

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-0001

Adopted Date January 04, 2022

APPOINT TOM GROSSMANN AS PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS AND SHANNON JONES AS VICE-PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS

BE IT RESOLVED, to appoint Tom Grossmann as President of the Board of County Commissioners and Shannon Jones as Vice-President of the Board of County Commissioners.

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

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

Resolution adopted this 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Commissioners file  
Department Heads  
Bruce McGary

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-0002

Adopted Date January 04, 2022

## ESTABLISH MEETING DAYS AND TIMES FOR THE WARREN COUNTY BOARD OF COMMISSIONERS

BE IT RESOLVED, to establish Tuesday at 9:00 A.M. and the 2<sup>nd</sup> and 4<sup>th</sup> Thursday at 5:00 P.M. as the regular session meetings of the Board of County Commissioners, Warren County, Ohio; and

BE IT FURTHER RESOLVED, that regularly scheduled meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday will only be held "as necessary" and are subject to cancellation; and

BE IT FURTHER RESOLVED, to establish Tuesday at 8 A.M. and Thursday at 4 P.M. as the time that the Board may hold executive session on an as needed basis.

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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

tao/

cc: Commissioners' file  
Press

# Resolution

Number 22-0003

Adopted Date January 04, 2022

RESOLUTION TO DESIGNATE THE OFFICIAL REPRESENTATIVE AND ALTERNATE FOR THE PURPOSE OF VOTING AT THE ANNUAL MEETING OF THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO IN 2022

WHEREAS, Article IV, Section 6, of the Code of Regulations of the County Commissioners' Association of Ohio requires each member county to, for the purpose of voting at any annual or special meeting of the Association, designate an Official Representative and Alternate; and

WHEREAS, the designation of the Official Representative and Alternate for a county organized under the statutory form of county government shall be by resolution of the board of county commissioners; and

WHEREAS, in designating the Official Representative and Alternate only a member of the board of county commissioners is eligible to be designated as the Official Representative and Alternate;

NOW THEREFORE BE IT RESOLVED that Shannon Jones is designated as the Official Voting Representative of Warren County; and

BE IT FURTHER RESOLVED that Tom Grossmann, President of the Board, is designated as the Alternate Voting Representative of Warren County.

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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

/tao

cc: CCAO (file)  
Appointments file  
Laura Lander

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-0004

Adopted Date January 04, 2022

## APPROVE APPOINTMENTS AND REAPPOINTMENTS TO VARIOUS BOARDS AND COMMITTEES

BE IT RESOLVED, to approve the following appointments or reappointments:

### WARREN COUNTY AIRPORT AUTHORITY

Jack DeBrunner term to expire December 31, 2023  
6892 Meadowdale Cir  
Cincinnati, Ohio 45243

Doug Koenig term to expire December 31, 2023  
1432 New England Way  
Lebanon, Ohio 45036

Ken Ross term to expire December 31, 2023  
7355 Robin Dr.  
Maineville, Ohio 45039

Mark Beatty term to expire December 31, 2023  
321 W. Waynesville Rd.  
Oregonia, Ohio 45054

Brian Trapp term to expire December 31, 2023  
5515 Emmons Road  
P.O. Box 245  
Oregonia, Ohio 45054

Greg Ciliberti term to expire December 31, 2023  
9688 Timberline Ct  
Loveland, Ohio 45140

Mark Neubauer term to expire December 31, 2023  
2440 Glendale Court  
Lebanon, Ohio 45036

Nelda Lane term to expire December 31, 2023  
2590 Greentree Road  
Lebanon, Ohio 45036

Nick Sargent term to expire December 31, 2023  
1504 New England Way  
Lebanon, Ohio 45036

**AIRPORT ZONING BOARD OF APPEALS**

Walt Davis  
5446 Hamilton  
Lebanon, Ohio 45036

Reappointment to expire December 31, 2024

Ralph Campbell  
2353 Stubbs Mill Road  
Lebanon, Ohio 45036

Reappointment to expire December 31, 2024

Robert Barnes  
6093 Maxfli Lane  
Mason, Ohio 45040

Appointment to expire December 31, 2024

**BOARD OF DEVELOPMENTAL DISABILITIES**

Laurie Lupinetti  
3415 Broken Ridge Drive  
Mason, Ohio 45040

Reappointment to expire December 31, 2025

**CHILD ABUSE AND NEGLECT PREVENTION REGIONAL ADVISORY BOARD**

Susan Walther  
Warren County Children Services  
416 S. East Street  
Lebanon, Ohio 45036

Reappointment to expire March 7, 2023

Roy Lutz  
Abuse & Rape Crisis Shelter of Warren County  
416 S. East Street  
Lebanon, Ohio 45036

Reappointment to expire March 7, 2023

**ELDERLY SERVICES ADVISORY COMMITTEE**

Chris Ellis  
Helping Hands Healthcare  
9672 Cincinnati Columbus Road  
Cincinnati, Ohio 45241

Reappointment to expire December 31, 2024

**OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS**

Commissioner David G. Young  
406 Justice Drive  
Lebanon, Ohio 45036

Reappointment to expire December 31, 2022

Martin Russell (alternate to D. Young)  
Deputy County Administrator  
406 Justice Drive  
Lebanon, Ohio 45036

**REGIONAL PLANNING COMMISSION**

Commissioner Tom Grossmann  
406 Justice Drive  
Lebanon, OH 45036

Reappointment to expire December 31, 2022

Commissioner Shannon Jones  
406 Justice Drive  
Lebanon, OH 45036

Reappointment to expire December 31, 2022

**REHAB BOARD**

Barney Wright  
406 Justice Drive  
Lebanon, OH 45036

Reappointment to expire December 31, 2022

Matt Nolan  
406 Justice Drive  
Lebanon, OH 45036

Reappointment to expire December 31, 2022

Lauren Cavanaugh  
416 S. East Street  
Lebanon, OH 45036

Reappointment to expire December 31, 2022

Tiffany Zindel  
406 Justice Drive  
Lebanon, OH 45036

Reappointment to expire December 31, 2022

Chris Brausch  
406 Justice Drive  
Lebanon, OH 45036

Reappointment to expire December 31, 2022

Kurt Weber  
210 W. Main Street  
Lebanon, OH 45036

Reappointment to expire December 31, 2022

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JANUARY 04, 2022  
PAGE 4

Jim Aumann  
c/o Warren Co. Grants Office  
406 Justice Drive  
Lebanon, Ohio 45036

Reappointment to expire December 31, 2022

**RURAL ZONING COMMISSION**

Ralph Campbell  
2353 Stubbs Mill Road  
Lebanon, Ohio 45036

Appointment to expire December 31, 2026

**Alternate**

Ginger Haddix  
2530 Oakview Court  
Lebanon, Ohio 45036

Appointment to expire December 31, 2026

**RURAL ZONING BOARD OF APPEALS**

Pam Jones  
6889 Blackhawk Drive  
Morrow, Ohio 45152

Reappointment to expire December 31, 2026

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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

lkl/

cc: Appointments File  
Appointees  
Apiary file  
Airport Authority (file)  
ODNR (Apiary)  
Elderly Services (file)

RPC (file)  
OGA (file)  
Children Services (file)  
RZC (file)  
OKI  
Developmental Disabilities (file)

**Ohio-Kentucky-Indiana Regional Council of Governments**

**720 East Pete Rose Way, Suite 420**

**Cincinnati, Ohio 45202**

**(513)619-7684**

**info@oki.org**

To the OKI Secretary:

The undersigned hereby appoints as its representative on the Board of Directors of the Ohio-Kentucky-Indiana Regional Council of Governments, to be installed at the OKI Board of Directors meeting of the above organization JANUARY 13, 2022, the following **ELECTED OFFICIAL:**

NAME: David G. Young

TITLE: Commissioner

STREET: 406 Justice Drive  
(Preferred Mailing Address will be published)

CITY: Lebanon

STATE: Ohio ZIP CODE: 45036

PHONE: 513-695-1250 FAX NO.: 513-695-2054

E-MAIL: david.young@co.warren.oh.us

The undersigned further pledges its cooperation to the above organization in carrying on the regional planning process.

Respectfully submitted:

**ORGANIZATION: WARREN CO. BRD. OF COMMISSIONERS**

BY: Amy Gander, Deputy Clerk

DATE: 01/04/2022

**PLEASE NOTE: THIS APPOINTMENT IS NEEDED JANUARY 7, 2022 FOR ACTION AT THE MEETING JANUARY 13, 2022.**

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 22-0005

Adopted Date January 04, 2022

REHIRE JAMES BLAIR AS A SEWER DISTRIBUTION WORKER III WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Blair resigned effective April 8, 2021 to pursue employment elsewhere and has reapplied for employment within the department for an open position; and

WHEREAS, the department has requested to rehire Mr. Blair at \$22.84 per hour according the Sanitary Engineer's staffing plan; and

NOW THEREFORE BE IT RESOLVED, to rehire James Blair, as Sewer Distribution Worker III, within the Water and Sewer Department, classified, full-time, permanent, non-exempt status (40 hours per week), Pay Grade #17, 22.84 per hour, effective January 5, 2022 and subject to 365 day probationary period; and

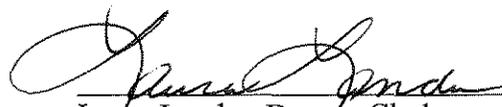
BE IT FURTHER RESOLVED, Mr. Blair will not be eligible for the typical three (3) percent increase upon completion of his probation period as Mr. Blair's wage is inclusive of this amount.

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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

H/R

cc: Water and Sewer (file)  
J. Blair's Personnel File  
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-0006

Adopted Date January 04, 2022

APPROVE PROMOTION OF BRENDAN CZINEGE TO THE POSITION OF WATER DISTRIBUTION WORKER II WITHIN THE WATER AND SEWER DEPARTMENT

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

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

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Brendan Czinege to the position of Water Distribution Worker II within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #15, 21.01 per hour, effective pay period beginning January 1, 2022.

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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Water/Sewer (file)  
B. Czinege's Personnel file  
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-0007

Adopted Date January 04, 2022

APPROVE PROMOTION OF NATHAN ALFREY TO THE POSITION OF WATER DISTRIBUTION WORKER II WITHIN THE WATER AND SEWER DEPARTMENT

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

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

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Nathan Alfrey to the position of Water Distribution Worker II within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #15, 21.01 per hour, effective pay period beginning January 1, 2022.

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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

cc: Water/Sewer (file)  
N. Alfrey's Personnel file  
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-0008

Adopted Date January 04, 2022

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO DEBBIE GRIFFITH,  
ADMINISTRATIVE ASSISTANT, WITHIN THE TELECOMMUNICATIONS DEPARTMENT

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

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Debbie Griffith not to exceed twelve (12) weeks; pending further documentation from Ms. Griffith.

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

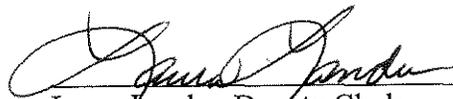
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Telecom (file)  
Debbie Griffith's FMLA file  
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-0009

Adopted Date January 04, 2022

APPROVE LEAVE DONATION FOR DEBBIE GRIFFITH, ADMINISTRATIVE ASSISTANT, WITHIN THE WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT

WHEREAS, the deputy director of the Telecommunications Department has requested, due to the serious health condition of an immediate family member, to approve leave donation for Debbie Griffith; and

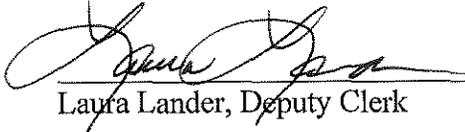
NOW THEREFORE BE IT RESOLVED, to approve leave donation for Debbie Griffith, Administrative Assistant, within the Telecommunications Department, effective immediately.

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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Telecom (file)  
D. Griffith's FMLA File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 22-0010

Adopted Date January 04, 2022

AUTHORIZE THE POSTING OF THE "INFRASTRUCTURE SYSTEMS ANALYST I" AND "COMMUNICATIONS SYSTEMS ANALYST I" POSITIONS, WITHIN THE TELECOMMUNICATIONS DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for an "Infrastructure Systems Analyst I" position within the Telecommunications Department and a "Communications Systems Analyst I" position was approved in the 2022 Budget; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the positions of "Infrastructure Systems Analyst I and Communications Systems Analyst 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 December 28, 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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

H/R

cc: Telecom (File)  
OMB – Sue Spencer

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

# Resolution

Number 22-0011

Adopted Date January 04, 2022

**AUTHORIZE COUNTY PROSECUTOR TO FILE JOINT APPLICATION WITH THE COURT OF COMMON PLEAS FOR APPOINTMENT OF SPECIAL LEGAL COUNSEL RELATIVE TO PENDING LITIGATION AGAINST JUDGE JOSEPH KIRBY IN HIS CAPACITY AS JUDGE OF WARREN COUNTY COMMON PLEAS COURT, JUVENILE DIVISION, AND AUTHORIZE COUNTY ADMINISTRATOR TO EXECUTE SAID APPLICATION**

WHEREAS, a Petition for Writ of Prohibition has been filed in the 12<sup>th</sup> District Court of Appeals naming the Warren County Court of Common Pleas, Juvenile Division, and Warren County Children Services, a department of the Board of County Commissioners, as the Respondents; and

WHEREAS, pursuant to Ohio Rev. Code § 309.09, the Warren County Prosecutor serves as statutory legal advisor to county officers and boards, including the judges of the Warren County Common Pleas Court and the Board of County Commissioners, both of whom are named respondents in the action; and

WHEREAS, there exists a conflict of interest that prevents the Warren County Prosecuting Attorney from fully defending both Respondent parties to the litigation described above; and

WHEREAS, pursuant to Ohio Rev. Code § 305.14(A), upon the joint application of the Prosecuting Attorney and the Board of County Commissioners to the Court of Common Pleas, the Court of Common Pleas may authorize the Board to employ special legal counsel to assist the Prosecuting Attorney, the board, or any other county officer in any matter of public business coming before such board or officer, and in the prosecution or defense of any action or proceeding in which such board or officer is a party or has an interest, in its official capacity; and

WHEREAS, Clermont County Prosecutor, Mark Tekulve, has agreed to serve as special counsel, at no cost to Warren County, other than mileage and ordinary and necessary expenses;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby authorizes the County Prosecutor to file a joint application with the Board in the Court of Common Pleas for the appointment of special legal counsel to represent Judge Joseph Kirby of the Court of Common Pleas, Juvenile Division, in the lawsuit filed in the 12<sup>th</sup> District Court of Appeals captioned *State of Ohio, ex rel. Quang Vo v. Warren County Children Services [and] Warren County Court of Common Pleas – Juvenile Division*, case number 2021-12-117.

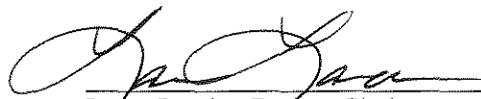
BE IT FURTHER RESOLVED that the County Administrator is hereby authorized to execute the application for appointment of special legal counsel, a copy of which is attached hereto.

