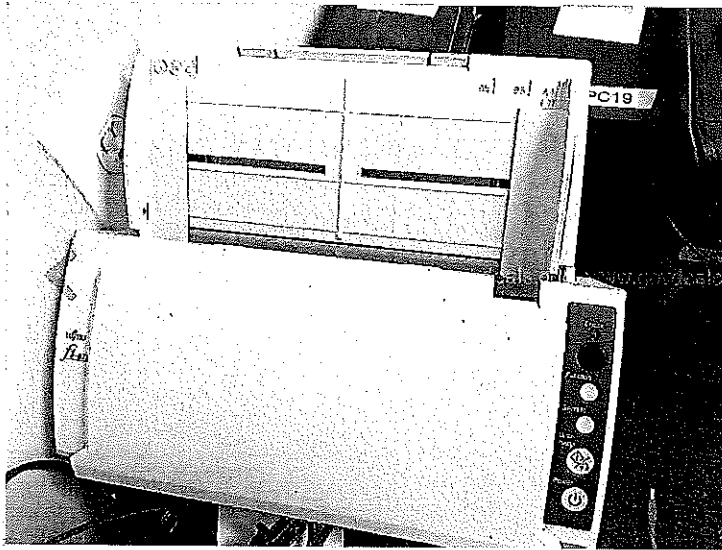
GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



USED PC'S AND SCANNER

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts and Supplies	CKL21002 ✓

SEVEN USED PC'S AND ONE SCANNER GOOD FOR PARTS REPLACEMENTS

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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



Search Auctions

[Advanced Search](#)



Kitchenette demo - Cabinets & sink bowl

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Cafeteria and Kitchen Equipment	FAC210050 ✓

Kitchenette demo - Cabinets & sink bowl. Condition is fair.

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information

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



Search Auctions

[Advanced Search](#)



Washing Machine - Whirlpool Cabrio

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

0 visitors

Condition	Category	Inventory ID
Used/See Description	Electronics, Personal	FAC210051 ✓

Washing Machine - Whirlpool Cabrio. Tons of use but still works.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

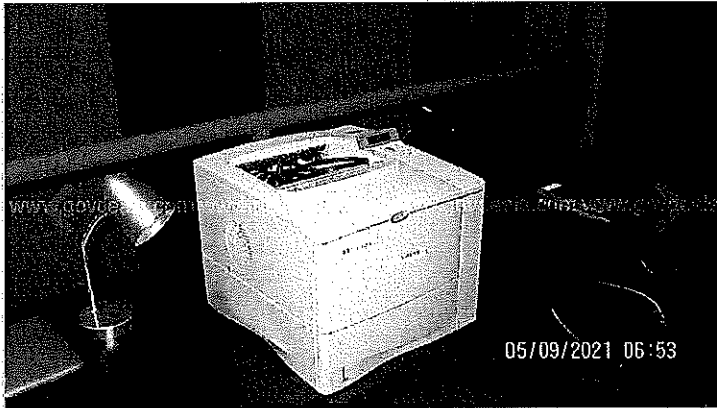
GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



HP LaserJet Printer

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Make/Brand

HP

Model

4000N

Condition

Used/See Description

Category

Office Equipment/Supplies

Inventory ID

MRY21001 ✓

HP 4000N Laser Jet Printer - Removed from service - Does not work

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

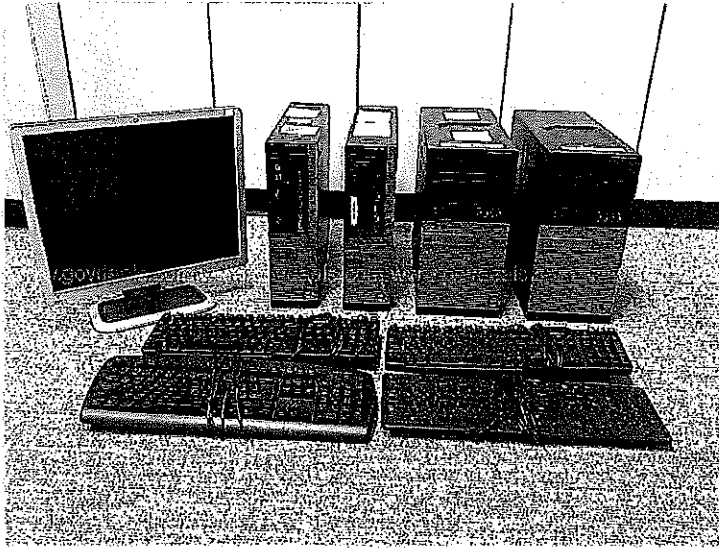
GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.



Search Auctions



[Advanced Search](#)



Lot of (4) Computer Towers, (4) Keyboards, and (1) Monitor

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts and Supplies	PRO21001 ✓

Two (2) Dell OptiPlex 7020 Computer Towers (hard drives removed); Two (2) Dell OptiPlex 790 Computer Towers (hard drives removed); Three (3) Dell Computer Keyboards; One (1) Kensington Computer Keyboard; One (1) 19" HP Computer Monitor (not working)

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

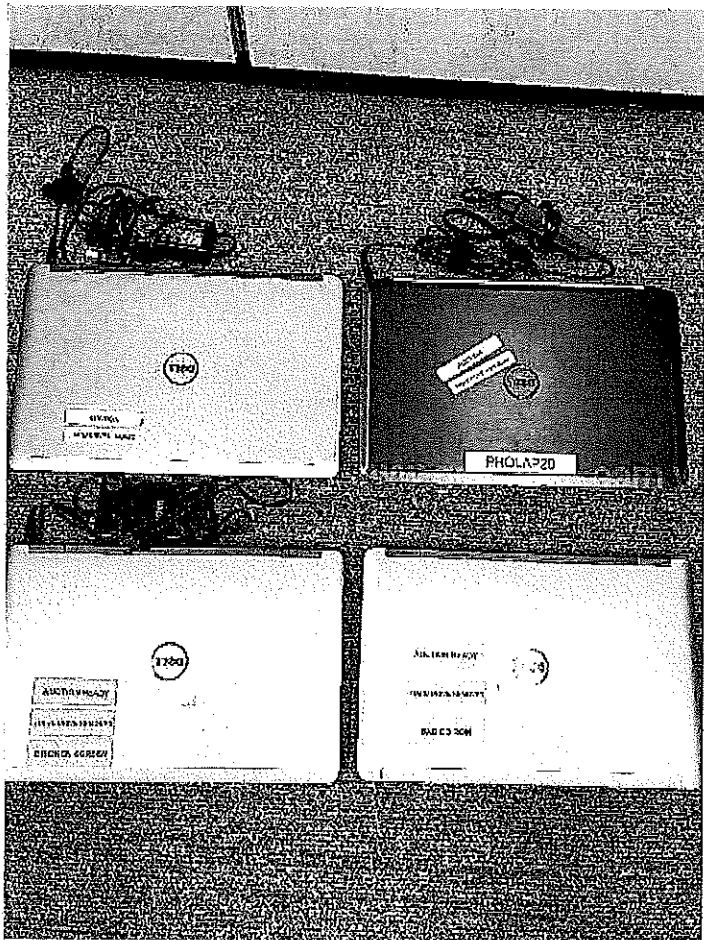
GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

GovDeals[®]

A Liquidity Services Marketplace

Search Auctions

[Advanced Search](#)



Lot of (4) Dell Latitude Laptop Computers

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts and Supplies	PRO21002 ✓

Three (3) Dell Latitude E6540 Laptop Computers (hard drives removed); One (1) Dell Latitude E5520m Laptop Computer (hard drive removed)

? Questions and Answers

There are currently no questions posted for this asset.

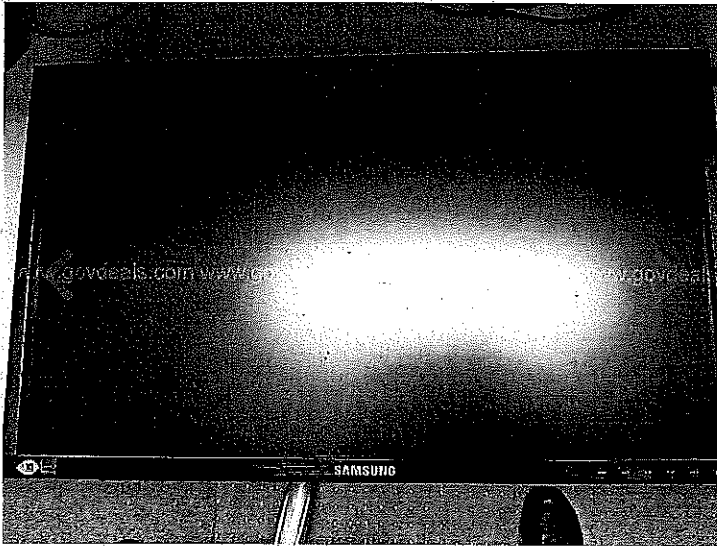
» Seller Information

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

GovDeals®

A Liquidity Services Marketplace

[Advanced Search](#)



SAMSUNG MONITOR

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Make/Brand	Model	VIN/Serial
SAMSUNG	S22C450	Z7ZAHCKF600728D
Condition	Category	Inventory ID
Used/See Description	Computer Hardware	TEL21010 ✓

SAMSUNG MONITOR, INPUT CHIP IS BAD

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

GovDeals®

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



C280 Konica Printer/Copier/Fax/Scan w/ finisher

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

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Year	Make/Brand	Model	VIN/Serial
2010	Konica	C280	A0ED012009031

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	VET21001 ✓

Everything works! Paid over \$10,000 in 2010.

Additional Info: [Gov Deals Konica Copier.pdf](#)

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

GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



John Deere 72" Front Mount Mower

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

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Model

F935

Condition

Used/See Description

Category

Mowing Equipment

Inventory ID

WAT21003 ✓

Current Condition: Works Diesel Engine - 815 Hours

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

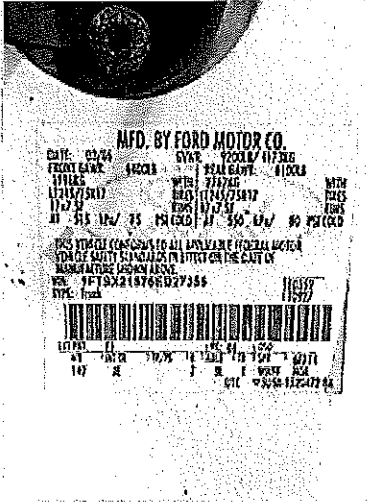
GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



2006 Ford F-250 SD Lariat SuperCab 4WD

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

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



[More Photos](#)

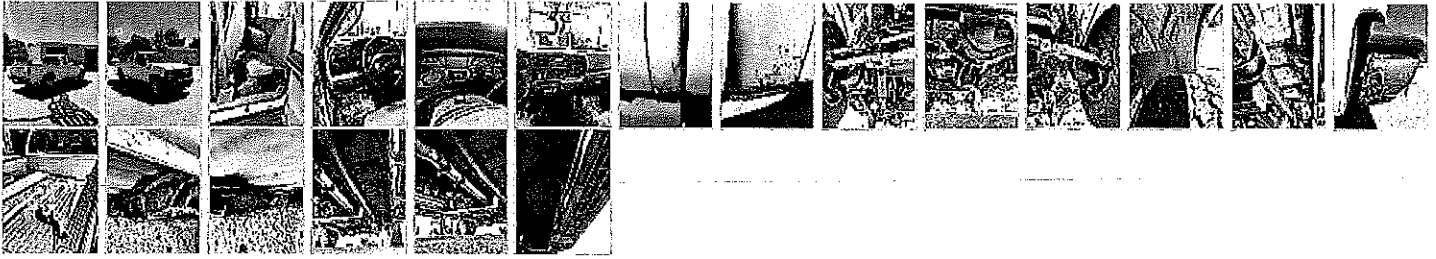
Year	Make/Brand	Model	VIN/Serial	Miles	Title Restriction
2006	Ford	F-250 SD	1FTSX21576ED27355	164,470	No Title Restriction
Condition	Category			Inventory ID	
Used/See Description	Trucks, Light Duty under 1 ton			WAT21909 ✓	

2006 Ford F-250 SD Lariat SuperCab 4WD EXTENDED CAB PICKUP 4-DR, 5.4L V8 SOHC 16V. This vehicle was maintained every 4000 miles. Records are available. Vehicle was taken out of fleet due to poor condition. Tires dryrot, Outer tie rod end loose, Broken exhaust manifold bolt, transmission lines starting to leak. Severe rust to cab, cab corners, bed support rails and rear bumper. 4 wheel drive is in good condition. This vehicle starts and runs.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



💡 Special Instructions

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

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

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

Quick Asset Lookup (QAL) #: 3051-4042 (GD)



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

Copyright © 2021, GovDeals, Inc. All Rights Reserved. [Site Map](#)

LIQUIDITY
SERVICES

GovDeals
A Liquidity Services Marketplace

Network
International
Energy and Gas

All Surplus
Surplus Auctions

GoIndustry DoveBid
Equipment Auctions

Liquidation.com
Retail Supply Chain

Machinio.com
Heavy Equipment

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

GovDeals®

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



2006 GMC Canyon SL Ext. Cab 4WD

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



[More Photos](#)

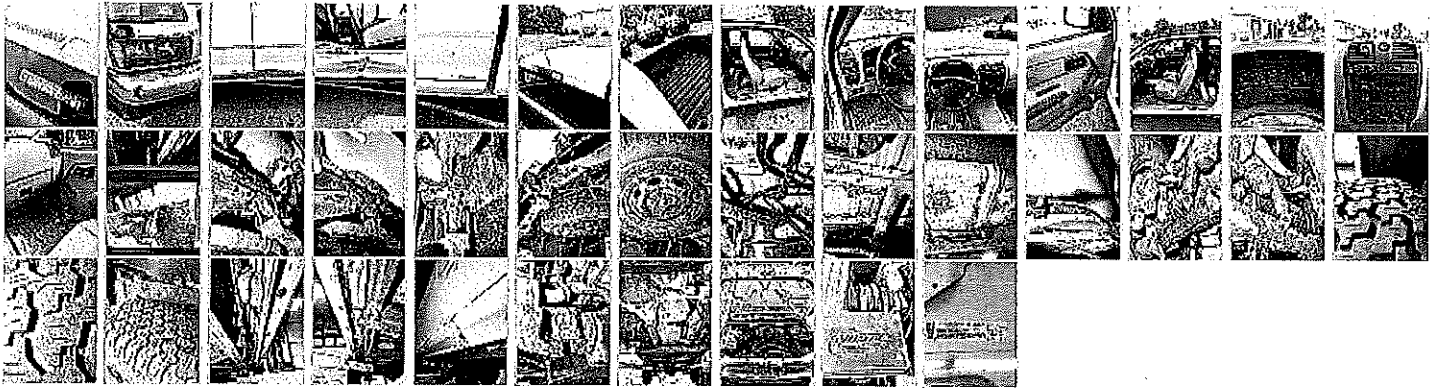
Year	Make/Brand	Model	VIN/Serial	Miles
2006	GMC	Canyon	1GTDT196X68280235	72,068 (Accurate?:)
Condition	Category		Inventory ID	
Used/See Description	Trucks, Light Duty under 1 ton		WAT21908 ✓	

2006 GMC Canyon SL Ext. Cab 4WD EXTENDED CAB PICKUP 4-DR, 3.5L L5 DOHC 20V. Sewer Vehicle. This truck was towed to the garage recently for a leaking brake line. Upon inspection we discovered that the undercarriage was severely rusted and caused the line to rupture. Along with the brake line above the gas tank were also leaking. All suspension components are overtaken with rust to where there is a good chance they may fail in the near future. The shocks are also starting to leak fluid due to heavy rust. Mileage may not be a factor here, but the lack of use and constant sitting of this vehicle has allowed the underneath to rot away. This vehicle starts and runs.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



