

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0838

Adopted Date June 22, 2021

AUTHORIZE THE POSTING OF THE "CONTROL SYSTEMS TECHNICIAN I" POSITION, WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Control Systems Technician I" position within the Water and Sewer Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Control Systems Technician I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning June 18, 2021.

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

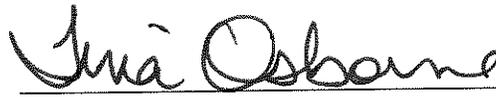
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Water/Sewer (File)
S. Spencer - OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0839

Adopted Date June 22, 2021

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF FRANK OSBORN WITHIN THE WATER AND SEWER DEPARTMENT, EFFECTIVE SEPTEMBER 17, 2021

BE IT RESOLVED, to accept the resignation, due to retirement, of Frank Osborn within the Water and Sewer Department effective September 17, 2021.

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

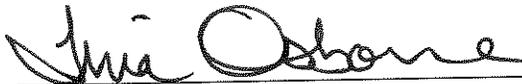
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
F. Osborn's Personnel File
OMB – Sue Spencer
Tammy Whitaker

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

Resolution

Number 21-0840

Adopted Date June 22, 2021

ADMINISTER DISCIPLINARY ACTION AGAINST JAMIE DICK, ELIGIBILITY REFERRAL SPECIALIST I, WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Ms. Dick, Eligibility Referral Specialist I, within Warren County Job and Family Services, was charged with: a Group I, Offense #19, Disregarding job duties, failure to complete work in a timely manner and Offense #20 Unsatisfactory work or failure to maintain required standards of performance; in accordance with the Warren County Personnel Policy Manual; and

WHEREAS, Ms. Dick was given notification of a pre-disciplinary conference on June 14, 2021; and

WHEREAS, Ms. Dick waived her right to a pre-disciplinary conference on June 14, 2021; and

WHEREAS, it is the recommendation of the Director of Human Services, that Ms. Dick serve a ten (10) day suspension without pay, as this follows progressive discipline since Ms. Dick has prior discipline within the last two years; and

NOW THEREFORE BE IT RESOLVED, that Ms. Dick, Eligibility Referral Specialist I, within Warren County Job and Family Services, Human Services Division, be disciplined for violating Policy 8.03, Group I, Offense # 19 Disregarding job duties, failure to complete work in a timely manner. and Offense #20 Unsatisfactory work or failure to maintain required standards; in accordance with the Warren County Personnel Policy Manual, the penalty for which shall consist of a ten (10) day suspension to be served starting July 1, 2021; and

BE IT FURTHER RESOLVED, that this action shall become a part of Ms. Dick's personnel file.

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

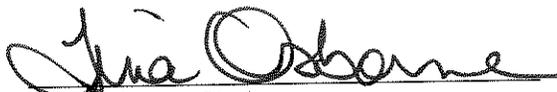
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R:

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0841

Adopted Date June 22, 2021

ACCEPT RESIGNATION OF BRIAN BEAUDRY, ECONOMIC DEVELOPMENT SPECIALIST, WITHIN THE WARREN COUNTY OFFICE OF ECONOMIC DEVELOPMENT, EFFECTIVE JUNE 18, 2021

BE IT RESOLVED, to accept the resignation of Brian Beaudry, within the Warren County Office of Economic Development effective June 18, 2021.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Economic Development (file)
B. Beaudry's Personnel File
OMB – Sue Spencer
Tammy Whitaker

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

Resolution

Number 21-0842

Adopted Date June 22, 2021

RECOMMEND MEMBERS TO THE LOCAL EMERGENCY PLANNING COMMITTEE

WHEREAS, Warren County was designated a Hazardous Materials Local Emergency Planning District by the State Emergency Response Commission, and

WHEREAS Section 3750.03 (B) of the revised Code establishes that the State Emergency Response Commission must by Resolution, appoint members of the local emergency planning committee of an emergency district; and

WHEREAS the State Emergency Response Commission has decided that all local emergency planning committee membership terms must cycle every two (2) years; and

WHEREAS current appointed members' terms expire in August 2021; and

NOW THEREFORE BE IT RESOLVED by this Board of Commissioners that the below listed persons are hereby recommended for appointment by the State Emergency Response Commission to a membership term expiring August 2023 on the Warren County Local Emergency Planning Committee:

Melissa Bour	Director Warren County EMA
John Franks	Incident Meteorologist – National Weather Service
Michael T. Hannigan	Fire Chief – Franklin Twp. Fire Dept.
Lesli Holt	Operations Manager – Warren County EMA
Paul Kindell	Director – Warren County Telecom
Brooke Matzen	Officer Administrator – Greater Cincinnati HazMat Unit
Crystal Paul	Manager, Emergency Management – UC Health West Chester Hospital
Dustin Ratliff	Emergency Preparedness Coordinator – WC Health District
Bill Romaine	EHS Manager, Site Services L3Harris
Martin Russell	Deputy County Administrator – WC Board of Commissioners
Larry Sims	Sheriff- Warren County Sheriff's Office
Kay Vonderschmidt	Senior EM Consultant – Tri Health
Dennis Waldbilig	Duty Officer – Greater Cincinnati HazMat Unit
David Wood	LEPC/Grants Coordinator – Warren County EMA

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

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

Resolution adopted this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk



State Emergency Response Commission

Local Emergency Planning Committee

Application of LEPC Member Appointments for Multiple Members

c/o Ohio EPA, Lazarus Government Center
50 W. Town St., Ste. 700
PO Box 1049
Columbus, OH 43216-1049

Local Emergency Planning Committee: Warren County

From 6 / 17 / 2021 through 6 / 17 / 2023

Representing	Name	Title	Employer	LEPC Officer
Fire	Michael T. Hannigan	Fire Chief	Franklin Twp. Fire Dept.	<input type="checkbox"/>
	Dennis Walbilig	Duty Officer	Greater Cincinnati HazMat	<input type="checkbox"/>
Law	Larry Sims	Sheriff	WC SO	<input type="checkbox"/>
				<input type="checkbox"/>
Elected Official	Martin Russell	Deputy County Administrator	WC Board of Commissioners	<input type="checkbox"/>
				<input type="checkbox"/>
Emergency Management	David Wood (1) & (2)	LEPC/Grants Coordinator	Warren County EMA	<input checked="" type="checkbox"/>
	Lesli Holt (5)	Operations Manager	Warren County EMA	<input checked="" type="checkbox"/>
Hospital	Crystal Paul	Emergency Management	UC Health – West Chester	<input type="checkbox"/>
	Kay Vonderschmidt	Senior EM Consultant	TriHealth	<input type="checkbox"/>
First Aid				<input type="checkbox"/>
				<input type="checkbox"/>
Health	Dustin Ratliff	Emergency Prep. Coord.	WC Health Dept.	<input type="checkbox"/>
				<input type="checkbox"/>
Environmental				<input type="checkbox"/>
				<input type="checkbox"/>
Transportation				<input type="checkbox"/>
				<input type="checkbox"/>
Media				<input type="checkbox"/>
				<input type="checkbox"/>
Community Group				<input type="checkbox"/>
				<input type="checkbox"/>
Industry	Bill Romaine	EHS Manager, Site Service	L3Harris	<input type="checkbox"/>
				<input type="checkbox"/>
Other	Melissa Bour (3)	Director	WCDES	<input type="checkbox"/>
	Brooke Matzen	Office Administrator	Greater Cincinnati HazMat	<input type="checkbox"/>
Other	Paul Kindell	Director	Warren County Telecom	<input type="checkbox"/>
	John Franks (4)	Incident Meteorologist	National Weather Service	<input checked="" type="checkbox"/>

*Indicate if following officer positions: (1) information coordinator; (2) chairperson; (3) emergency coordinator; (4) vice chairperson; and (5) secretary

County Commissioner Name <i>David G Young</i>	Signature <i>[Signature]</i>	Date Signed <i>6/22/21</i>
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*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0843

Adopted Date June 22, 2021

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY
JUNE 24, 2021

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, June 24, 2021.

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

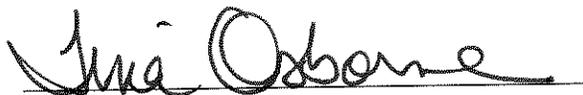
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor
Commissioners' file
Press

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0844

Adopted Date June 22, 2021

APPROVE AND AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN ALL DOCUMENTS ASSOCIATED WITH GRANT AGREEMENT (3-39-0045-021-2020) BY AND BETWEEN THE FAA AND THE WARREN COUNTY BOARD OF COMMISSIONERS RELATIVE TO THE WARREN COUNTY JOHN LANE FIELD AIRPORT

BE IT RESOLVED, to approve and authorize the County Administrator to sign all documents associated with the FY2021 (3-39-0045-023-2021) grant agreement with the FAA relative to the Master Plan Project at the Warren County John Lane Field Airport; as attached hereto and made a part hereof.

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

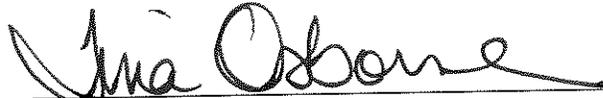
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tz/

cc: c/a—FAA
Airport Authority (file)
B. Quillen
T Zindel
Al Wolfson



U.S. Department
of Transportation

Federal Aviation
Administration

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Warren County Airport Authority and Warren County Commissioners

Airport: Warren County-John Lane Field

Project Number: 3-39-0045-023-2021

Description of Work: Update Airport Master Plan

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

a. Abide by the terms of the statement; and

b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Warren County Airport / John Lane Field

Address: 2460 Greentree Rd, Lebanon, OH 45036

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 8th day of June, 2021.
(Day) (Month)

Name of Sponsor: Warren County Airport Authority

Printed/Typed Name of Sponsor's Authorized Official: Alan Wolfson

Printed/Typed Title of Sponsor's Authorized Official: Secretary-Treasurer

Signature of Sponsor's Authorized Official: Alan Wolfson
Digitally signed by Alan Wolfson
Date: 2021.06.08 09:14:27 -04'00'

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 22 day of June, 2021.
(Day) (Month)

Name of Sponsor: Warren County Commissioners

Printed/Typed Name of Sponsor's Authorized Official: Tiffany Zindel

Printed/Typed Title of Sponsor's Authorized Official: County Administrator

Signature of Sponsor's Authorized Official: Tiffany Zindel

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation

Federal Aviation
Administration

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: Warren County Airport Authority and Warren County Commissioners

Airport: Warren County-John Lane Field

Project Number: 3-39-0045-023-2021

Description of Work: Update Airport Master Plan

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 8th day of June, 2021.
(Day) (Month)

Name of Sponsor: Warren County Airport Authority

Printed/Typed Name of Sponsor's Authorized Official: Alan Wolfson

Printed/Typed Title of Sponsor's Authorized Official: Secretary-Treasurer

Signature of Sponsor's Authorized Official: Alan Wolfson
Digitally signed by Alan Wolfson
Date: 2021.06.08 09:16:15 -04'00'

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 22nd day of June, 2021.
(Day) (Month)

Name of Sponsor: Warren County Commissioners

Printed/Typed Name of Sponsor's Authorized Official: Tiffany Zindel

Printed/Typed Title of Sponsor's Authorized Official: County Administrator

Signature of Sponsor's Authorized Official: Tiffany Zindel

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department of
Transportation

Federal Aviation
Administration

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Warren County Airport Authority and Warren County Commissioners

Airport: Warren County-John Lane Field

Project Number: 3-39-0045-023-2021

Description of Work: Update Airport Master Plan

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A
4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
 Yes No N/A

5. Sponsor has publicized or will publicize a RFQ that:
- Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
 - Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
 - Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes No N/A
13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
- Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
 - A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
 - A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).
- Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 8th day of June, 2021.
(Day) (Month)

Name of Sponsor: Warren County Airport Authority

Printed/Typed Name of Sponsor's Authorized Official: Alan Wolfson

Printed/Typed Title of Sponsor's Authorized Official: Secretary-Treasurer

Signature of Sponsor's Authorized Official: Alan Wolfson

Digitally signed by Alan Wolfson
Date: 2021.06.08 09:19:06 -04'00'

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

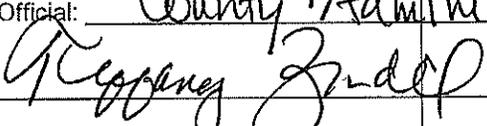
I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 22 day of June, 2021.
(Day) (Month)

Name of Sponsor: Warren County Commissioners

Printed/Typed Name of Sponsor's Authorized Official: Tiffany Zindif

Printed/Typed Title of Sponsor's Authorized Official: County Administrator

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Resolution

Number 21-0845

Adopted Date June 22, 2021

AUTHORIZE PRESIDENT OF THE BOARD TO SIGN PERMIT APPLICATION FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL FOR A FUNDRAISING EVENT AT THE WARREN COUNTY FAIRGROUNDS

WHEREAS, Warren County Ducks Unlimited is holding a fundraising event at the Warren County Fairgrounds on September 11, 2021; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign a permit application from the Ohio Department of Commerce, Division of Liquor Control, on behalf of Warren County Ducks Unlimited for the purpose of obtaining a liquor license during an event being held at the Warren County Fairgrounds; copy of said application is attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Ohio Department of Commerce, Division of Liquor Control
Warren County Ducks Unlimited C/O Nicholas Fendinger
Agricultural Society (file)