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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Prosecutor (file)      Juvenile (file)      Litigation file

# Resolution

Number 22-0012

Adopted Date January 04, 2022

APPROVE CHANGE OF TOWNSHIP BOUNDARIES OF LEBANON TOWNSHIP TO MAKE THEM, IN PART, IDENTICAL TO THOSE OF THE CITY OF LEBANON

WHEREAS, this Board of County Commissioners is in receipt of a petition by the City of Lebanon, Ohio to change the boundaries of Lebanon Township to make them identical, in part, with the boundaries of the City of Lebanon; and

WHEREAS, pursuant to Ohio Revised Code Section 503.07, the Board of County Commissioners, upon presentation of such petition, with the proceedings of the legislative authority authenticated, shall upon petition of a City change the boundaries of the township when the limits of such corporation include territory lying in more than one township; and

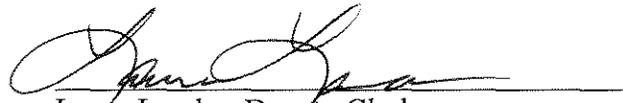
NOW THEREFORE BE IT RESOLVED, that the prayer of the City of Lebanon be granted for such changes in and extensions of the boundary lines of Lebanon Township as may be necessary so that it may include therein, those portions of Turtlecreek Township, Warren County, Ohio, which has, by successive orders of the Warren County Board of Commissioners, been annexed to the City of Lebanon, said territory having been accepted by the City pursuant to ordinance number 2021-109 to make the boundary lines of Lebanon Township co-extensive with the corporate limits of the City of Lebanon; copy of petition 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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

/tao

cc: City of Lebanon (file)  
Auditor  (certified)  
RPC (file)  
Dispatch

Turtlecreek Township  
Map Room  
GIS  
Board of Elections

PETITION FOR A CHANGE IN TOWNSHIP BOUNDARIES

Now comes the City of Lebanon, Ohio, a municipal corporation, by its City manager, and petitions the Board of County Commissioners of Warren County, Ohio, pursuant to Ohio Revised Code Section 503.07, for an order changing the boundaries of Lebanon Township so as to include therein certain parts of the City of Lebanon, and for such other actions which may be proper in this matter. The portions of the City of Lebanon, Ohio not now included within the limits of Lebanon Township include the following: those portions of Turtlecreek Township, Ohio annexed by the City of Lebanon, Ohio by Ordinance number 2021-109, passed November 23, 2021, and approved by the Warren County Board of County Commissioners by Resolution No. 21-1244, adopted September 7, 2021 (copies of said Ordinance and Resolution are attached hereto as Exhibits "A" and "B" respectively).

A complete and accurate description of the additional area of the City of Lebanon, Ohio which is now to be included in Lebanon Township is attached hereto, marked Exhibit "C" and incorporated herein by reference as if fully set forth.

This petition is filed through the authority of Ordinance No. 2021-077, passed August 24, 2021. A true copy of said Ordinance is attached hereto as Exhibit "D" made a part hereof and incorporated herein as if fully set forth.

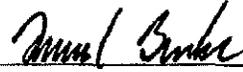
A handwritten signature in black ink, appearing to read 'Scott Brunka', is written over a horizontal line.

Scott Brunka

City Manager,

Lebanon, Ohio

I hereby certify that this is a true and correct copy of the petition directed to be filed by the City Council of Lebanon, Ohio by Ordinance 2021-077.



Daniel Burke

City Auditor, *Clerk of Council*

Lebanon, Ohio

Exhibit A

ORDINANCE NO. 2021-109

AN ORDINANCE ACCEPTING AN ANNEXATION OF 177.2870 ACRES  
KNOWN AS THE PARKSIDE ANNEXATION FROM  
TURTLECREEK TOWNSHIP TO THE CITY OF LEBANON

WHEREAS, on August 10, 2021 this Council enacted Resolution No. 2021-076, indicating municipal services are to be provided to certain real property proposed to be annexed to the City of Lebanon from Turtlecreek Township, Warren County, Ohio, known as the "Parkside Annexation"; and

WHEREAS, on September 7, 2021, the Warren County Commissioners enacted their Resolution No. 21-1244, authorizing the annexation of said territory, which Resolution was delivered to the Agent for the Petitioners and the Clerk of the Lebanon City Council on September 10, 2021 with a certified transcript of proceedings pursuant to R.C. 709.022 and R.C. 709.033.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Lebanon, State of Ohio:

SECTION 1. That the annexation of real estate in Warren County and adjacent to the City of Lebanon, an accurate map of which territory, together with a petition for its annexation and other documents related thereto, and a certified transcript of the proceedings of the Warren County Commissioners in relation thereto are and have been on file for sixty (60) days with the Clerk of this Council, is hereby accepted pursuant to R.C. 709.04.

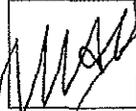
SECTION 2. That this Ordinance shall become effective on the earliest date allowed by law.

*Maya Offenberg*  
Mayor

Passed: *November 23, 2021*

Attest:  
*David Gubler*  
Clerk of Council

Sponsors:  
Cope, Mathews, Shafer, Shope

City Manager	City Auditor	City Attorney
		

CERTIFICATION

The undersigned Clerk of Council of the City of Lebanon, Ohio, hereby certifies that the foregoing is a true copy of Ordinance No. 2021- 109, duly passed by the Council of the City on November 23, 2021, and that the same has not been amended or repealed as of this date.

Dated: December 20, 2021.



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Daniel Burke  
Clerk of Council

Exhibit B

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

Resolution

Number 21-1244

Adopted Date September 07, 2021

APPROVE ANNEXATION OF 177.2870 ACRE TO THE CITY OF LEBANON, MARGARET W. COMEY, AGENT, PURSUANT TO OHIO REVISED CODE SECTION 709.022 [A.K.A. EXPEDITED TYPE 1 ANNEXATION]

WHEREAS, this Board is in receipt of an annexation petition from Margaret W. Comey, Agent to annex 177.2870 acre to the City of Lebanon filed on the 1<sup>st</sup> day of September 2021; and

WHEREAS, said petition for annexation was filed pursuant to and specifically requests that the Board follow ORC §709.022 [a.k.a. Expedited Type 1 Annexation]; and,

WHEREAS, said petition has been determined to contain the following matters required by law:

- Signatures of all of the property owners in the territory proposed to be annexed.
- Accurate legal description of the perimeter of the territory proposed to be annexed.
- Accurate map and plat of the territory
- Name of person or persons to act as the agent for the petitioners.

NOW THEREFORE BE IT RESOLVED, that the prayer of said petition be approved.

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

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

Resolution adopted this 7th day of September 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/to

cc: Margaret Comey, Agent  
RZC  
Auditor  
City of Lebanon

RPC  
Map Room  
Annexation file  
Turtlecreek Township

## EXHIBIT C

**DESCRIPTION FOR:** RJ REAL ESTATE PROPERTIES, LLC  
ANNEXATION

**LOCATION:** S.R. 63  
177.2870 Acres

Situate in Section 18, Town 4, Range 3, Turtlecreek Township, Warren County, Ohio, and being all of the 164.1991 acre remainder and all of the 13.0879 acre premises conveyed to RJ Real Estate Properties, LLC by deed recorded in Document Number 2015-001195 (all records of the Warren County, Ohio Recorder's Office) and being more particularly described as follows:

Beginning at a point at the centerline intersection of State Route 63 (R/W varies) and Hamilton Road, said point being the southeast corner of said Section 18 and northeast corner of a 0.916 acre tract of land conveyed to Kevin P. Lechlitter by deed recorded in Document Number 2019-004571;

Thence, along the said centerline of State Route 63 and south line of Section 18, with the north line of said Lechlitter tract, and along the north line of a 0.545 acre tract of land conveyed to Glenn Tatman and Debra Tatman by deed recorded in Document Number 2020-029259, North 85° 10' 00" West, 349.95 feet to the southeast corner of a 1.824 acre tract of land conveyed to Christopher B. Ward and Joanna L. Ward by deed recorded in Document Number 944307;

Thence, with lines of said Ward tract, the following six (6) courses and distances:

- 1.) North 5° 32' 10" East, 173.98 feet;
- 2.) North 86° 38' 00" West, 16.89 feet;
- 3.) North 4° 22' 00" West, 254.16 feet;
- 4.) North 6° 51' 30" East, 95.48 feet;
- 5.) North 84° 43' 20" West, 129.69 feet;
- 6.) South 4° 16' 30" West, 520.87 feet to the centerline of said State Route 63, south line of Section 18, and north line of a 0.591 acre tract of land conveyed to Landen M. Brown and Rebekah H. Herdman by deed recorded in Document Number 2020-009268;

Thence, along said centerline, section line and north line of Brown/Herdman tract, with the north line of a 3.529 acre remaining tract of land conveyed to Aaron King and Rebecca A. King by deed recorded in Document Number 2015-000989, with the north line of a 1.727 acre tract of land conveyed to Jeremy M. Magrum by deed recorded in Document Number 2017-013542, with the north line of a 1.00 acre tract of land conveyed to James I. Raney II and Staci D. Raney by deed recorded in Document Number 2016-016570, with the north line of a 1.1539 acre tract of land conveyed to Timothy K. Garner and Suzan D. Garner Trustees by deed recorded in Document Number 2017-033881, and with the north line of right-of-way dedicated in Plat Book 4, Page 11, North 85° 10' 00" West, 2066.11 feet to the southeast corner of a 15.8977 acre tract of land conveyed to Newspring Church Assembly of God by deed recorded in Document Number 2016-015809;

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Thence, with lines of said Newspring Church Assembly of God, North 2° 52' 57" East, 811.21 feet and North 84° 37' 21" West, 847.05 feet to an east line of a 73.5056 acre tract conveyed to Cunningham Interests, LLC by deed recorded in Document Number 2020-005959;

Thence, with lines of said Cunningham Interests, LLC tract, the following three (3) courses and distances:

- 1.) North 2° 52' 57" East, 819.26 feet;
- 2.) South 84° 04' 42" East, 847.44 feet;
- 3.) North 4° 35' 47" East, 1069.21 feet to the south line of Lot 24 of Charleston Woods of Turtlecreek as shown on plat recorded in Plat Book 72, Pages 80-82 conveyed to Andrew Schappacher and Stephanie Schappacher by deed recorded in Document Number 2016-019544;

Thence, along the south line of said Schappacher, with the south line of a 25.000 acre tract of land conveyed to James Allen Schroeder and Kimberly McCann Schroeder by deed recorded in Official Record 450, Page 250, with the south line of a 6.000 acre tract of land conveyed to Ira B. Waspe and Carol Stringer Waspe by deed recorded in Official Record 1120, Page 840 and with the south line of a 8.633 acre tract of land conveyed to James R. Chaillet, Jr. and Margaret E. Chaillet by deed recorded in Official Record 2073, Page 75, South 85° 24' 33" East, 2663.51 feet to the east line of aforesaid Section 18, southwest corner of a 122.151 acre tract of land conveyed to Southland Greens, LLC by Document Number 2017-036466 and northwest corner of a 98.39 acre tract of land conveyed to RJ Real Estate Properties, LLC by deed recorded in Official Record 5745, Page 520;

Thence, along said section line, with the west line of said RJ Real Estate Properties, LLC tract, with the west line of a 2.000 acre tract conveyed to Larry J. Kelly and Josephine Kelly by deed recorded in Deed Book 724, Page 915 and with the west line of a 0.64 acre tract conveyed to Dion Spilman by deed recorded in Document Number 2021-038730, South 5° 04' 11" West, 2701.97 feet to the point of beginning.

Containing 177.2870 acres of land of which 1.7488 acres lie within aforesaid State Route 63.

Subject to all legal highways, easements and restrictions of record.

The above description is the result of an Annexation Plat prepared by McGill Smith Punshon, Inc. under the direction of Richard D. Nichols, P.S. No. 7929, dated the 25<sup>th</sup> of June, 2021, the survey of which is recorded in Volume \_\_ Page \_\_ Warren County Engineer's Record of Land Surveys. The bearings in the above description are based on deed for subject property recorded in Document Number 2015-001195.

Prepared by: McGill Smith Punshon, Inc.  
Date: 30 AUG 2021  
MSP No.: 19432.02

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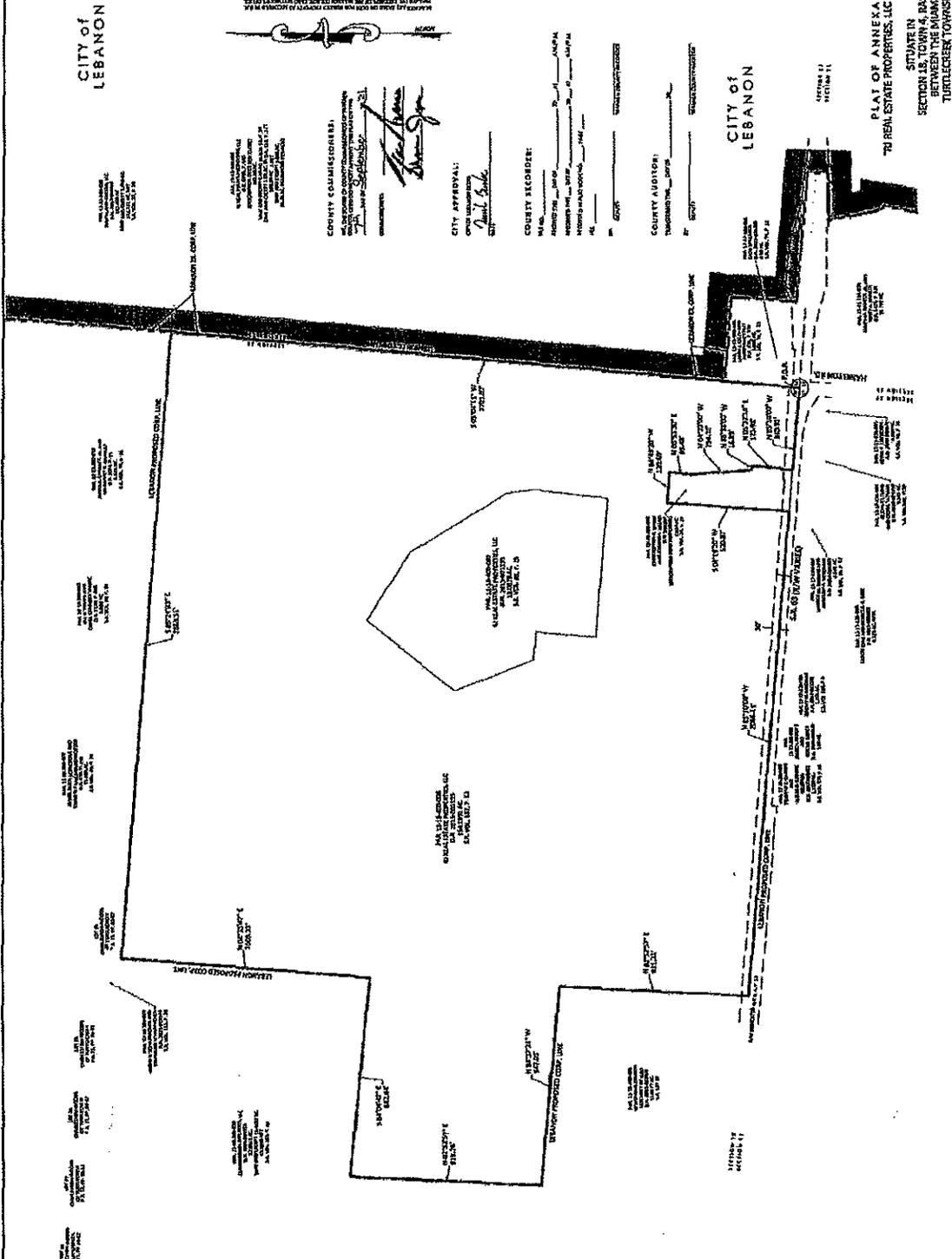
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813.759.0004 ■ Fax 513.563.7099 ■ [www.mspsdesign.com](http://www.mspsdesign.com)

**MSP**  
DESIGN

# EXHIBIT C

CITY of  
LEBANON



ALL INFORMATION ON THIS PLAN IS BASED ON THE RECORDS OF THE PUBLIC RECORDS OFFICE IN LEBANON, OHIO.