💡 Special Instructions

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

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

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

Quick Asset Lookup (QAL) #: 3051-4039 (GD)



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

Copyright © 2021, GovDeals, Inc. All Rights Reserved. [Site Map](#)



Network
International
Energy and Gas

All Surplus
Surplus Auctions

GoIndustry DoveBid
Equipment Auctions

Liquidation.com
Retail Supply Chain

Machinio.com
Heavy Equipment

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

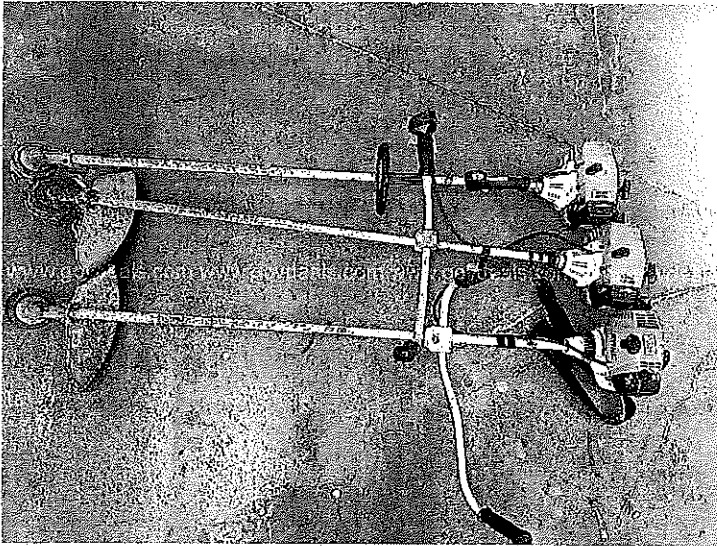
GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



Stihl Weedeaters

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Model

FS110, 2- FS120

Condition

Used/See Description

Category

Mowing Equipment

Inventory ID

WAT21004 ✓

Condition: Unknown Repairable: Unknown

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

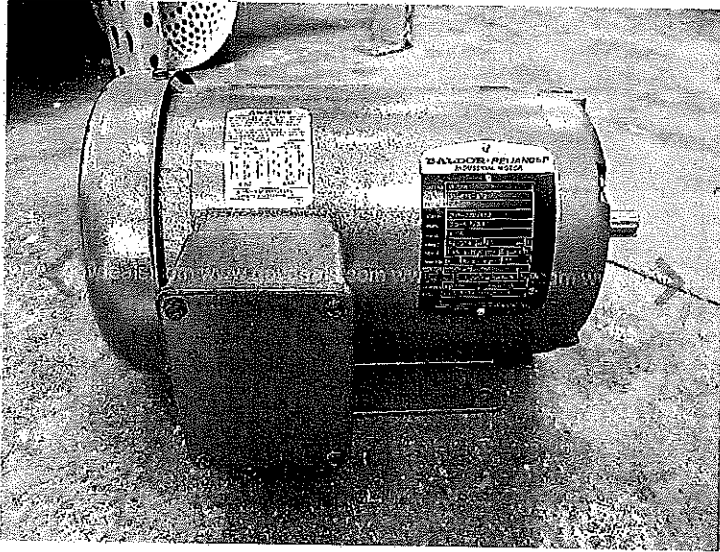
GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



Baldor Reliance Industrial Motor

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Make/Brand

Baldor Reliance

Condition

Used/See Description

Category

Industrial Equipment, General

Inventory ID

WAT21005 ✓

Specs: 2 HP, 208-230/460 Volt, 1725 RPM Cat NO. M3558 Condition: Unknown

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

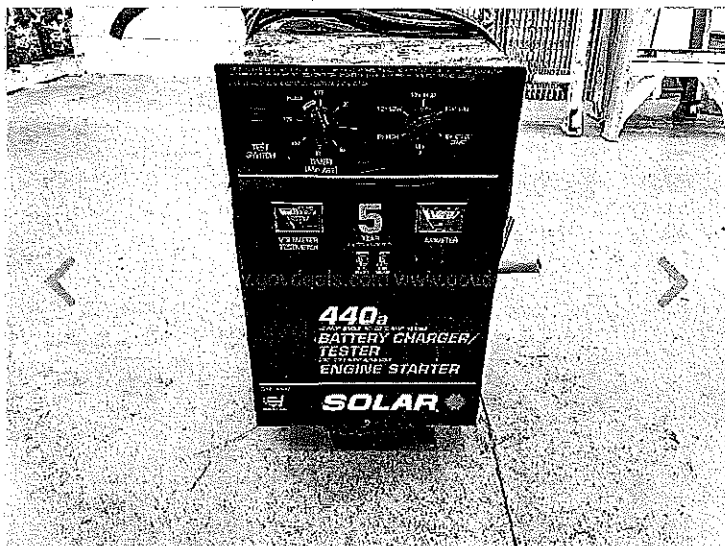
GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



Solar Battery Charger and KAL Load Tester

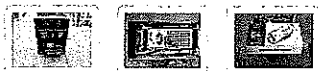
Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Industrial Equipment, General	WAT21006 ✓

Battery Charger Brand: Solar Battery Charger Model: 440A Condition: Unknown
 Load Tester Brand: KAL Equipment Model: 4260 Condition: Wire insulation is cracked

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



Craftsman Weed Trimmer

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Make/Brand	Model	
Craftsman	536.773520	
Condition	Category	Inventory ID
Used/See Description	Mowing Equipment	WAT21007 ✓

Weed Trimmer, 6.5 HP, 22" Condition: Unknown

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



Goodyear Lay Flat Hose

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Make/Brand

Goodyear

Condition

Used/See Description

Category

Industrial Equipment, General

Inventory ID

WAT21008 ✓

6" Lay Flat Hose Condition: Unknown Lengths, minor holes and cracks, 3 pcs.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

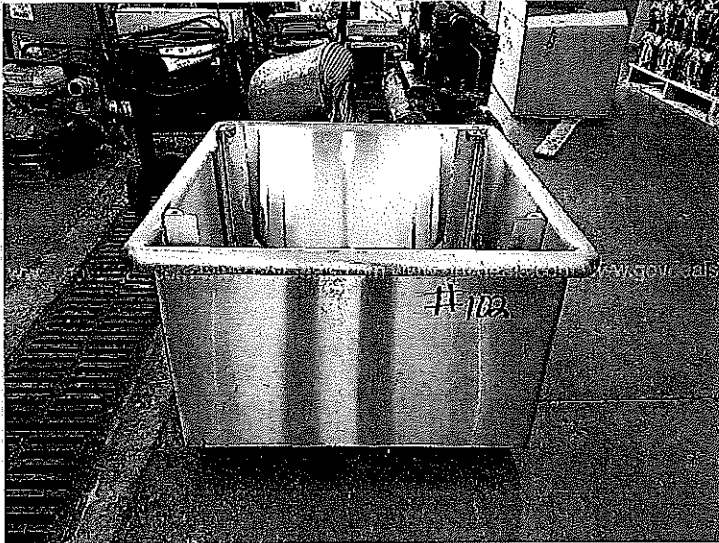
GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



Stainless Utility Sink

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Condition	Category	Inventory ID
Used/See Description	Cafeteria and Kitchen Equipment	WAT21009 ✓

27"x27" Stainless Utility Sink Has basket Strainer kit and legs

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

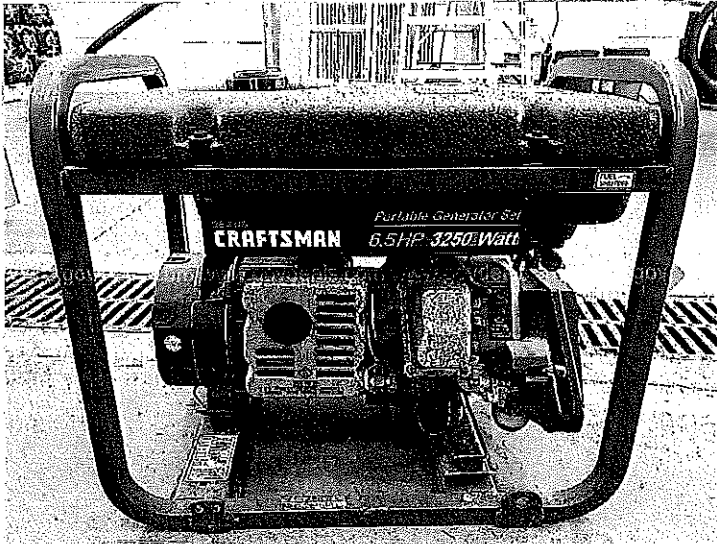
GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



Craftsman Generator

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Make/Brand	Model	VIN/Serial
Craftsman	580.32672	1848435
Condition	Category	Inventory ID
Used/See Description	Generators	WAT21010 ✓

6.5 HP, 3250 Watt Generator Condition: Unknown

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

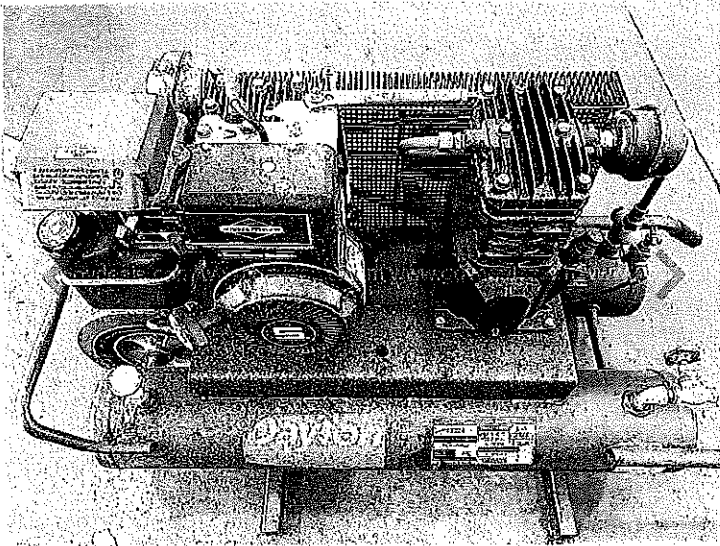
GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

GovDeals[®]

A Liquidity Services Marketplace



[Advanced Search](#)



Dayton Air Compressor

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Make/Brand	Model	VIN/Serial
Dayton	4B224	L6/30/95-01082

Condition	Category	Inventory ID
Used/See Description	Industrial Compressors	WAT21011 ✓

Air Compressor, 5 HP, 8 Gallon Condition: Unknown

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

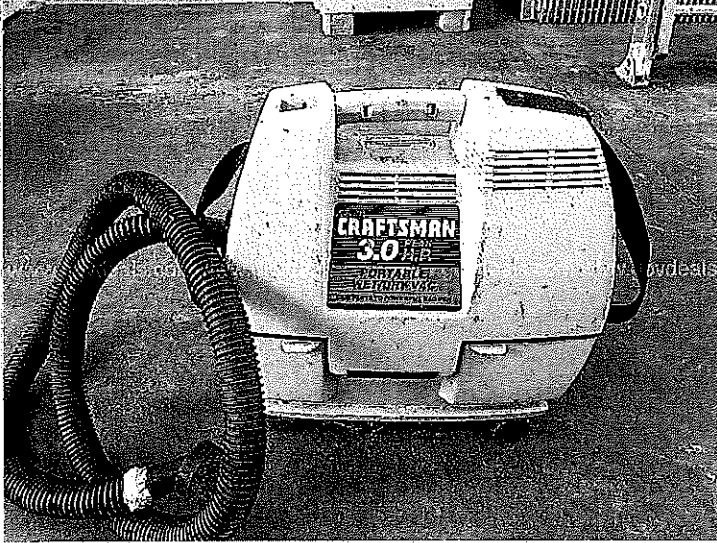
GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



Craftsman Wet/Dry Vacuum

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Make/Brand

Model

Craftsman

113177571

Condition

Category

Inventory ID

Used/See Description

Janitorial Equipment

WAT21012 ✓

Condition: Works

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

GovDeals®

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



Oil Drain

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Make/Brand

John Dow

Condition

Used/See Description

Category

Tools, All Types

Inventory ID

WAT21013 ✓

Lift Oil Drain Condition: Works

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

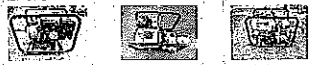
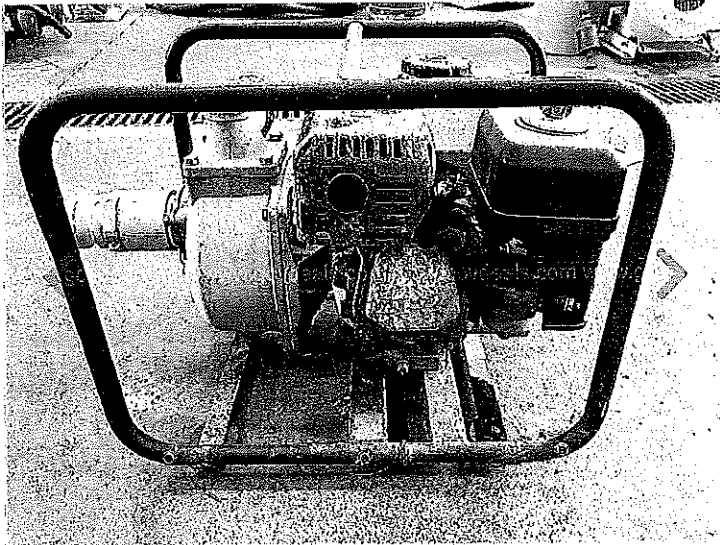
GovDeals®

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



Water Pump

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Make/Brand

Model

Koshin LTD

SEH-50x

Condition

Category

Inventory ID

Used/See Description

Industrial Pumps

WAT21014 ✓

2" Water Pump Condition: Unknown

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

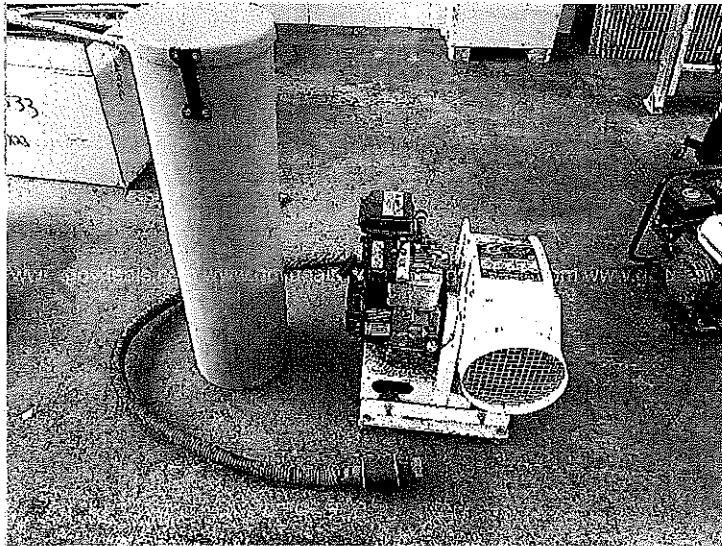
GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



Confined Space Fan

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Make/Brand	Model	VIN/Serial
Air Systems International	SVB-G8	G8-8050
Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	WAT21015 ✓

Confined Space Air Blower, Gas Powered Motor Condition: Unknown

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



6 Electric Motors

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Make/Brand	Model	VIN/Serial
General Electric	5KCP39MF	5303B5
Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	WAT21016 ✓

Electric Motors, 1/4 HP, 460/400 Volt, 1100/900 RPM Condition: Unknown

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

GovDeals®

A Liquidity Services Marketplace

Search Auctions

[Advanced Search](#)



6 Electric Motors

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Make/Brand	Model	VIN/Serial
General Electric	5KCP39MF	5303B5
Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	WAT21016 ✓

Electric Motors, 1/4 HP, 460/400 Volt, 1100/900 RPM Condition: Unknown

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

Resolution

Number 21-0890

Adopted Date June 29, 2021

ENTER INTO CONTRACT WITH LARRY SMITH INCORPORATED FOR THE FRANKLIN AREA WATER TREATMENT PLANT CONCENTRATE DISCHARGE LINES PROJECT

WHEREAS, pursuant to Resolution 21-0800 dated June 15, 2021, this Board approved a Notice of Intent to Award Bid for the Franklin Area Water Treatment Plant Concentrate Discharge Lines Project to Larry Smith Incorporated, for a total bid price of \$965,170.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Larry Smith Incorporated, 5737 Dry Fork Road Cleves, Ohio, for a total contract price of \$965,170.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KP\

cc: c/a—Larry Smith Incorporated
Water/Sewer (file)
OMB Bid file

**SECTION 00 60 10
CONTRACT**

THIS AGREEMENT, made this 29 day of June, 2021, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **Larry Smith Incorporated, 5737 Dry Fork Road Cleves, Ohio 45002** doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

**FRANKLIN AREA WATER TREATMENT PLANT CONCENTRATE DISCHARGE
LINES PROJECT**

hereinafter called the project, for the sum of **\$965,170.00 (Nine Hundred Sixty-Five Thousand, One Hundred Seventy Dollars)**, and all work in connection therewith, under the terms as stated in the General Conditions and Supplemental Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Contract Documents.