Resolution

Number 21-0846

Adopted Date June 22, 2021

AUTHORIZE PRESIDENT OF THE BOARD TO SIGN PERMIT APPLICATION FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL ON BEHALF OF THE WARREN COUNTY AGRICULTURAL SOCIETY

WHEREAS, the Warren County Agricultural Society will provide a beer garden for the opening night of Jeep Jam being held at the Warren County Fairgrounds on August 20, 2021; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign a permit application from the Ohio Department of Commerce, Division of Liquor Control, on behalf of the Warren County Agricultural Society for the purpose of obtaining a liquor license during an event being held at the Warren County Fairgrounds; copy of said application is attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Ohio Department of Commerce, Division of Liquor Control
Agricultural Society (file)

Resolution

Number 21-0847

Adopted Date June 22, 2021

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

NOW THEREFORE BE IT RESOLVED, to approve and enter into a Subgrant Agreement with Ohio Department of Job and Family Services and the Ohio Department of Medicaid for State Fiscal Years 2022 and 2023, on behalf of Warren County Department of Human Services, as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES SUBGRANT AGREEMENT

G-2223-11-7001

RECITALS:

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

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

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

DEFINITIONS:

- A. "County family services agency" means a county department of job and family services (CDJFS), a public children services agency (PCSA) and a child support enforcement agency (CSEA), as designated by the board of county commissioners in ORC Section 307.981. County family services agency also means a joint CDJFS formed by a written agreement entered into between boards of county commissioners as described in ORC Section 329.40.
- B. "Departments" means ODJFS and ODM relative to this three-way Subgrant Agreement.
- C. "Family services duty" means a duty state law requires or allows a county family services agency to perform including all financial and administrative functions associated with the performance of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Investment Act (WIA), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight.
- D. "Financial assistance" means all cash, reimbursements, allocations of funds, cash draws, and property provided by ODJFS to a county family services agency. All requirements in this Subgrant Agreement related to financial assistance also apply to any money used by the county to match state or federal funds.
- E. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the ORC, uncodified law included in an Act, the Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, Office of Management and Budget (OMB) Uniform Guidance, circulars, or any other materials issued by OMB that a federal statute or regulation has made applicable to state and local governments, and any Governor's Executive Orders to the extent that they apply to counties. The term "state and federal laws" not only includes all state and federal laws existing on the effective date of this Subgrant Agreement, but also those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Subgrant Agreement.
- F. "Subgrantee" has the same meaning as "county grantee," as that term is defined in ORC Section 5101.21 (A) (1).

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

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

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

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

ARTICLE II. STATUTORY AUTHORITY OF ODJFS

As a pass-through entity under OMB 2 CFR 200 (Uniform Guidance), ODJFS may:

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

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

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

- A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed in accordance with conditions, requirements and restrictions established by the Departments and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the standards established by ODJFS. Subgrantee will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules, formats and other requirements established by ODJFS.
- C. Promptly reimburse ODJFS the amount the Subgrantee is responsible for, pursuant to action ODJFS takes under ORC Section 5101.24 (C), of funds the department pays to any entity because of an adverse audit

- finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty.
- D. Promptly reimburse the Departments the amounts of any cash overdrafts or excessive cash draws paid to Subgrantee by ODJFS.
- E. Take prompt corrective action if the Departments, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved. Correct action includes, but is not limited to, paying amounts resulting from an adverse finding, sanction, or penalty.
- F. Where Subgrantee identifies reimbursements or other payments due the Departments, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where the Departments identify reimbursements or other payments due to the Departments and ODJFS notifies Subgrantee, payment shall be made in the manner specified by the Departments.
- G. Make records available to the Departments, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- H. Provide and ensure the existence and availability of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by Subgrantee. Subgrantee must also ensure that any matching funds, regardless of their source, that Subgrantee manages are clearly identified and used in accordance with federal and state laws and the requirements of this Subgrant Agreement.
- I. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Section 5101:9-9-21, 5101:9-9-21.1 and 5101:9-9-29.
- J. Comply with all requirements of state and federal laws which are required by OAC Section 5101:9-4-04 to be included in a county written code of standards of conduct and with all additional requirements and prohibitions specified in that administrative rule.
- K. Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.
- L. Immediately take measures to incorporate paragraph K above, into existing agreements and contracts and shall incorporate the above language in all future agreements and contracts with other entities. Subgrantee shall require all entities with which it sub-grants and contracts with to incorporate Sections K and A, above, in all its existing agreements and contracts that are funded in whole or in part with funds from the U.S. Department of Agriculture or Health and Human Services, and shall further require those entities to incorporate the language in all future agreements and contracts with other entities.
- M. Post and require all entities with which it sub-grants and contracts to post the most recent version of the AD-475A and/or AD-475B "And Justice for All" poster.
- N. Comply with OAC 5160:1-2-01 (I) and (L) and C.F.R 435.916 by ensuring Medicaid determinations and renewals are completed timely and renewal signatures are captured and stored properly.
- O. Ensure all Medicaid eligibility case documentation is entered timely into Ohio's Electronic Data Management System (EDMS).

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2021, through June 30, 2023, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.
- B. In addition to Article IV-A above, it is expressly understood by the Departments and Subgrantee that this Subgrant Agreement will not be valid and enforceable until, pursuant to ORC Section 126.07, the State of Ohio Director of the Office of Budget and Management, first certifies there is a balance in the appropriation not already allocated to pay current obligations.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Subgrant for State Fiscal Years (SFY) 2022 and 2023 and grant specific terms and conditions such as, but not limited to, the applicable period of performance, will be provided to Subgrantee in formal notices. The Departments will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC Section 5101:9-6. ODJFS will notify Subgrantee of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.
- B. Subgrantee will limit cash draws to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR 205, 45 CFR 75, 2 CFR 400 and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual. Subgrantee agrees that amounts submitted as the basis for claims for reimbursement will not exceed the amount of actual cash expenditures for lawfully appropriate purposes under the terms of the subaward in question.
- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at any time the Departments' Directors determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, said Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding the Departments for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- D. In all circumstances under which budgetary information is maintained or is required to be maintained for a grant, Subgrantee must be able to reconcile budgetary expenditures to actual costs when required by the Departments.
- E. As a subrecipient of federal funds, Subgrantee hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB 2 CFR 200, 2 CFR 300, 2 CFR 400, as well as 45 CFR 75, 45 CFR 95, and 45 CFR 96, including but not limited to, the following federal rules:
1. Standards for financial management systems: Subgrantee and its subgrantee(s) will comply with the requirements of 2 CFR 200 (D) and (E), 45 CFR 75.302, 2 CFR 200 and 2 CFR 400.1, including, but not limited to:
 - a. Fiscal and accounting procedures.
 - b. Accounting records.
 - c. Internal control over cash, real and personal property, and other assets.
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts.
 - e. Source documentation; and
 - f. Cash management.
 2. Period of performance and availability of funds: Pursuant to 2 CFR 200.309, 2 CFR 200.343, 45 CFR 75.309, 2 CFR 200 and 2 CFR 400.1, Subgrantee and its subgrantee(s) may charge to the Federal award only costs resulting from obligations incurred during the funding period specified in

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

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

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

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

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

ARTICLE VI. AUDITS OF SUBGRANTEE

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

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

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

A. This Subgrant Agreement may be terminated in accordance with any of the following:

1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Departments' Directors and the Board, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.
2. Any of the parties may terminate after giving ninety (90) days written notice of termination to the other parties by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
3. Either of the Departments may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, the Departments will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.

B. Pursuant to ORC Section 5101.24, 45 CFR 75.371, 2 CFR 200 and 2 CFR 400.1, the Departments may take any or all of the following actions if Subgrantee, or any of its subgrantee(s) materially fails to comply with any term of an award, state and federal laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule.

1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action.
2. Disallow all or part of the cost of the Subgrant activity or action not in compliance.
3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity.
4. Withhold further awards for the Subgrant activity; or
5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.

C. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:

1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement.
2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities.

3. Prepare and furnish a report to ODJFS, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other tasks that ODJFS requires.
- D. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, the Departments will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by the Departments of any occurrence of breach or default is not a waiver of subsequent occurrences. If one of the Departments or the Subgrantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other parties, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VIII. NOTICES

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

ARTICLE IX. AMENDMENT, ADDENDA, AND SUBGRANTS

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

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

- B. **Addenda:** ODJFS will provide information concerning changes to the requirements of this Subgrant Agreement in addenda thereto. Any addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an addendum will constitute acceptance of changes specified therein.
- C. **Subgrants**
 1. Any subgrants made by Subgrantee to another governmental entity, university, hospital, other nonprofit, or commercial organization will be made in accordance with 2 CFR 200, 2 CFR 200.201, 45 CFR 75.352 and 2 CFR 400.1 and will impose the requirements of 45 CFR 75 and 2 CFR 400, as applicable, as well as federal and state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of ORC Section 5101.21.

2. Debarment and Suspension: As provided in 2 CFR 200, 2 CFR 200.205, 45 CFR 75.212 and 2 CFR 400.1, Subgrantee, its principals, and its subgrantee(s) must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. Prior to making any such award or permitting any such award, Subgrantee must confirm that the party to which the award is proposed to be made is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.
3. Procurement: While Subgrantee and its subgrantee(s) must use their own documented procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 2 CFR 200, 2 CFR 200.320, 2 CFR 400.1, 2 CFR 416.1 and 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. Monitoring: Subgrantee must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal and state requirements, including 2 CFR 200, 2 CFR 200.328, 45 CFR 75.342, 2 CFR 400.1, and OAC Section 5101:9-1-88. If Subgrantee discovers that subgrant funding has not been used in accordance with state and federal laws, Subgrantee must take action to recover such funding.
5. Duties as Pass-through Entity: Subgrantee must perform those functions required under state and federal laws as a subrecipient of the Departments under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE X. MISCELLANEOUS PROVISIONS

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

- F. Counterpart. This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

Signature Page Follows

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OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT

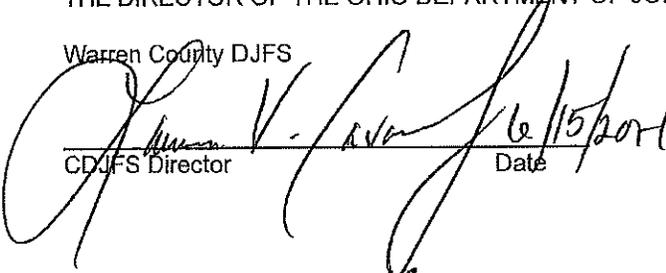
SIGNATURE PAGE

G-2223-11-7001

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

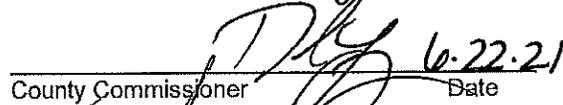
Warren County DJFS

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES



CDJFS Director Date 6/15/2021

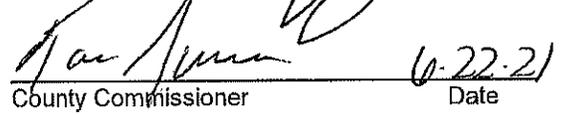
Matthew Damschroder, Interim Director Date



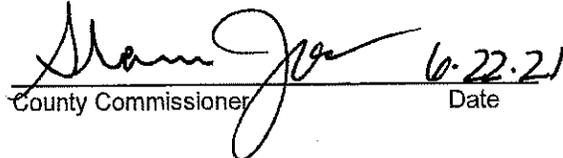
County Commissioner Date 6-22-21

OHIO DEPARTMENT OF MEDICAID

Maureen Corcoran, Director Date

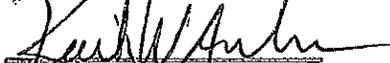


County Commissioner Date 6-22-21



County Commissioner Date 6-22-21

APPROVED AS TO FORM



Keith W. Anderson
Asst. Prosecuting Attorney

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

Resolution

Number 21-0848

Adopted Date June 22, 2021

APPROVE AND ENTER INTO A TANF PRC CONTRACT WITH FAMILY PROMISE OF WARREN COUNTY (FKA INTERFAITH HOSPITALITY NETWORK OF WARREN COUNTY), ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to approve and enter into a contract with Family Promise of Warren County on behalf of Warren County Department of Human Services in the total amount of \$166,000.00 TANF/PRC funds for 7/1/21, 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. Young. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Family Promise of Warren County (FKA Interfaith Hospitality Network)
Human Services (file)

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
TANF/PRC SUBGRANT AGREEMENT WITH
FAMILY PROMISE OF WARREN COUNTY
FORMALLY KNOWN AS INTERFAITH HOSPITALITY NETWORK OF WARREN
COUNTY**

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 Family Promise of Warren County (FPWC) (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:

A. Definitions

- A. "Grantor" means the Warren County Job and Family Services.
- B. "Subgrantee" means the Family Promise of Warren County.
- 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 Auditors 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 I.D./FAIN#	CFDA Number
TANF Administration	\$16,000.00	JFSCTF21/JFSCTF22	1601OHTANF	93.558
TANF Regular	\$150,000.00	JFSCTF21/JFSCTF22	1601OHTANF	93.558

Reimbursement of Sub-recipient's cost shall be through a Fixed Unit Cost. **The unit cost shall be \$35.00 per client per day rate.** Unit of cost shall be per eligible individual per night that services are provided.