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ALL INFORMATION ON THIS PLAN IS BASED ON THE RECORDS OF THE PUBLIC RECORDS OFFICE IN LEBANON, OHIO.

CITY APPROVAL:  
CITY MANAGER  
*Mark G. Smith*

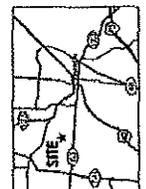
COUNTY AUDITOR:  
TOWNSHIP: \_\_\_\_\_  
COUNTY: \_\_\_\_\_

CITY of  
LEBANON

PLAT OF ANNEXATION  
TO REAL ESTATE PROPERTIES, LLC ANNEXATION  
SECTION 18, TOWN 4, RANGE 3  
BETWEEN THE MIAMIS  
TOWNSHIP  
WARREN COUNTY, OHIO

**MSP**  
DESIGN  
REGISTERED PROFESSIONAL ENGINEER  
No. 10220  
Ohio State Board of Engineering and Surveying

DATE: 10/20/2010  
PROJECT: 10220  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]  
SCALE: AS SHOWN



TOTAL LENGTH OF  
S.R. 43 IN TERRITORY  
= 2416.08'

EX. LEBANON CORP.  
AREA TO BE ANNEXED  
TO LEBANON

TOTAL AREA IN  
PROPOSED ANNEXATION:  
177,2870 ACRES  
(1,7488 AC. BEING IN S.R. 43)



CERTIFICATION  
I, the undersigned, being a duly licensed Professional Engineer in the State of Ohio, do hereby certify that I am the author of the above described plat and that the same is a true and correct copy of the original on file in my office.

*Mark G. Smith*  
Professional Engineer  
No. 10220

Exhibit D

ORDINANCE NO. 2021-077

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER TO THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO, A PETITION FOR A CHANGE OF TOWNSHIP BOUNDARIES TO EXCLUDE PARCELS AGGREGATING 177.2870 ACRES TO BE KNOWN AS THE PARKSIDE ANEXATION

WHEREAS, the City of Lebanon is situated in Lebanon Township; and,

WHEREAS, the City Council of the City of Lebanon, Ohio has determined that it is in the best interests of the City of Lebanon for the municipal limits to be situated in a single township; and,

WHEREAS, Ohio Revised Code Section 503.07 (the "Statute") provides for the conformity of boundaries when the limits of a municipal corporation do not comprise the whole of a township in which it is situated; and

WHEREAS, the Statute authorizes the legislative authority of a municipal corporation, by an affirmative majority vote of its members, to petition the board of county commissioners for a change in township lines in order to make them identical, in whole or in part, with the limits of the municipal corporation, and said board of county commissioners shall upon the petition of a municipal corporation conform the boundaries of the township.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Lebanon, Ohio:

SECTION 1. That the City Manager is hereby authorized and directed to present to the Board of County Commissioners of Warren County, Ohio a Petition praying for a change in the boundaries of Turtlecreek Township, Warren County, Ohio (the "Township") to conform the boundary lines of the Township by removing the parcels of real property which have been annexed to the City of Lebanon so as to include within the boundary lines of Lebanon Township the limits of the City of Lebanon as set out in the Petition attached hereto as Exhibit "A" and incorporated herein by reference as if fully set forth.

SECTION 2. That the City Manager of the City of Lebanon is hereby authorized and directed to execute and deliver a Petition for a change of Township boundaries in accordance with the "Exhibit A" attached hereto.

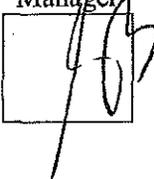
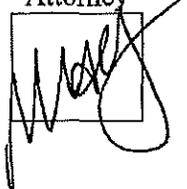
Section 3. This Ordinance is necessary for the preservation of the public peace, health safety, morals and welfare of the City of Lebanon, Ohio, and this Ordinance shall take effect at the earliest time allowable by law.

*Maya Brewer*  
Mayor

Passed: August 24, 2021

Attest:  
*Amil Smith*  
Clerk of Council

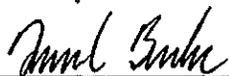
Sponsors:  
All Members of Council

City Manager	City Auditor	City Attorney
		

CERTIFICATION

The undersigned Clerk of Council of the City of Lebanon, Ohio, hereby certifies that the foregoing is a true copy of Ordinance No. 2021- 077, duly passed by the Council of the City on August 24, 2021, and that the same has not been amended or repealed as of this date.

Dated: December 20, 2021.



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Daniel Burke  
Clerk of Council

# Resolution

Number 22-0013

Adopted Date January 04, 2022

AUTHORIZE THE ACCEPTANCE OF EQUIPMENT TRANSFER FROM THE STARK COUNTY SHERIFF'S OFFICE TO THE WARREN COUNTY PUBLIC SAFETY NETWORK (WCPSN)

WHEREAS, the Warren County Public Safety Network (WCPSN) is extending the life of their Motorola "XTS" portable radios utilized by public service users in the county and is in need of peripheral equipment to accomplish this mission; and

WHEREAS, Stark County Sheriff's Office is retiring its "XTS" radios and therefore has surplus equipment related to these radios; and

NOW THEREFORE BE IT RESOLVED, to authorize the acceptance of the equipment transfer as listed on the attached list from Stark County Sheriff's Office for Warren County Public Safety Network (WCPSN)

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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Telecom (file)  
B. Quillen – Auditor's Office



**GEORGE T. MAIER**

**Stark County Sheriff**

**Stark County Safety Building • 4500 Atlantic Blvd. NE • Canton, OH 44705-4374  
Administrative Offices • (330) 430-3887 • Fax (330) 430-3844**

Jail Division • (330)451-1341 • Fax (330)451-1339 • www.sheriff.co.stark.oh.us  
Court Services Division • 115 Central Plaza N., Suite A • Canton, OH 44702 • (330)451-7425 • Fax (330)451-7050

December 21, 2021

## Equipment Transfer Receipt

This equipment transfer is between the Stark County Sheriff's Office (SCSO) and the Warren County Public Safety Network (WCPSN).

The WCPSN is extending the life of their Motorola "XTS" portable radios utilized by public service users in their county. They are in need of batteries, chargers and other peripheral equipment to accomplish this mission.

The SCSO is retiring all of its "XTS" radios in the near-term future and therefore has surplus miscellaneous equipment related to these radios.

Consequently:

The WCPSRS, represented by Paul Kindell, Director, receives the following equipment:

- 1 Lot - XTS radio batteries, used.
- 1 Lot - "Impress" radio chargers, single bay and six bay.
- 1 Lot - Shoulder Microphones, used.

SCSO Representative:

Major DL Anderson

Date: 12/21/21

WCPSN:

Director Paul Kindell

Date: 12/21/21

# Resolution

Number 22-0014

Adopted Date January 04, 2022

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THRIVE BEHAVIORAL HEALTH CENTER (PROVIDER) ON BEHALF OF THE DEPARTMENT OF WARREN COUNTY CHILDREN SERVICES (AGENCY)

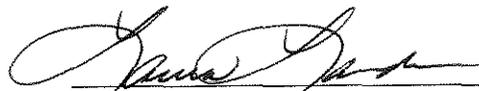
BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Memorandum of Understanding with Thrive Behavioral Health Center on behalf of the Department of Children Services; copy of agreement is attached hereto and made a part hereof.

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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

jc/

cc: c/a – Thrive Behavioral Health Center  
Children Services (file)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
WARREN COUNTY CHILDREN SERVICES  
AND  
THRIVE BEHAVIORAL HEALTH CENTER**

This Memorandum of Understanding (“MOU”) is entered into by and between Warren County Children Services (hereinafter “Agency”), 416 S. East Street Lebanon, OH 45036 and Thrive Behavioral Health Center, (hereinafter “Provider”), 29201 Aurora Road, Suite 400, Solon, OH 44139 (collectively referred to herein as the “Parties”).

In furtherance of Parties’ respective missions, the Parties wish to work together and collaborate with each other to plan and implement the Ohio START (Sobriety, Treatment, and Reducing Trauma) program which is an evidence-informed children services-led intervention model that helps public children services agencies (PCSAs) bring together caseworkers, behavioral health providers, and peer support specialist into teams dedicated to helping families struggling with co-occurring child maltreatment and substance use disorder. Specifically, the Parties will work together to implement Ohio START in partnership with the Ohio START Steering Committee.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

**I. PURPOSE**

The purpose of the Ohio START Program is to address childhood trauma caused by parental substance abuse and adult trauma that may have led to drug dependency through a collaborative effort between the Parties to improve outcomes for families involved in the child protection system experiencing a primary diagnosis of Substance Abuse Disorder (SUD) and affected by trauma. The Parties will work collaboratively as Family Teams, which includes a Peer Support Specialist to provide coordinated wrap-around services and intensive case management to achieve the purpose of the Ohio START program.

**II. COLLABORATION**

During the Term of this Agreement, the Parties shall work together to implement the Ohio START Program as set forth in the program’s Timeline and Scope of Work attached hereto respectively to this Agreement as Attachment A and Attachment B. This Agreement may be amended from time-to-time to include an amended Timeline or Scope of Work that shall be signed by the Parties. The Role of the Provider in relation to this Agreement is:  Behavioral Health Provider/Substance Abuse  Behavioral Health Provider/Trauma Treatment for Children  Peer Support Specialist Employer  Behavioral Health Partner/Trauma Treatment for Adults  Other Community Partner. Behavioral Health Partners agree to provide weekly client updates on the designated Weekly Reporting Form, Attachment C.

**III. OVERSIGHT AND EVALUATION**

- A. Local implementation oversight and technical assistance will be provided to the Parties by the Public Children Services Association of Ohio (PCSAO) in conjunction with the national home for the START Program; Children and Family Futures (CCF).
- B. Program evaluation data will be collected and analyzed by The Ohio State University along with Ohio University. Parties agree to promptly provide requested program data.

#### IV. CONFIDENTIALITY

The Parties understand that while performing the responsibilities of the Ohio START program, Provider may have access to certain child welfare and other information from Agency which is confidential under state and federal law ("Confidential Information"). Current Laws and Regulations Governing the Protection and Access of Child Welfare Data can be found in Attachment D. Likewise, the Parties understand that while performing the responsibilities of the Ohio START program, Agency may have access to certain healthcare, drug treatment, and other information from Provider which is considered Protected Health Information ("PHI"). For performing the Parties' responsibilities under the Ohio START program, the Parties may have access to Confidential Information and/or PHI. This MOU establishes a process between the Parties to properly and confidentially transmit and share Confidential Information and PHI between themselves and to set forth the terms and conditions governing the information-sharing process. The Confidential Information and PHI will be transferred via an agreed upon method of transmission to include; in person meetings, telephone conversations, and written correspondence sent through the US Postal Services, secure fax, or secure email.

- A. Parties agree to do the following:
  - 1. Transfer Confidential Information and Protected Health Information in a secure manner as mutually agreed upon by the Parties, for example through an encrypted file sharing service.
  - 2. Participate in ongoing consultation between the Parties to ensure the Confidential Information and Protected Health Information is stored securely.
  - 3. Use appropriate safeguards in storing Confidential Information received from the Agency.
    - a. **Provider** must ensure the access and protection of the Confidential Information is in compliance with all state and federal laws that govern the protection of child welfare data, including, but not limited to those set forth in Attachment C attached hereto, as may be amended or supplemented from time to time. **Provider** shall:
      - i. Protect the confidentiality of the Confidential Information in the same manner it protects the confidentiality of its own similar confidential information, but in no event using less than a reasonable standard of care.
      - ii. Restrict access to the Confidential Information to personnel engaged in a use permitted by this MOU, provided that such personnel are bound by obligations of confidentiality similar to the terms of this MOU.
      - iii. Return and/or destroy any Confidential Information transferred to Provider by Agency upon the termination or expiration of this MOU.

iv. Notify the agency of any personnel issues regarding any contracted position or other Provider staff that could negatively impact the Agency or the provision of services to families involved in the Ohio START Program.

b. Agency shall use appropriate safeguards in storing Protected Health Information received from the Provider. While Agency is not a Business Associate of Provider pursuant to the Health Information Portability and Accountability Act ("HIPAA"), Agency should undertake efforts to store information in compliance with Subpart C of 45 CFR Part 164, which includes:

i. Ensuring confidentiality, integrity, and availability of Protected Health Information stored both in physical and electronic form.

ii. Protect against any reasonably anticipated threats to the security of the Protected Health Information.

iii. Protect against any impermissible disclosures of the Protected Health Information.

iv. Limit access to Protected Health Information to authorized employees of Agency and ensure Protected Health Information is utilized only according to the Purpose and executed release.

v. Track who has accessed Protected Health Information.

vi. Report to Provider any use or disclosure of Protected Health Information not permitted in the Purpose or executed release.

vii. Protect Protected Health Information from improper alteration or destruction; and

viii. Ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Agency agree to the same restrictions, conditions, and requirements.

4. Refer requests for Confidential Information or Protected Health Information to each respective Party.

5. Immediately notify the Parties of any known or suspected unauthorized disclosure of Confidential Information and/or Protected Health Information.

6. During performance of this Agreement and for a period of six (6) years after its completion, Provider shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to Agency as Agency may reasonably require.

7. Obtain an executed START release, in the form attached hereto as Attachment E, from the clients who are eligible and selected to participate in the Ohio START program and store the executed releases in a secure manner.

#### B. Parties' Agreements regarding Ownership of confidential information and liability

1. The Parties agree that the Confidential Information provided under this MOU is and will remain the property of the Agency.

MOU 2. The Parties agree that the Protected Health Information provided under this is and will remain property of the Provider.

3. The Parties agree that the confidentiality obligations set forth in this MOU survive the termination or expiration of the MOU.

4. Provider understands that it may be held liable under the law for the unauthorized disclosure or dissemination of the Confidential Information.

5. Agency understands that it may be held liable under the law for the unauthorized disclosure or dissemination of the Protected Health Information.

## **V. INDEPENDENT CONTRACTOR**

A. Contractor enters into the Agreement as, and will remain throughout the term of this Agreement, an independent contractor as the term is defined in Ohio Administrative Code 145-1-42(A)(2). Contractor agrees that neither Contractor nor any of its employees or subcontractors are and will not become employees, partners, agents, or principals of the Board as a result of this Agreement or while this Agreement is in effect and will not appear on the public payroll of the Board. Neither Contractor nor any of its employees or subcontractors are entitled to and shall not receive the rights or benefits afforded to Board employees, including without limitation, disability, medical insurance, sick leave, vacation leave or any other employment benefit. Contractor is not entitled to and shall not receive unemployment insurance or worker's compensation paid by the Board. Contractor is responsible for providing, at Contractor's own expense, disability, unemployment, worker's compensation, health/hospitalization insurance and other insurance, training, permits and licenses for contractor and for Contractor's employees and subcontractors, if any.

B. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by the Board to Contractor for services under this Agreement. Contractor shall provide to the Board its taxpayer identification number which the Board will use in reporting payments made under this Agreement to the appropriate taxing authorities. The Board will provide to the Contractor an appropriate Internal Revenue Service "Form 1099" which will report all compensation paid by Board to Contractor for services rendered pursuant to this Agreement. Contractor agrees to indemnify Board for any claims, costs, losses, fees, penalties, interest, or damages suffered by Board resulting from Contractor's failure to comply with this provision.

C. Contractor may, at Contractor's expense, use any employees or subcontractors as Contractor deems necessary to perform the services required of Contractor by this Agreement. Contractor shall indemnify, defend, and hold harmless the Board from and against any and all claims, actions, causes of action, costs, liabilities and judgments which were brought by Contractor's employees and/or subcontractors due to work performed by the same under this Agreement. The Board shall not control, direct or supervise Contractor's employees or subcontractors in performance of those services.