"Contract Documents" means and includes the following:

- Addendum
- Division 00 – Contract Requirements
- Division 01 to 48 – Technical Specifications
- General Conditions
- Supplemental Conditions
- Any and All Bid Documents
- Construction Drawings

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and shall complete all work within the following requirements:

Substantial Completion: 90 Days from Notice to Proceed.

Final Completion: 120 Days from Notice to Proceed.

Any delays in substantial completion of the work that are within the control of the Contractor, their Subcontractor, or Supplier shall be subject to liquidated damages in the sum of \$200.00 for each consecutive calendar day that the project extends beyond the substantial completion deadline.

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

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

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

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

The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Conditions and as amended in the Supplemental Conditions and in such amounts as required by the Contract Documents.

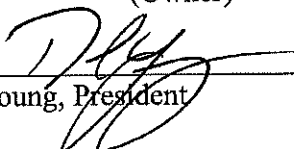
This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties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

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

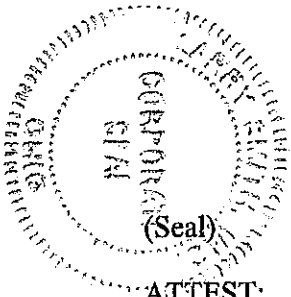
Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

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

WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)



David G. Young, President



ATTEST:

[Signature]

LARRY SMITH INCORPORATED
(Contractor)

By: [Signature]
Name

CHIEF ESTIMATOR
Title

Approved as to Form:

[Signature]
Assistant Prosecutor

Resolution

Number 21-0891

Adopted Date June 29, 2021

AWARD CONTRACT AND ENTER INTO AGREEMENT WITH PEREGRINE SERVICES, INC. FOR PRINTING AND MAILING SERVICES FOR THE WATER AND SEWER DEPARTMENT

WHEREAS, pursuant to Resolution 21-0556 adopted April 27, 2021, the Board authorized a request for proposals for printing and mailing services for water and sewer utility bills; and

WHEREAS, five proposals were received, reviewed, and ranked by the Evaluation Committee based on the criteria set forth in the request for proposals; and

WHEREAS, based on the ranking by the Evaluation Committee, the Water and Sewer Department requests authorization to enter into agreement with Peregrine Services, Inc.; and

NOW THEREFORE BE IT RESOLVED, to approve recommendation to award contract and authorize the President of the Board to enter agreement with Peregrine Services, Inc. on behalf of the Warren County Water and Sewer Department for printing and mailing services for water and sewer utility bills, copy of said agreement attached hereto and made part hereof.

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Peregrine Services, Inc.
Water/Sewer (file)
OMB bid file

MAILING SERVICES AGREEMENT

AGREEMENT Warren County (WC) and Peregrine Services hereby enter into an agreement whereby Peregrine will print and mail WC's water bills each month. WC agrees to provide Peregrine with the appropriate electronic files in a timely manner in order for Peregrine to perform this service. Files received will be mailed within 24 hours of receipt. The files will be transferred by WC using a secure FTP site maintained by Peregrine Services. This arrangement is to commence with July 1, 2021 water bills, based on satisfactory proofing and testing between Peregrine Services and WC. WC reserves the option to cancel this agreement should they be dissatisfied with Peregrine's performance.

POSTAGE ACCOUNT Peregrine's normally required postal deposit will be waived for WC provided that WC's account remains current with payments received within 40 days following the invoicing date. WC will be billed on a per mailing basis. Should WC's payment history reflect payment outside of the 40-day window Peregrine reserves the right to ask for a Postal Deposit equal to one month's WC's postal cost.

PROGRAMMING FEE Peregrine's initial program fee of \$1500 will be waived for this application. The waived programming fee is for the initial interface program written by Peregrine to take WC's data file and be able to run the file through Peregrine's production system and provide a custom variable image template for bill printing.

DATA SECURITY AND INTEGRITY Each organization will take the necessary precautions to maintain the security and integrity of all data transmitted between the companies. As standard procedure Peregrine limits access to all files.

CONFIDENTIALITY AGREEMENT Peregrine will receive confidential customer information from WC as a result of the production and development of this service and during the term of the agreement. Peregrine and all of their employees hereby pledge to protect the confidentiality of this data. The information provided to Peregrine will only be used to prepare and mail the bills requested by WC. Peregrine will not use this data for any other purpose nor divulge its content to any other parties.

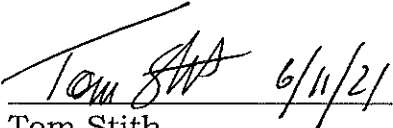
AUDIT TRAIL FOR VERIFICATION OF MAILINGS The auditing of the information that will be used for these mailings is critical. After the


transmission of the billing data file, Peregrine will notify WC of the total number of accounts billed. With this information, Peregrine will perform audit functions during processing to insure that all individual accounts and total revenues have been mailed. Peregrine will send a job log document to WC that provides audit totals so that WC can verify each mailing is being produced accurately.

COST CONTAINMENT Our agreement is based upon the costs reflected in Appendix A. This will include an 8.5 x 11-inch color letter bill, as well as a #10 outgoing envelope and a #9 return envelope. The cost of this service will remain at Appendix A level for a period of three years. The only adjustment would be tied to the USPS postal rate. Any increase would be in the amount of a published postal increase. Currently the published cost for First Class letter mail is .55. Due to the printing and sorting methods employed by Peregrine the actual postage charged to WC will be approximately .404.


CANCELLATION This agreement will remain in force until either party gives 90 days advance notice in writing.

This agreement is entered into this 15th day of June 2021.


Tom Stith
Sales Manager, Peregrine Services


Warren County, OH

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

Appendix A

Warren County, OH Water Bill Pricing June 15, 2021

Component Parts:

8 ½ x 11 color statement with perf	.055
#10 outgoing envelope	.018
#9 return envelope	.015
Services (print/insert/sort)	<u>included</u>
Peregrine Pricing	.088

* There are no set-up or programming fees.

** Warren County will be billed on the actual amount of stock used for each job. Generally, there will be fewer envelopes used than number of statements mailed due to the grouping of bills going to the same name and address in one envelope, as well as the option of suppressing the #9 envelope for Autopay customers.

*** Peregrine will provide insert services when running the job through their high-speed inserters at no cost. Peregrine does offer printing services to print customers' inserts and will be glad to quote the printing of any inserts based on specs and copy.

**** Peregrine will provide a searchable PDF of each bill to Warren County by FTP upload that contains PDFs of each bill. The images will be exact copies of what was mailed to customer.

Postage:

Peregrine will encode delivery addresses using licensed CASS/PAVE Certified Software and generate a USPS Form 3553 for the pieces to be mailed. This encoding process assures the accuracy of zip codes and the resulting Intelligent Mail Barcode provides the fastest processing, delivery and lowest possible postage rate from the U.S. Postal Service.

The lowest available USPS 1st class presort postal rate is currently .398. A small percentage of any mailing will not qualify at the USPS 5-digit rate of .398, and will have a slightly greater USPS postage charge. As a whole we, we are currently averaging .404 for postage on all our utility bill mailings.

Statements would be grouped by common name and address and mailed in one #10 envelope to provide a large reduction in postage expense.

We guarantee the costs of the component parts and services for the period of three years. This would include the years 2021, 2022, 2023 and 2024.

Resolution

Number 21-0892

Adopted Date June 29, 2021

ENTER INTO AN EXCLUSIVE AND PERMANENT HIGHWAY EASEMENT AGREEMENT WITH KINGS/71, LLC, FOR HIGHWAY EASEMENT AREAS LOCATED ALONG THE FUTURE KINGS ISLAND DRIVE AND COLUMBIA ROAD FRONTAGES OF THE KINGS MILLS RESORT DEVELOPMENT, ALSO KNOWN AS KINGS ISLAND CAMP CEDAR, IN DEERFIELD TOWNSHIP

WHEREAS, the attached exclusive and permanent highway easement areas are located along the future Kings Island Drive and Columbia Road frontages for the Kings Mills Resort Development (also known as Kings Island Camp Cedar) and are provided now with this resolution in accordance with the access agreement between this Board and Kings/71, LLC that was approved by the Board on April 20, 2021 with Resolution 21-0538; and

WHEREAS, the land area for the exclusive and permanent highway easement areas area is as follows:

- Exclusive and Permanent Highway Easement – Exhibits A & B – 0.192 acres (Portion along Columbia Road north of Parcel # 16-12-101-002)
- Exclusive and Permanent Highway Easement – Exhibits A & B – 0.210 acres (Portion along Columbia Road south of Parcel # 16-12-101-002)
- Exclusive and Permanent Highway Easement – Exhibits A & B – 0.470 acres (Portion adjacent to, west, of future Kings Island Drive, currently identified as the 4.3107 acre Parcel # 16-18-252-006)
- Exclusive and Permanent Highway Easement – Exhibits A & B – 0.693 acres (Portion adjacent to, east, of future Kings Island Drive, currently identified as the 4.3107 acre Parcel # 16-18-252-006)

NOW THEREFORE BE IT RESOLVED, to enter into an exclusive and permanent highway easement agreement with Kings/71, LLC. A copy of the said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Kings/71, LLC
Engineer (file)
Easement file
Recorder (certified)

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**

P.I.N. # _____ (Pt.)

HIGHWAY EASEMENT AGREEMENT

This Highway Easement Agreement ("Agreement") is entered into the date stated below by KINGS/71, LLC, an Ohio limited liability company, whose mailing address is 8620 Tyler Blvd., Mentor, Ohio 44060 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

The Purpose of this Agreement is to obtain the necessary exclusive and permanent standard highway easement for Kings Island Drive (County Road #110), being a part of a public roadway and a planned future roadway extension open to the public without charge. *AND AN EXCLUSIVE AND PERMANENT STANDARD HIGHWAY EASEMENT FOR COLUMBA ROAD (COUNTY RD #15), BEING A PART OF A PUBLIC ROADWAY OPEN TO THE PUBLIC WITHOUT CHARGE.*
That the Grantor, for and in consideration of the sum of one-dollar (\$1.00), the receipt and sufficiency of which is hereby stipulated, does hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, an exclusive and permanent standard highway easement, for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road, a perpetual and exclusive easement and right-of-way for roadway, drainage, water and sanitary sewer utility purposes, together with the right to construct, reconstruct, operate, maintain, repair, replace, and/or remove said roadway and any facilities that may be necessary or convenient for the providing of such drainage and/or utility and/or utility services, in, upon, across, over, under, and through the property as shown and described together with ingress and egress thereto, which property includes lands situated in Sections 12 & 18, Town 4, Range 2, Deerfield Township, Warren County, State of Ohio, and limited to the area more particularly described as follows:

EXCLUSIVE & PERMANENT STANDARD HIGHWAY EASEMENT LEGAL DESCRIPTION

See Exhibit "A" for details.

See Exhibit "B" for drawing.

The exclusive and permanent standard highway easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land.

Grantor shall have the right to repurchase this property interest for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase the property; (ii) the Grantor fails to repurchase the property within sixty (60) days after the Grantee offers the property for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

The GRANTORS covenant and agree that no additional structures of a temporary or permanent type shall be placed on, above, or under the property subject to the Easement, nor shall any dirt, stone, fill or other materials be added or removed.

Grantor acknowledges receipt of an appraisal in compliance with Ohio Rev. Code § 163.04, but waives its right to said appraisal.

IN EXECUTION WHEREOF, KINGS/71, LLC, an Ohio limited liability company, has caused this instrument to be executed by its AUTH. REP., acting in his/her authorized capacity to legally bind the company pursuant to its operating agreement or a resolution authorizing such act.

COMPANY

KINGS/71, LLC,
an Ohio limited liability company

SIGNATURE: *RAH*
PRINTED NAME: RICHARD A. HAGLORGE
TITLE: AUTH. REPRESENTATIVE
DATE: 6-7-21

ACKNOWLEDGMENT

STATE OR COMMONWEALTH OF Ohio,
COUNTY OF Clermont, ss.

On this 7th day of June, 2021, before me, the undersigned Notary Public, personally appeared Richard A. Haglorge, who proved to me on the basis of satisfactory evidence, to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on this instrument, the person(s) or the entity upon which the person(s) acted, executed this instrument.

WITNESS my hand and official seal.

Denise Hardy
Notary Public
Print Name: _____
My commission expires _____



DENISE A. HARDY
Notary Public, State of Ohio
My Commission Expires
July 8, 2021
Recorded in Warren County

GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by David G. Young, whose title is President or Vice-President, on the date stated below, pursuant to Resolution No. 21-0892 ~~President~~, dated 6.29.21.

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]
PRINTED NAME: _____
TITLE: President
DATE: 6.29.21

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 29 day of June, 2021 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be David G. Young, whose title is President or Vice-President of the Warren County Board of County Commissioners, the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

Notary Public: [Signature]
My commission expires: 12/26/2022

Approved as to form by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO
By: [Signature]
Bruce A. McGary, Assistant Prosecutor
500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1384
Fx. (513) 695-2962
Email:



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

Prepared by:
Richard D. Herndon, Esq.
Griffin Fletcher & Herndon LLP
3500 Red Bank Road
Cincinnati, Ohio 45227
(513) 421-1313



CINCINNATI
COLUMBUS
DAYTON
LOUISVILLE

6219 Centre Park Drive
West Chester, OH 45069
phone ► 513.779.7851
fax ► 513.779.7852
www.kleingers.com

**Exhibit A
Legal Description
20' Highway Easement**

Situated in Section 12, Town 4, Range 2, BTM., Deerfield Township, Warren County, Ohio and being part of a 44.7185 acre (deed) tract of land conveyed to Kings/71, LLC in D.N. 2021 - 025678, being a 20' Highway Easement the centerline of which being described as follows:

Beginning at a point in the north line of a 1.063 acre (deed) tract of land conveyed to Kyle & Robin M. Buchhalter in D.N. 2018-006142, being S17°31'34"W a distance of 167.01 feet and N52°42'46"W a distance of 42.50 feet from the northwest corner of Riverwalk – Section 2 subdivision as recorded in P.B. 29 Pgs. 19-20;

Thence through said 44.7185 acre (deed) tract, the following three (3) courses:

1. N17°31'34"E a distance of 152.62 feet;
2. N17°17'44"E a distance of 254.87 feet;
3. N12°07'19"E a distance of 10.41 feet to the terminus of said 20' Highway Easement being in the south line of a 3.00 acre (deed) tract of land conveyed to Eric R. & Stephanie L. Schumacher in O.R. 574 Pg. 377.

Containing 0.192 acres, more or less, and being subject to easements, restrictions and rights-of-way of record.