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

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

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 \$166,000.00

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 not 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, dated, 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 203 E. Warren Street, 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, 41C.F.R. Chapter 60.
14. The Sub-recipient warrants that neither it nor any party with whom it may subcontract for the performance of this Sub-grant agreement are listed on the debarred list due to violations of Titles VI, or VII of the Civil Rights Act of 1964, nor is the Sub-recipient aware of any pending action which might result in such debarment.
15. The Sub-recipient shall provide workers' compensation or other insurance coverage for injuries which may be suffered by its employees in accord with 20 CFR 692.22.
16. The Sub-recipient shall comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act, and the Ohio Revised Code.
17. The Sub-recipient shall not make claims for payment from the Department for services rendered to eligible individuals when such claims would duplicate claims made from other sources of public funds available for the same service. The services being contracted for hereunder are not available on a non-reimbursable basis.
18. The Sub-recipient shall not discriminate against applicants for, and participants in the Ohio Works First Program established under Chapter 5107 of the Revised Code, and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Ohio Revised Code. The Sub-recipient further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
19. The Sub-recipient shall cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The Sub-recipient also agrees that it will include a like provision in any

agreement, contract, grant, or procedure related to this Sub-grant agreement which require any subcontractor, or other party to cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.

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

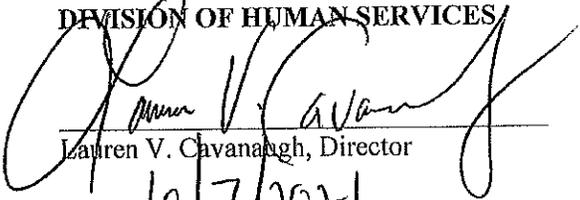
ARTICLE XIV. MISCELLANEOUS PROVISIONS

- 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.

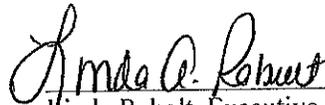
WARREN COUNTY JFS
DIVISION OF HUMAN SERVICES



Lauren V. Cavanaugh, Director
6/7/2021

Date

FAMILY PROMISE
OF WARREN COUNTY

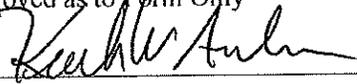


Linda Rabolt, Executive Director
6-9-21

Date

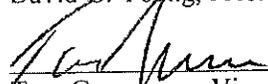
WARREN COUNTY PROSECUTOR

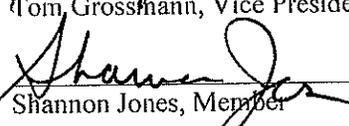
Approved as to Form Only

By: 

BOARD OF WARREN COUNTY
COMMISSIONERS



David G. Young, President


Tom Grossmann, Vice President


Shannon Jones, Member
6-22-21

Date

Exhibit
A

**Interfaith Hospitality Network of Warren County
Project Narrative - April 30, 2021
PRC/TANF Funding**

Since October 1, 1998, the Interfaith Hospitality Network of Warren County (IHNWC) has provided meals, hospitality, and support for homeless families in Warren County. As of April 1, 2021, we have changed our name to Family Promise of Warren County (FPWC). This name change will better align us with our parent agency Family Promise and will better reflect all the programs that we administer to families in Warren County as we assist them in their journey of self-sufficiency.

Our goal is a county where every family has a home, a livelihood and a future full of promise. Our mission is to assist Warren County homeless families to achieve sustainable independence, through a community-based response. In doing so, we want to assure that we maintain the integrity and dignity of the family during this critical time in their lives and we do so by providing a program of accountability and responsibility.

We continue to find ourselves in challenging times. While our process has always been to provide meals, fellowship, and shelter in the local host congregations, with the onset of COVID-19, this has had to stop in order to provide social distance and to uphold the health and safety of the community as a whole. Our families continue to stay in a local motel and as an agency we have adjusted; with our primary goal of providing support to our families while providing a program of accountability and responsibility. We are so grateful for the continued support of the congregational network as they provide all meals to our families. The FPWC driver picks up the meals, adhering to social distance from the church volunteers and then drops off the meals to the families at the hotel again, adhering to social distance.

The families adhere to our extremely strict drug testing policy. The families have dedicated case management. The families are required to find employment or if they are employed to keep that employment or find better sustaining employment. The families are assisted in finding appropriate housing. And in addition to all of this, we provide classes that the families are required to participate in. These classes are in Financial Security using the curriculum of Woodforest Bank, Parenting through Dr. Judy Green and Life skills which concentrates on safely navigating in the world of COVID-19. All of this is accomplished through conference call or Google meets.

Our families are referred for housing assistance through Warren Metropolitan Housing Authority. In some cases, they are eligible for funding through the Homeless Crisis Response Program. They are required to sign up for all housing programs to keep a safety net under them if they have additional needs. The families are connected to Warren County Job and Family Services, the Youth Program, Warren County Ohio Means Jobs, Solutions, the Women's Center, and other agencies as their availability allows during the pandemic.

During the period October 1, 1998 through December 31, 2020, FPWC provided shelter for a total of 2624 individuals which includes 1519 children and 135 unborn children. We sheltered a total of 907 families. As of the April 2021 statistical report, we have sheltered a total of 16 families to include 43 individuals of which 29 are children and 16 are children under the age of 6 and 1 unborn. As of this

writing we have received a total of 461 referrals for service – not all of which are housing related. Each one has been individually assisted. This is a 56% increase over the same period last year.

In January 2002, we began to keep records of how many persons were referred to IHNWC for assistance. During the period January 2002 to December 2020, FPWC staff has address the questions and concerns of 15,253 persons (referrals). While not every person required shelter, we proudly spent time with each referral by providing counsel on how to avoid eviction due to late rent or past due utilities. Many were not aware of other resources in the community that could assist them with other needs. Some needed advice on how to find additional employment or income. We took our time with each person and provided them with the information needed to maintain their self-sufficiency.

As we navigate the challenges that COVID-19 presents, we are dedicated to doing our part to prevent the spread of COVID-19 in the community while continuing to house families in Warren County that need FPWC the most. The PRC/TANF funds are imperative to the continued success of Family Promise of Warren County and the families that we serve; especially with the increased needs presented by COVID-19.

Housing families without a home has always been important, but with the onset of COVID-19 it is more important than ever. How can a homeless family shelter at home when they have none? Or adhere to social distance when they are living in an overcrowded home of another? Family Promise of Warren County intends to continue to provide shelter to families that need us the most and in doing so provide homeless families in Warren County with the tools that are needed to safely navigate the new normal.

Resolution

Number 21-0849

Adopted Date June 22, 2021

AMEND THE CONTRACT BETWEEN THE WARREN COUNTY COMMISSIONERS AND WINTON TRANSPORTATION INCORPORATED, DBA UNIVERSAL TRANSPORTATION SERVICES (U.T.S.), ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

WHEREAS, pursuant to resolution #19-0865, adopted July 1, 2019, this Board approved the Community Non-Emergency Transportation contract with Winton Transportation Incorporated d.b.a. Universal Transportation Services; and

WHEREAS, upon review by the Warren County Department of Human Services and Winton Transportation Incorporated d.b.a. Universal Transportation Services, it is mutually agreed to renew the contract for one year effective 07/01/21 thru 06/30/22 in the amount of \$470,033.89; and

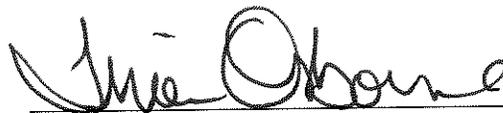
NOW THEREFORE BE IT RESOLVED, to amend the Community Non-Emergency Transportation Contract with Winton Transportation Incorporated d.b.a. Universal Transportation Services on behalf of Warren County Human Services; agreements attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a- Universal Transportation Services
Human Services (file)

**AMENDMENT TO THE COMMUNITY NON-EMERGENCY
TRANSPORTATION CONTRACT
BETWEEN
THE WARREN COUNTY BOARD OF COMMISSIONERS
ON BEHALF OF
THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
DIVISION OF HUMAN SERVICES
AND
UNIVERSAL TRANSPORTATION SERVICES, LLC dba UTS**

WHEREAS, a Community Non-Emergency Transportation Contract was entered into on July 1, 2019 between the Warren County Board of Commissioners, on behalf of the Warren County Department of Human Services and Universal Transportation Services, LLC dba UTS, hereinafter jointly referred to as "the Parties" and

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

- 1) On July 9, 2019 Resolution #19-0865 was adopted by the Warren County Board of County Commissioners for a contract period beginning July 1, 2019 and ending June 30, 2021.
- 2) Contract Period: This contract will be effective from July 1, 2019 thru and including June 30, 2021, inclusive, unless otherwise terminated, but may be extended through June 30, 2022, if all parties agree with Resolution passed by the Warren County Commissioners. This Contract must coincide with the State Fiscal Year.

NOW, THEREFORE, the Parties agree to amend the Contract as follows:

- 1) Amend the contract to be extended to June 30, 2022 with the amount of contract period July 1, 2021 thru and including June 30, 2022 in the amount of \$470,033.89

All other terms, conditions and provisions of the Community Non-Emergency Transportation Contract shall remain in full force and effect for the term of the Contract as entered into on July 9, 2019 by Resolution #19-0865 of the Warren County Board of Commissioners.

WARREN COUNTY DIVISION OF HUMAN SERVICES

President, Warren County Board of Commissioners

6-22-21

Date

Director, Warren County Department of
Human Services

5/19/2021

Date

Universal Transportation Services, LLC dba UTS

5/26/2021

Date

Keith Anderson, Assistant Prosecutor

5-3-2021

Date

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

Resolution

Number 19-0865

Adopted Date July 09, 2019

APPROVE AND ENTER INTO A CONTRACT BETWEEN THE WARREN COUNTY COMMISSIONERS AND UNIVERSAL TRANSPORTATION SYSTEMS, LLC ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

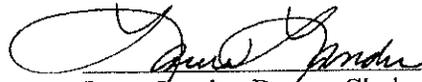
BE IT RESOLVED, to approve and enter into a Contract with Universal Transportation Systems, LLC on behalf of the Warren County Department of Human Services for Non-Emergency Transportation in the total amount of \$940,067.78, effective July 1, 2019 and ending June 30, 2021; copy of agreement attached hereto and made a part hereof:

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

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

Resolution adopted this 9th day of July 2019.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: c/a—Universal Transportation Systems. LLC
Human Services (file)

COMMUNITY NON-EMERGENCY TRANSPORTATION CONTRACT

This Vendor Contract, made and entered into on July, 9, 2019, by and between the Warren County Board of County Commissioners, on behalf of the Warren County Job and Family Services, Division of Human Services (hereinafter referred to as WCDJFS) with offices located at 416 South East Street, Lebanon, Ohio 45036 and Universal Transportation Systems, LLC, 9900 Princeton Glendale Road, Suite 201, West Chester, Ohio 45246 (hereinafter referred to as Provider), a provider of transportation services.

A Request for Proposal was issued via Resolution 19-0487 on April 23, 2019 (Exhibit C). An evaluation was completed for each proposal submitted and scored based on the requirements set forth in the RFP (Exhibit D). Universal Transportation Systems, LLC was select as the provider for NET Transportation Services.

"Non-Emergency Transportation (NET) is a program administered by the Warren County Job and Family Services, Division of Human Services to provide transportation to and from medical providers who meet provider participation requirements in accordance with Chapter 5160-15 of the Administrative Code and who provide Medicaid covered services defined as reimbursable services in accordance with Chapters 5160-1. WCDJFS is required to adequately ensure transportation for Medicaid eligible consumers whose transportation cannot be provided or arranged through other modes of transportation that addresses the consumer's medical conditions and timeliness concerns and only to Medicaid covered services that are within the consumer's community as defined in Rule 5160-15 of the Administrative Code, unless the specific service is not available within the community.

The purpose of this Vendor Contract is to establish the terms, conditions and requirements governing the administration and use of the funding received by or used by the Provider pursuant to this agreement. Therefore, the terms of this Vendor Contract are as follows:

1. **Purchase of Services:** Subject to terms and conditions set forth in this Contract, and any attached exhibits, WCDJFS agrees to purchase from and the Provider agrees to provide to eligible individuals for the Non-Emergency Transportation Program those specific services detailed in this Contract.
2. **Contract Period:** This contract will be effective from July 1, 2019 thru and including June 30, 2021, inclusive, unless otherwise terminated, but may be extended through June 30, 2022, if all parties agree and with Resolution passed by the Warren County Commissioners. This Contract must coincide with the State Fiscal Year.
3. **Availability of Funds:** This Contract is conditioned upon the availability of Federal, State and local funds which are appropriated or allocated for WCDJFS use. This Contract may be terminated immediately in the event there is a loss of funding. WCDJFS shall notify Provider at the earliest possible time of any of any service that may be affected by a shortage of funds. If funds are reallocated in lesser quantities than the initial allocation, WCDJFS may reduce the scope of services purchases and/or total Contract dollars. No penalty shall apply to WCDJFS in the event this provision is exercised. WCDJFS shall not be obligated nor liable for any future payments incurred by the Provider after the date of termination. The Provider shall be given a thirty (30) day notice prior to termination or reduction.
4. **Cost and Delivery of Services to be Performed by the Provider for NET and TIP Programs:** Subject to terms and conditions set forth in this Contract, the Provider agrees to comply with terms of the Contract and provide the following services:
 - a. Provider agrees to furnish transportation twenty-four (24) hours per day, seven (7) days per week, three-hundred sixty-five (365) days per year from any point within Warren County to any other destination within Warren County or to any point within Montgomery, Butler, Clermont, Hamilton, Greene or Clinton Counties.
 - b. Nature of services provided shall include, but is not limited to, trips for ambulatory individuals to dialysis, radiation and chemotherapy. The Non-Emergency Transportation Program assures non-emergency transportation for Medicaid consumers to and from Medicaid Title XIX providers who provide Medicaid reimbursable services if consumers are not eligible for other transportation services.