## **VI. COMPENSATION**

A. Agency shall pay Provider no more than \$62.70 per hour which includes applicable administrative fees for the Work performed up to 40 hours per week; any time over this must be preapproved by the Agency. This payable work time shall not include any Medicaid billable time. The Peer Support Specialist(s) subject to this agreement shall be minimally reimbursed at a rate of \$18.03 per hour, plus health insurance and a retirement plan such as a 401K account. Total amount of compensation each State Fiscal Year cannot exceed the amount approved for relevant

expenses in the yearly contract between the Agency and the Public Children Services Association of Ohio for implementation of the Ohio Start Program in Warren County.

B. The total amount due per month shall include the agreed upon rate multiplied by the number of non-Medicaid billable hours worked by the Peer Support Specialist(s) along with mileage driven to support the provision of intensive case management services to START families.

C. Peer Support Specialist(s) shall be reimbursed for mileage traveled at the rate approved by the Ohio START Program which shall not exceed the current maximum state reimbursement rate.

D. Provider shall submit an invoice for the work performed on the Ohio START Invoice-Warren County, Attachment F, or another preapproved Provider invoice. Each invoice shall contain an itemization of the work performed, including dates the work was performed, and total hours worked. After receipt and approval by Agency of a proper invoice, as determined by Agency, payment to Provider will be made within 45 days. Unless otherwise specified, invoices should be emailed to Agency Business Manager and Agency Assistant Business Manager at: Jennifer Carman [Jennifer.carman@ifs.ohio.gov](mailto:Jennifer.carman@ifs.ohio.gov) and Ellie Hamilton [Elnora.Hamilton@ifs.ohio.gov](mailto:Elnora.Hamilton@ifs.ohio.gov).

## VII. INSURANCE/INDEMINIFICATION

A. Contractor shall maintain general liability insurance covering the services rendered in this Agreement. The amount of insurance maintained shall be determined by Contractor based upon what the Contractor believes to be an appropriate level of general liability insurance. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million) per claim or two million dollars (\$2 million) in aggregate. Contractor shall maintain auto liability insurance for owned/non-owned or hired vehicles if any driving is part of the contract. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million) per occurrence. Contractor shall maintain professional/malpractice or errors & omissions insurance for licensed professionals. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million). Contractor shall maintain sexual abuse or molestation insurance. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million). The Contractor will name the Warren County Board of County Commissioners as a primary additional insured on its liability insurance.

B. The contractor shall indemnify, defend and hold harmless the County, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may incur as a result of personal injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the contractor, any subcontractor, any person directly or indirectly employed by any of them, or any person for whose acts or omissions any of them may be liable. This indemnification does not, however, extend to any act of negligence or omission by the Board and their respective employees, representatives and agents. The Contractor agrees to pay all expenses which the Board may incur in the investigation and/or defense of any such claims which payment shall include reasonable attorney fees and court costs.

C. Contractor will provide to Board current copies of insurance certificates verifying compliance with the provisions of paragraph 5.01 above as well as compliance with worker's compensation obligations.

**VIII. TIME OF PERFORMANCE**

A. This MOU is effective as of the last date signed below and shall be effective for a period of one year. Thereafter, this MOU shall automatically renew for successive years unless terminated as set forth herein.

B. Upon the expiration of this MOU, all transferring of information provided for herein will cease, and the responsibilities of the Parties regarding use, storage and destruction of the information will survive the expiration of this MOU and continue in full force and effect.

**IX. GOVERNING LAW**

This MOU is made pursuant to and shall be construed and interpreted in accordance with the laws of the state of Ohio.

**X. SUSPENSION AND TERMINATION**

A. This MOU may be terminated by either party, without cause, by providing thirty (30) days written notice to the other Party.

B. If this MOU is breached, the non-breaching party may suspend or terminate this MOU immediately upon written notice to the breaching party. If the breach is of a nature that can be cured, the non-breaching party may provide the breaching party with written notice of the breach and provide ten (10) days for the breaching party to cure its nonperformance or violation.

C. Upon termination of this MOU, for any reason, all transferring of information provided for herein will cease as of the effective date of the termination, and the responsibilities of the Parties regarding use, storage and destruction of the information will survive the termination of this MOU and continue in full force and effect.

D. The MOU may be terminated upon notification to the Agency that monies from the State of Ohio are no longer available for the Ohio Start Program.

**XI. LIMITATION OF RESPONSIBILITY**

The Contractor shall pay and discharge all claims for all materials, labor, appliances and tools furnished to it for said work and shall protect the Board and save it harmless from any liens therefore by subcontractors or otherwise

**XII. NON-DISCRIMINATION**

The Contractor agrees that neither it, nor any subcontractor or other person acting on its behalf shall, in the hiring of employees, agents, and/or subcontractors for the performance of work under this Agreement, discriminate against any person in the employment of labor or workers by reason of creed, color, sex, age, religion, handicap, familial status, military status and/or national origin.

**XIII. ASSIGNMENT AND WAIVER**

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

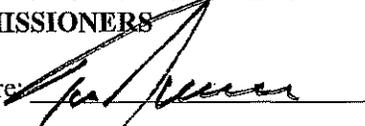
B. A waiver of any provision of this MOU is not effective unless it is in writing and signed by the party against which the waiver is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this MOU will not constitute or be deemed a waiver of that party's right to thereafter enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

**XIV. ENTIRE AGREEMENT/MODIFICATION**

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

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the day and year last written below.

**WARREN COUNTY BOARD OF COMMISSIONERS**

Signature:   
Printed Name: *Tom Grossmann*  
Title: *President*  
Date: *1-4-22*

**THRIVE BEHAVIORAL HEALTH CENTER**

Signature:   
Printed Name: Brian Bailys  
Title: CEO  
Date: *12/9/2021*

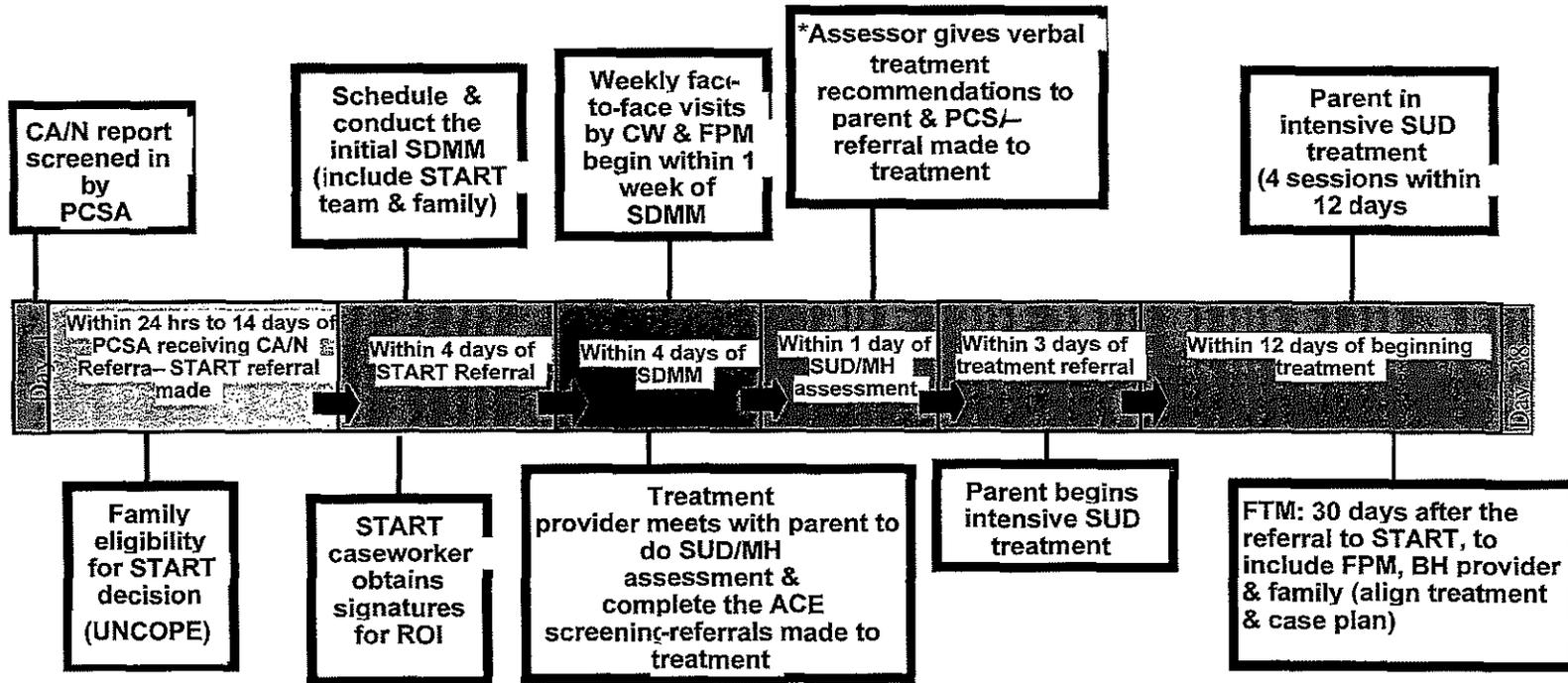
**APPROVED AS TO FORM**

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

ATTACHMENT A

# Ohio START Timeline

Initiation of a START Case– 38 Days



Note: All days listed are calendar days

\*Written treatment recommendations given to PCSA within 5 days

Child Trauma Screening (CTAC) & referral for further assessment completed within 30 days of START referral.

# ATTACHMENT B

## SCOPE OF WORK

The Warren County Children Services START Caseworker will work jointly with the Peer Support Specialist to deliver intensive wrap-around services to a child and his or her family.

### **I. Investigation / Program Eligibility**

A. Cases shall be screened by Warren County Children Services using accepted screening guidelines as provided by the state of Ohio.

B. Each case opened for investigation shall have the UNCOPE tool completed by an agency investigative caseworker during the subsequent safety check.

C. A referral shall be made for the Ohio START program within 14 days of the original intake following the completion of the UNCOPE tool.

### **II. Program Initiation**

A. To initiate the referral to the Ohio START program, the Investigative Caseworker and/or Investigative Supervisor shall provide the UNCOPE to the Ohio START Supervisor within 1 business day of completion. Additional information to be provided shall include:

1. Summary of case investigation
2. Drug screen results
3. Services recommended for the family

B. Within two business days of the referral to the Ohio START program, the START Caseworker and Peer Support Specialist will reach out to the family to explain the program and if the family is interested in participating. If so, the team will meet with them in their residence to sign the Ohio START Partnership Agreement as well as the Release of Information.

C. Within four business days of the family signing on to the Ohio START program a “shared-decision making” meeting (SDMM) will be held between the identified family and the Warren County START team. This team shall include at a minimum the Peer Support Specialist assigned to the family, the assigned START Caseworker, the START supervisor, an agency facilitator, and the family. The team may also include an identified support person for the family and a representative from the Mental Health/Recovery service provider agency.

1. The purpose of the SDMM shall be to further explain the Ohio START program as well as each team member’s role to the family. This meeting shall also be used to complete a safety or prevention plan for the safe care of the children, develop the case plan and to schedule the behavioral health assessments.

D. The first family home visit completed by the assigned Case Worker after the SDMM will include completion of the Adverse Childhood Experiences (ACE) and Child Trauma Assessment Center (CTAC) Trauma Screenings.

E. Referral for the parent(s) for further assessment should be made and assessment began within 4 days of the SDMM.

### **III. Weekly Face-to-Face Home Visits**

- A. Families will receive intensive case management services with the Caseworker/Peer Support Specialist dyad. The family will have weekly face-to-face visits from each for the first 60 days of the case.
- B. First home visit must be within one week of the initial shared decision-making meeting.
- C. For weekly face-to-face home visits, visits will occur by the Caseworker and Peer Support Specialist. The Caseworker and Peer Support Specialist may individually or jointly schedule these weekly visits depending on the type and scope of the visit.
- D. For purposes of fidelity to Ohio START: Minimum of first visit must be caseworker and Peer Support Specialist together;
  - 1. It is recommended that the caseworker and Peer Support Specialist continue to visit together, as needed, to establish roles and relationships;
  - 2. Caseworker and Peer Support Specialist will both be expected to make weekly visits either together or separate;
  - 3. Caseworkers and Peer Support Specialist will work together in terms of scheduling visits; and
  - 4. Caseworkers and Peer Support Specialist use a team approach with the family, whether visits are made together or separately.

### **IV. Bi-weekly Face to Face Visits**

- A. After 60 days, the Caseworker will have a minimum of twice per month (biweekly) face-to-face contact with parent(s).
- B. After 90 days, the Peer Support Specialist will have a minimum of twice per month (biweekly) face-to-face contact with parent(s).

### **V. Treatment Provider**

- A. Referral for the parent(s) for further assessment, should be made and assessment began within 4 days of the SDMM.
- B. The Behavioral Health Provider (BHP) will complete a comprehensive Substance Use Disorder and/or Mental Health (SUD/MH) Assessment with the parent(s).
- C. Peer Support Specialist may accompany and assist the parent(s) with transportation to the initial behavioral health assessment.
- D. The BHP will give verbal treatment recommendations to the parent(s) and the Caseworker within 1 day of assessment and written treatment recommendations provided to the Caseworker within 5 days of assessment.
- E. Recommendations are based on American Society of Addiction Medicine (ASAM) Patient Placement Criteria and include treatment as needed for SUDs, MH, and trauma. The parent(s) will be referred for treatment within 1 day of the SUD/MH assessment.
- F. Within 3 days of the SUD/MH assessment, the parent(s) begin intensive treatment at an appropriate level of care. Intensive in START is defined as at least two sessions per week for the first two weeks, which is

inherent in treatment level 2.0 or higher. For level 1.0 or less, treatment intensity may decline after the first two weeks if the need for continued or increased intensity is not noted.

G. Quick access to SUD treatment is priority, but parents with co-occurring mental health/trauma issues should receive timely concurrent treatment.

H. The parent(s) should receive 4 treatment sessions within the first 12 days of treatment. The Peer Support Specialist should transport the parent(s) to the first 4 treatment sessions to help with treatment engagement. If the parent(s) does not want to be or cannot be transported by the Peer Support Specialist, the Peer Support Specialist should accompany the parent(s) to the treatment session or meet the parent(s) at the treatment facility to do a warm handoff and support the parent(s) as they begin treatment.

#### **VI. FTM: 30 days after the referral to Ohio START.**

A. Family Team Meetings (FTM) should include, Child Welfare Caseworker and Supervisor when possible, a neutral Facilitator, Peer Support Specialist, BHP's, and the family. FTMs will be held at critical points within the case plan to align treatment and case plan such as:

1. Within 30 days after the referral to Ohio START
2. 3, 6, and 9 months into the case
3. Child safety concern/possible removal
4. At relapse or when crises occur
5. When treatment recommendations change prior to reunification
6. Within 30 days prior to case closure

#### **VII. Exit from Program**

A. A family can be unsuccessfully exited from the program should any of the following occur:

1. 3 consecutive unexcused missed appointments with the Peer Support Specialist or Caseworker within 6 months
2. Demonstrated non-compliance with:
  - a. Random drug screens
  - b. Family Team Meetings (FTM)
  - c. Case planned programs or services
3. As determined by the team

B. If a family is exited from the program a new Children Services Caseworker shall be assigned to the family within 1 day of the exit date.