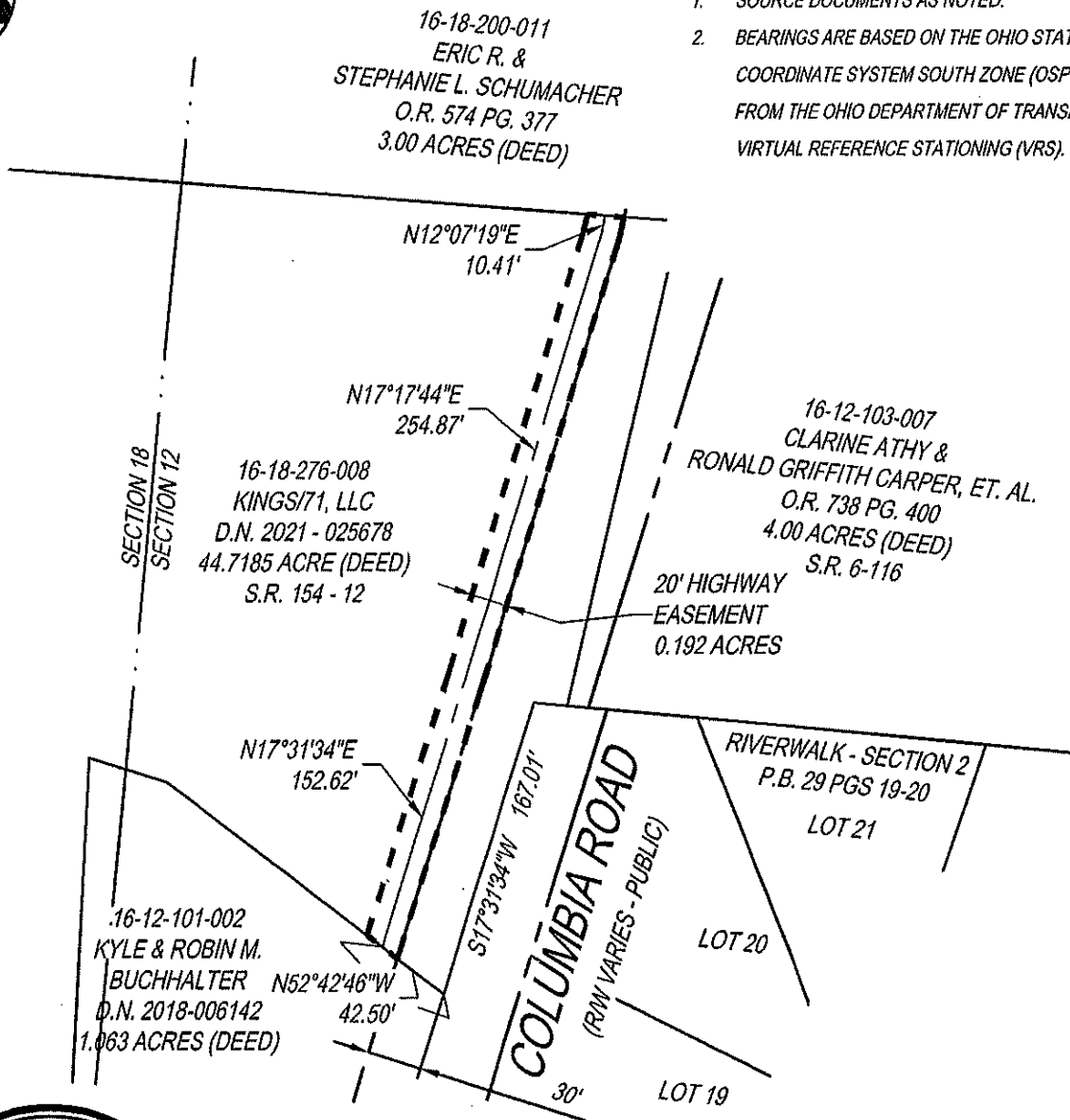
Bearings are based on the Ohio State Plane Coordinate System South Zone (OSPC) as derived from the Ohio Department of Transportation's Virtual Reference Stationing (VRS).

All as Shown on attached Exhibit "B"

NOTES:



1. SOURCE DOCUMENTS AS NOTED.
2. BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM SOUTH ZONE (OSPC) AS DERIVED FROM THE OHIO DEPARTMENT OF TRANSPORTATION'S VIRTUAL REFERENCE STATIONING (VRS). (NAD 83)



<p>THE KLEINGERS GROUP</p>	<p>CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE www.kleingers.com</p> <p>6219 Centre Park Dr. West Chester, OH 45069 513.779.7851</p>	<p>PROJECT NO: 170671VEA006</p>
		<p>DATE: 02-10-2021</p>
		<p>SCALE: 1" = 100'</p>
		<p>SHEET NO.</p> <h1 style="text-align: center; margin: 0;">1 OF 1</h1>
<p>EXHIBIT B 20' HIGHWAY EASEMENT</p> <p>SECTIONS 12 & 18, TOWN 4, RANGE 2, BTM. DEERFIELD TOWNSHIP WARREN COUNTY, OHIO</p>		



CINCINNATI
COLUMBUS
DAYTON
LOUISVILLE

6219 Centre Park Drive
West Chester, OH 45069
phone ► 513.779.7851
fax ► 513.779.7852
www.kleingers.com

**Exhibit A
Legal Description
20' Highway Easement**

Situated in Sections 12 & 18, Town 4, Range 2, BTM., Deerfield Township, Warren County, Ohio and being part of a 44.7185 acre (deed) tract of land conveyed to Kings/71, LLC in D.N. 2021 - 025678, being a 20' Highway Easement the centerline of which being described as follows:

Beginning at a point in the north line of a 1.178 acre (deed) tract of land conveyed to James J. & Christina M. Schmidt in D.N. 2015-006589, being S84°07'54"E a distance of 216.77 feet from the southeast corner of Lot 6 of the Replat of Kings Island Commercial Center as recorded in P.B. 15 Pg. 37;

Thence through said 44.7185 acre (deed) tract, the following four (4) courses:

1. N56°49'50"E a distance of 281.17 feet;
2. N53°05'32"E a distance of 94.18 feet;
3. N43°11'49"E a distance of 52.83 feet;
4. N23°28'51"E a distance of 28.38 feet to the terminus of said 20' Highway Easement being in the south line of a 1.063 acre (deed) tract of land conveyed to Kyle & Robin M. Buchhalter in D.N. 2018-006142.

Containing 0.210 acres, more or less, and being subject to easements, restrictions and rights-of-way of record.

Bearings are based on the Ohio State Plane Coordinate System South Zone (OSPC) as derived from the Ohio Department of Transportation's Virtual Reference Stationing (VRS).

All as Shown on attached Exhibit "B"

NOTES:

1. SOURCE DOCUMENTS AS NOTED.
2. BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM SOUTH ZONE (OSPC) AS DERIVED FROM THE OHIO DEPARTMENT OF TRANSPORTATION'S VIRTUAL REFERENCE STATIONING (VRS). (NAD 83)



REPLAT OF KINGS ISLAND
COMMERCIAL CENTER
P.B. 15 PG. 37

16-18-276-002
LOT 6
HJH MASON 1, LLC (81.10%)
EXETER 20446 WY, LLC (18.90%)
D.N. 2020-025571
S.R. 75-31

16-18-276-008
KINGS/71, LLC
D.N. 2021 - 025678
44.7185 ACRE (DEED)
S.R. 154 - 12

16-18-200-004
JAMES J. & CHRISTINA M. SCHMIDT
D.N. 2015-006589
1.178 ACRES (DEED)
S.R. 14-91

20' HIGHWAY
EASEMENT
0.210 ACRES

N56°49'50"E
281.17'

N23°28'51"E
28.38'

N43°11'49"E
52.83'

N53°05'32"E
94.18'

COLUMBIA ROAD
(R/W VARIES - PUBLIC)

16-12-101-002
KYLE & ROBIN M.
BUCHHALTER
D.N. 2018-006142
1.063 ACRES (DEED)

LOT 7
RIVERWALK - SECTION 1
P.B. 28 PGS 98-99

16-12-103-011
BETTY L. CARTER, TRUSTEE
D.N. 2018-019920
0.6008 ACRES (DEED)
S.R. 87-66

S84°07'54"E 216.77'

SECTION 18
SECTION 12



CIVIL ENGINEERING
SURVEYING
LANDSCAPE
ARCHITECTURE
www.kleingers.com
6219 Centre Park Dr.
West Chester, OH 45089
513.779.7851

EXHIBIT B
20' HIGHWAY
EASEMENT
SECTIONS 12 & 18, TOWN 4, RANGE 2, BTM.
DEERFIELD TOWNSHIP
WARREN COUNTY, OHIO

PROJECT NO: 170671VEA006

DATE: 02-10-2021

SCALE: 1" = 100'



SHEET NO.

1 OF 1



CINCINNATI
COLUMBUS
DAYTON
LOUISVILLE

6219 Centre Park Drive
West Chester, OH 45069
phone ► 513.779.7851
fax ► 513.779.7852
www.kleingers.com

**Exhibit A
Legal Description
20' Highway Easement**

Situated in Section 18, Town 4, Range 2, BTM., Deerfield Township, Warren County, Ohio and being part of a 7.9779 acre (deed) tract of land conveyed to Kings/71, LLC in D.N. 2021 - 025678, being a 20' Highway Easement the centerline of which being described as follows:

Beginning at a point in the north right of way line of KingsView Drive, being N82°35'58"W a distance of 15.00 feet from the intersection with the west right of way line of Kings Island Drive;

Thence through said 7.9779 acre (deed) tract, the following four (4) courses:

1. N07°24'02"E a distance of 18.51 feet;
2. Along a curve to the left, an arc distance of 258.90 feet, said curve having a radius of 565.00 feet, a central angle of 26°15'15" and a chord bearing N05°43'36"W a distance of 256.64 feet;
3. N18°51'13"W a distance of 132.35 feet;
4. Along a curve to the right, an arc distance of 612.53 feet to the terminus of said 20' Highway Easement being in the east right of way line Interstate 71, said curve having a radius of 781.00 feet, a central angle of 44°56'12" and a chord bearing N03°36'53"E a distance of 596.95 feet.

Containing 0.470 acres, more or less, and being subject to easements, restrictions and rights-of-way of record.

Bearings are based on the Ohio State Plane Coordinate System South Zone (OSPC) as derived from the Ohio Department of Transportation's Virtual Reference Stationing (VRS).

All as Shown on attached Exhibit "B"



SEE PAGE 2

NOTES:

1. SOURCE DOCUMENTS AS NOTED.
2. BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM SOUTH ZONE (OSPC) AS DERIVED FROM THE OHIO DEPARTMENT OF TRANSPORTATION'S VIRTUAL REFERENCE STATIONING (VRS), (NAD 83)

20' HIGHWAY EASEMENT
0.470 ACRES

16-18-252-005
KINGS/71, LLC
D.N. 2021 - 025678
7.9779 ACRE (DEED)
S.R. 154 - 12

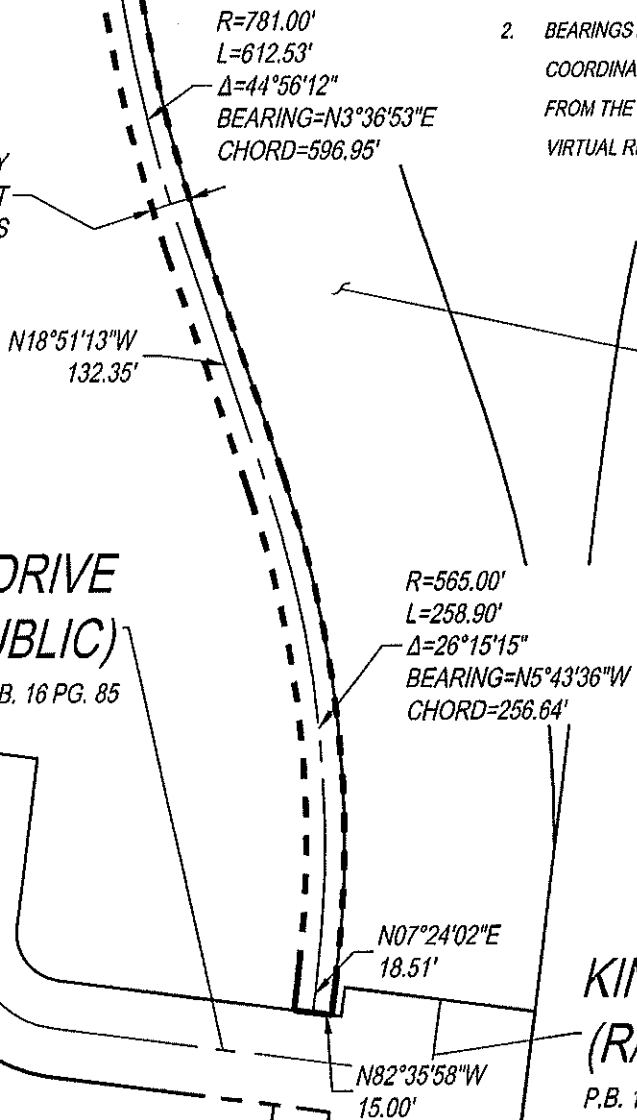
²⁵²
~~16-18-276-006~~
KINGS/71, LLC
D.N. 2021 - 028130
4.3107 ACRES (DEED)
S.R. 154 - 29



REPLAT OF KINGS ISLAND
COMMERCIAL CENTER
P.B. 15 PG. 37
16-18-276-002
LOT 6
HJH MASON 1, LLC (81.10%)
EXETER 20446 WY, LLC (18.90%)
D.N. 2020-025571
S.R. 75-31

KINGSVIEW DRIVE
(50' R/W - PUBLIC)
P.B. 16 PG. 85

16-18-200-017
LOT 3
MCDONALD'S REAL
ESTATE COMPANY
O.R. 5149 PG. 963
S.R. 40-36

KINGS ISLAND DRIVE
(R/W VARIES - PUBLIC)
P.B. 15 PG. 37



 <p>THE KLEINGERS GROUP</p> <p>CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE www.kleingers.com</p> <p>6219 Centre Park Dr. West Chester, OH 45089 513.779.7851</p>	<p>EXHIBIT B 20' HIGHWAY EASEMENT</p> <p>SECTION 18, TOWN 4, RANGE 2, BTM. DEERFIELD TOWNSHIP WARREN COUNTY, OHIO</p>	PROJECT NO: 170671VEA006
		DATE: 02-10-2021
		SCALE: 1" = 100'
		
		SHEET NO. 1 OF 2

H:\2017\170671\006_DWG\170671VEA006 - EASEMENTS.dwg, 6/7/2021 2:53:23 PM, aigel

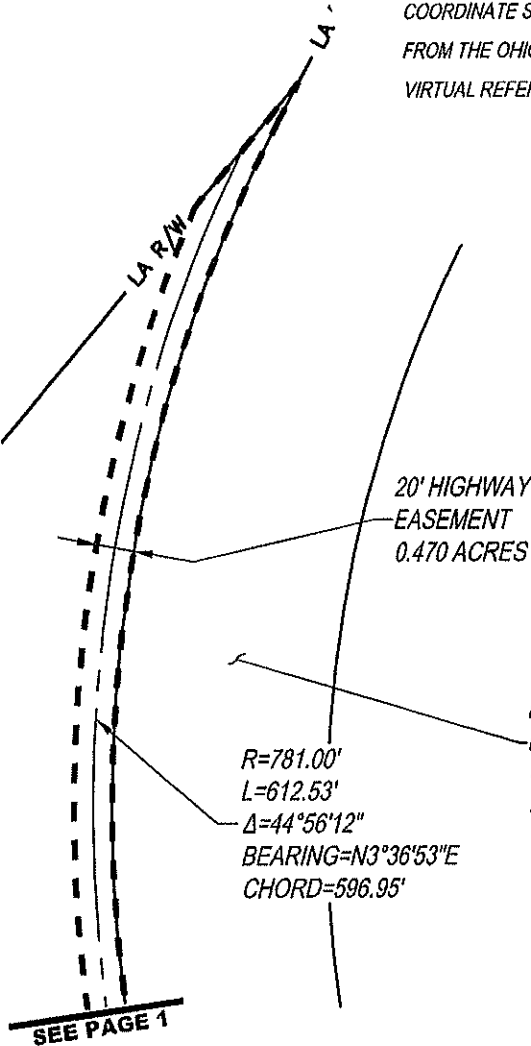


NOTES:

1. SOURCE DOCUMENTS AS NOTED.
2. BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM SOUTH ZONE (OSPC) AS DERIVED FROM THE OHIO DEPARTMENT OF TRANSPORTATION'S VIRTUAL REFERENCE STATIONING (VRS). (NAD 83)

INTERSTATE 71
(RW VARIES)

16-18-252-005
KINGS/71, LLC
D.N. 2021 - 025678
7.9779 ACRE (DEED)
S.R. 154 - 12



20' HIGHWAY
EASEMENT
0.470 ACRES

²⁵²
16-18-276-~~006~~
KINGS/71, LLC
D.N. 2021 - 028130
4.3107 ACRES (DEED)
S.R. 154 - 29

R=781.00'
L=612.53'
Δ=44°56'12"
BEARING=N3°36'53"E
CHORD=596.95'

16-18-276-008
KINGS/71, LLC
D.N. 2021 - 025678
44.7185 ACRE (DEED)
S.R. 154 - 12

SEE PAGE 1



<p>CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE www.kleingers.com 6219 Centre Park Dr. West Chester, OH 45069 513.779.7851</p>	<p>EXHIBIT B 20' HIGHWAY EASEMENT</p> <p>SECTION 18, TOWN 4, RANGE 2, BTM. DEERFIELD TOWNSHIP WARREN COUNTY, OHIO</p>	PROJECT NO: 170671VEA006
		DATE: 02-10-2021
		SCALE: 1" = 100'
		SHEET NO. 2 OF 2



CINCINNATI
COLUMBUS
DAYTON
LOUISVILLE

6219 Centre Park Drive
West Chester, OH 45069
phone ► 513.779.7851
fax ► 513.779.7852
www.kleingers.com

**Exhibit A
Legal Description
20' Highway Easement**

Situated in Section 18, Town 4, Range 2, BTM., Deerfield Township, Warren County, Ohio and being part of a 44.7185 acre (deed) tract of land conveyed to Kings/71, LLC in D.N. 2021 - 025678, being a 20' Highway Easement the centerline of which being described as follows:

Beginning at a point in the west line of Lot 6 of the Replat of Kings Island Commercial Center as recorded in P.B. 15 Pg. 37, being N07°24'02"E a distance of 147.12 feet from the northeast terminus of Kings Island Drive as recorded in P.B. 15 Pg. 37;

Thence through said 44.7185 acre (deed) tract, the following five (5) courses:

1. Along a curve to the left, an arc distance of 173.81 feet, said curve having a radius of 695.00 feet, a central angle of 14°19'43" and a chord bearing N11°41'21"W a distance of 173.36 feet;
2. N18°51'13"W a distance of 125.48 feet;
3. Along a curve to the right, an arc distance of 530.91 feet, said curve having a radius of 651.00 feet, a central angle of 46°43'34" and a chord bearing N04°30'34"E a distance of 516.32 feet;
4. N27°52'21"E a distance of 314.60 feet;
5. Along a curve to the right, an arc distance of 361.71 feet to the terminus of said 20' Highway Easement being in the north line of Section 18, said curve having a radius of 2435.00 feet, a central angle of 08°30'40" and a chord bearing N32°07'41"E a distance of 361.37 feet.

Containing 0.693 acres, more or less, and being subject to easements, restrictions and rights-of-way of record.

Bearings are based on the Ohio State Plane Coordinate System South Zone (OSPC) as derived from the Ohio Department of Transportation's Virtual Reference Stationing (VRS).

All as Shown on attached Exhibit "B"



SEE PAGE 2

NOTES:

1. SOURCE DOCUMENTS AS NOTED.
2. BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM SOUTH ZONE (OSPC) AS DERIVED FROM THE OHIO DEPARTMENT OF TRANSPORTATION'S VIRTUAL REFERENCE STATIONING (VRS). (NAD 83)

16-18-252-005
KINGS/71, LLC
D.N. 2021 - 025678
7.9779 ACRE (DEED)
S.R. 154 - 12

20' HIGHWAY
EASEMENT
0.693 ACRES

252
16-18-276-006
KINGS/71, LLC
D.N. 2021 - 028130
4.3107 ACRES (DEED)
S.R. 154 - 29

KINGSVIEW DRIVE
(50' R/W - PUBLIC)

P.B. 16 PG. 85

R=651.00'
L=530.91'
Δ=46°43'34"
BEARING=N4°30'34"E
CHORD=516.32'

N18°51'13"W
125.48'

REPLAT OF KINGS ISLAND
COMMERCIAL CENTER
P.B. 15 PG. 37

16-18-276-002
LOT 6

HJH MASON 1, LLC (81.10%)
EXETER 20446 WY, LLC (18.90%)
D.N. 2020-025571
S.R. 75-31

16-18-200-017
LOT 3
MCDONALD'S REAL
ESTATE COMPANY
O.R. 5149 PG. 963
S.R. 40-36

N07°24'02"E 147.12'

KINGS ISLAND DRIVE
(R/W VARIES - PUBLIC)

P.B. 15 PG. 37



CIVIL ENGINEERING
SURVEYING
LANDSCAPE
ARCHITECTURE
www.kleingers.com
6219 Centre Park Dr.
West Chester, OH 45069
613.779.7851

EXHIBIT B
20' HIGHWAY
EASEMENT
SECTION 18, TOWN 4, RANGE 2, BTM.
DEERFIELD TOWNSHIP
WARREN COUNTY, OHIO

PROJECT NO: **170671VEA006**

DATE: **02-10-2021**

SCALE: **1" = 100'**

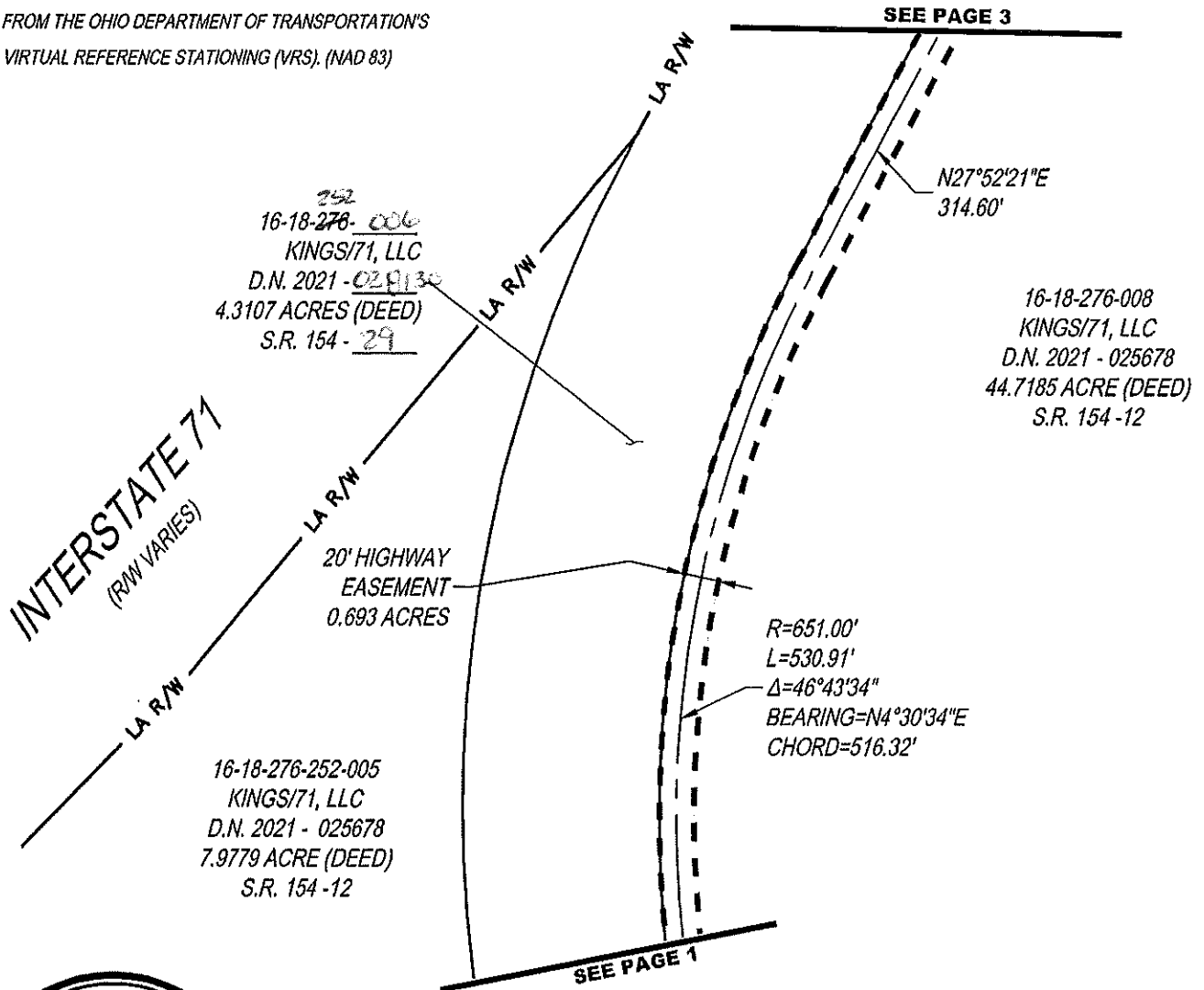


SHEET NO.

1 OF 3

NOTES:

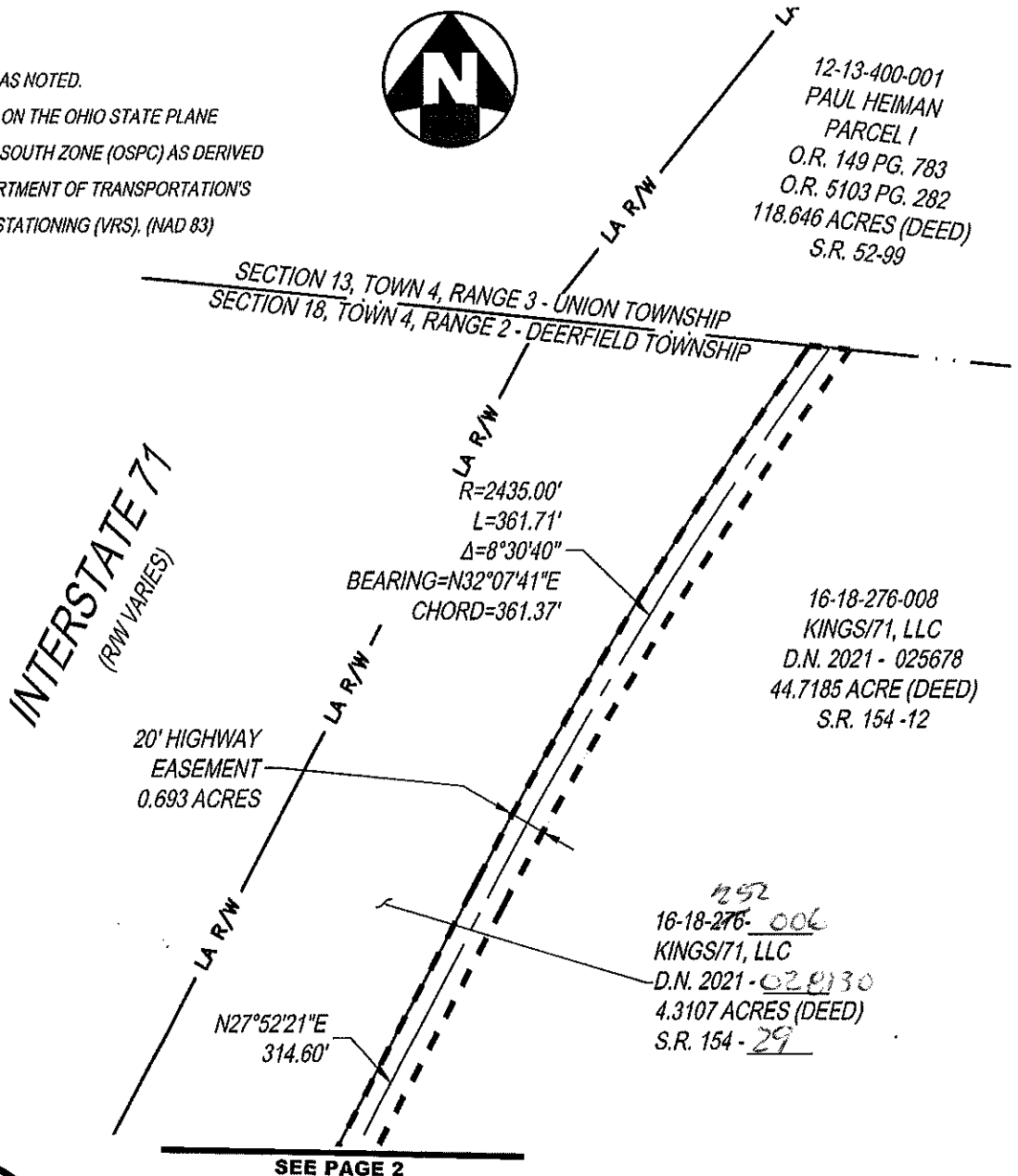
1. SOURCE DOCUMENTS AS NOTED.
2. BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM SOUTH ZONE (OSPC) AS DERIVED FROM THE OHIO DEPARTMENT OF TRANSPORTATION'S VIRTUAL REFERENCE STATIONING (VRS). (NAD 83)




<p>THE KLEINGERS GROUP</p> <p>CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE www.kleingers.com</p> <p>6219 Centru Park Dr. West Chester, OH 45069 513.779.7851</p>	<p>EXHIBIT B</p> <p>20' HIGHWAY EASEMENT</p> <p>SECTION 18, TOWN 4, RANGE 2, BTM. DEERFIELD TOWNSHIP WARREN COUNTY, OHIO</p>	PROJECT NO: 170671VEA006
		DATE: 02-10-2021
		SCALE: 1" = 100'
		SHEET NO. 2 OF 3

NOTES:

1. SOURCE DOCUMENTS AS NOTED.
2. BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM SOUTH ZONE (OSPC) AS DERIVED FROM THE OHIO DEPARTMENT OF TRANSPORTATION'S VIRTUAL REFERENCE STATIONING (VRS), (NAD 83)



 <p>THE KLEINGERS GROUP</p> <p>CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE www.kleingers.com</p> <p>6219 Centre Park Dr. West Chester, OH 45069 613.779.7051</p>	<p>EXHIBIT B 20' HIGHWAY EASEMENT</p> <p>SECTION 18, TOWN 4, RANGE 2, BTM. DEERFIELD TOWNSHIP WARREN COUNTY, OHIO</p>	PROJECT NO: 170671VEA006
		DATE: 02-10-2021
		SCALE: 1" = 100'
		SHEET NO. 3 OF 3

Resolution

Number 21-0893

Adopted Date June 29, 2021

ENTER INTO A PERMANENT WATERLINE & APPURTENANCE EASEMENT AGREEMENT WITH KINGS/71, LLC, FOR THE KINGS MILLS RESORT DEVELOPMENT, ALSO KNOWN AS KINGS ISLAND CAMP CEDAR, IN DEERFIELD TOWNSHIP

WHEREAS, the Kings Mills Resort development improvements included the construction of a 500-Lin. Ft., 12" diameter water main extension beginning near a point located along the east right-of-way line of I-71 and ending near a point located on the west line of the 4.3107 acre Parcel # 16-18-252-006 (the said west line of Parcel # 16-18-252-006 also being the future west right-of-way line for Kings Island Drive), and

WHEREAS, the land area for the waterline & appurtenance easement over the 500-Lin. Ft. 12" water main extension is as follows:

Permanent Waterline & Appurtenance Easement – Exhibits A & B – 0.231 acres


NOW THEREFORE BE IT RESOLVED, to enter into a permanent waterline & appurtenance easement agreement with Kings/71, LLC. A copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Kings/71, LLC
Water/Sewer Dept (file)
Easement file
Recorder (certified)

Grantor: Kings/71, LLC
Property Address: 5158 Kings Island Dr., Mason, OH 45040
Parcel Number: _____ (Pt.)
Auditor's Account Number: _____

**EASEMENT & AGREEMENT FOR
WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by **Kings/71, LLC**, an Ohio limited liability company, whose tax mailing address is 8620 Tyler Blvd., Mentor, Ohio 44060 (hereinafter "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter "Grantee").