- c. Provider agrees to furnish equipment such as wheel chair access, infant seats, vans, cars or buses as required by Federal and State regulations.
- d. Provider shall provide door to door services to WCDJFS program participants receiving services under the Therapeutic Interagency Preschool (TIP) Program.
- e. Provider shall transport program participants to and from destinations within Warren County based on an established route for transport of the TIP participants for both the morning session and afternoon session.
- f. Provider its agents and employees shall comply with all Federal and State laws applicable to WCDJFS.
- g. Provider shall guarantee transportation services be delivered in a timely, courteous and professional manner, adhering to or exceeding standards and acceptable practices to the transportation industry and in accordance to the provisions contained herein.
- h. Provider shall not transport any minor child without an accompanying adult.
- i. In the event of inclement weather Provider may cancel or delay transportation services. Provider shall coordinate any cancellations of transportation services for TIP with the Head Start TIP Coordinator. Provider will not be reimbursed for any canceled transportation trips.
- j. In the event of an accident, injury and/or incident, the Provider shall verbally notify the WCCS Early Learning Centers Director and the Director of WCDJFS immediately following any post-accident procedures and shall follow up with the submission of a completed, written report to both the WCDJFS Director and WCCS Early Learning Centers Director within one (1) business day.
- k. Therapeutic Interagency Preschool (TIP) Program and/or participant requirements
 - a. WCDJFS works in conjunction with Warren County Community Services Early Learning Centers, Solutions Community Counseling, and Warren County Children Services to provide TIP services to approved children. A child's enrollment in the TIP program is verification of authorization for transportation services.
 - b. Provider shall provide group transportation via a bus provided by Warren County Community Services Early Learning Centers but utilized by UTS staff for the TIP program.
 - i. Drivers would be required to have a CDL with a School Bus endorsement.
 - ii. The buses hold 35 passengers each.
 - iii. One bus will be utilized to transport the TIP enrolled children to and from school that are registered in the morning session and the second bus will transport the TIP enrolled children to and from school that are registered for the afternoon session.
- l. Provider shall provide door-to-door transportation to TIP participants.
- m. TIP program participants are required to have an additional adult person (TIP attendant) on board at-all-times. It is the responsibility of WCCS Early Learning Centers to supply TIP Attendant(s) for TIP transportation. The TIP Attendant shall be on the bus prior to any TIP program participants. The TIP attendant shall be billed as a regular scheduled TIP transportation participant and should not be billed separately from this contract.
- n. TIP program participants may be combined with other TIP program participants but shall not be combined with program participants from any other program.
- o. WCDJFS will be responsible for providing UTS with the TIP Transportation routing information. WCDJFS will work with the Provider to implement the most efficient way to schedule the TIP Transportation Route. Provider shall obtain direct authorization from WCDJFS for any TIP transportation scheduled for a pick-up/drop-off outside of Warren County.
- p. Provider shall bill WCDJFS for TIP Transportation Services in a separate invoice from other NET Transportation Services but should submit the invoices to WCDJFS on the same schedule (monthly billing).
- q. Warren County Community Services Early Learning Centers will provide a copy of all annual inspections for the 2 buses being used for the program to both WCDJFS and the Provider.

FEE SCHEDULE

The fee accrual will be at a per mile basis at the rate resulting in lowest cost to WCDJFS. The following guidelines must be followed (Exhibit A):

	2019-2020	2020-2021
Cost Per One-Way Trip	\$32.54	\$32.54
Projected Annual Number of One-Way Trips	10,000	10,000
Incremental Cost Per Mile for Trips with Mileage in Excess of 20 Miles	\$1.35	\$1.35
Projected Annual Additional Mileage for Trips in Excess of 20 Miles	13,440	13,440
Total Transportation Costs	\$343,533.89	\$343,533.89
Therapeutic Interagency Preschool Program (TIP) Total Units of Services Provided	460	460
Therapeutic Interagency Preschool Program (TIP) Total Unit cost per route per day	\$275.00	\$275.00
TIP Total Annual Costs	\$126,500	\$126,500
Annual Transportation Costs	\$470,033.89	\$470,033.89

**WCDJFS will not be billed for consumer 'no shows'.

**The unit costs for the TIP Program is based on UTS historical direct and indirect costs based upon the number of trips and historical costs. The number of trips represent estimated daily round trips multiplied by number of buses operated. Budget is based on 2 school buses operating 46 weeks at 5 round trips per week for a total of 460 trips for the contract period. Exhibit B provides a breakdown of the unit cost per route per day budget.

Vehicle Expenses and Liability Coverage

Included in the Total Program Cost/Total Units of Services is travel costs which include; fuel costs, vehicle repair and maintenance costs and auto liability cost for the services attributed to this contract. UTS will use vehicles provided by the Warren County Community Services Early Learning Centers (Exhibit B).

Liability insurance which is required under this contract represents expenses not directly related to vehicle liability. Exhibit A outlines these expenses. Exhibit A includes the Certificate of Liability Insurance submitted by the Providers proposal.

ADDITIONAL PROVIDER REQUIREMENTS

- A. Provider shall provide drivers, vehicles, maintenance, etc., to provide proper and adequate transportation in accordance with State, Federal and local laws and regulations for clients to and from designated locations. Such transportation shall be available by Provider during the term of this Contract twenty-four (24) hours per day, three hundred sixty-five (365) days per year.
- B. Provider will provide quality service with a guarantee of a high degree of regularity and on time performance in route schedules, positive, courteous and professional drivers, ability to facilitate changes in routes, scheduling and dismissal times, etc.

- C. Provider will provide control of all route-making functions including but not limited to estimated client pick up times, the order in which clients are picked up and dropped off, etc., under the guidelines of the needs of the individual's transportation request.
- D. All vehicles and equipment utilized by Provider shall conform to the applicable safety standards prescribed by the State of Ohio. Vehicles will be safe, equipped with the appropriate safety restraining devices and equipment and must have regular preventative maintenance.
- E. Provider will have available back-up vehicles for immediate dispatch in event of a breakdown or accident.
- F. Provider's vehicles shall display the company logo and all drivers shall carry identification which identifies them as authorized operators.
- G. Provider will conduct the follow pre-hiring screening:
 - a. FBI/BCII Fingerprint Background Check,
 - b. Driver's identity is screened by Abuse Registry, Nurse Aide Registry, Sex/Child Offender, Systems for Award Management, and Incarcerated Offenders.
 - c. Ohio Central Registry Database.

PAYMENT FOR PURCHASED SERVICES

Reimbursement under this Contract will be on a cost reimbursement method. The Provider will submit by the tenth (10th) working day of the month following the month the services were provided, an itemized statement which includes but is not limited to the participant's name, date(s) of service, description of services including trip destination, fee for services along with the sign off sheets signed by the participant to verify that the service for which WCDJFS is being billed has been provided. If WCDJFS determines additional information is needed to verify actual billing, same may be requested for any invoice received from Provider. Reimbursement to Provider will be within 30 days from receipt of a correct invoice.

The invoices submitted are subject to adjustment by the WCDJFS before such payment is made in order to adjust for mathematical errors, incorrect rates or non-covered services. The invoices are subject to audit by appropriate State, Federal and/or local officials or an independent audit. The total cost of services billed for contracted period shall not exceed \$470,033.89 per contract year, unless otherwise authorized through formal amendments. Provider shall submit separate invoices for the Non-Emergency Transportation Program and the Therapeutic Interagency Preschool (TIP) Program.

Provider warrants that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in any invoice submitted for payment: bad debts, bonding costs, contingencies, contributions or donations, entertainment costs, costs of alcoholic beverages, goods or services for personal use, fines, penalties, and miss-charging costs, gains and losses on disposition or impairment of depreciable or capital assets, interest and other financial costs, losses on other contracts, organizational cost, costs related to legal and/or other proceedings, goodwill, asset valuation resulting from business combinations, legislative lobbying costs and durable equipment.

In the event the Provider receives an overpayment, or must comply with an audit exception, Provider agrees to repay the WCDJFS the full amount to which Provider was not entitled.

Duplicate Billing: Provider certifies that the services being purchased by WCDJFS are not available on a non-reimbursable basis. The Provider warrants that claims made to WCDJFS for payment for services provided shall be for actual services rendered and do not duplicate claims made by Provider to other funding sources for the same services and that Provider warrants that claim made to WCDJFS for payment for services provided are for eligible individuals who are not eligible for payment from another source.

ELIGIBILITY FOR SERVICES

Universal Transportation Systems will conduct eligibility for clients requesting transportation under the Non-Emergency Transportation System. Universal Transportation Systems will utilize the MITS System to verify eligibility. All individuals served must be Medicaid eligible consumers at the time the transportation is provided. Transportation covered under the NET Program must be provided only to and from Medicaid Title XIX providers providing Medicaid reimbursable services within the consumer's community unless the Medicaid reimbursable services is not available in his/her community with community being defined as Warren County for the NET program purposes.

1. **Scheduling:** Clients will be scheduled directly with the Universal Transportation Systems Call Center.
2. **Availability and Retention of Records:** Provider shall maintain accurate records, reports, payrolls, etc., which sufficiently and properly reflect all costs of any nature incurred by the Provider in the performance of this Contract. All records relating to the services provided and supporting documentation for invoices submitted to WCDJFS by Provider shall be retained and made available by the Provider for audit by WCDJFS, the State of Ohio (including, but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government for a minimum of three (3) years after payment under this Contract. Provider will assure the maintenance of such records and other documentation in the possession of any third party performing work related to this Contract for alike period of time for a like period of time, unless otherwise directed by WCDJFS (Exhibit D). If any litigation, claim, negotiation, audit or other action involving the records is commenced before expiration of the County Record Retention Rules time period, Provider shall retain the records until completion of the action and all appeals which may arise from it.
3. **Equipment:** No equipment, software, promotional materials, etc., shall be purchased/invoiced by the Provider to WCDJFS.
4. **Assignment and Subcontracting:** When deemed necessary to deliver services of the quantity and quality specified in this Contract, the Provider may subcontract with the written approval of the WCDJFS. All such subcontracts shall be in the same form as this Contract and subject to the same terms, conditions and covenants contained herein. No such subcontracts shall in any case release the Provider of his liability under this Contract. Provider is responsible for making direct payment for such subcontracts. This section does not apply to contracts with interpreters and persons needed to accommodate customers with disabilities.
5. **Responsibility for Audit:** Provider agrees to have conducted an independent audit of expenditures at the cost of the Provider if there is evidence of misuse or improper accounting of claims or substantial errors. Copies of the audit and associated management papers shall be made available to the WCDJFS.
6. **Responsibility for Audit Exceptions:** Provider agrees to accept responsibility for receiving, replying to and/or complying/reimbursing any audit exception identified by appropriate State and/or Federal audit, directly related to the provisions of the Contract. Provider agrees to maintain compliance with Federal, State and local regulations which govern the provision of this service.
7. **Relationship:** Nothing in this Contract is intended to, nor shall be deemed to constitute a partnership, association or joint venture with the Provider in the conduct of the provisions of this WCDJFS. The Provider, agents, and employees of the Provider will act in performance of this Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the WCDJFS.
8. **Equal Opportunity/Non-discrimination:** Provider and WCDJFS agree that as a condition of this Contract there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and Executive Order 11246 entitled equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in the

Department of Labor Regulation 41 CFR Part 60. It is further agreed that the Provider will comply with all appropriate Federal and State laws regarding such discrimination and the right to and method of appeal will be made available to all persons served under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and to termination of this Contract.

9. **Termination:** In the event that either the WCDJFS or Provider does not perform their responsibilities and/or obligations under this Contract, either party may initiate their intent to terminate the Contract by providing a thirty (30) day prior written communication to the other party. A final decision to terminate Contract shall be made jointly by WCDJFS and Provider. This Contract may be terminated immediately in the event there is a loss of funding, disapproval by Federal Administrative Agency or upon discovery of noncompliance with any Federal or State Laws, Rules or Regulations.
10. **Modification or Amendment:** No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as forth in such amendment. Any amendment or modification must be in writing, signed by both parties and is not in effect until a Resolution is passed by the Warren County Board of Commissioners approving the amendment or modification.
11. **Accessibility of Program to Handicapped Consumers:** The Provider agrees as a condition of this Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the Applicable Health and Human Services regulations (45 CAR 84) and all guidelines and Interpretations issued pursuant thereto. Any party failing to comply with this Paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
12. **Governing Law:** This Contract shall be constructed 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 fully performed in the State of Ohio.
13. **Compliance:** Provider certifies that Provider and all subcontractors who provide direct or indirect services under this Contract will comply with all requirements of Federal laws and regulations, applicable Office of Management and Budget circulars, State statutes and the Ohio Administrative Code rules in the conduct of work hereunder.
14. **Confidentiality of Information:** The parties agree that they shall not use any information, systems or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standard of confidentiality that apply to the employees of either party and/or the State of Ohio. The terms of this section shall be included in any subcontract executed by either party for work under this Contract.
15. **Resolution of Disputes:** The agencies agree that the Directors of WCDJFS and Provider shall resolve any disputes between the agencies concerning responsibilities under or performance of any of the terms of this Contract. In the event the Directors can not agree to an appropriate resolution to the disputes, they shall referred to ODE and ODHS for a final binding determination resolving the dispute.