#### **VIII. Graduation**

A. A family shall be considered to have successfully completed the program or graduated when the following conditions have been met:

1. Completion of the case plan
2. Demonstrated sobriety as documented through:
  - a. Compliance with programs
  - b. Negative drug screens for a minimum of six months
  - c. Improved protective capacities
  - d. As determined by the team

**IX. Ohio START Team**

**A. Supervision Team shall include:**

1. Ohio START Supervisor
2. Peer Support Specialist Supervisor
3. Ohio START Agency Investigative Supervisors
4. AD HOC members as required

**B. Peer Support Specialist**

1. Responsibilities

- a. Written weekly reports
  - i. Contact notes are to be submitted to Peer Support Specialist Supervisor on a weekly basis for approval
  - ii. Approved contact notes are to be submitted to Ohio START Caseworker within 3 business days of receipt
- b. Timely reporting of child safety issues to their supervisor and the agency START Caseworker
- c. Timely reporting of family issues that affect treatment and/or recovery
- d. Submit written updates biweekly; these should be submitted according the children service agency scanning procedures
- e. Monthly direct line and team meetings
- f. Attendance at Family Team Meetings
- g. Advocating and assisting with timely service provision
- h. Weekly home visits for the duration of the family's participation in the program
- i. Deliver services as appropriate and as a part of the ongoing recovery process

**C. Child Welfare Agency**

1. Responsibilities

- a. UNCOPE Assessment- Intake
- b. ACE/CTAC Assessments- Ohio-START Caseworker
- c. Case management
- d. Timely reporting of drug screen results to BHP and START Supervisors
- e. Timely reporting of family issues to BHP and START Supervisors
- f. Coordination of Family Team Meetings and attendance
- g. Development of Case Plan/Family Service Plan and monitoring of Case Review and Semi-Annual Reviews
- h. Weekly home visits for the first 60 days
- i. No less than biweekly home visits for the duration of the family's participation in the program
- j. Additional visits may be required and shall be decided upon by the Ohio START Team

**D. Substance Use Provider**

1. Responsibilities

- a. Timely reporting of missed behavioral health and substance abuse treatment appointments and meetings
- b. Timely reporting of child safety issues to the Ohio START Caseworker
- c. Timely reporting of family issues that affect treatment and/or recovery
- d. Written weekly reports of treatment progress and attendance on the designated "Weekly Reporting Form"

- e. Assistance with coordination of services consistent with the Ohio START Program fidelity timelines as listed in **IV and V** above.
- f. Continue to deliver services as appropriate and as a part of the ongoing recovery process after graduation from the Ohio START Program.
- g. Regular and consistent drug screens throughout the duration of treatment.

E. Trauma Recovery Provider

- 1. Responsibilities
  - a. Initial assessment scheduled within 5 days of referral to provider
  - b. Share treatment recommendations with client and/or caregiver and START Caseworker upon completion of initial assessment
  - c. Timely reporting of missed sessions or scheduled meetings
  - d. Timely reporting of child safety issues to the Ohio START Caseworker
  - e. Written weekly reports of treatment progress and attendance on the designated “Weekly Reporting Form”
  - f. Assistance with coordination of services consistent with the Ohio START Program fidelity timelines as listed in **IV and V** above.
  - g. Continue to deliver services as appropriate and as a part of the ongoing recovery process after graduation from the Ohio START Program.

F. Other Family Team Members

- 1. Designated on a case by case basis and may include
  - a. Support person designated by the family
  - b. GAL (Guardian Ad Litem)
  - c. CASA (Court Appointed Special Advocate)
  - d. Supervision team member of Behavioral Health Provider
  - e. Supervision team member of the Ohio Department of Job and Family Services or the Public Children Services Association of Ohio as agreed upon with the family
- 2. Responsibilities
  - a. Attend meetings
  - b. Present ideas and provide input in the decision-making process
  - c. Follow up on any agreed-upon tasks to support the family

## Attachment C



### Weekly Reporting Form

<b>Name</b>		<b>Client #</b>	
<b>Date</b>		<b>DOB</b>	
<b>To</b>		<b>Assessment Date</b>	
<b>From</b>		<b>Diagnosis</b>	

<b>Treatment Level of Care</b>	
<b>Medications</b>	
<b>Group Progress and Attendance</b>	
<b>Individual Progress and Attendance</b>	
<b>Drug Screen Dates and Results</b>	
<b>Pending Appointments</b>	
<b>Additional Information</b>	

# Attachment D

## Current Laws and Regulations Governing the Protection and Access of Child Welfare Data

### Federal Laws and Regulations:

**42 USC §671(a)(8):** Requires that all state plans involving foster care and adoption assistance provide safeguards which restrict the use or disclosure of information concerning the programs under Title IV-B.

**42 USC §671(a)(20)(B)(iii):** Requires that all state plans have in place safeguards to prevent the unauthorized disclosure of information in any child abuse and neglect registry maintained by the State, and to prevent any such information obtained pursuant to this subparagraph from being used for a purpose other than conducting background checks in foster or adoptive placement cases.

**42 USC §674:** Describes federal payments to states for foster care and adoption assistance, and permits/requires imposition of sanctions against states for violations of 42 USC 670, et seq.

**42 USC §5106a(b)(2)(A)(viii):** Federal grants for child protective services require a state plan to be coordinated with a state plan under Title IV-B of the Social Security Act, including an assurance (among other assurances) that the state has developed methods to preserve the confidentiality of all records in order to protect the rights of the child and of the child's parents or guardians. The methods to preserve the confidentiality can include that reports and records made and maintained pursuant to the purposes of this Act only be made available to individuals who are the subject of the report; federal, state, or local government entities, or any agency of such entities having a need for such information in order to carry out its responsibilities under law to protect children from abuse and neglect; child abuse citizen review panels; a grand jury or court upon a finding that information in the record is necessary for the determination of an issue before the court or grant jury; and other entities or classes of individuals statutorily authorized by the state to receive such information pursuant to a legitimate state purpose.

**42 USC §5106a(b)(2)(A)(x):** The state plan required by 42 USC 5106(b)(2)(A) also must include provisions which allow for public disclosure of the findings or information about the case of child abuse or neglect which has resulted in a child fatality or near fatality.

**42 USC §5106a(c)(4)(B)(i):** Members and staff of a state-established citizen review panel related to child abuse and neglect, child fatalities or foster care shall not disclose to any person or government official any identifying information about any child protective case with respect to which the panel is provided information and shall not make public other information unless authorized by state statute.

**42 USC §5106a(c)(5)(A):** Requires that each state that establishes a citizen review panel provide the panel access to information on cases that the panel desires to review if such information is necessary for the panel to carry out its functions.

**42 USC §5106a(c)(6):** Requires that each citizen review panel prepare and make available to the public, on an annual basis, a report containing a summary of the activities of the panel.

**45 CFR §205.50:** The restrictions set out in this regulation were the same ones that restricted the release of Aid for Dependent Children applicant, recipient, and former recipient information. This regulation requires that the State plan for financial assistance under Title IV-A restrict the use and disclosure of information concerning applicants and recipients, to purposes directly connected with: (1) the administration of the plan or program; (2) investigations, prosecutions, or criminal or civil proceedings conducted in connection with the administration of any such plans or programs; (3) the administration of any other federal or federally assisted program which provides assistance, in cash or in kind, or services, directly to individuals on the basis of need; (4) information to the Employment Security Agency as required by law; (5) audits conducted in connection with the administration of any such plan or program, by a government entity authorized by law to conduct such audits; (6) administration of a state unemployment compensation program; and (7) reporting to the appropriate agency or official information on known or suspected child abuse, or negligent treatment or maltreatment of a child receiving aid under circumstances which indicate that the child's health or welfare is threatened. The regulation also requires states to impose sanctions for unauthorized use or disclosure.

Information to be safeguarded includes at least: (1) names and addresses of applicants and recipients; (2) information related to a person's economic and social conditions; (3) evaluation of information concerning a particular individual; and (4) medical data. Release or use of information concerning applicants or recipients is restricted to those persons who are subject to standards of confidentiality comparable to those of the agency administering the financial assistance program. Generally, notice and consent of an individual is required to release information to an outside source. Courts must also be informed of statutory provisions, rules, and policies against disclosure when a recipient or applicant information is subpoenaed. This provision also applies to IV-E information.

**45 CFR §1340.14(i):** This regulation requires that the State provide by statute that records concerning reports of child abuse and neglect be confidential and that their disclosure be a criminal offense (see RC §§ 2151.141, 2151.421 and §2151.99). This regulation specifies certain circumstances where release of the records would be acceptable but only if the state authorizes it through statute. This regulation permits Ohio to be more restrictive with abuse/neglect information than what is set out in the regulation itself.

**45 CFR §1355.21:** Requires that each state plan for Titles IV-E and IV-B of the Social Security Act provide for safeguards on the use and disclosure of information which meet the requirements contained in 42 USC 671(a)(8), as well as the provisions in 45 CFR §1355.30.

**45 CFR §1355.30(p)(3):** Requires that safeguarding of IV-E (adoption) and IV-B (child welfare) information adhere to restrictions set out in 45 CFR §205.50 (see below).

**45 CFR §1355.40:** Sets forth conditions for receipt of SACWIS funds, and requires states to collect and report foster care and adoption data to the HHS Administration for Children & Families (ACF).

#### **State Laws:**

**OAC 5101:2-33-70** allows access to PCSAs, (K) Private child placing agencies (PCPAs) and private non-custodial agencies (PNAs), (L) IV-E Juvenile Courts, (M) Prosecutors representing PCSAs, (N) Wendy's Wonderful Kids recruiters and (O) PCSA interns.

(P) No direct access to SACWIS or any other state of Ohio database shall be requested by or on behalf of, nor approved for or granted to, any researcher conducting research under paragraph (Q) of rule 5101:2-33-21 of the Administrative Code.

# Attachment E

## Ohio START Program Release Form



### Ohio START Authorization to Release Confidential Information

Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Child(ren)'s Names and Date(s) of Birth: \_\_\_\_\_  
\_\_\_\_\_

I \_\_\_\_\_ hereby authorize \_\_\_\_\_  
(name of client) (name of treatment provider)

to disclose the following information (please initial next to all that apply):

- \_\_\_\_\_ (1) My name, my child(ren)'s name(s) and personal identifying information about me/my child(ren)
- \_\_\_\_\_ (2) Information regarding my status/my child(ren)'s status as a patient in alcohol and/or drug treatment
- \_\_\_\_\_ (3) Parenting evaluations
- \_\_\_\_\_ (4) Treatment and subsequent evaluations of my service needs by the Ohio START program
- \_\_\_\_\_ (5) Initial and subsequent evaluations of my service needs by the Ohio START program
- \_\_\_\_\_ (6) Any and all information related to any alcohol and drug treatment program(s) that have provided me services
- \_\_\_\_\_ (7) Drug screen results
- \_\_\_\_\_ (8) Summaries of alcohol, drug and/or mental health screening and assessment results and history
- \_\_\_\_\_ (9) Summaries of alcohol, drug and/or mental health treatment/service plan(s), progress, and compliance
- \_\_\_\_\_ (10) Date of discharge from alcohol, drug, and/or mental health treatment/services and discharge status
- \_\_\_\_\_ (11) Home Study Records
- \_\_\_\_\_ (12) Other: \_\_\_\_\_

I authorize the disclosure of the above information to the following people (please initial next to all that apply):

- \_\_\_\_\_ (1) The Ohio START Case Team (including but not limited to):
  - a. PCSA assigned caseworker, 416 S. East Street Lebanon, OH 45036
  - b. PCSA supervisor, 416 S. East Street Lebanon, OH 45036
  - c. Juvenile court official, 900 Memorial Drive Lebanon, OH 45036
  - d. Peer Support Specialist, Thrive Behavioral Health, placed at 416 S. East Street Lebanon, OH 45036
  - e. Peer Support Specialist Supervisor, Thrive Behavioral Health, 29201 Aurora Rd #400 Solon, OH 44139 US
  - f. Treatment Provider of Choice: \_\_\_\_\_
  - g. Guardian Ad Litem or Court Appointed Special Advocate, Warren County Juvenile Court, 900 Memorial Drive Lebanon, OH 45036
- \_\_\_\_\_ (2) Other \_\_\_\_\_

I further authorize Warren County Children Services to disclose the following information (please initial next to all that apply):

- \_\_\_\_\_ (1) My name, my child(ren)'s name(s) and personal identifying information about me/my child(ren)
- \_\_\_\_\_ (2) Parenting evaluations
- \_\_\_\_\_ (3) Treatment and subsequent evaluations of my service needs by the Ohio START program
- \_\_\_\_\_ (4) Initial and subsequent evaluations of my service needs by the Ohio START program
- \_\_\_\_\_ (5) Drug screen results
- \_\_\_\_\_ (6) Home Study Records

\_\_\_\_ (7) Other: \_\_\_\_\_

(Continued on back side)

I authorize the disclosure of the above information to the following people (please initial next all that apply):

\_\_\_\_ (1) The Ohio START Case Team (including but not limited to):

- h. PCSA assigned caseworker, 416 S. East Street Lebanon, OH 45036
- i. PCSA supervisor, 416 S. East Street Lebanon, OH 45036
- j. Juvenile court official, 900 Memorial Drive Lebanon, OH 45036
- k. Peer Support Specialist, Thrive Behavioral Health, placed at 416 S. East Street Lebanon, OH 45036
- l. Peer Support Specialist Supervisor, Thrive Behavioral Health, 29201 Aurora Rd #400 Solon, OH 44139 US
- m. Treatment Provider of Choice: \_\_\_\_\_
- n. Guardian Ad Litem or Court Appointed Special Advocate, Warren County Juvenile Court, 900 Memorial Drive Lebanon, OH 45036

\_\_\_\_ (2) Other \_\_\_\_\_

The above listed members of the Ohio START program will use this authorization for disclosure and re-disclosure to administer wrap-around services and intensive case management related to the Ohio START Program and to facilitate a cooperative approach through the exchange of disclosed information among the members of the Ohio START program.

This authorization will expire (please select one):

- 365 days after it is signed
- Less than 365 days (please give a specific date or event) \_\_\_\_\_

I understand that I may revoke this consent at any time with written notice or other practice in accordance with Provider's Notice of Privacy Practices, except to the extent that the Ohio START Program acted in reliance on it. 45 CFR 164.508(b)(5)(i).

I understand that the members of Ohio START program may not condition treatment, payment, enrollment, or benefits eligibility on an individual granting an authorization, except in limited circumstances. 45 CFR 164.508(4). I understand that information disclosed pursuant to this authorization may be subject to re-disclosure by the recipient(s) to carry out their official duties. 42 CFR 2.35(d).

I understand that pursuant to federal regulations governing the confidentiality of alcohol and drug abuse patient records, 42 CFR, Part 2, and the Health Insurance Portability and Accountability Act, Public Law 104-191, information regarding individually identifiable health information and that of my child(ren), including any alcohol and/or drug treatment records and/or any other information relating to past, present, or future physical or mental health condition, is confidential and cannot be disclosed without my written consent unless otherwise provided for in the regulations. This authorization is not sufficient for the purpose of the release of HIV test results or diagnoses.

My signature below indicates that I have received a signed copy of this authorization. 45 CFR 164.508(c)(4).

Date	Signature of Client or other Responsible Party	Relationship
------	--	--------------

Date	Witness Signature	Witness Print Name
------	-------------------	--------------------

## ATTACHMENT F



### Ohio START INVOICE-Warren County

SERVICE MONTH/YEAR: \_\_\_\_\_

PROVIDER NAME: \_\_\_\_\_

Invoice is due to Warren County Children Services (416 S. East Street Lebanon, OH 45036)  
 Attn: Business Manager for reimbursement by the 5<sup>th</sup> of each month for the previous month activities.

\*Please attach mileage form and payroll timesheet to Ohio START Business Manager for audit purposes.