The Purpose of this Easement & Agreement is to install, maintain, repair, replace and use underground public waterlines and related facilities and other purposes described herein.

WITNESSETH, that Grantor for and in consideration of one Dollar (\$ 1.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements in, on, over, under, through, across and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof.

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- 1) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property;
and,
- 2) none.

The permanent easement being granted herein is part of a parcel located in Deerfield Township, Warren County, Ohio, consisting of 7.9779 acres, and being the same premises described in a deed recorded in Doc. # 2021-025678 of the Warren County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

The said permanent easement shall be subject to the following rights, restrictions, covenants, and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, an underground waterline and all reasonably necessary related above and below ground appurtenances thereto necessary to the operation thereof, together with the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the above described permanent easement which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or repairs of said waterline and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein.

2. The right of the Grantee, its employees or agents, to temporarily store earth and materials, and to move and operate construction equipment in, on, over, under, through, across and above the said permanent easement as may be reasonably necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement and removal thereafter. In event it is necessary for the Grantee to re-enter upon the permanent easement area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than existed prior to Grantee re-entering onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.

3. The Grantee shall have a permanent right of entry in, on, over, under, through, across and above the permanent easement area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration of said waterline and all necessary related above and below ground appurtenances, and such route of access shall be

the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantor.

4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the above described permanent easement. However, Grantor shall otherwise have the right to use the land within the limits of said permanent easement in a manner not inconsistent with the rights conveyed to the Grantee. .

The permanent easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity, unless otherwise provided herein.

Grantor shall have the right to repurchase the permanent easement interest for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase; (ii) the Grantor fails to repurchase within sixty (60) days after the Grantee offers the easement interest for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

Grantor acknowledges its right to an appraisal of the real estate in compliance with Ohio Rev. Code § 163.04, but waives its right to said appraisal.

Grantor covenants with Grantee, its successors and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, and it has good right and full power to grant the easements rights provided for herein, and will defend the same against all others in favor of Grantee.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed

in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes hereunder shall exclusively be the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of this Agreement in any other state or federal court.

[Signature pages follow.]

GRANTOR:

IN EXECUTION WHEREOF, RICHARD A. HAGLAGE the duly authorized REPRESENTATIVE, , has set his/her hands to this instrument on the date stated below, in accordance with a corporate resolution, consent action, vote of its directors or officers, or as otherwise authorized by Grantor's articles of incorporation, constitution or by-laws.

GRANTOR:

KINGS/71, LLC,
an Ohio limited liability company

SIGNATURE: [Signature]
PRINTED NAME: RICHARD A. HAGLAGE
TITLE: AUTH. REPRESENTATIVE
DATE: 6-7-21

STATE OF Ohio, COUNTY OF Clermont, ss:

BE IT REMEMBERED, that on the 7th day of June, 2021, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be Richard A Haglage, whose title is Authorized Representative of Kings/71, LLC, an Ohio limited liability company, whose name is subscribed hereto and he (she) executed the forgoing instrument, and acknowledged the signing and execution of said instrument is his (her) free and voluntary act and deed as its authorized representative for the uses and purposes stated in this instrument.

[SEAL]

Notary Public: [Signature]
My Commission Expires: _____



DENISE A. HARDY
Notary Public, State of Ohio
My Commission Expires
July 8, 2021
Recorded in Warren County

GRANTEE:

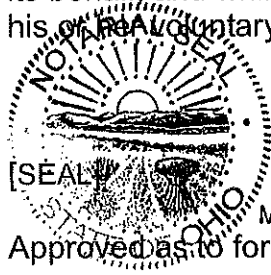
IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by David G. Young, its President or Vice-President, on the date stated below, pursuant to Resolution Number 21-0893, dated 6-29-21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

Signature: _____
Printed Name: David G. Young
Title: President
Date: 6-29-21

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 29 day of June, 2021, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be David G. Young, whose title is **President or Vice-President of the Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed.



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

Notary Public: _____
My Commission Expires: 12/26/2022

Approved as to form by:

**DAVID FORNSHELL
PROSECUTING ATTORNEY,
WARREN COUNTY, OHIO**
David Fornshell
By: Assistant Prosecutor
Date: 6/24/21

Prepared by:
Richard D. Herndon, Esq.
Griffin Fletcher & Herndon LLP
3500 Red Bank Road
Cincinnati, Ohio 45227
(513) 421-1313



CINCINNATI
COLUMBUS
DAYTON
LOUISVILLE

6219 Centre Park Drive
West Chester, OH 45069
phone ► 513.779.7851
fax ► 513.779.7852
www.kleingers.com

**Exhibit A
Legal Description
20' Waterline Easement**

Situated in Section 18, Town 4, Range 2, BTM., Deerfield Township, Warren County, Ohio and being part of a 7.9779 acre (deed) tract of land conveyed to Kings/71, LLC in D.N. 2021- 025678, being a 20' Waterline Easement the centerline of which being described as follows:

Commencing at the intersection of the east right of way line of Interstate 71 with the northwest corner of Lot 4 of the Replat of Lot 1 & 2 Henkle-Schueler Properties Subdivision as recorded in P.B. 52 Pg. 27;

Thence along said east right of way line, the following three (3) courses:

1. N18°19'54"E a distance of 178.31 feet;
2. N27°34'36"E a distance of 284.68 feet;
3. N44°27'04"E a distance of 16.68 feet;

Thence through the aforementioned 7.9779 acre (deed) tract, S45°32'56"E a distance of 10.00 feet to the True Point of Beginning for this description;

Thence N44°27'04"E a distance of 326.12 feet;

Thence continuing, S86°04'31"E a distance of 177.20 feet to the terminus of said 20' Waterline Easement being in the west line of a 4.3107 acre (deed) tract of land conveyed to Kings/71, LLC in D.N. 2021- 028130.

Containing 0.231 acres, more or less, and being subject to easements, restrictions and rights-of-way of record.

Bearings are based on the Ohio State Plane Coordinate System South Zone (OSPC) as derived from the Ohio Department of Transportation's Virtual Reference Stationing (VRS).

All as Shown on attached Exhibit "B"



NOTES:

1. SOURCE DOCUMENTS AS NOTED.
2. BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM SOUTH ZONE (OSPC) AS DERIVED FROM THE OHIO DEPARTMENT OF TRANSPORTATION'S VIRTUAL REFERENCE STATIONING (VRS), (NAD 83)

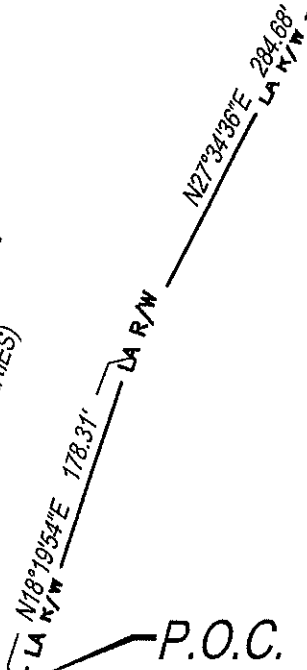
INTERSTATE 71
(R/W VARIES)

SEE PAGE 2

KINGSVIEW DRIVE
(50' R/W - PUBLIC)

16-18-252-005
KINGS/71, LLC
D.N. 2021 - 025678
7.9779 ACRE (DEED)
S.R. 154 - 12

P.B. 16 PG. 85



P.O.C.

REPLAT OF LOT 1 & 2
HENKLE-SCHUELER
PROPERTIES SUBDIVISION
P.B. 52 PG. 27
16-18-252-004
LOT 4
JACK HENKLE, INC.
O.R. 2077 PG. 484

16-18-252-003
LOT 3
CHANTILAS
PROPERTIES, LLC
D.N. 2020-027321

16-18-200-017
LOT 3
MCDONALD'S REAL
ESTATE COMPANY
O.R. 5149 PG. 963
S.R. 40-36



CIVIL ENGINEERING
SURVEYING
LANDSCAPE
ARCHITECTURE
www.kleingers.com

6219 Centre Park Dr.
West Chester, OH 45069
613.779.7851

EXHIBIT B
20' WATERLINE
EASEMENT

SECTION 18, TOWN 4, RANGE 2, BTM.
DEERFIELD TOWNSHIP
WARREN COUNTY, OHIO

PROJECT NO: **170671VEA006**

DATE: **02-10-2021**

SCALE: **1" = 100'**



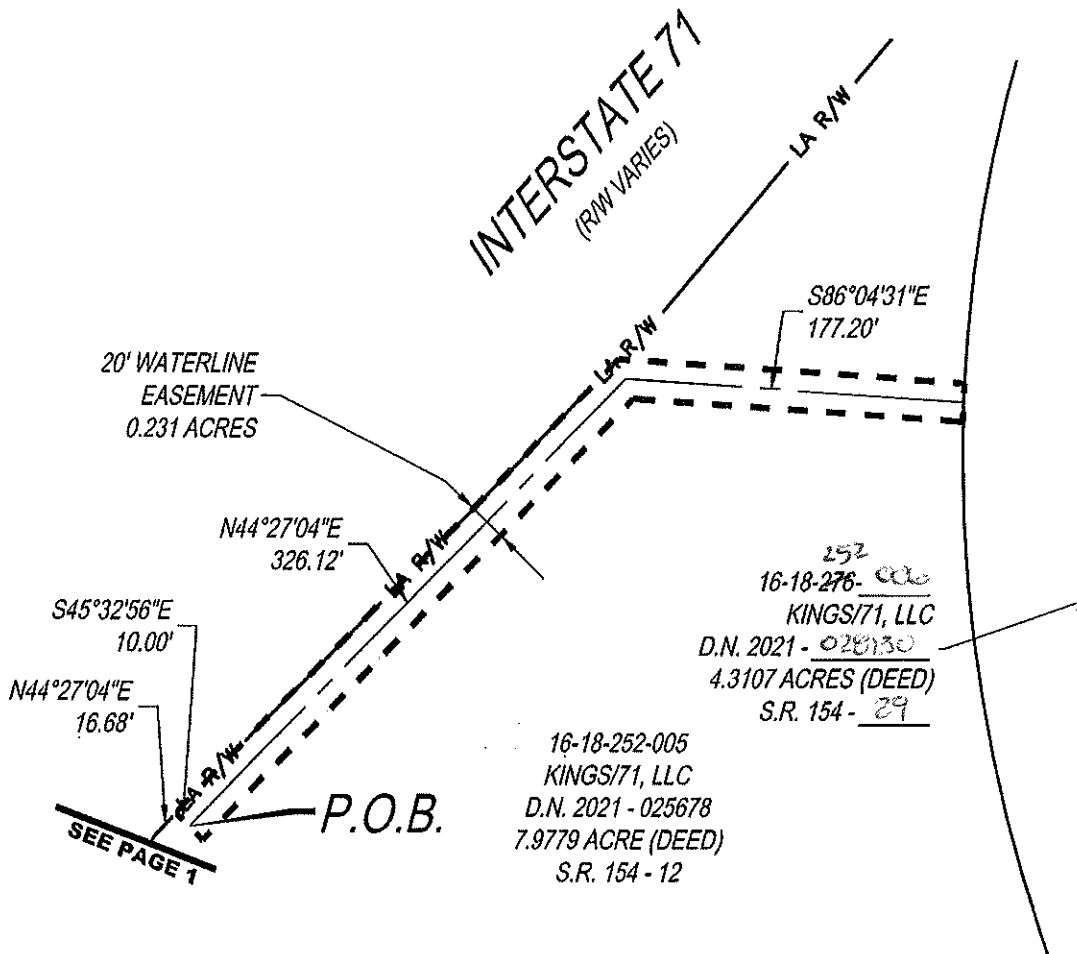
SHEET NO.

1 OF 2



NOTES:

1. SOURCE DOCUMENTS AS NOTED.
2. BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM SOUTH ZONE (OSPC) AS DERIVED FROM THE OHIO DEPARTMENT OF TRANSPORTATION'S VIRTUAL REFERENCE STATIONING (VRS). (NAD 83)



<p>THE KLEINGERS GROUP</p> <p>CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE www.kleingers.com</p> <p>6219 Centre Park Dr. West Chester, OH 45089 513.779.7051</p>	<p>EXHIBIT B</p> <p>20' WATERLINE EASEMENT</p> <p>SECTION 18, TOWN 4, RANGE 2, BTM. DEERFIELD TOWNSHIP WARREN COUNTY, OHIO</p>	PROJECT NO: 170671VEA006
		DATE: 02-10-2021
		SCALE: 1" = 100'
		SHEET NO. 2 OF 2

H:\2017\170671\006_DWG\170671VEA006 - EASEMENTS.dwg, 6/7/2021 2:53:21 PM, aigel

Resolution

Number 21-0894

Adopted Date June 29, 2021

ENTER INTO AN EXCLUSIVE AND PERMANENT SLOPE EASEMENT AGREEMENT WITH KINGS/71, LLC, FOR SLOPE EASEMENT AREAS LOCATED ALONG THE FUTURE KINGS ISLAND DRIVE FRONTAGES OF THE KINGS MILLS RESORT DEVELOPMENT, ALSO KNOWN AS KINGS ISLAND CAMP CEDAR, IN DEERFIELD TOWNSHIP

WHEREAS, the exclusive and permanent slope easement areas now considered are located along the future Kings Island Drive frontages for the Kings Mills Resort Development (also known as Kings Island Camp Cedar) and are provided now with this resolution in accordance with the access agreement between this Board and Kings/71, LLC that was approved by the Board on April 20, 2021 with Resolution 21-0538; and

WHEREAS, the land area for the exclusive and permanent slope easement areas area is as follows:

- Exclusive and Permanent Slope Easement – Exhibits A & B – 0.052 acres (Portion adjacent to, east, of future Kings Island Drive, currently identified as the 4.3107 acre Parcel # 16-18-252-006)
- Exclusive and Permanent Slope Easement – Exhibits A & B – 0.058 acres (Portion adjacent to, west, of future Kings Island Drive, currently identified as the 4.3107 acre Parcel # 16-18-252-006)


NOW THEREFORE BE IT RESOLVED, to enter into an exclusive and permanent slope easement agreement with Kings/71, LLC. A copy of the said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Kings/71, LLC
Engineer (file)
Easement file
Recorder (certified)

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
P.I.N. # _____(Pt.)**

SLOPE EASEMENT AGREEMENT

This Slope Easement Agreement (“Agreement”) is entered into the date stated below by KINGS/71, LLC, an Ohio limited liability company, whose mailing address is 8620 Tyler Blvd., Mentor, Ohio 44060 (the “Grantor”), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the “Grantee”).

The Purpose of this Agreement is to obtain the necessary exclusive and permanent Slope Easement for Kings Island Drive (County Road #110).