ENTIRE CONTRACT

This Contract contains the entire Contract between the Provider, WCDJFS and the Warren County Board of Commissioners with respect to the subject matter thereof, and supersedes all prior written or oral agreements between the parties. No representations, promises, understand or agreements not contained herein shall be of any force or effect.

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

Neither party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other.

- 1. Indemnification:** Provider will defend, indemnify, protect and save WCDJFS harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by Provider, its agents, employees, licensees, contractors or subcontractors; (b) the failure of Provider, its agents, employees, licensees, contractors or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of Provider, its agents, employees, licensees, contractors or subcontractors that result in injury to persons or damage to property.
- 2. Insurance:** Provider shall maintain liability insurance in an amount not less than \$1,000,000 for this program. WCDJFS and the Warren County Board of Commissioners shall be named as additional insured and proof of coverage shall be provided to WCDJFS and the Warren County Board of Commissioners prior to the effective date of such change. Such insurance shall be primary to any insurance coverage of WCDJFS or the Warren County Board of Commissioners. (Exhibit A)

NOTICE

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

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

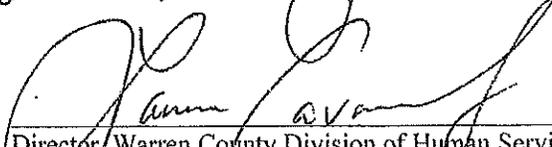
Universal Transportation Systems, LLC
9900 Princeton Glendale Road, Suite 201
West Chester, Ohio 45246

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



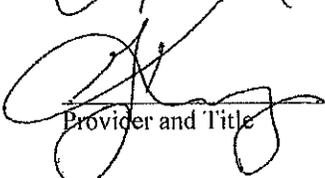
Warren County Board of County Commissioners

7/9/19
Date



Director, Warren County Division of Human Services

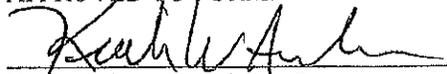
6/25/19
Date



Provider and Title CEO

6-25-19
Date

APPROVED TO FORM:



Keith Anderson, Assistant Prosecutor

6-20-19
Date

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0850

Adopted Date June 22, 2021

ENTER INTO A YOUTH WORKSITE AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to enter a Youth Worksite Agreement with the following companies, as attached hereto and made part hereof:

Warren County Armco Park
1233 OH -741
Lebanon, Ohio 45036

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

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

Resolution adopted this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – OhioMeansJobs
OhioMeansJobs (file)

**OhioMeansJobs Warren County
TANF Youth Employment Program
Worksite Agreement**

This agreement is entered into by and between on this 22 day of June, 2021, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **Warren County Armco Park, 1223 OH-741, Lebanon, OH 45036** hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Work Experience Program from date of action by the Board of Commissioners through June 30, 2022.

WITNESSETH:

WHEREAS, OMJWC operates a TANF Work Experience Program which may provide temporary entry level employment experiences to eligible Warren County youth from age 14 through age 24 years; and

WHEREAS, eligible worksites are needed for TANF Work Experience Program participants; and

WHEREAS, the Worksite desires to participate in the TANF Work Experience Program by providing employment opportunities for youth at the above named worksite location.

NOW THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

- A. OMJWC in conjunction with Southwest Ohio Council of Governments will provide youth recruitment, intake and job placement; payroll preparation and distribution; youth counseling; worksite visitation/evaluation; and other TANF Work Experience Program services for youth and technical assistance to the Worksite and youth, as required.
- B. OMJWC is mandated by law to serve only low income youth with identified barriers, as defined by the TANF Summer Youth Employment Program and Ohio's Comprehensive Case Management and Employment Program(CCMEP). The Worksite, in operating programs funded under the TANF Work Experience Program, assures that it will administer its program in full compliance with safeguards against fraud and abuse as set forth in the program regulations; that no portion of its TANF Work Experience Program will in any way discriminate against, deny services to or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, handicap or political affiliation or belief; and that it will target employment and training services to those most in need of them and best able to benefit from them.

- C. Timesheets, signed by the participant and the worksite supervisor, will be on file in the OMJWC office. The following information will be available in the TANF Work Experience Program records and/or the participant's file: name and age of participant, application, employment questionnaire, job location, job title and job description. Worksite information will be included in Attachment A of the Worksite Agreement. Additional participants may be added throughout the duration of the Worksite Agreement.
- D. Youth may be required to attend TANF Work Experience required training sessions and seminars. These will be scheduled in advance in collaboration with the Worksite Supervisor and the TANF Work Experience Program Supervisor and Coordinator. In the event that a session takes place during the youth's regularly scheduled work time, the total time spent in paid training cannot exceed the number of hours permitted for that particular day as specified in this agreement.
- E. OMJWC or its authorized representative, the Secretary of Labor or his/her authorized representative(s) and the Governor of the State of Ohio or his/her authorized representative(s) may at all times have the right to access, and inspect when necessary and without prior notice, the place of work under this agreement and any records pertinent to this agreement, to assure the progress and quality of training or to determine compliance with the agreement's terms.
- F. The Worksite agrees that the services of the TANF Work Experience Program participants will not displace regular employees, but will be used to augment the regular workforce or for special programs designed for youth. Further, any Worksite that has laid-off an employee within a requested job classification will not have its request filled until twelve months from the date that the lay-off occurred.
- G. The Worksite agrees that youth will not be involved in programs or activities which are in violation of Federal or State regulations, as amended, governing religious/sectarian or political activities.
- H. The Worksite agrees to provide, at their expense, adequate and qualified adult supervision. The Worksite must be responsible for assuring the Worksite Supervisors comply with the requests of the TANF Work Experience Program Coordinator regarding issues related to TANF Work Experience Program participants and in particular, maintain accurate youth timesheets. The Worksite Supervisor will be held responsible for keeping accurate records of hours worked by each youth.

The Worksite agrees to maintain open communication with monitoring staff assigned to the site and to reply to requests for information in a timely manner.

Wages requested must be for hours worked (or spent in OMJWC approved training/counseling sessions scheduled during regular work hours only). Time sheets must be signed by each youth and his/her supervisor before payroll checks

can be issued. Records pertinent to this agreement shall be retained by the worksite for the duration of the program and thereafter delivered to OMJWC within seven days to be properly stored.

- I. The Worksite assures that no person under its employment who presently exercises any functions or responsibilities in connection with OMJWC or TANF Summer Youth funded projects or programs, has or had any financial interest, direct or indirect; in this agreement, nor will the Worksite hire any person having such financial interest.
- J. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- K. The Worksite agrees to abide by all Federal, State and local labor laws; State of Ohio and Federal Child Labor Law restrictions (Attachment B); Civil Rights Provisions which include, but are not limited to, Title VI and VII of the 1964 Civil Rights Act; Ohio Revised Code 4112; Age Discrimination Enforcement Act; Rehabilitation Act of 1973; as well as any and all amendments thereto.
- L. The Worksite agrees and understands that participation in TANF Work Experience Programs requires no compensation of any kind to either party, and that there will be no compensation of any kind made to the Worksite.
- M. The Worksite shall comply with all Federal and State Occupational Safety and Health Regulations (OSHA) dealing with safety of workers on the worksite. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, The Board of Warren County Commissioners, the Area 12 Council of Governments, Area 12 Workforce Investment Board and their employees, from any and all liability that may arise as a result of an OSHA violation.
- N. Any changes in supervision, Worksite location, work duties or schedule for youth assigned to the Worksite, or any other changes in this Agreement, will be made only with prior written notification to and written approval from the OMJWC TANF Work Experience Program Coordinator. Failure to follow this procedure may result in immediate termination of the Worksite Agreement at the sole discretion of OMJWC.
- O. The Worksite and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s). OMJWC will notify the Worksite if there will be a reduced number or no placement of youth due to the unavailability of youth within fifteen (15) days after the beginning of the program.
- P. This agreement may be terminated without cause ten days following the receipt of written notice of termination given by either party. This agreement may be immediately terminated without legal or financial liability of OMJWC for the causes listed below:

1. If supervision provided is deemed inadequate;
2. If there is insufficient work for the youth;
3. If there is a lack of funds or if funding becomes unavailable to the OMJWC;
4. If the Worksite refuses to accept any additional conditions that may be imposed upon the Worksite by the Department of Labor, the State of Ohio Department of Job and Family Services or the OMJWC or if the Worksite, in the sole opinion of the OMJWC, fails to comply with any provisions of this agreement or any provision of the TANF Work Experience Program or any memorandum, policy, bulletin, etc. of the Ohio Department of Job and Family Services or the OMJWC.

Q. INSURANCE

Vendor (worksite) shall provide liability insurance coverage as follows:

Vendor (worksite) shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. *[if applicable]* Vendor (worksite) shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

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

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

Vendor (worksite) shall provide Warren 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 Warren County. Such certificates shall provide that the insurer notify Vendee in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the Vendee not less than 30 days prior to said cancellation date. Vendor (worksite) shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

R. This agreement may be modified upon mutual consent of both parties.

T. GROUNDS FOR DISCIPLINARY ACTION AND PENALTIES. Upon enrollment, each youth will be given work rules and the disciplinary policies

(Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be indicated in the space provided below. The Worksite may add rules or reinforce rules, but no rules may be deleted from Attachment C. It is agreed that the rules indicated in Attachment C will be in effect at the Worksite.

Rule:	Group:	

U. CERTIFICATIONS: The undersigned individuals have read and fully comprehend all statements in this Worksite Agreement and signify by their signatures a voluntary intent to be fully bound by the provisions of this agreement as well as any and all attachments which are explicitly merged and incorporated into the agreement. In addition, the organized labor representative, if applicable, reviewing this agreement expressly stipulated by his/her below affixed signature that he/she has read, understands and voluntarily concurs with the Worksite Agreement. A copy of the completed Worksite Agreement will be returned to the Worksite Administrator after being reviewed and signed by the OMJWC representative. The Worksite is to retain its copy of the Worksite agreement in its files for the duration of the program year.

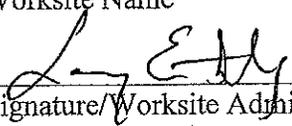
IN WITNESS WHEREOF, the parties have executed this Agreement on this 22
day of June, 2021.

WARREN COUNTY BOARD OF COMMISSIONERS:


David G. Young, President

WORKSITE:

Worksite Name


Signature/Worksite Administrator

Date

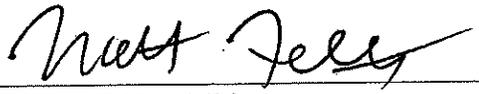
Park Director
Title of Worksite Administrator

If applicable, an Organized Labor Representative should review this agreement and stipulate by his/her signature below that he/she has read, understands, and voluntarily concurs with the execution of the Worksite Agreement.

N/A
Signature of Authorized Organized Labor Representative

Date

OhioMeansJobs Warren County


Matt Fetty OMJWC, Director

6/17/21
Date

APPROVED AS TO FORM:


Keith Anderson, Assistant Prosecuting Attorney

Attachment A

Warren Co. TANF Summer Youth Employment Program
Request Form

I. Agency Information:

Agency Name: Acco Park

Address: 1233 CH-741

Phone: _____ E-mail _____

Agency Administrator: Larry Easterly

Contact Person: Vicki Von Mollen

FEIN#: _____

II. Program Information: Work for the youth will begin at the worksite on 730 or about 430 and continue until on or about 430. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of _____ hours per week, normally _____ hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

All youth must be supervised. Please review the job description included in the worksite packet, which briefly outlines responsibilities of a Worksite Supervisor. All supervisors must be adequately oriented before a youth may begin work.

Please provide all of the information requested below for each worksite.

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age-of Youth	Schedule of Hours From: To:	Interview Requested? Yes No
Acco	Rich	10	14+	From: 730 To: 430	Yes <input checked="" type="radio"/> No
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No

III. Job Description(s): Each worksite, even if located in the same building (i.e. clerical and custodial) should be listed as a separate worksite.

Worksite #1 Landscaping etc

Worksite #2 _____

Worksite #3 _____

Worksite #4 _____

Worksite #5 _____

IV. Additional Information:

Is your agency planning to have youth use power-driven machinery and/or perform any "hazardous occupational orders"? (Please refer to Child Labor Laws)

 Yes X No If yes, please describe the type of power-driven machinery to be used and/or "Hazardous" work tasks.

Training and safety instructions must be provided by worksite personnel if skilled or special equipment is required to perform the tasks described in this agreement. Youth work activities are governed by the applicable State and Federal Child Labor Laws.

If weather or other factors do not permit the regularly scheduled work to be done, please describe the contingency plan of work duties for youth employees.

 Yes

Additional rules or policies to be followed at the worksite during work time are listed in the Worksite Agreement. These rules will be in addition to the disciplinary rules provided in Attachment C of the Worksite Agreement.

The undersigned individuals signify by their signatures that they have read and fully comprehend all statements in this TANF Work Experience Program request Form and that they understand and agree that this is a request form only and that it does not guarantee the placement of TANF Summer Youth at the worksite (s) requested.