**Personnel:**

Peer Support Specialist Name	Hours Worked	Hourly Rate	Total
		\$	

**Supervisory/Administrative Costs:**

Associated Charge	Rate	Total

**Mileage:**

Peer Support Specialist Name	Miles	Rate	Total
		\$.52	
		\$.52	

Total amount billable to Ohio START: \_\_\_\_\_

Remit to address: \_\_\_\_\_

Provider Supervisor: \_\_\_\_\_

Date: \_\_\_\_\_

WCCS Business Manager: \_\_\_\_\_

Date: \_\_\_\_\_

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-0015

Adopted Date January 04, 2022

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH TALBERT HOUSE (PROVIDER) ON BEHALF OF THE DEPARTMENT OF WARREN COUNTY CHILDREN SERVICES (AGENCY)

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Memorandum of Understanding with Talbert House on behalf of the Department of Children Services; copy of agreement 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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

jc/

cc: c/a – Talbert House  
Children Services (file)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
WARREN COUNTY CHILDREN SERVICES  
AND  
TALBERT HOUSE**

This Memorandum of Understanding (“MOU”) is entered into by and between Warren County Children Services (hereinafter “Agency”), 416 S. East Street Lebanon, OH 45036 and Talbert House, (hereinafter “Provider”), 759 Columbus Avenue, Lebanon, OH 45036 (collectively referred to herein as the “Parties”).

In furtherance of Parties’ respective missions, the Parties wish to work together and collaborate with each other to plan and implement the Ohio START (Sobriety, Treatment, and Reducing Trauma) program which is an evidence-informed children services-led intervention model that helps public children services agencies (PCSAs) bring together caseworkers, behavioral health providers, and peer support specialist into teams dedicated to helping families struggling with co-occurring child maltreatment and substance use disorder. Specifically, the Parties will work together to implement Ohio START in partnership with the Ohio START Steering Committee.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

**I. PURPOSE**

The purpose of the Ohio START Program is to address childhood trauma caused by parental substance abuse and adult trauma that may have led to drug dependency through a collaborative effort between the Parties to improve outcomes for families involved in the child protection system experiencing a primary diagnosis of Substance Abuse Disorder (SUD) and affected by trauma. The Parties will work collaboratively as Family Teams, which includes a Peer Support Specialist to provide coordinated wrap-around services and intensive case management to achieve the purpose of the Ohio START program.

**II. COLLABORATION**

During the Term of this Agreement, the Parties shall work together to implement the Ohio START Program as set forth in the program’s Timeline and Scope of Work attached hereto respectively to this Agreement as Attachment A and Attachment B. This Agreement may be amended from time-to-time to include an amended Timeline or Scope of Work that shall be signed by the Parties. The Role of the Provider in relation to this Agreement is:  Behavioral Health Provider/Substance Abuse  Behavioral Health Provider/Trauma Treatment for Children  Peer Support Specialist Employer  Behavioral Health Partner/Trauma Treatment for Adults

Other Community Partner. Behavioral Health Partners agree to provide weekly client updates on the designated Weekly Reporting Form, Attachment C.

### III. OVERSIGHT AND EVALUATION

- A. Local implementation oversight and technical assistance will be provided to the Parties by the Public Children Services Association of Ohio (PCSAO) in conjunction with the national home for the START Program; Children and Family Futures (CCF).
- B. Program evaluation data will be collected and analyzed by The Ohio State University along with Ohio University. Parties agree to promptly provide requested program data.

### IV. CONFIDENTIALITY

The Parties understand that while performing the responsibilities of the Ohio START program, Provider may have access to certain child welfare and other information from Agency which is confidential under state and federal law ("Confidential Information"). Current Laws and Regulations Governing the Protection and Access of Child Welfare Data can be found in Attachment D. Likewise, the Parties understand that while performing the responsibilities of the Ohio START program, Agency may have access to certain healthcare, drug treatment, and other information from Provider which is considered Protected Health Information ("PHI"). For performing the Parties' responsibilities under the Ohio START program, the Parties may have access to Confidential Information and/or PHI. This MOU establishes a process between the Parties to properly and confidentially transmit and share Confidential Information and PHI between themselves and to set forth the terms and conditions governing the information-sharing process. The Confidential Information and PHI will be transferred via an agreed upon method of transmission to include; in person meetings, telephone conversations, and written correspondence sent through the US Postal Services, secure fax, or secure email.

- A. Parties agree to do the following:
  - 1. Transfer Confidential Information and Protected Health Information in a secure manner as mutually agreed upon by the Parties, for example through an encrypted file sharing service.
  - 2. Participate in ongoing consultation between the Parties to ensure the Confidential Information and Protected Health Information is stored securely.
  - 3. Use appropriate safeguards in storing Confidential Information received from the Agency.
    - a. **Provider** must ensure the access and protection of the Confidential Information is in compliance with all state and federal laws that govern the protection of child welfare data, including, but not limited to those set forth in Attachment C attached hereto, as may be amended or supplemented from time to time. **Provider** shall:
      - i. Protect the confidentiality of the Confidential Information in the same manner it protects the confidentiality of its own similar confidential information, but in no event using less than a reasonable standard of care.

- ii. Restrict access to the Confidential Information to personnel engaged in a use permitted by this MOU, provided that such personnel are bound by obligations of confidentiality similar to the terms of this MOU.
- iii. Return and/or destroy any Confidential Information transferred to Provider by Agency upon the termination or expiration of this MOU.
- iv. Notify the agency of any personnel issues regarding any contracted position or other Provider staff that could negatively impact the Agency or the provision of services to families involved in the Ohio START Program.

b. **Agency** shall use appropriate safeguards in storing Protected Health Information received from the Provider. While Agency is not a Business Associate of Provider pursuant to the Health Information Portability and Accountability Act ("HIPAA"), Agency should undertake efforts to store information in compliance with Subpart C of 45 CFR Part 164, which includes:

- i. Ensuring confidentiality, integrity, and availability of Protected Health Information stored both in physical and electronic form.
- ii. Protect against any reasonably anticipated threats to the security of the Protected Health Information.
- iii. Protect against any impermissible disclosures of the Protected Health Information.
- iv. Limit access to Protected Health Information to authorized employees of Agency and ensure Protected Health Information is utilized only according to the Purpose and executed release.
- v. Track who has accessed Protected Health Information.
- vi. Report to Provider any use or disclosure of Protected Health Information not permitted in the Purpose or executed release.
- vii. Protect Protected Health Information from improper alteration or destruction; and
- viii. Ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Agency agree to the same restrictions, conditions, and requirements.

- 4. Refer requests for Confidential Information or Protected Health Information to each respective Party.
- 5. Immediately notify the Parties of any known or suspected unauthorized disclosure of Confidential Information and/or Protected Health Information.
- 6. During performance of this Agreement and for a period of six (6) years after its completion, Provider shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to Agency as Agency may reasonably require.
- 7. Obtain an executed START release, in the form attached hereto as Attachment E, from the clients who are eligible and selected to participate in the Ohio START program and store the executed releases in a secure manner.

**B. Parties' Agreements regarding Ownership of confidential information and liability**

1. The Parties agree that the Confidential Information provided under this MOU is and will remain the property of the Agency.
2. The Parties agree that the Protected Health Information provided under this MOU is and will remain property of the Provider.
3. The Parties agree that the confidentiality obligations set forth in this MOU survive the termination or expiration of the MOU.
4. Provider understands that it may be held liable under the law for the unauthorized disclosure or dissemination of the Confidential Information.
5. Agency understands that it may be held liable under the law for the unauthorized disclosure or dissemination of the Protected Health Information.

**V. INDEPENDENT CONTRACTOR**

A. Contractor enters into the Agreement as, and will remain throughout the term of this Agreement, an independent contractor as the term is defined in Ohio Administrative Code 145-1-42(A)(2). Contractor agrees that neither Contractor nor any of its employees or subcontractors are and will not become employees, partners, agents, or principals of the Board as a result of this Agreement or while this Agreement is in effect and will not appear on the public payroll of the Board. Neither Contractor nor any of its employees or subcontractors are entitled to and shall not receive the rights or benefits afforded to Board employees, including without limitation, disability, medical insurance, sick leave, vacation leave or any other employment benefit. Contractor is not entitled to and shall not receive unemployment insurance or worker's compensation paid by the Board. Contractor is responsible for providing, at Contractor's own expense, disability, unemployment, worker's compensation, health/hospitalization insurance and other insurance, training, permits and licenses for contractor and for Contractor's employees and subcontractors, if any.

B. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by the Board to Contractor for services under this Agreement. Contractor shall provide to the Board its taxpayer identification number which the Board will use in reporting payments made under this Agreement to the appropriate taxing authorities. The Board will provide to the Contractor an appropriate Internal Revenue Service "Form 1099" which will report all compensation paid by Board to Contractor for services rendered pursuant to this Agreement. Contractor agrees to indemnify Board for any claims, costs, losses, fees, penalties, interest, or damages suffered by Board resulting from Contractor's failure to comply with this provision.

C. Contractor may, at Contractor's expense, use any employees or subcontractors as Contractor deems necessary to perform the services required of Contractor by this Agreement. Contractor shall indemnify, defend, and hold harmless the Board from and against any and all claims, actions, causes of action, costs, liabilities and judgments which were brought by Contractor's employees and/or subcontractors due to work performed by the same under this Agreement. The Board shall not control, direct or supervise Contractor's employees or subcontractors in performance of those services.

**VI. COMPENSATION**

N/A

## **VII. INSURANCE/INDEMINIFICATION**

A. Contractor shall maintain general liability insurance covering the services rendered in this Agreement. The amount of insurance maintained shall be determined by Contractor based upon what the Contractor believes to be an appropriate level of general liability insurance. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million) per claim or two million dollars (\$2 million) in aggregate. Contractor shall maintain auto liability insurance for owned/non-owned or hired vehicles if any driving is part of the contract. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million) per occurrence. Contractor shall maintain professional/malpractice or errors & omissions insurance for licensed professionals. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million). Contractor shall maintain sexual abuse or molestation insurance. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million). The Contractor will name the Warren County Board of County Commissioners as a primary additional insured on its liability insurance.

B. The contractor shall indemnify, defend and hold harmless the County, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may incur as a result of personal injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the contractor, any subcontractor, any person directly or indirectly employed by any of them, or any person for whose acts or omissions any of them may be liable. This indemnification does not, however, extend to any act of negligence or omission by the Board and their respective employees, representatives and agents. The Contractor agrees to pay all expenses which the Board may incur in the investigation and/or defense of any such claims which payment shall include reasonable attorney fees and court costs.

C. Contractor will provide to Board current copies of insurance certificates verifying compliance with the provisions of paragraph 5.01 above as well as compliance with worker's compensation obligations.

## **VIII. TIME OF PERFORMANCE**

A. This MOU is effective as of the last date signed below and shall be effective for a period of one year. Thereafter, this MOU shall automatically renew for successive years unless terminated as set forth herein.

B. Upon the expiration of this MOU, all transferring of information provided for herein will cease, and the responsibilities of the Parties regarding use, storage and destruction of the information will survive the expiration of this MOU and continue in full force and effect.

## **IX. GOVERNING LAW**

This MOU is made pursuant to and shall be construed and interpreted in accordance with the laws of the state of Ohio.

## **X. SUSPENSION AND TERMINATION**

A. This MOU may be terminated by either party, without cause, by providing thirty (30) days written notice to the other Party.

B. If this MOU is breached, the non-breaching party may suspend or terminate this MOU immediately upon written notice to the breaching party. If the breach is of a nature that can be cured, the non-breaching party may provide the breaching party with written notice of the breach and provide ten (10) days for the breaching party to cure its nonperformance or violation.

C. Upon termination of this MOU, for any reason, all transferring of information provided for herein will cease as of the effective date of the termination, and the responsibilities of the Parties regarding use, storage and destruction of the information will survive the termination of this MOU and continue in full force and effect.

D. The MOU may be terminated upon notification to the Agency that monies from the State of Ohio are no longer available for the Ohio Start Program.

#### **XI. LIMITATION OF RESPONSIBILITY**

The Contractor shall pay and discharge all claims for all materials, labor, appliances and tools furnished to it for said work and shall protect the Board and save it harmless from any liens therefore by subcontractors or otherwise

#### **XII. NON-DISCRIMINATION**

The Contractor agrees that neither it, nor any subcontractor or other person acting on its behalf shall, in the hiring of employees, agents, and/or subcontractors for the performance of work under this Agreement, discriminate against any person in the employment of labor or workers by reason of creed, color, sex, age, religion, handicap, familial status, military status and/or national origin.

#### **XIII. ASSIGNMENT AND WAIVER**

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

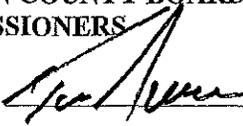
B. A waiver of any provision of this MOU is not effective unless it is in writing and signed by the party against which the waiver is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this MOU will not constitute or be deemed a waiver of that party's right to thereafter enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

#### **XIV. ENTIRE AGREEMENT/MODIFICATION**

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

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the day and year last written below.

**WARREN COUNTY BOARD OF  
COMMISSIONERS**

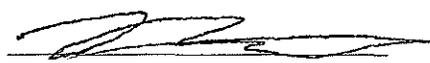
Signature: 

Printed Name: Tom Grossmann

Title: President

Date: 1-4-22

**TALBERT HOUSE**

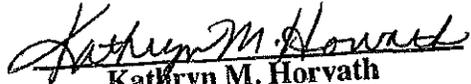
Signature: 

Printed Name: Brad McMonigle

Title: Chief Clinical Officer

Date: 11-15-21

**APPROVED AS TO FORM**

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

# ATTACHMENT B

## SCOPE OF WORK

The Warren County Children Services START Caseworker will work jointly with the Peer Support Specialist to deliver intensive wrap-around services to a child and his or her family.

### **I. Investigation / Program Eligibility**

- A. Cases shall be screened by Warren County Children Services using accepted screening guidelines as provided by the state of Ohio.
- B. Each case opened for investigation shall have the UNCOPE tool completed by an agency investigative caseworker during the subsequent safety check.
- C. A referral shall be made for the Ohio START program within 14 days of the original intake following the completion of the UNCOPE tool.

### **II. Program Initiation**

- A. To initiate the referral to the Ohio START program, the Investigative Caseworker and/or Investigative Supervisor shall provide the UNCOPE to the Ohio START Supervisor within 1 business day of completion. Additional information to be provided shall include:
  - 1. Summary of case investigation
  - 2. Drug screen results
  - 3. Services recommended for the family
- B. Within two business days of the referral to the Ohio START program, the START Caseworker and Peer Support Specialist will reach out to the family to explain the program and if the family is interested in participating. If so, the team will meet with them in their residence to sign the Ohio START Partnership Agreement as well as the Release of Information.
- C. Within four business days of the family signing on to the Ohio START program a “shared-decision making” meeting (SDMM) will be held between the identified family and the Warren County START team. This team shall include at a minimum the Peer Support Specialist assigned to the family, the assigned START Caseworker, the START supervisor, an agency facilitator, and the family. The team may also include an identified support person for the family and a representative from the Mental Health/Recovery service provider agency.
  - 1. The purpose of the SDMM shall be to further explain the Ohio START program as well as each team member’s role to the family. This meeting shall also be used to complete a safety or prevention plan for the safe care of the children, develop the case plan and to schedule the behavioral health assessments.
- D. The first family home visit completed by the assigned Case Worker after the SDMM will include completion of the Adverse Childhood Experiences (ACE) and Child Trauma Assessment Center (CTAC) Trauma Screenings.
- E. Referral for the parent(s) for further assessment should be made and assessment began within 4 days of the SDMM.