That the Grantor, for and in consideration of the sum of one-dollar (\$1.00), the receipt and sufficiency of which is hereby stipulated, does hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, a permanent slope easement for the purpose of constructing and maintaining embankment slopes for Kings Island Drive (County Road # 110) until such time as the GRANTOR(S) desires to remove or build on the slope, provided that the proper preservation of the highway will not be impaired by such removal or occupancy of the slopes in the opinion of the County Engineer, together with the right to construct, repair, the roadway slopes and embankment located on the property, which is situated in Sections 12 & 18, Town 4, Range 2, Deerfield Township, Warren County, State of Ohio, and limited to the area more particularly described as follows:

PERMANENT SLOPE EASEMENT LEGAL DESCRIPTION

See Exhibit “A” for details.

See Exhibit “B” for drawing.

The permanent slope easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land.

Grantor shall have the right to repurchase this property interest for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase the property; (ii) the Grantor fails to repurchase the property within sixty (60) days after the Grantee offers the property for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Slope Easement Agreement. The Grantor’s right of repurchase is not assignable, nor does it run with the land.

The GRANTOR covenants and agrees that no additional structures of a temporary or permanent type shall be placed on, above, or under the property subject to the Easement, nor shall any dirt, stone, fill or other materials be added or removed. Subject to the preceding restrictions, Grantor shall have the right to use the slope easement areas for any purposes that do not materially and adversely impact Grantee’s ability to use such areas for the slope easement purposes described herein.

Grantor acknowledges receipt of an appraisal in compliance with Ohio Rev. Code § 163.04, but waives its right to said appraisal.

IN EXECUTION WHEREOF, KINGS/71, LLC, an Ohio limited liability company, has caused this instrument to be executed by its AUTH REPRESENT, acting in his/her authorized capacity to legally bind the company pursuant to its operating agreement or a resolution authorizing such act.

COMPANY

KINGS/71, LLC,
an Ohio limited liability company

SIGNATURE: RAH
PRINTED NAME: RICHARD A. HAGLAGE
TITLE: AUTH. REPRESENTATIVE
DATE: 6-7-21

ACKNOWLEDGMENT

STATE OR COMMONWEALTH OF Ohio,
COUNTY OF Clermont, ss.

On this 7th day of June, 2021, before me, the undersigned Notary Public, personally appeared Richard A Haglage, who proved to me on the basis of satisfactory evidence, to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on this instrument, the person(s) or the entity upon which the person(s) acted, executed this instrument.

WITNESS my hand and official seal.
Denise Hardy

Notary Public
Print Name: _____
My commission expires _____



DENISE A. HARDY
Notary Public, State of Ohio
My Commission Expires
July 8, 2021
Recorded in Warren County

GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by David G. Young, whose title is President or Vice-President, on the date stated below, pursuant to Resolution No. 21-0894 President, dated 6.29.21

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]
PRINTED NAME: David G. Young
TITLE: President
DATE: 6.29.21

STATE OF OHIO, COUNTY OF WARREN, ss.

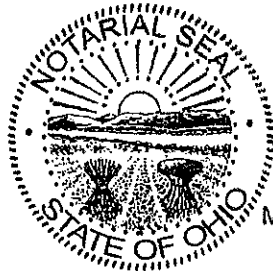
BE IT REMEMBERED, on this 29 day of June, 2021 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be David G. Young, whose title is President or Vice-President of the Warren County Board of County Commissioners, the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

Notary Public: [Signature]
My commission expires: 12/26/2022

Approved as to form by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]
Bruce A. McGary, Assistant Prosecutor
500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1384
Fx. (513) 695-2962
Email:



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

Prepared by:
Richard D. Herndon, Esq.
Griffin Fletcher & Herndon LLP
3500 Red Bank Road
Cincinnati, Ohio 45227

(513) 421-1313



CINCINNATI
COLUMBUS
DAYTON
LOUISVILLE

6219 Centre Park Drive
West Chester, OH 45069
phone ► 513.779.7851
fax ► 513.779.7852
www.kleingers.com

**Exhibit A
Legal Description
Slope Easement**

Situated in Section 18, Town 4, Range 2, BTM., Deerfield Township, Warren County, Ohio and being part of a 44.7185 acre (deed) tract of land conveyed to Kings/71, LLC in D.N. 2021 - 025678, being a slope easement the boundary of which being described as follows:

Commencing at the northeast terminus of Kings Island Drive as recorded in P.B. 15 Pg. 37;

Thence along the west line of Lot 6 of the Replat of Kings Island Commercial Center as recorded in P.B. 15 Pg. 37, N07°24'02"E a distance of 86.12 feet;

Thence along the east line of a 4.3107 acre (deed) tract of land conveyed to Kings/71, LLC as recorded in D.N. 2021 - 028130, the following three (3) courses:

1. Along a curve to the left, an arc distance of 231.07 feet, said curve having a radius of 685.00 feet, a central angle of 19°19'38" and a chord bearing N09°11'24"W a distance of 229.97 feet;
2. N18°51'13"W a distance of 125.48 feet;
3. Along a curve to the right, an arc distance of 360.12 feet to the True Point of Beginning for this description, said curve having a radius of 661.00 feet, a central angle of 31°12'56" and a chord bearing N03°14'45"W a distance of 355.69 feet;

Thence continuing along said east line along a curve to the right, an arc distance of 66.25 feet, said curve having a radius of 661.00 feet, a central angle of 05°44'33" and a chord bearing N15°14'00"E a distance of 66.22 feet;

Thence through the aforementioned 44.7185 acre (deed) tract, the following three (3) courses:

1. S71°53'44"E a distance of 35.00 feet;
2. Along a curve to the left, an arc distance of 62.74 feet, said curve having a radius of 626.00 feet, a central angle of 05°44'33" and a chord bearing S15°14'00"W a distance of 62.72 feet;
3. N77°38'17"W a distance of 35.00 feet to the Point of Beginning.

**THE
KLEINGERS
GROUP**



Containing 0.052 acres, more or less, and being subject to easements, restrictions and rights-of-way of record.

Bearings are based on the Ohio State Plane Coordinate System South Zone (OSPC) as derived from the Ohio Department of Transportation's Virtual Reference Stationing (VRS).

All as Shown on attached Exhibit "B"



SEE PAGE 2

NOTES:

1. SOURCE DOCUMENTS AS NOTED.
2. BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM SOUTH ZONE (OSPC) AS DERIVED FROM THE OHIO DEPARTMENT OF TRANSPORTATION'S VIRTUAL REFERENCE STATIONING (VRS), (NAD 83)

16-18-252-005
KINGS/71, LLC
D.N. 2021 - 025678
7.9779 ACRE (DEED)
S.R. 154 - 12

²⁵²
16-18-276-~~006~~
KINGS/71, LLC
D.N. 2021 - 028130
4.3107 ACRES (DEED)
S.R. 154 - 29

KINGSVIEW DRIVE
(50' R/W - PUBLIC)
P.B. 16 PG. 85

REPLAT OF KINGS ISLAND
COMMERCIAL CENTER
P.B. 15 PG. 37
16-18-276-002
LOT 6
HJH MASON 1, LLC (81.10%)
EXETER 20446 WY, LLC (18.90%)
D.N. 2020-025571
S.R. 75-31

16-18-200-017
LOT 3
MCDONALD'S REAL
ESTATE COMPANY
O.R. 5149 PG. 963
S.R. 40-36

R=661.00'
L=360.12'
Δ=31°12'56"
BEARING=N3°14'45"W
CHORD=355.69'

N18°51'13"W 125.48'

R=685.00'
L=231.07'
Δ=19°19'38"
BEARING=N9°11'24"W
CHORD=229.97'

N07°24'02"E 86.12'

P.O.C.
KINGS ISLAND DRIVE
(R/W VARIES - PUBLIC)
P.B. 15 PG. 37



CIVIL ENGINEERING
SURVEYING
LANDSCAPE
ARCHITECTURE
www.kleingers.com

6219 Centre Park Dr.
West Chester, OH 45089
513.779.7851

EXHIBIT B
SLOPE EASEMENT
SECTION 18, TOWN 4, RANGE 2, BTM.
DEERFIELD TOWNSHIP
WARREN COUNTY, OHIO

PROJECT NO: **170671VEA006**

DATE: **02-10-2021**

SCALE: **1" = 100'**

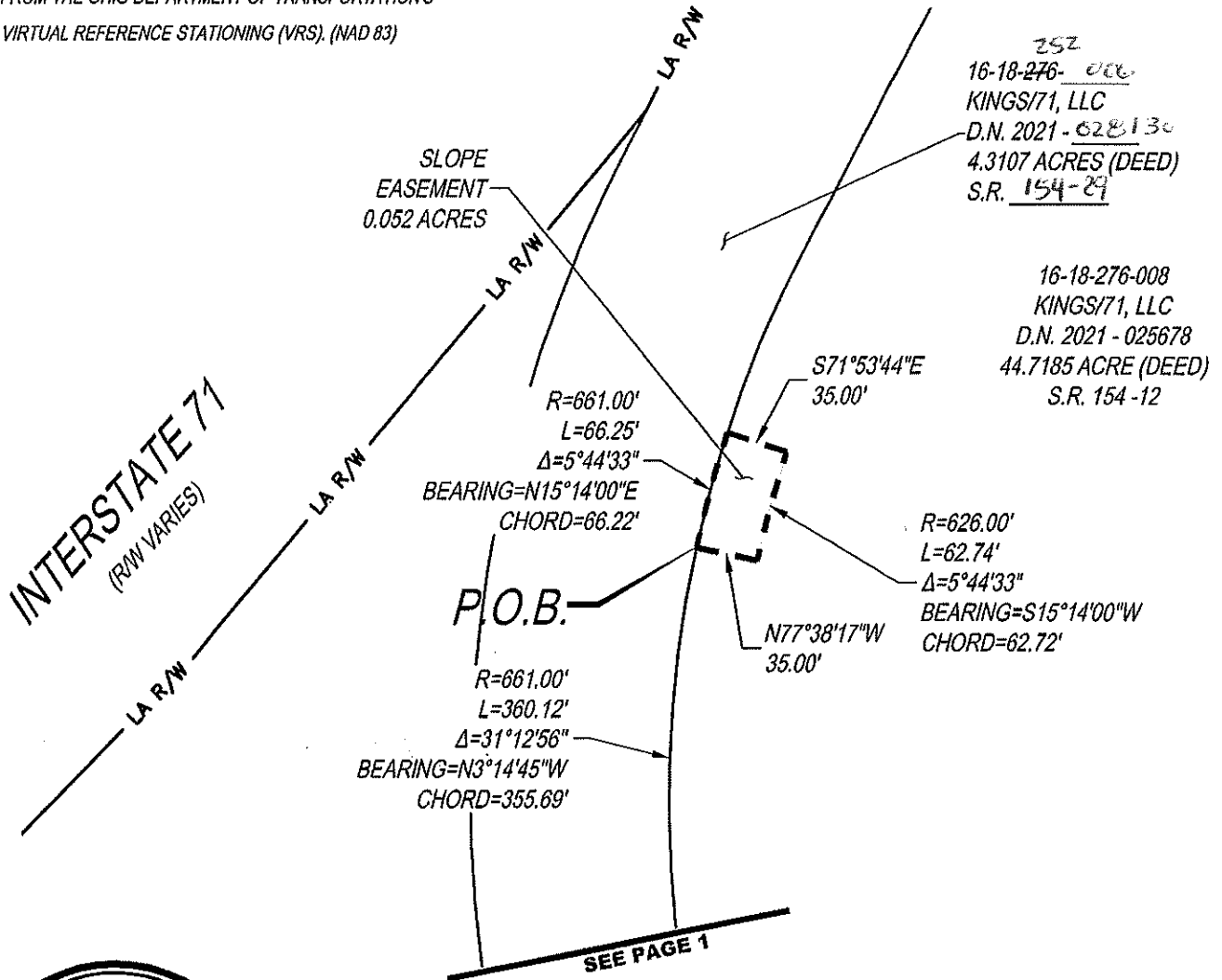


SHEET NO.

1 OF 2

NOTES:

1. SOURCE DOCUMENTS AS NOTED.
2. BEARINGS ARE BASED ON THE OHIO STATE PLANE
COORDINATE SYSTEM SOUTH ZONE (OSPC) AS DERIVED
FROM THE OHIO DEPARTMENT OF TRANSPORTATION'S
VIRTUAL REFERENCE STATIONING (VRS), (NAD 83)



<p>CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE www.kleingers.com 6219 Centre Park Dr. West Chester, OH 45069 613.779.7851</p>	<p>SLOPE EASEMENT SECTION 18, TOWN 4, RANGE 2, BTM. DEERFIELD TOWNSHIP WARREN COUNTY, OHIO</p>	PROJECT NO: 170671VEA006
		DATE: 02-10-2021
		SCALE: 1" = 100'
		SHEET NO. 2 OF 2



CINCINNATI
COLUMBUS
DAYTON
LOUISVILLE

6219 Centre Park Drive
West Chester, OH 45069
phone ► 513.779.7851
fax ► 513.779.7852
www.kleingers.com

**Exhibit A
Legal Description
Slope Easement**

Situated in Section 18, Town 4, Range 2, BTM., Deerfield Township, Warren County, Ohio and being part of a 7.9779 acre (deed) tract of land conveyed to Kings/71, LLC in D.N. 2021 - 025678, being a slope easement the boundary of which being described as follows:

Commencing at the intersection of the east right of way line of Interstate 71 with the northwest corner of Lot 4 of the Replat of Lot 1 & 2 Henkle-Schueler Properties Subdivision as recorded in P.B. 52 Pg. 27;

Thence along said east right of way line, the following four (4) courses:

1. N18°19'54"E a distance of 178.31 feet;
2. N27°34'36"E a distance of 284.68 feet;
3. N44°27'04"E a distance of 379.65 feet;
4. N39°55'44"E a distance of 235.51 feet to the True Point of Beginning for this description;

Thence continuing along said east right of way line, N39°55'44"E a distance of 84.98 feet;

Thence through the aforementioned 7.9779 acre (deed) tract, S66°16'35"E a distance of 18.68 feet to a point in the west line of a 4.3107 acre (deed) tract of land conveyed to Kings/71, LLC in D.N. 2021 - 028130 ;

Thence along said west line, along a curve to the left, an arc distance of 77.10 feet, said curve having a radius of 771.00 feet, a central angle of 05°43'45" and a chord bearing S20°51'33"W a distance of 77.06 feet;

Thence through said 7.9779 acre (deed) tract, N72°00'20"W a distance of 46.48 feet to the Point of Beginning;

Containing 0.058 acres, more or less, and being subject to easements, restrictions and rights-of-way of record.

Bearings are based on the Ohio State Plane Coordinate System South Zone (OSPC) as derived from the Ohio Department of Transportation's Virtual Reference Stationing (VRS).

All as Shown on attached Exhibit "B"



NOTES:

1. SOURCE DOCUMENTS AS NOTED.
2. BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM SOUTH ZONE (OSPC) AS DERIVED FROM THE OHIO DEPARTMENT OF TRANSPORTATION'S VIRTUAL REFERENCE STATIONING (VRS), (NAD 83)

INTERSTATE 71
(R/W VARIES)

SEE PAGE 2

KINGSVIEW DRIVE
(50' R/W - PUBLIC)

16-18-252-005
KINGS/71, LLC
D.N. 2021 - 025678
7.9779 ACRE (DEED)
S.R. 154 - 12

P.B. 16 PG. 85

P.O.C.