Ark Lopez ARMC PARK SUP
Signature of Worksite Administrator/Title

6-8-21
Date

Matt Fetty

6-17-21

Matt Fetty, Director, OhioMeansJobs Warren County

Date

Attachment B

Minor Labor Laws

In accordance with State of Ohio Child Labor Laws, 14 and 15 years olds MAY NOT:

1. Operate electric or gas lawn mowers
2. Operate string or blade trimmers, weed eaters or weed whips.

In accordance with the State of Ohio Child Labor Laws, minors under the age of 16 MAY NOT be involved in the following tasks:

1. Operating a tractor of over 20 PTO (Power take Off) horsepower or connecting or disconnecting an implement of any of its parts to or from such a tractor.
2. Operate a power post hole digger, post driver, or non-walking type rotary tiller or power mover;
3. Operate or assist in the operation of (including starting, stopping, adjusting, feeding or any activity involving physical contact with the operation of)
4. Work from a ladder or scaffold
5. Drive a bus, truck or automobile when transporting passengers.
6. Handle or apply agricultural chemicals classified under the Federal Fungicide and Rodenticide Act (7 U.S.C. 135 et. Seq.) as Category I toxicity, identified by the "skull and crossbones" on the label or Category II of toxicity, identified by the word "WARNING" on the label.
7. Work in connection with cars, trucks or busses involving the use of pits, racks, lifting apparatus or involving inflation of any tire mounted on a rim equipped with a removable retaining ring.

In accordance with the State of Ohio Child Labor Laws, minors under the age of 18 MAY NOT be involved in the following tasks:

1. Operating or helping to operate the following power driven tools:
 - a. Circular saws
 - b. Band saws
 - c. Guillotine shears.
2. Setting up, adjusting, repairing, oiling or cleaning circular saws, band saws or guillotine shears.
3. Excavating, working in or backfilling (refilling) trenches except:
 - a. Manually excavating or manually backfilling trenches that do not exceed (4) feet in depth at any point.
4. Using fertilizers, fungicides, insecticides, rodenticides or herbicides.

When there is disagreement between State and Federal Child Labor Laws, the most restrictive standard is to be used. Attached is a summary of the comparison of the State and Federal requirements.

Attachment C

GROUPS FOR DISCIPLINARY ACTIONS AND PENALTIES

GROUP I OFFENSES

FIRST OFFENSE- Written reprimand

SECOND OFFENSE- Written reprimand, counseling

THIRD OFFENSE – Three days suspension

FOURTH OFFENSE – Termination

1. Failure to call in about missing work – for any reason.
2. Creating or contributing to unsanitary or unsafe conditions, including risking of personal safety (spitting, hitting, etc.)
3. Failure to use reasonable care of agency property or equipment
4. Bringing a friend to the worksite during work hours
5. Not responding to a reasonable request from a supervisor

GROUP II OFFENSES

FIRST OFFENSE – Written reprimand, counseling

SECOND OFFENSE - Three (3) day suspension WITHOUT PAY

THIRD OFFENSE- Termination

1. Unauthorized use of agency property or equipment
2. Willful disregard of department rules
3. Use of abusive or threatening language toward supervisors, co-workers or other persons
4. Malicious mischief, horseplay, wrestling or other undesirable conduct

GROUP III OFFENSES

FIRST OFFENSE – Mandatory counseling sessions (determined by degree of offense)

SECOND OFFENSE – Termination

1. Being in possession of or drinking alcoholic beverages or controlled substances without a bona-fide prescription while on the job
2. Wanton or willful neglect in performance of assigned duties or in the care, use or custody of county property or equipment.
3. Abuse or deliberate destruction in any manner of county property or employees
4. Signing or altering other employees' time cards or unauthorized altering of own time card
5. Stealing or similar conduct including destroying, damaging or concealment of any property of the county or other employees
6. Fighting or attempting injury to any other persons.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0851

Adopted Date June 22, 2021

AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO CONTRACT WITH BARRETT PAVING MATERIALS, INC. FOR THE FY20 SOUTH LEBANON / UNION TOWNSHIP – LEBANON ROAD IMPROVEMENT CDBG PROJECT

WHEREAS, pursuant to Resolution #21-0768, adopted June 08, 2021, this Board approved a Notice of Intent to Award Contract for the FY20 South Lebanon / Union Township – Lebanon Road Improvement CDBG Project to Barrett Paving Materials Inc., 3751 Commerce Drive Franklin, Ohio, for a total contract price of \$224,602.25.; 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 Barrett Paving Materials, Inc., for said project, for a total contract price of \$224,602.25; as attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP\

cc: c/a—Barret Paving Materials Inc.
OGA (file)
OMB Bid file

CONTRACT

THIS AGREEMENT made this 22 day of June, 2021, by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and Barrett Paving Materials Inc., 3751 Commerce Drive Franklin, Ohio, doing business as 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:

“FY2020 South Lebanon / Union Township –Lebanon Road Improvement CDBG Project”
hereinafter called the project, for the sum of Two Hundred Twenty Four Thousand Six Hundred Two Dollars and Twenty Five Cents (\$224,602.25) and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and at 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 the Proposal, Conditions of the Contract, the specifications and Contract Documents. "Contract Documents" means and includes the following:

- A. Invitation to Bid
- B. Instructions to Bidders
- C. General Contract Conditions
- D. Technical Specifications
- E. Proposal Forms -Affidavit of Non-Delinquency of Personal Property Taxes -Bid Guarantee and Contract Bond -Non-collusion Affidavit

- F. Contract Forms -Notice of Award and Acceptance -Notice to Proceed and Acceptance -Change Order

- G. Conflict of Interest -Special Conditions Pertaining to Hazards Safety -Standards and Accident Prevention -Special Equal Opportunity Provisions (Section 3 Compliance) -Certifications of Compliance with Air and Water Acts -Architects Certification of Compliance with Minimum Standards for Accessibility by the

Physically Handicapped -Designers Certification of Compliance with Minimum Standards or Accessibility by the Physically Handicapped

- H. Federal Labor Standards
-Prevailing Wage Rates

The 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 to fully complete the project by November 18, 2021. The Contractor further agrees to pay, as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter until such time as work is completed.

Upon completion of said project, the CONTRACTOR shall submit an invoice to the OWNER. Upon approval by the Project Engineer, the submittal of a contractor's affidavit, and all prevailing wage reports, the OWNER shall make payment to the CONTRACTOR.

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 (15) 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 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 attorney fees, litigation expenses, suits at law or in equity, causes of actions, actions, damages, and obligations arising from (a) negligent reckless or willful and wanton acts, errors, 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 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 subcontractor 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 Provisions such amounts as required by the Contract Documents.

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 Equal Employment Opportunity (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.

(Seal)

WARREN COUNTY BOARD OF COMMISSIONERS

ATTEST:

Kydra Powell
Name

[Signature]
David G. Young
President

(Seal)

Barrett Paving Materials, Inc.

ATTEST:

[Signature]
Name

[Signature]
Name Wess Kroll
Senior Estimator

[Signature]
Bill Wohlford
Chief Estimator

APPROVED AS TO FORM:

Title

[Signature]
Keith Anderson Assistant
County Prosecutor

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0852

Adopted Date June 22, 2021

ENTER INTO AN ENGINEERING SERVICES CONTRACT WITH FISHBECK, INC. ON BEHALF OF WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to enter into an engineering service contract with Fishbeck, Inc. 11353 Reed Hartman Hwy., Suite 500, Cincinnati, OH 45241 for engineering services for the Dry Run Road Bridge #81-1.22 Replacement Project, as attached hereto and made part hereof.

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

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

Resolution adopted this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a Fishbeck, Inc.
Engineer (file)

**ENGINEERING SERVICES CONTRACT
FOR
DRY RUN ROAD BRIDGE #81-1.22 REPLACEMENT PROJECT
PRELIMINARY PHASE A DESIGN**

THIS IS AN AGREEMENT made as of the date stated below, between The Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Fishbeck, Inc., 11353 Reed Hartman Hwy, Suite 500, Cincinnati, Ohio 45241, a corporation organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to relocate the Dry Run Road Bridge #81-1.22 over Dry Run downstream of the existing bridge and improve the roadway approaches to the new bridge, hereinafter referred to as the "PROJECT."

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for COUNTY ENGINEER in all phases of the Project to which this Agreement applies, serve as COUNTY ENGINEER'S professional engineering representative for the Project as set forth below and shall give professional engineering consultation and advice to COUNTY ENGINEER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

- 1.1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil, structural, and customary surveying services incidental thereto.
- 1.1.2 ENGINEER shall perform Preliminary Phase A Design tasks for the PROJECT in accordance with the scope of services and the ENGINEER'S fee proposal (letter dated May 12, 2021) each of which is attached and made a part of this contract and identified as Exhibit 1 and Exhibit 2 respectfully, hereinafter referred to as "Basic Services".
- 1.1.3 ENGINEER shall provide any additional Professional Surveying Services necessary to complete the Preliminary Phase A Design for the PROJECT.

1.2 Preliminary Phase A Design

After written authorization to proceed with the Preliminary Phase A Design, ENGINEER shall:

- 1.2.1 In consultation with COUNTY ENGINEER determine the extent of the PROJECT; ENGINEER shall make recommendation of structure type.
- 1.2.2 Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
- 1.2.3 Based on the information contained in the preliminary documents, submit a revised opinion of probable Project Costs.
- 1.2.4 Furnish two copies of the above preliminary design documents and present and review them in person with COUNTY ENGINEER.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

- 2.1** If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types, which are not considered normal or customary Basic Services. Such services will be set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.
- 2.1.1** Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.2** Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, COUNTY ENGINEER'S schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.
- 2.1.3** Providing renderings or models for COUNTY ENGINEER'S use.
- 2.1.4** Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting COUNTY ENGINEER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by COUNTY ENGINEER.
- 2.1.5** Furnishing the services of special consultants for other than the normal civil and structural engineering and normal architectural design incidental to the Project and providing data or services or types described in paragraph 3.3 when COUNTY ENGINEER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3
- 2.1.6** Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1, as approved by COUNTY ENGINEER.
- 2.1.7** Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).
- 2.1.8** Additional service in connection with the Project, including services normally furnished by COUNTY ENGINEER and services not otherwise provided for in this agreement.

SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES

COUNTY ENGINEER shall:

- 3.1** Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

- 3.2 Assist ENGINEER by placing at his/her disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.3 Furnish ENGINEER, as required for performance of ENGINEER's Basic Services, data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely upon in performing his/her services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.
- 3.5 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER and COUNTY ENGINEER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.7 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as may be required for the Project, such legal services as OWNER and COUNTY ENGINEER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER and COUNTY ENGINEER may require to ascertain how or for what purpose any Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- 3.8 Designate in writing the person or persons to act as COUNTY ENGINEER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the COUNTY ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.
- 3.9 Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of the Contractor(s).
- 3.10 Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.11 Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Preliminary Phase A Design. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the Preliminary Phase A Design of the Project including extra work and required extensions thereto.

- 4.2 Upon written authorization from COUNTY ENGINEER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Phase A Design, and shall submit preliminary design documents and a revised opinion of probable Project Cost to the County Engineer.
- 4.3 ENGINEER'S services under the Preliminary Phase A Design shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by COUNTY ENGINEER or (2) thirty days after the date when such submissions are delivered to COUNTY ENGINEER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Project, unless within such period COUNTY ENGINEER gives notice to ENGINEER that the COUNTY ENGINEER does not accept the submission for such phase along with the reasons for such non-acceptance. In such case, services for such phase shall not be complete until the date COUNTY ENGINEER accepts the submissions for such phase.
- 4.4 ENGINEER'S services to be rendered thereunto shall be considered complete upon acceptance by COUNTY ENGINEER of the ENGINEER'S Drawings, Specifications and other Preliminary Phase A Design documentation including the most recent opinion of probable Project Cost.
- 4.5 If COUNTY ENGINEER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER'S services and his/her various rates of compensation shall be adjusted appropriately upon approval of OWNER.
- 4.6 If ENGINEER'S services for design of the Project are delayed or suspended in whole or in part by COUNTY ENGINEER for more than three months for reasons beyond ENGINEER'S control, ENGINEER shall on written demand to COUNTY ENGINEER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER'S control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:
- 5.1.1.1 The ENGINEER agrees to provide the Basic Services for Project set forth in Section 1 hereof to the COUNTY ENGINEER for the Preliminary Phase A Design of the PROJECT, for a lump sum base fee of \$51,921.00.
- 5.1.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.

5.2 Times of Payments.

- 5.2.1 Engineer shall submit monthly statements for Basic and Additional Services rendered. The statements will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements, EXCEPT as provided in Section 5.2.2.
- 5.2.2 The OWNER shall reimburse the ENGINEER for services included to a maximum of 90% of the total contract amount until such time as the final Preliminary Phase A Design plan documents have been received and approved by the COUNTY ENGINEER. The Owner

shall pay the final 10% of the contract amount upon final Preliminary Phase A Design approval of the plans and documents.

5.3 Other Provisions Concerning Payments.

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's statement therefore, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he/she has been paid in full all amounts due for services and expenses.

5.3.2 In the event of termination by OWNER under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for all services satisfactorily rendered through such phase shall constitute total payment for such services.

5.3.3 Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

5.4 Definitions

5.4.1 The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to the following; engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination.

The obligation to provide services under this Agreement may be terminated by OWNER for convenience upon seven days' written notice by certified mail, return receipt requested, and by either party upon seven days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.2 Reuse of Documents.

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

6.3 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio Court of Common Pleas. No party shall initiate or attempt to remove any litigation arising out of this Agreement in any other state or federal court.