### **III. Weekly Face-to-Face Home Visits**

- A. Families will receive intensive case management services with the Caseworker/Peer Support Specialist dyad. The family will have weekly face-to-face visits from each for the first 60 days of the case.
- B. First home visit must be within one week of the initial shared decision-making meeting.
- C. For weekly face-to-face home visits, visits will occur by the Caseworker and Peer Support Specialist. The Caseworker and Peer Support Specialist may individually or jointly schedule these weekly visits depending on the type and scope of the visit.
- D. For purposes of fidelity to Ohio START: Minimum of first visit must be caseworker and Peer Support Specialist together;
  - 1. It is recommended that the caseworker and Peer Support Specialist continue to visit together, as needed, to establish roles and relationships;
  - 2. Caseworker and Peer Support Specialist will both be expected to make weekly visits either together or separate;
  - 3. Caseworkers and Peer Support Specialist will work together in terms of scheduling visits; and
  - 4. Caseworkers and Peer Support Specialist use a team approach with the family, whether visits are made together or separately.

### **IV. Bi-weekly Face to Face Visits**

- A. After 60 days, the **Caseworker** will have a minimum of twice per month (biweekly) face-to-face contact with parent(s).
- B. After 90 days, the **Peer Support Specialist** will have a minimum of twice per month (biweekly) face-to-face contact with parent(s).

### **V. Treatment Provider**

- A. Referral for the parent(s) for further assessment, should be made and assessment began within 4 days of the SDMM.
- B. The Behavioral Health Provider (BHP) will complete a comprehensive Substance Use Disorder and/or Mental Health (SUD/MH) Assessment with the parent(s).
- C. Peer Support Specialist may accompany and assist the parent(s) with transportation to the initial behavioral health assessment.
- D. The BHP will give verbal treatment recommendations to the parent(s) and the Caseworker within 1 day of assessment and written treatment recommendations provided to the Caseworker within 5 days of assessment.
- E. Recommendations are based on American Society of Addiction Medicine (ASAM) Patient Placement Criteria and include treatment as needed for SUDs, MH, and trauma. The parent(s) will be referred for treatment within 1 day of the SUD/MH assessment.
- F. Within 3 days of the SUD/MH assessment, the parent(s) begin intensive treatment at an appropriate level of care. Intensive in START is defined as at least two sessions per week for the first two weeks, which is

inherent in treatment level 2.0 or higher. For level 1.0 or less, treatment intensity may decline after the first two weeks if the need for continued or increased intensity is not noted.

G. Quick access to SUD treatment is priority, but parents with co-occurring mental health/trauma issues should receive timely concurrent treatment.

H. The parent(s) should receive 4 treatment sessions within the first 12 days of treatment. The Peer Support Specialist should transport the parent(s) to the first 4 treatment sessions to help with treatment engagement. If the parent(s) does not want to be or cannot be transported by the Peer Support Specialist, the Peer Support Specialist should accompany the parent(s) to the treatment session or meet the parent(s) at the treatment facility to do a warm handoff and support the parent(s) as they begin treatment.

#### **VI. FTM: 30 days after the referral to Ohio START.**

A. Family Team Meetings (FTM) should include, Child Welfare Caseworker and Supervisor when possible, a neutral Facilitator, Peer Support Specialist, BHP's, and the family. FTMs will be held at critical points within the case plan to align treatment and case plan such as:

1. Within 30 days after the referral to Ohio START
2. 3, 6, and 9 months into the case
3. Child safety concern/possible removal
4. At relapse or when crises occur
5. When treatment recommendations change prior to reunification
6. Within 30 days prior to case closure

#### **VII. Exit from Program**

A. A family can be unsuccessfully exited from the program should any of the following occur:

1. 3 consecutive unexcused missed appointments with the Peer Support Specialist or Caseworker within 6 months
2. Demonstrated non-compliance with:
  - a. Random drug screens
  - b. Family Team Meetings (FTM)
  - c. Case planned programs or services
3. As determined by the team

B. If a family is exited from the program a new Children Services Caseworker shall be assigned to the family within 1 day of the exit date.

#### **VIII. Graduation**

A. A family shall be considered to have successfully completed the program or graduated when the following conditions have been met:

1. Completion of the case plan
2. Demonstrated sobriety as documented through:
  - a. Compliance with programs
  - b. Negative drug screens for a minimum of six months
  - c. Improved protective capacities
  - d. As determined by the team

**IX. Ohio START Team**

**A. Supervision Team shall include:**

1. Ohio START Supervisor
2. Peer Support Specialist Supervisor
3. Ohio START Agency Investigative Supervisors
4. AD HOC members as required

**B. Peer Support Specialist**

1. Responsibilities
  - a. Written weekly reports
    - i. Contact notes are to be submitted to Peer Support Specialist Supervisor on a weekly basis for approval
    - ii. Approved contact notes are to be submitted to Ohio START Caseworker within 3 business days of receipt
  - b. Timely reporting of child safety issues to their supervisor and the agency START Caseworker
  - c. Timely reporting of family issues that affect treatment and/or recovery
  - d. Submit written updates biweekly; these should be submitted according the children service agency scanning procedures
  - e. Monthly direct line and team meetings
  - f. Attendance at Family Team Meetings
  - g. Advocating and assisting with timely service provision
  - h. Weekly home visits for the duration of the family's participation in the program
  - i. Deliver services as appropriate and as a part of the ongoing recovery process

**C. Child Welfare Agency**

1. Responsibilities
  - a. UNCOPE Assessment- Intake
  - b. ACE/CTAC Assessments- Ohio-START Caseworker
  - c. Case management
  - d. Timely reporting of drug screen results to BHP and START Supervisors
  - e. Timely reporting of family issues to BHP and START Supervisors
  - f. Coordination of Family Team Meetings and attendance
  - g. Development of Case Plan/Family Service Plan and monitoring of Case Review and Semi-Annual Reviews
  - h. Weekly home visits for the first 60 days
  - i. No less than biweekly home visits for the duration of the family's participation in the program
  - j. Additional visits may be required and shall be decided upon by the Ohio START Team

**D. Substance Use Provider**

1. Responsibilities
  - a. Timely reporting of missed behavioral health and substance abuse treatment appointments and meetings
  - b. Timely reporting of child safety issues to the Ohio START Caseworker
  - c. Timely reporting of family issues that affect treatment and/or recovery
  - d. Written weekly reports of treatment progress and attendance on the designated "Weekly Reporting Form"

- e. Assistance with coordination of services consistent with the Ohio START Program fidelity timelines as listed in **IV and V** above.
- f. Continue to deliver services as appropriate and as a part of the ongoing recovery process after graduation from the Ohio START Program.
- g. Regular and consistent drug screens throughout the duration of treatment.

E. Trauma Recovery Provider

- 1. Responsibilities
  - a. Initial assessment scheduled within 5 days of referral to provider
  - b. Share treatment recommendations with client and/or caregiver and START Caseworker upon completion of initial assessment
  - c. Timely reporting of missed sessions or scheduled meetings
  - d. Timely reporting of child safety issues to the Ohio START Caseworker
  - e. Written weekly reports of treatment progress and attendance on the designated “Weekly Reporting Form”
  - f. Assistance with coordination of services consistent with the Ohio START Program fidelity timelines as listed in **IV and V** above.
  - g. Continue to deliver services as appropriate and as a part of the ongoing recovery process after graduation from the Ohio START Program.

F. Other Family Team Members

- 1. Designated on a case by case basis and may include
  - a. Support person designated by the family
  - b. GAL (Guardian Ad Litem)
  - c. CASA (Court Appointed Special Advocate)
  - d. Supervision team member of Behavioral Health Provider
  - e. Supervision team member of the Ohio Department of Job and Family Services or the Public Children Services Association of Ohio as agreed upon with the family
- 2. Responsibilities
  - a. Attend meetings
  - b. Present ideas and provide input in the decision-making process
  - c. Follow up on any agreed-upon tasks to support the family

## Attachment C



### Weekly Reporting Form

<b>Name</b>		<b>Client#</b>	
<b>Date</b>		<b>DOB</b>	
<b>To</b>		<b>Assessment Date</b>	
<b>From</b>		<b>Diagnosis</b>	

<b>Treatment Level of Care</b>	
<b>Medications</b>	
<b>Group Progress and Attendance</b>	
<b>Individual Progress and Attendance</b>	
<b>Drug Screen Dates and Results</b>	
<b>Pending Appointments</b>	
<b>Additional Information</b>	

## Attachment D

### Current Laws and Regulations Governing the Protection and Access of Child Welfare Data

#### Federal Laws and Regulations:

**42 USC §671(a)(8):** Requires that all state plans involving foster care and adoption assistance provide safeguards which restrict the use or disclosure of information concerning the programs under Title IV -B.

**42 USC §671(a)(20)(B)(iii):** Requires that all state plans have in place safeguards to prevent the unauthorized disclosure of information in any child abuse and neglect registry maintained by the State, and to prevent any such information obtained pursuant to this subparagraph from being used for a purpose other than conducting background checks in foster or adoptive placement cases.

**42 USC §674:** Describes federal payments to states for foster care and adoption assistance, and permits/requires imposition of sanctions against states for violations of 42 USC 670, et seq.

**42 USC §5106a(b)(2)(A)(viii):** Federal grants for child protective services require a state plan to be coordinated with a state plan under Title IV-B of the Social Security Act, including an assurance (among other assurances) that the state has developed methods to preserve the confidentiality of all records in order to protect the rights of the child and of the child's parents or guardians. The methods to preserve the confidentiality can include that reports and records made and maintained pursuant to the purposes of this Act only be made available to individuals who are the subject of the report; federal, state, or local government entities, or any agency of such entities having a need for such information in order to carry out its responsibilities under law to protect children from abuse and neglect; child abuse citizen review panels; a grand jury or court upon a finding that information in the record is necessary for the determination of an issue before the court or grant jury; and other entities or classes of individuals statutorily authorized by the state to receive such information pursuant to a legitimate state purpose.

**42 USC §5106a(b)(2)(A)(x):** The state plan required by 42 USC 5106(b)(2)(A) also must include provisions which allow for public disclosure of the findings or information about the case of child abuse or neglect which has resulted in a child fatality or near fatality.

**42 USC §5106a(c)(4)(B)(i):** Members and staff of a state-established citizen review panel related to child abuse and neglect, child fatalities or foster care shall not disclose to any person or government official any identifying information about any child protective case with respect to which the panel is provided information and shall not make public other information unless authorized by state statute.

**42 USC §5106a(c)(5)(A):** Requires that each state that establishes a citizen review panel provide the panel access to information on cases that the panel desires to review if such information is necessary for the panel to carry out its functions.

**42 USC §5106a(c)(6):** Requires that each citizen review panel prepare and make available to the public, on an annual basis, a report containing a summary of the activities of the panel.

**45 CFR §205.50:** The restrictions set out in this regulation were the same ones that restricted the release of Aid for Dependent Children applicant, recipient, and former recipient information. This regulation requires that the State plan for financial assistance under Title IV-A restrict the use and disclosure of information concerning applicants and recipients, to purposes directly connected with: (1) the administration of the plan or program; (2) investigations, prosecutions, or criminal or civil proceedings conducted in connection with the administration of any such plans or programs; (3) the administration of any other federal or federally assisted program which provides assistance, in cash or in kind, or services, directly to individuals on the basis of need; (4) information to the Employment Security Agency as required by law; (5) audits conducted in connection with the administration of any such plan or program, by a government entity authorized by law to conduct such audits; (6) administration of a state unemployment compensation program; and (7) reporting to the appropriate agency or official information on known or suspected child abuse, or negligent treatment or maltreatment of a child receiving aid under circumstances which indicate that the child's health or welfare is threatened. The regulation also requires states to impose sanctions for unauthorized use or disclosure.

Information to be safeguarded includes at least: (1) names and addresses of applicants and recipients; (2) information related to a person's economic and social conditions; (3) evaluation of information concerning a particular individual; and (4)

medical data. Release or use of information concerning applicants or recipients is restricted to those persons who are subject to standards of confidentiality comparable to those of the agency administering the financial assistance program. Generally, notice and consent of an individual is required to release information to an outside source. Courts must also be informed of statutory provisions, rules, and policies against disclosure when a recipient or applicant information is subpoenaed. This provision also applies to IV-E information.

**45 CFR §1340.14(i):** This regulation requires that the State provide by statute that records concerning reports of child abuse and neglect be confidential and that their disclosure be a criminal offense (see RC §§ 2151.141, 2151.421 and §2151.99). This regulation specifies certain circumstances where release of the records would be acceptable but only if the state authorizes it through statute. This regulation permits Ohio to be more restrictive with abuse/neglect information than what is set out in the regulation itself.

**45 CFR §1355.21:** Requires that each state plan for Titles IV-E and IV-B of the Social Security Act provide for safeguards on the use and disclosure of information which meet the requirements contained in 42 USC 671(a)(8), as well as the provisions in 45 CFR §1355.30.

**45 CFR §1355.30(p)(3):** Requires that safeguarding of IV-E (adoption) and IV-B (child welfare) information adhere to restrictions set out in 45 CFR §205.50 (see below).

**45 CFR §1355.40:** Sets forth conditions for receipt of SACWIS funds, and requires states to collect and report foster care and adoption data to the HHS Administration for Children & Families (ACF).

#### **State Laws:**

**OAC 5101:2-33-70** allows access to PCSAs, (K) Private child placing agencies (PCPAs) and private non-custodial agencies (PNAs), (L) IV-E Juvenile Courts, (M) Prosecutors representing PCSAs, (N) Wendy's Wonderful Kids recruiters and (O) PCSA interns.

(P) No direct access to SACWIS or any other state of Ohio database shall be requested by or on behalf of, nor approved for or granted to, any researcher conducting research under paragraph (Q) of rule 5101:2-33-21 of the Administrative Code.

# ATTACHMENT F



## Ohio START INVOICE-Warren County

SERVICE MONTH/YEAR: \_\_\_\_\_

PROVIDER NAME: \_\_\_\_\_

Invoice is due to Warren County Children Services (416 S. East Street Lebanon, OH 45036

Attn: Business Manager) for reimbursement by the 5<sup>th</sup> of each month for the previous month activities.

\*Please attach mileage form and payroll timesheet to Ohio START Business Manager for audit purposes.