REPLAT OF LOT 1 & 2
HENKLE-SCHUELER
PROPERTIES SUBDIVISION
P.B. 52 PG. 27

16-18-252-004
LOT 4
JACK HENKLE, INC.
O.R. 2077 PG. 484

16-18-252-003
LOT 3
CHANTILAS
PROPERTIES, LLC
D.N. 2020-027321

16-18-200-017
LOT 3
MCDONALD'S REAL
ESTATE COMPANY
O.R. 5149 PG. 963
S.R. 40-36



CIVIL ENGINEERING
SURVEYING
LANDSCAPE
ARCHITECTURE
www.kleingers.com

6219 Centre Park Dr.
West Chester, OH 45009
513.779.7851

EXHIBIT B
SLOPE EASEMENT
SECTION 18, TOWN 4, RANGE 2, BTM.
DEERFIELD TOWNSHIP
WARREN COUNTY, OHIO

PROJECT NO: 170671VEA006

DATE: 02-10-2021

SCALE: 1" = 100'

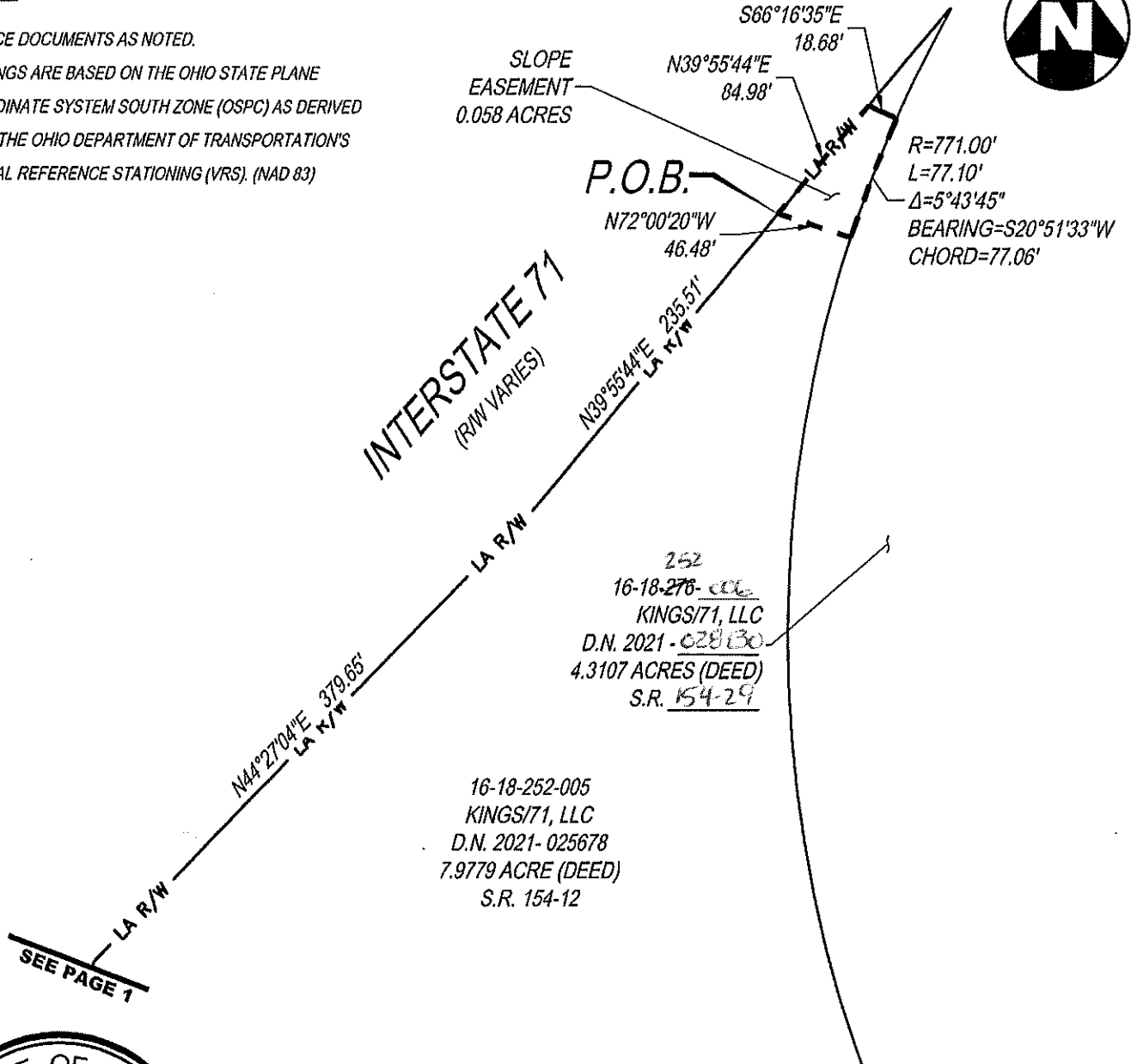


SHEET NO.

1 OF 2

NOTES:

1. SOURCE DOCUMENTS AS NOTED.
2. BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM SOUTH ZONE (OSPC) AS DERIVED FROM THE OHIO DEPARTMENT OF TRANSPORTATION'S VIRTUAL REFERENCE STATIONING (VRS). (NAD 83)



SEE PAGE 1

252
16-18-276-~~006~~
KINGS/71, LLC
D.N. 2021-02830
4.3107 ACRES (DEED)
S.R. 154-29

16-18-252-005
KINGS/71, LLC
D.N. 2021-025678
7.9779 ACRE (DEED)
S.R. 154-12



CIVIL ENGINEERING
SURVEYING
LANDSCAPE
ARCHITECTURE
www.kleingers.com
6219 Centre Park Dr.
West Chester, OH 45069
613.779.7851

EXHIBIT B
SLOPE EASEMENT
SECTION 18, TOWN 4, RANGE 2, BTM.
DEERFIELD TOWNSHIP
WARREN COUNTY, OHIO

PROJECT NO:	170671VEA006
DATE:	02-10-2021
SCALE:	1" = 100'
SHEET NO.	2 OF 2

Resolution

Number 21-0895

Adopted Date June 29, 2021

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 6/22/21 and 6/24/21 as attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 21-0896

Adopted Date June 29, 2021

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN PROVIDENCE, SECTION TEN, SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter into the following security agreement:

SECURITY AGREEMENT


Bond Number	:	21-012 (W/S)
Development	:	Providence, Section Ten
Developer	:	Grand Communities, LLC
Township	:	Hamilton
Amount	:	\$7,251.10
Surety Company	:	Berkley Insurance Company (0238884)

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

caw

cc: Grand Communities, LLC., Dave Stroup, 3940 Olympic Blvd., Ste 100, Erlanger KY 41018
Berkley Insurance Co., 412 Mount Kemble Ave, Suite 310N, Morristown, NJ 07960
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

WS-21-012

This Agreement made and concluded at Lebanon, Ohio, by and between _____
Grand Communities, LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Berkley Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in _____
Providence **Subdivision, Section/Phase** 10 (3) (hereinafter the "Subdivision") situated in
Hamilton (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 \$72,511.00,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$0.00; and,

WHEREAS, the County Commissioners have determined to 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 ten percent (10%) 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 \$0.00 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 ten percent (10%) of the total
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary 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 1 years from the date of the execution of this agreement, as determined by the County Sanitary 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 one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$7,251.10 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary 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 Sanitary 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 one year 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 Sanitary 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 one 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 Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department
Attn: Sanitary Engineer
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1380

C. To the Developer:

Grand Communities, LLC

Randy Acklin

3940 Olympic BLVD, Ste 400

Erlanger, KY 41018

Ph. (859) 344 - 5956

D. To the Surety:

Berkley Insurance Company

475 Steamboat Road

Greenwich, CT 06830

Attn: Andrew Bergman

Ph. (515) 473 - 3402

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)

X **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.**

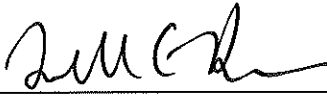
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

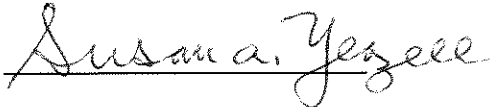
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners 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: Grand Communities, LLC
A Kentucky Limited Liability Company
Pursuant to a resolution authorizing the undersigned to execute this agreement.

SURETY: Berkley Insurance Company
Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Todd E. Huss

PRINTED NAME: Susan A. Yeazell

TITLE: President

TITLE: Attorney-in-Fact

DATE: 6/9/21

DATE: June 9, 2021

[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 21-0856, dated 6/29/21.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: David G. Young

TITLE: President

DATE: 6.29.21

RECOMMENDED BY:

By: 
SANITARY ENGINEER - DEPUTY

APPROVED AS TO FORM:

By: 
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

Bond No. 0238884

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and Berkley Insurance Company, a corporation organized under the laws of the Delaware with principal place at 475 Steamboat Road, Greenwich, CT 06830, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036 (hereinafter called Obligee) in the penal sum of Seven Thousand Two Hundred Fifty-One and 10/100 Dollars, (\$ 7,251.10), for payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

DATED this 9th day of June, 2021.

WHEREAS, the said Principal has heretofore entered into a Subdividers Contract with the Obligee above named for certain physical improvements for

Sewer in Providence Section 10 Subdivision

located in Hamilton Township, Warren County, Ohio

and

WHEREAS, the Principal submits that all work called for under the said Subdividers Contract has now been completed according to the approved plans and as a condition of acceptance of the physical improvements offers this bond to said Obligee;

NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That is said Principal shall, for a period of One (1) year(s) from and after the 9th day of June, 2021, indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date hereof shall be delivered facts showing such default and the date thereof shall be delivered to the Surety by certified mail, at its Home Office in 475 Steamboat Road, Greenwich, CT 06830 promptly an in any event within thirty (30) days after the Obligee or his representative shall learn of such default; and that no claim suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.

Grand Communities, LLC
A Kentucky Limited Liability Company

Principal

By: Todd E. Huss

Its: Todd E. Huss
President

Berkley Insurance Company

Surety

By: Susan A. Yeazell

Susan A. Yeazell

Its: _____
Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Dan E. Ries; Susan A. Yeazell; Julie L. Cline; or Robert L. Daniels of USI Insurance Services, LLC of Cincinnati, OH its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26th day of April, 2021.



Attest:
By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 26th day of April, 2021, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaker
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 9th day of June, 2021.

Vincent P. Forte

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company

Resolution

Number 21-0897

Adopted Date June 29, 2021

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN PROVIDENCE SUBDIVISION, SECTION TEN SITUATED IN HAMILTON TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	21-012 (P/S)
Development	:	Providence Subdivision, Section Ten
Developer	:	Grand Communities, LLC
Township	:	Hamilton
Amount	:	\$70,421.00
Surety Company	:	Berkley Insurance Company (0238881)

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

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

Resolution adopted this 29th day of June 2021.

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
(Including Sidewalks)

Security Agreement No.

21-012 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Grand Communities, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Berkley Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Providence **Subdivision, Section/Phase** Ten (3) (hereinafter the "Subdivision") situated in Hamilton (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 \$340,103.26, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$54,170.00; 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 \$70,421.00 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 two 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 \$68,020.65 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:

Grand Communities, LLC

Randy Acklin

3940 Olympic BLVD, Ste 400

Erlanger, KY 41018

Ph. (859) 344 - 5956

D. To the Surety:

Berkley Insurance Company

475 Steamboat Road

Greenwich, CT 06830

Ph. (515) 473 - 3402

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.

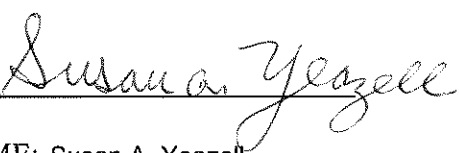
DEVELOPER: Grand Communities, LLC
a Kentucky Limited Liability Company

SURETY: Berkley Insurance Company

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

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Todd E. Huss

PRINTED NAME: Susan A. Yeazell

TITLE: President

TITLE: Attorney-in-Fact

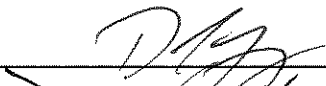
DATE: 6/8/2021

DATE: June 4, 2021

[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 21-0897, dated 6-29-21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: David B. Young

TITLE: President

DATE: 6-29-21

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018, as Principal, and Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT 06830, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Seventy Thousand Four Hundred Twenty-One and 00/100 Dollars (\$70,421.00) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct and dedicate for public purpose and maintenance Streets and Appurtenances (Including Sidewalk) in Providence, Section 10 Subdivision in Hamilton Township, Warren County, OH.


NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Streets and Appurtenances (Including Sidewalk) in Providence, Section 10 Subdivision in Hamilton Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; 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 and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of Seventy Thousand Four Hundred Twenty-One and 00/100 Dollars (\$70,421.00) and no more.

SIGNED AND DATED THIS 4th day of June, 2021.

Principal: Grand Communities, LLC
A Kentucky Limited Liability Company

By: 
David Stroup
VP of Land Development

Surety: Berkley Insurance Company

By: 
Susan A. Yeazell, Attorney-in-Fact

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company

Resolution

Number 21-0898

Adopted Date June 29, 2021

APPROVE VARIOUS RECORD PLATS

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

- Providence Subdivision Section 10 – Hamilton Township

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0899

Adopted Date June 29, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 5,000.00 from #11011220-5820 (Health & Life Insurance)
 into #11011220-5811 (PERS)

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0900

Adopted Date June 29, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 20,000.00 from #11012810- 5317 (Telecom Non-Capital Purchases)
into #11012810-5410 (Contracts BOCC Approved)

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

Resolution

Number 21-0901

Adopted Date June 29, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN DOG AND KENNEL FUND #2206

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1500.00 from #22062700-5210 (Material & Supplies)
 into #22062700-5121 (Clerk Dog License)

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 21-0902

Adopted Date June 29, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS

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

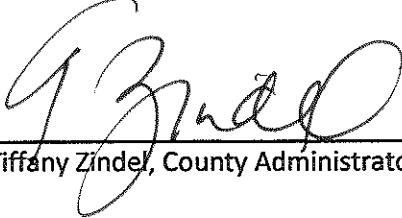
Tina Osborne, Clerk

cc: Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	PEREGRINE CORP	WAT BILLING SERVICES FOR 6/8/2	\$ 60,000.00
WAT	PEREGRINE CORP	SEW BILLING SERVICES FOR 6/8/2	\$ 60,000.00
WAT	KAUFMAN & FLORENCE ATTY AT LAW	TITLE SEARCH FOR UNION ROAD WATERLINE	\$ 2,250.00
HUM	WARREN CO EDUCATIONAL SERVICE CNTR	ESC TANF/PRC CONTRACT	\$ 200,000.00
FAC	MID-MIAMI ROOFING INC.	OLD ADMIN BLDG ROOF REPLACEMENT	\$ 220,000.00

6/29/2021 APPROVED:



Tiffany Zindel, County Administrator

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0903

Adopted Date June 29, 2021

APPROVE APPOINTMENT TO THE MENTAL HEALTH RECOVERY BOARD SERVING
WARREN AND CLINTON COUNTIES

BE IT RESOLVED, to approve the following appointment to the Mental Health Recovery Board
Serving Warren and Clinton Counties

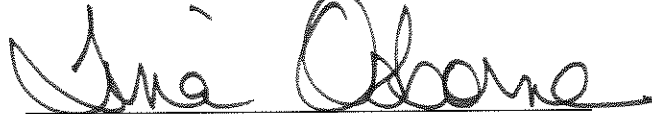
Shelley Stanforth (replacing Patricia Prendergast) appointment to expire June 30, 2025
348 Ridgeview Lane
Maineville, Ohio 45039

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Mental Health Recovery Services (file)
 Appointee
 Appointments file
 Laura Lander

Resolution

Number 21-0904

Adopted Date June 29, 2021

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF TUESDAY JULY 13, 2021


BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Tuesday, July 13, 2021.

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor
Commissioners' file
Press

Resolution

Number 21-0905

Adopted Date June 29, 2021

CONTINUE PUBLIC HEARING TO CONSIDER THE COUNTY'S YEAR 2022 TAX BUDGET

BE IT RESOLVED, to continue the public hearing to consider the filing of the County's Year 2022 Tax Budget; said public hearing to be continued to July 20, 2021, at 10:05 a.m.

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

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

Resolution adopted this 29th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

to/

cc: Auditor
Budget file
Tina Osborne