6.4 Successors and Assigns.

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

6.5 Modification or Amendment

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

6.6 Construction

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

6.7 Waiver

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

6.8 Relationship of Parties

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

6.9 Parties

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

6.10 Headings

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

6.11 Notices

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

TO: Warren County Commissioners Warren County Engineer's Office
Attn: Tiffany Zindel, County Administrator Attn: Neil F. Tunison, County Engineer
406 Justice Drive 210 W Main Street
Lebanon, Ohio 45036 Lebanon, Ohio 45036
Ph. 513-695-1250 Ph. 513-695-3301

Fishbeck, Inc.
Attn: Jon Carroll, P.E.
11353 Reed Hartman Hwy, Suite 500
Cincinnati, Ohio 45241
Ph. 513-469-2370

6.12 Insurance

ENGINEER shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Contract. ENGINEER further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, and in the event that this contract is terminated, ENGINEER shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Contract. By endorsement to the Comprehensive General Liability, COUNTY ENGINEER shall be named as an additional insured with the same primary coverage as the principal insured - no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted. ENGINEER shall provide COUNTY ENGINEER 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 COUNTY ENGINEER. Such certificates shall provide that the insurer notify COUNTY ENGINEER in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the COUNTY ENGINEER not less than 30 days prior to said cancellation date. ENGINEER shall also deliver to the COUNTY ENGINEER, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein. ENGINEER shall carry statutory worker's compensation insurance as required by law and shall provide COUNTY ENGINEER with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

7.1 This Agreement is subject to the following special provisions:

7.1.1 ENGINEER shall furnish to COUNTY ENGINEER the required Contract submittal per the attached schedule (Exhibit 2). In the event that the ENGINEER fails to furnish the required submittal according to the attached schedule, the Board of Commissioners shall have the right to assess the ENGINEER liquidated damages in the amount of \$50.00 per day for each calendar day that the ENGINEER exceeds the schedule deadlines. Liquidated damages shall not be assessed for any delay caused by the OWNER and COUNTY ENGINEER.

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

Exhibit 1 and Exhibit 2

7.3 In the event of any conflict or contradiction between any special provision, exhibits and schedules and the text of this Agreement, the terms, conditions and obligations of this Agreement shall be controlling.

SECTION 8 – ENTIRE AGREEMENT

This Agreement (consisting of pages 1 to 9 inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by all parties.

SECTION 9 – INDEMNIFICATION

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

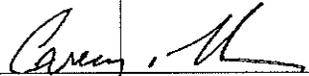
[continued on next page]

SECTION 10 - EXECUTION

ENGINEER :

IN EXECUTION WHEREOF, Fishbeck, Inc. has caused this Agreement to be executed on the date stated below by _____, its _____, pursuant to a corporate Resolution authorizing such act.

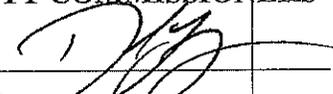
FISHBECK, INC.

SIGNATURE: 
PRINTED NAME: GREGORY A. TKACZ
TITLE: Principal
DATE: 6/9/2021

OWNER:

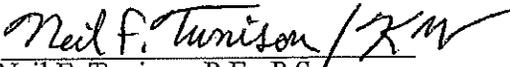
IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed by David G. Young, its President on the date stated below, pursuant to Resolution No. 21-6852 dated June 22, 2021.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 
PRINTED NAME: David G. Young
TITLE: President
DATE: 6-22-21

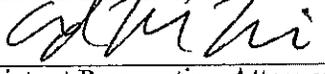
RECOMMENDED BY:

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

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

APPROVED AS TO FORM:

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

By: 
Assistant Prosecuting Attorney, Adam Nice

Date: 5/25/21

WARREN COUNTY ENGINEER'S
SCOPE OF SERVICES

1. PROJECT IDENTIFICATION

Project Name: Dry Run Road Bridge #81-1.22 Replacement Project

Project Description: Bridge design for replacement of the entire structure.

Signatures on Title Sheet: Warren County Engineer, 3 Warren County Commissioners, Consultant Designer

2. PROJECT LIMITS

Length Approximately: Dry Run Bridge #81-1.22 – minimal bridge approaches as possible, to be recommended by Consultant

Additional Information: N/A

3. AGREEMENT BETWEEN PROFESSIONAL ENGINEER AND

State _____ County X City _____ Other _____

4. METHOD OF FINANCING

Type of Agreement: Lump Sum Base Fee plus Not-to-Exceed unit costs for “If Authorized” Items

Engineering: Warren County Engineer’s Office

Construction: Warren County Engineer’s Office

5. WORK PHASES INCLUDED IN AGREEMENT

Phase A – Preliminary Design (Roadway – Line, Grade, & Typical) (Bridge – Type, Size, & Location)

Phase B – Final Design

6. PLAN SCALES

PLAN	<u>1” = 20’</u>	
PROFILE	<u>Hor. 1” = 20’</u>	<u>Vert. 1” = 5’</u>
CROSS SECTIONS	<u>Hor. 1” = 5’</u>	<u>Vert. 1” = 5’</u>

7. JOURNALIZED SPEED LIMIT

Road Name: Dry Run Road - 55 MPH

8. TYPICAL SECTIONS/NUMBER OF LANES

Remarks: Dry Run Road will remain at its current number of lanes.

Number of lanes South approach 2 lanes at 16 ft, North approach 1 lane at 12 ft

N/A inches of Item 304

8" inches of Item 301 PG64-22

N/A inches of Item 441 Intermediate, Type 1, (448), PG64-22

2" inches of Item 441 Surface, Type 1, (448), PG 64-22

Underdrains: YES _____ NO X Consultant to Recommend _____

Curbs: YES _____ NO X

Shoulders/Berms: YES X NO _____ Consultant to Recommend _____

Type: approx. 2 foot earth berm/graded shoulder on each side

Median: YES _____ NO X Consultant to Recommend _____

Guardrail: YES X NO _____ Type 5 Anchor Low cost, Type T at drive locations,
Consultant to recommend

Clear Zone Grading: YES _____ X NO _____

Fencing: YES _____ NO X

Lighting: YES _____ NO X Consultant to Recommend _____

9. ALIGNMENT

Adjust the alignment of Dry Run Road as needed for the new bridge location south of the existing bridge crossing. Consultant shall try to keep new bridge inside existing right-of-way with either 90 degree crossing or with slight LF skew.

10. PROFILE

Modify profile as needed based on the new bridge.

11. SIGNING: YES _____ X NO _____

Remarks: Reuse existing signs if in good condition.

12. SIGNALS: YES _____ NO X

Warrants: YES _____ NO X

13. STRIPING: YES _____ NO X

Type: _____

14. DELINEATION

Delineators: YES _____ NO X

RPMs: YES _____ NO X

15. DRAINAGE/ENVIRONMENTAL

Roadway Drainage Criteria: Hydraulic Analysis per Warren County Stormwater Regulations

Existing: Surface X Closed _____

Proposed: Surface X Closed _____

Remarks: 4:1 Slopes preferred; 2:1 Slopes Max., and 2 feet bottom rounded ditches.

Storm Water Pollution Prevention Plan: YES _____

NO X (less than 1 acre disturbed)

Flood Plain Study Required: YES X NO _____ (located in FEMA Zone AE)

Channel Change Study Required: YES _____ NO X

Flood Hazard Evaluation: YES X NO _____

Risk Analysis: YES _____ NO X

Environmental: Coordinate with agencies having oversight of Dry Run and apply for any necessary permits. USACE – It is anticipated that fill below the OHWM will be necessary and a 404 Nationwide Permit may possibly be required.

If Authorized Tasks: USACE 404 Nationwide Permit (if authorized)

Hydraulic calculations for bridge (if authorized)

16. BRIDGE CROSSINGS

Number of Bridges: (1) Dry Run Road over Dry Run, Bridge #81-1.22

Design: Structure shall be designed to AASHTO LRFD Bridge Design Specification

Loading: HL93

Bridge Width (face to face of rails): 16' existing - 16' min. to 20' max. proposed (based on superstructure type selected and cost)

Bridge Rail: YES NO _____ Type DBR

Interchanges: None

Cross Roads: None

Streams: Dry Run

Culverts: YES Possible 30" CMP replacement, depends on approach limits NO _____

Remarks: _____

Alternates Required: YES _____ NO _____ X _____

Railroads: None

Railroad Location Plan: YES _____ NO _____ X _____

Pedestrian: None

Mass Transit: None

Remarks: Consultant to perform an abbreviated structure type study (no ODOT involvement) to determine most economic structure type.

17. Bikeways: YES _____ NO _____ X _____

Railroads: YES _____ NO _____ X _____

Mass Transit: YES _____ NO _____ X _____

Service Roads: YES _____ NO _____ X _____

18. RETAINING/NOISE WALLS:

Number of Retaining Walls: Unknown at this time

Type of Retaining Walls: _____ Consultant to Recommend X

Noise Walls: YES _____ NO _____ X _____

19. MAINTENANCE OF TRAFFIC

Maintenance of Traffic: Maintain Dry Run Road traffic while new bridge is under construction.

Maintenance of Pedestrian Traffic: YES _____ NO _____ X _____

Maintenance of Railroad Traffic: YES _____ NO _____ X _____

Detour Plan: YES _____ NO X

Remarks: Maintenance of traffic sheet or details will be required.

20. UTILITIES:

Electric: Duke Energy

Gas: Duke Energy

Telephone: CenturyLink

Communication: Spectrum

Water: Western Water Company

Professional Engineer must contact all Utility Companies and indicate all field-located, existing utility facilities (including house connections) on the plans prior to sending a survey crew to collect all of the raw data. If any utility company fails to locate their facilities, the Professional Engineer must inform the COUNTY ENGINEER. The COUNTY ENGINEER will then contact the utility company about locating their facilities prior to sending a survey crew into the field to collect all of the raw data. The Professional Engineer must display the field-located locations of each utility facility on the plans. If the field-located utility facilities are not shown on the plans, the Professional Engineer will send their survey crew back out into the field and collect the field-located utility data at the Professional Engineer's expense.

21. ESTIMATED QUANTITIES: YES X NO

Quantity Splits: YES NO X

22. CONSTRUCTION COST ESTIMATE: YES X NO

23. EXTENT OF FIELD SURVEYS: (1) Provide ex. R/W, proposed R/W & temp. R/W staking to establish the R/W and to aid in R/W acquisition. (provide "Not to Exceed" unit price per parcel – if authorized) (2) Professional Engineer shall provide in proposal a "Not to Exceed" unit price for a Dedication Plat and a Survey Record including setting new Property Corners and Monuments in case the right-of-way is acquired in fee simple. (provide unit price per parcel – if authorized) (3) The Warren County Engineer prefers to acquire permanent R/W by perpetual easement, unless requested otherwise by the property owner. If permanent R/W is acquired by perpetual easement the work described in Item (2) will not be required. (4) Depict all trees and large bushes on the plans individually.

Professional Engineer

Main Road Alignment	(X)	
Main Road Profile	(X)	
Side Road Alignment	()	
Side Road Profile	()	
Aerial Control	()	
Reference Points & Bench Marks	(X)	
State Plane Coordinates	(X)	
Alignment & Profile of Driveways	(X)	
Cross Sections	(X)	
Pavement Salvage Sections	()	
Channel Cross Sections	(X)	
Drainage Survey	(X)	
Topo Identification	(X)	
Utilities	(X)	
Pavement Cores	()	
Geotechnical Boring Staking	(X)	If authorized, based on bridge type selected
Property Corners and Monuments	(X)	To be set after construction if authorized
Right-of-Way Staking	(X)	As stated in item # 23 (1) above

24. RIGHT-OF-WAY AND EASEMENTS:

Professional Engineer

Property Map	()	
Centerline Plat	()	
Courthouse Research	(X)	Research for existing R/W shall go back to original deed for each parcel in the project
Right-of-Way Plan sheets	()	Show existing and proposed R/W on plan sheets (Don't need separate R/W plans)
R/W Summary	()	
Permanent & Temporary R/W Legal Descriptions	(X)	<u>(Provide "Not to Exceed" unit price per legal description)</u>

Exhibits for each Legal Description (X) Drawings of R/W area on 8 1/2" x 11" paper (Provide "Not to Exceed unit price per exhibit")

Dedication Plat(s) or Survey Record(s) (X) As necessary – see item #23 (2)

Approximate Number of Property Owners 0-5

Remarks: Consultants shall notify residents regarding survey (data collection) via letter. Consultants will provide a 2 week window in which the survey (data collection) will be done.

If bearings and/or distances in the proposed legal descriptions differ from the recorded deed, the proposed legal description shall include references to the existing right-of-way lines, centerline, property line etc.

25. TRAFFIC DATA:

State _____ County _____ Professional Engineer _____

Remarks: Dry Run road currently has an approximate ADT of 400 vpd.

26. GEOTECHNICAL/SUBSURFACE INVESTIGATION:

State _____ County _____ Professional Engineer Other _____

Remarks: The Professional Engineer shall obtain two geotechnical borings for the project, if authorized based on structure type selected. One boring along each new abutment/footing in opposite corners to aid in the design of the structure's substructure.

27. PRIOR STUDIES:

None

28. PUBLIC HEARINGS/INFORMATIONAL MEETINGS:

Type of Hearing Required: N/A

Professional Engineer's Responsibility: N/A

Exhibits: N/A

29. Engineering Agreement will be an itemized contract.

30. Professional Engineer to provide all office and field work to a) prepare final construction plans, b) write general and special notes, c) calculate quantities, and d) determine existing right-of-way, easement and property lines.

31. With submission of proposal, Professional Engineer shall submit a tentative time of completion for final plan filing following authorization to proceed.

32. Professional Engineer to indicate Property Owner Name, House Number, Parcel ID, and Official Record and Page on the plan sheets.

33. Professional Engineer is to adequately mark the baseline and/or centerline in the field. The points set in the field shall be shown on the plans. At a minimum, the points to be marked in the field shall be located at one hundred (100) foot intervals. The PC, PI and PT of each curve shall also be marked or referenced. As required, the points to be witnessed in the field shall be witnessed from a MINIMUM of three (3) points, located outside of the work limits. Where the Professional Engineer has established and utilized a baseline, instead of the centerline, the Professional Engineer **MUST** show on the plans the relationship between the baseline marked in the field and the centerline.

The construction plans and the right-of-way items are to be referenced to the **STATE PLANE COORDINATE** system. This will require that **STATE PLANE COORDINATES** be shown on the plans for the PC, PI and PT for each curve, all angle points, termination points, and reference points. This will be applicable to proposed right-of-way lines, permanent easement lines, proposed centerline and/or baseline. The Professional Engineer should contact the Project Manager to obtain the information regarding the nearest established benchmark.

34. Where the Scope of Service includes cross-sections, the sections are to be taken every twenty five (25) feet and, if Aerial Method is utilized, are to be field checked every three hundred (300) feet. Critical driveway profiles to be plotted at a scale of 1" = 2' (Horizontal and Vertical). The **location and approximate depth of underground utilities**, i.e. storm sewers, sanitary sewers, gas lines and water lines, shall also be shown on the **Cross-sections**.

35. Where the Scope of Service includes pavement salvage sections, the pavement is to be salvaged to the greatest extent possible. Pavement salvage sections are to be plotted at a scale of 1" = 5' (Horizontal) and 1" = 5' (Vertical).

36. Existing drainage systems to be evaluated as to condition and capacity. Existing systems are to be modified and/or new systems to be installed as required by the proposed improvements.

Wherever possible, the Professional Engineer shall complete a **VISUAL INSPECTION** of the existing conduits so as to determine the type and condition of the conduit. This shall mean that, as a minimum, the existing conduits are to be visually checked at the inlet or outlet end and at each catch basin, manhole, or other junction point.

37. Along with the **FINAL** submission of the project plans and documents, the Professional Engineer shall furnish to the Engineer a copy of **ALL** field notes; a listing of point coordinates and point descriptions for **ALL** points on the existing **AND** proposed centerline, baseline and right-of-way line; a closure for **EACH** easement or right-of-way take; and a copy of **ALL** quantity calculations.

38. The Construction plans are to be stamped and signed by a Professional Engineer, registered in the State of Ohio. The Right-of-Way items are to be stamped and signed by a Professional Surveyor, registered in the State of Ohio.

39. The Professional Engineer shall furnish to the Engineer a load rating report for the bridge analyzed by the Load and Resistance Factor Rating (LRFR) method in accordance with the AASHTO Manual for Bridge Evaluation and the ODOT Bridge Design Manual (BDM). The bridge load rating report shall include a current ODOT BR100 Summary that is stamped, signed, and dated by a Professional Engineer. The report shall provide the safe load capacity for the HL-93 design vehicle, the four Ohio legal trucks (2F1, 3F1, 4F1, 5C1), the four specialized hauling vehicles (SU4, SU5, SU6, SU7) and the two emergency vehicles (EV2, EV3).

40. All final plats to be in ink on high quality mylar copies and shall be 24" x 36" in size. All final plans shall be 22"x34" (full size) and 11"x17" (½ size) with Professional Engineer stamp and signature in PDF format. One full size and ½ size plan set shall be submitted on plain paper.

41. The plans shall be prepared with a computer-aided design and/or drafting system (CAD), and the Professional Engineer shall furnish to the Engineer a computer disk or disks containing all the project information. The computer-aided (CAD) files shall be submitted in a format compatible with "AutoCAD".

The Professional Engineer shall also furnish to the Engineer a computer disk or disks containing all the project information, including the notes, general summary of quantities, calculations, correspondence letters, descriptions, and any other related items, in a format compatible with "Microsoft Word" and "Microsoft Excel".

The Professional Engineer shall agree to all requirements listed in this Scope of Services. The Professional Engineer must state any objections, exceptions and/or changes prior to the signing of the Engineering Services Contract.

Professional Engineer Name: Fishbeck, Inc.
Address: 11353 Reed Hartman Hwy, Suite 500
Cincinnati, Ohio 45241
Phone: (513) 469-2370

May 12, 2021

Mr. Roy Henson, PE, PS
Bridge Engineer
Warren County Engineer's Office
210 West Main Street
Lebanon, Ohio 45036

**Dry Run Road Bridge #81-1.22 Replacement Project
Fee Proposal**

Dear Roy:

Fishbeck is pleased to submit our fee proposal for Phase A of the Dry Run Road bridge replacement project to Warren County Engineer's Office (County). This fee will include one submittal to the County plus the final deliverable to address any comments generated from the County's review.

We are familiar with the initial goals of this project and are committed to providing the County exceptional service. We appreciate the opportunity to work with the County on this infrastructure improvement project in Union Township and look forward to your authorization.

If you have any questions or require additional information, please contact me at 513.247.8571 or jpcarroll@fishbeck.com.

Sincerely,



Jon P. Carroll, PE
Project Manager/Senior Bridge Engineer



Kamran Qadeer, PE
Senior Vice President/Principal

Attachments
By email

Table of Contents

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- Appendix A – Subconsultant Scope & Fee
- Appendix B – County Scope of Services

ENGINEERING AND TECHNICAL SERVICE COST PRICE PROPOSAL
AND LABOR RATES FOR
Dry Run Bridge Replacement
WAR-T0081-0122

CONSULTANT: Fishbeck

Date of Proposal: 5/7/21

PROJECT DESCRIPTION: The fee will include 1 submittal, with 1 formal review, plus the final deliverable for Phase A design services.

Task Description	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subconsult Costs	Net Fee	Total Cost
Design and Plan Development									
A. Phase A Design	\$43.95	293	\$12,877	\$24,709	\$110	\$493	\$10,750	\$2,982	\$51,921

Appendix A – Subconsultant Scope & Fee

Fishbeck

Resolution

Number 21-0854

Adopted Date June 22, 2021

AUTHORIZE ACCEPTANCE OF QUOTE FROM AGILEBITS, INCORPORATED (DBA 1PASSWORD) ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR PASSWORD MANAGEMENT SERVICES

WHEREAS, AgileBits, Incorporated (DBA 1Password) will provide Password Management Services for Warren County Telecom, as indicated on the attached quote for purchase; and

NOW THEREFORE BE IT RESOLVED, to accept quote from AgileBits, Incorporated (DBA 1Password) on behalf of Warren County Telecommunications for Password Management Services; as attached hereto and a part hereof.

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

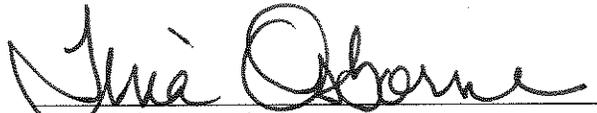
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a- AgileBits Incorporated (DBA 1Password)
Telecom (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0855

Adopted Date June 22, 2021

AUTHORIZE PRESIDENT OF THE BOARD TO ACCEPT RENEWAL AGREEMENT WITH MOTOROLA SOLUTIONS, INC ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR UPGRADE AND MAINTENANCE SUPPORT

WHEREAS, Motorola Solutions, Inc. will provide upgrade and maintenance support service for Warren County's radio system as proposed in the attached Warren County Radio System Maintenance Agreement Renewal; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board of the Board to accept the renewal of the Radio System Maintenance Agreement; as attached hereto and a part hereof.

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

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

Resolution adopted this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a- Motorola Solutions, LLC
Telecom (file)

Resolution

Number 21-0856

Adopted Date June 2021

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 6/15/21 and 6/17/21 as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 21-0857

Adopted Date June 22, 2021

APPROVE VARIOUS RECORD PLATS

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

- Maineville Crossing Subdivision Section 1 Revised Alternative Plat – Hamilton Township

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

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

Resolution adopted this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Plat File
RPC

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-0858

Adopted Date June 2021

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

WHEREAS, the Department of Human Services has requested that the twelfth disbursement of their mandated share for SFY 2021 be transferred into the Human Services Public Assistance Fund #2203; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #1101 into Human Services Fund #2203:

\$ 15,933.00	from	#11011112-5742	(Commissioners Grants - Public Assistance)
	into	#2203-49000	(Human Services - Public Assistance)

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

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

Resolution adopted this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-0859

Adopted Date June 22, 2021

APPROVE OPERATIONAL TRANSFERS OF INTEREST EARNINGS FROM COMMISSIONERS FUND #11011112 INTO WATER FUNDS #5510, #5583, SEWER FUNDS #5580, AND #5575

WHEREAS, pursuant to Resolution #90-502, adopted May 3, 1990 and amended by Resolution #18-1854, adopted November 27, 2018, relative to the transfer of interest earned by the County on revenues earned on various funds held by the County to the benefit of the Water and Sewer system; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of May 2021:

\$ 18,451.49	from	#11011112 5997	(Operational Transfers)
	into	5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 987.07	from	#11011112 5997	(Operating Transfers)
	into	#5575 44100 55753300 AAREVENUE	(Sewer Construction Project - Interest Earnings)
\$ 15,155.60	from	#11011112 5997	(Operational Transfers)
	into	#5580 44100 55803300 AAREVENUE	(Sewer Revenue - Interest Earnings)
\$ 1,796.38	from	#11011112 5997	(Operational Transfers)
	into	#5583 44100 55833200 AAREVENUE	Water Construction Projects - Interest Earnings)

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

Mr. Grossmann - yea
Mr. Young - yea
Mrs. Jones - yea

Resolution adopted this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Tz/

cc: Auditor
Water/Sewer (file)

OMB
Operational Transfer file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0860

Adopted Date June 22, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE - CORRECTIONS FUND #11012210

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Sheriff's Office - Corrections Fund #11012210 in order to process a vacation leave payout for Thomas Campbell former employee of Sheriff's Office - Corrections:

\$1,370.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012210-5882	(Sheriff's Office - Corrections - Vacation Leave Payout)

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

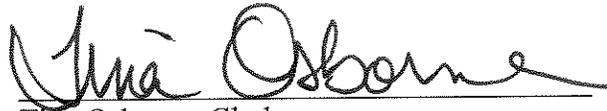
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 21-0861

Adopted Date June 22, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO BUILDING AND ZONING FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Building and Zoning Fund #11012300 in order to process a vacation leave payout for Lucy Gambrel former employee of Building and Zoning:

\$3,037.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012300-5882	(Building and Zoning - Vacation Leave Payout)

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

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

Resolution adopted this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Building and Zoning (file)
OMB

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-0862

Adopted Date June 22, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND
11012211

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

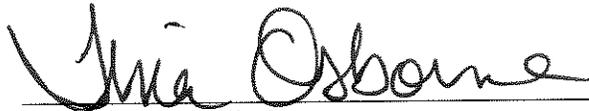
\$6,100.00	from	11012211-5102	(Shf OS Staff Regular Salaries)
	into	11012211-5820	(Shf OS Staff Health & Life Ins)

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

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

Resolution adopted this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 21-0863

Adopted Date June 22, 2021

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND #6630

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County Sheriff's Office Fund #6630:

\$325.00	from 66302258-5820	(Health & Life Insurance)
	into 66302258-5871	(Medicare)
\$7,000.00	from 66302258-5820	(Health & Life Insurance)
	into 66302258-5114	(Overtime Pay)
\$6,500.00	from 66302259-5811	(PERS)
	into 66302259-5820	(Health & Life Insurance)
\$5,000.00	from 66302259-5114	(Overtime Pay)
	into 66302259-5820	(Health & Life Insurance)

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

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

Resolution adopted this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 21-0864

Adopted Date June 22, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN EMERGENCY SERVICES/
EMERGENCY MANAGEMENT FUND #11012850

BE IT RESOLVED, to approve the following appropriation adjustment:

\$500.00 from #11012850-5210 (Materials & Supplies)
 into #11012850-5317 (Dispatch - Non-Capital Purchases)

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

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

Resolution adopted this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Emergency Services (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0865

Adopted Date June 22, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN RECORDER'S FUND #2216

BE IT RESOLVED, to approve the following appropriation adjustment:

\$10,000.00	from	#22161160-5317	(Non-Capital Purchases)
	into	#22161160-5318	(Non-Capital w/Data Bd. Approval)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tz/

cc: Auditor
Appropriation Adjustment file
Recorder (file)
OMB

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-0866

Adopted Date June 22, 2021

APPROVE APPROPRIATION ADJUSTMENTS WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustments:

\$35,176.80	from	#22735100-5830	(Worker's Comp)
\$5,000.00	into	#22735100-5114	(Overtime Pay)
\$30,176.80	into	#22735100-5910	(Other Expense)
\$636.88	from	#22735100-5460	(Insurance)
	into	#22735100-5910	(Other Expense)

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

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

Resolution adopted this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

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

Resolution

Number 21-0867

Adopted Date June 22, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,215.00	from	#22735100-5210	(Materials & Supplies)
	into	#22735100-5317	(Non-Capital Purchases)

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

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

Resolution adopted this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

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