**Personnel:**

Peer Support Specialist Name	Hours Worked	Hourly Rate	Total
		\$	

**Supervisory/Administrative Costs:**

Associated Charge	Rate	Total

**Mileage:**

Peer Support Specialist Name	Miles	Rate	Total
		\$.52	
		\$.52	

Total amount billable to Ohio START: \_\_\_\_\_

Remit to address: \_\_\_\_\_

Provider Supervisor: \_\_\_\_\_

Date: \_\_\_\_\_

WCCS Business Manager: \_\_\_\_\_

Date: \_\_\_\_\_

# Attachment E

## Ohio START Program Release Form



### Ohio START Authorization to Release Confidential Information

Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Child(ren)'s Names and Date(s) of Birth: \_\_\_\_\_  
\_\_\_\_\_

I \_\_\_\_\_ hereby authorize \_\_\_\_\_  
(name of client) (name of treatment provider)

to disclose the following information (please initial next to all that apply):

- \_\_\_\_\_ (1) My name, my child(ren)'s name(s) and personal identifying information about me/my child(ren)
- \_\_\_\_\_ (2) Information regarding my status/my child(ren)'s status as a patient in alcohol and/or drug treatment
- \_\_\_\_\_ (3) Parenting evaluations
- \_\_\_\_\_ (4) Treatment and subsequent evaluations of my service needs by the Ohio START program
- \_\_\_\_\_ (5) Initial and subsequent evaluations of my service needs by the Ohio START program
- \_\_\_\_\_ (6) Any and all information related to any alcohol and drug treatment program(s) that have provided me services
- \_\_\_\_\_ (7) Drug screen results
- \_\_\_\_\_ (8) Summaries of alcohol, drug and/or mental health screening and assessment results and history
- \_\_\_\_\_ (9) Summaries of alcohol, drug and/or mental health treatment/service plan(s), progress, and compliance
- \_\_\_\_\_ (10) Date of discharge from alcohol, drug, and/or mental health treatment/services and discharge status
- \_\_\_\_\_ (11) Home Study Records
- \_\_\_\_\_ (12) Other: \_\_\_\_\_

I authorize the disclosure of the above information to the following people (please initial next to all that apply):

- \_\_\_\_\_ (1) The Ohio START Case Team (including but not limited to):
  - a. PCSA assigned caseworker, 416 S. East Street Lebanon, OH 45036
  - b. PCSA supervisor, 416 S. East Street Lebanon, OH 45036
  - c. Juvenile court official, 900 Memorial Drive Lebanon, OH 45036
  - d. Peer Support Specialist, Thrive Behavioral Health, placed at 416 S. East Street Lebanon, OH 45036
  - e. Peer Support Specialist Supervisor, Thrive Behavioral Health, 29201 Aurora Rd #400 Solon, OH 44139 US
  - f. Treatment Provider of Choice: \_\_\_\_\_
  - g. Guardian Ad Litem or Court Appointed Special Advocate, Warren County Juvenile Court, 900 Memorial Drive Lebanon, OH 45036
- \_\_\_\_\_ (2) Other: \_\_\_\_\_

I further authorize Warren County Children Services to disclose the following information (please initial next to all that apply):

- \_\_\_\_\_ (1) My name, my child(ren)'s name(s) and personal identifying information about me/my child(ren)
- \_\_\_\_\_ (2) Parenting evaluations
- \_\_\_\_\_ (3) Treatment and subsequent evaluations of my service needs by the Ohio START program
- \_\_\_\_\_ (4) Initial and subsequent evaluations of my service needs by the Ohio START program
- \_\_\_\_\_ (5) Drug screen results
- \_\_\_\_\_ (6) Home Study Records
- \_\_\_\_\_ (7) Other: \_\_\_\_\_

(Continued on back side)

I authorize the disclosure of the above information to the following people (please initial next all that apply):

- \_\_\_\_\_ (1) The Ohio START Case Team (including but not limited to):
  - h. PCSA assigned caseworker, 416 S. East Street Lebanon, OH 45036
  - i. PCSA supervisor, 416 S. East Street Lebanon, OH 45036
  - j. Juvenile court official, 900 Memorial Drive Lebanon, OH 45036
  - k. Peer Support Specialist, Thrive Behavioral Health, placed at 416 S. East Street Lebanon, OH 45036
  - l. Peer Support Specialist Supervisor, Thrive Behavioral Health, 29201 Aurora Rd #400 Solon, OH 44139 US
  - m. Treatment Provider of Choice: \_\_\_\_\_
  - n. Guardian Ad Litem or Court Appointed Special Advocate, Warren County Juvenile Court, 900 Memorial Drive Lebanon, OH 45036
- \_\_\_\_\_ (2) Other \_\_\_\_\_

The above listed members of the Ohio START program will use this authorization for disclosure and re-disclosure to administer wrap-around services and intensive case management related to the Ohio START Program and to facilitate a cooperative approach through the exchange of disclosed information among the members of the Ohio START program.

This authorization will expire (please select one):

- 365 days after it is signed
- Less than 365 days (please give a specific date or event) \_\_\_\_\_

I understand that I may revoke this consent at any time with written notice or other practice in accordance with Provider's Notice of Privacy Practices, except to the extent that the Ohio START Program acted in reliance on it. 45 CFR 164.508(b)(5)(i).

I understand that the members of Ohio START program may not condition treatment, payment, enrollment, or benefits eligibility on an individual granting an authorization, except in limited circumstances. 45 CFR 164.508(4). I understand that information disclosed pursuant to this authorization may be subject to re-disclosure by the recipient(s) to carry out their official duties. 42 CFR 2.35(d).

I understand that pursuant to federal regulations governing the confidentiality of alcohol and drug abuse patient records, 42 CFR, Part 2, and the Health Insurance Portability and Accountability Act, Public Law 104-191, information regarding individually identifiable health information and that of my child(ren), including any alcohol and/or drug treatment records and/or any other information relating to past, present, or future physical or mental health condition, is confidential and cannot be disclosed without my written consent unless otherwise provided for in the regulations. This authorization is not sufficient for the purpose of the release of HIV test results or diagnoses.

My signature below indicates that I have received a signed copy of this authorization. 45 CFR 164.508(c)(4).

_____	_____	_____
Date	Signature of Client or other Responsible Party	Relationship
_____	_____	_____
Date	Witness Signature	Witness Print Name

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-0016

Adopted Date January 04, 2022

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF WARREN COUNTY CHILDREN SERVICES (AGENCY) AND RECOVERY DEFINED, L.L.C. (PROVIDER)

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Memorandum of Understanding on behalf of the Department of Children Services and Recovery Defined, L.L.C; copy of agreement 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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

jc/

cc: c/a – Recovery Defined, L.L.C  
Children Services (file)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
WARREN COUNTY CHILDREN SERVICES  
AND  
RECOVERY DEFINED, LLC**

This Memorandum of Understanding (“MOU”) is entered into by and between Warren County Children Services (hereinafter “Agency”), 416 S. East Street Lebanon, OH 45036 and Recovery Defined, LLC, (hereinafter “Provider”), 777 Columbus Avenue, Suite 7-D, Lebanon, OH 45036 (collectively referred to herein as the “Parties”).

In furtherance of Parties’ respective missions, the Parties wish to work together and collaborate with each other to plan and implement the Ohio START (Sobriety, Treatment, and Reducing Trauma) program which is an evidence-informed children services-led intervention model that helps public children services agencies (PCSAs) bring together caseworkers, behavioral health providers, and peer support specialist into teams dedicated to helping families struggling with co-occurring child maltreatment and substance use disorder. Specifically, the Parties will work together to implement Ohio START in partnership with the Ohio START Steering Committee.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

**I. PURPOSE**

The purpose of the Ohio START Program is to address childhood trauma caused by parental substance abuse and adult trauma that may have led to drug dependency through a collaborative effort between the Parties to improve outcomes for families involved in the child protection system experiencing a primary diagnosis of Substance Abuse Disorder (SUD) and affected by trauma. The Parties will work collaboratively as Family Teams, which includes a Peer Support Specialist to provide coordinated wrap-around services and intensive case management to achieve the purpose of the Ohio START program.

**II. COLLABORATION**

During the Term of this Agreement, the Parties shall work together to implement the Ohio START Program as set forth in the program’s Timeline and Scope of Work attached hereto respectively to this Agreement as Attachment A and Attachment B. This Agreement may be amended from time-to-time to include an amended Timeline or Scope of Work that shall be signed by the Parties. The Role of the Provider in relation to this Agreement is: Behavioral Health Provider/Substance Abuse Behavioral Health Provider/Trauma Treatment for Children Peer Support Specialist Employer Behavioral Health Partner/Trauma Treatment for Adults

Other Community Partner. Behavioral Health Partners agree to provide weekly client updates on the designated Weekly Reporting Form, Attachment C.

### III. OVERSIGHT AND EVALUATION

- A. Local implementation oversight and technical assistance will be provided to the Parties by the Public Children Services Association of Ohio (PCSAO) in conjunction with the national home for the START Program; Children and Family Futures (CCF).
- B. Program evaluation data will be collected and analyzed by The Ohio State University along with Ohio University. Parties agree to promptly provide requested program data.

### IV. CONFIDENTIALITY

The Parties understand that while performing the responsibilities of the Ohio START program, Provider may have access to certain child welfare and other information from Agency which is confidential under state and federal law ("Confidential Information"). Current Laws and Regulations Governing the Protection and Access of Child Welfare Data can be found in Attachment D. Likewise, the Parties understand that while performing the responsibilities of the Ohio START program, Agency may have access to certain healthcare, drug treatment, and other information from Provider which is considered Protected Health Information ("PHI"). For performing the Parties' responsibilities under the Ohio START program, the Parties may have access to Confidential Information and/or PHI. This MOU establishes a process between the Parties to properly and confidentially transmit and share Confidential Information and PHI between themselves and to set forth the terms and conditions governing the information-sharing process. The Confidential Information and PHI will be transferred via an agreed upon method of transmission to include; in person meetings, telephone conversations, and written correspondence sent through the US Postal Services, secure fax, or secure email.

- A. Parties agree to do the following:
  - 1. Transfer Confidential Information and Protected Health Information in a secure manner as mutually agreed upon by the Parties, for example through an encrypted file sharing service.
  - 2. Participate in ongoing consultation between the Parties to ensure the Confidential Information and Protected Health Information is stored securely.
  - 3. Use appropriate safeguards in storing Confidential Information received from the Agency.
    - a. **Provider** must ensure the access and protection of the Confidential Information is in compliance with all state and federal laws that govern the protection of child welfare data, including, but not limited to those set forth in Attachment C attached hereto, as may be amended or supplemented from time to time. **Provider** shall:
      - i. Protect the confidentiality of the Confidential Information in the same manner it protects the confidentiality of its own similar confidential information, but in no event using less than a reasonable standard of care.

- ii. Restrict access to the Confidential Information to personnel engaged in a use permitted by this MOU, provided that such personnel are bound by obligations of confidentiality similar to the terms of this MOU.
- iii. Return and/or destroy any Confidential Information transferred to Provider by Agency upon the termination or expiration of this MOU.
- iv. Notify the agency of any personnel issues regarding any contracted position or other Provider staff that could negatively impact the Agency or the provision of services to families involved in the Ohio START Program.

b. **Agency** shall use appropriate safeguards in storing Protected Health Information received from the Provider. While Agency is not a Business Associate of Provider pursuant to the Health Information Portability and Accountability Act (“HIPAA”), Agency should undertake efforts to store information in compliance with Subpart C of 45 CFR Part 164, which includes:

- i. Ensuring confidentiality, integrity, and availability of Protected Health Information stored both in physical and electronic form.
- ii. Protect against any reasonably anticipated threats to the security of the Protected Health Information.
- iii. Protect against any impermissible disclosures of the Protected Health Information.
- iv. Limit access to Protected Health Information to authorized employees of Agency and ensure Protected Health Information is utilized only according to the Purpose and executed release.
- v. Track who has accessed Protected Health Information.
- vi. Report to Provider any use or disclosure of Protected Health Information not permitted in the Purpose or executed release.
- vii. Protect Protected Health Information from improper alteration or destruction; and
- viii. Ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Agency agree to the same restrictions, conditions, and requirements.

4. Refer requests for Confidential Information or Protected Health Information to each respective Party.

5. Immediately notify the Parties of any known or suspected unauthorized disclosure of Confidential Information and/or Protected Health Information.

6. During performance of this Agreement and for a period of six (6) years after its completion, Provider shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to Agency as Agency may reasonably require.

7. Obtain an executed START release, in the form attached hereto as Attachment E, from the clients who are eligible and selected to participate in the Ohio START program and store the executed releases in a secure manner.

**B. Parties' Agreements regarding Ownership of confidential information and liability**

1. The Parties agree that the Confidential Information provided under this MOU is and will remain the property of the Agency.
2. The Parties agree that the Protected Health Information provided under this MOU is and will remain property of the Provider.
3. The Parties agree that the confidentiality obligations set forth in this MOU survive the termination or expiration of the MOU.
4. Provider understands that it may be held liable under the law for the unauthorized disclosure or dissemination of the Confidential Information.
5. Agency understands that it may be held liable under the law for the unauthorized disclosure or dissemination of the Protected Health Information.

**V. INDEPENDENT CONTRACTOR**

A. Contractor enters into the Agreement as, and will remain throughout the term of this Agreement, an independent contractor as the term is defined in Ohio Administrative Code 145-1-42(A)(2). Contractor agrees that neither Contractor nor any of its employees or subcontractors are and will not become employees, partners, agents, or principals of the Board as a result of this Agreement or while this Agreement is in effect and will not appear on the public payroll of the Board. Neither Contractor nor any of its employees or subcontractors are entitled to and shall not receive the rights or benefits afforded to Board employees, including without limitation, disability, medical insurance, sick leave, vacation leave or any other employment benefit. Contractor is not entitled to and shall not receive unemployment insurance or worker's compensation paid by the Board. Contractor is responsible for providing, at Contractor's own expense, disability, unemployment, worker's compensation, health/hospitalization insurance and other insurance, training, permits and licenses for contractor and for Contractor's employees and subcontractors, if any.

B. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by the Board to Contractor for services under this Agreement. Contractor shall provide to the Board its taxpayer identification number which the Board will use in reporting payments made under this Agreement to the appropriate taxing authorities. The Board will provide to the Contractor an appropriate Internal Revenue Service "Form 1099" which will report all compensation paid by Board to Contractor for services rendered pursuant to this Agreement. Contractor agrees to indemnify Board for any claims, costs, losses, fees, penalties, interest, or damages suffered by Board resulting from Contractor's failure to comply with this provision.

C. Contractor may, at Contractor's expense, use any employees or subcontractors as Contractor deems necessary to perform the services required of Contractor by this Agreement. Contractor shall indemnify, defend, and hold harmless the Board from and against any and all claims, actions, causes of action, costs, liabilities and judgments which were brought by Contractor's employees and/or subcontractors due to work performed by the same under this Agreement. The Board shall not control, direct or supervise Contractor's employees or subcontractors in performance of those services.

**VI. COMPENSATION**

N/A

**VII. INSURANCE/INDEMINIFICATION**

A. Contractor shall maintain general liability insurance covering the services rendered in this Agreement. The amount of insurance maintained shall be determined by Contractor based upon what the Contractor believes to be an appropriate level of general liability insurance. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million) per claim or two million dollars (\$2 million) in aggregate. Contractor shall maintain auto liability insurance for owned/non-owned or hired vehicles if any driving is part of the contract. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million) per occurrence. Contractor shall maintain professional/malpractice or errors & omissions insurance for licensed professionals. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million). Contractor shall maintain sexual abuse or molestation insurance. The level of insurance maintained shall, however, not be less than one million dollars (\$1 million). The Contractor will name the Warren County Board of County Commissioners as a primary additional insured on its liability insurance.

B. The contractor shall indemnify, defend and hold harmless the County, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may incur as a result of personal injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the contractor, any subcontractor, any person directly or indirectly employed by any of them, or any person for whose acts or omissions any of them may be liable. This indemnification does not, however, extend to any act of negligence or omission by the Board and their respective employees, representatives and agents. The Contractor agrees to pay all expenses which the Board may incur in the investigation and/or defense of any such claims which payment shall include reasonable attorney fees and court costs.

C. Contractor will provide to Board current copies of insurance certificates verifying compliance with the provisions of paragraph 5.01 above as well as compliance with worker's compensation obligations.

**VIII. TIME OF PERFORMANCE**

A. This MOU is effective as of the last date signed below and shall be effective for a period of one year. Thereafter, this MOU shall automatically renew for successive years unless terminated as set forth herein.

B. Upon the expiration of this MOU, all transferring of information provided for herein will cease, and the responsibilities of the Parties regarding use, storage and destruction of the information will survive the expiration of this MOU and continue in full force and effect.

**IX. GOVERNING LAW**

This MOU is made pursuant to and shall be construed and interpreted in accordance with the laws of the state of Ohio.

**X. SUSPENSION AND TERMINATION**

A. This MOU may be terminated by either party, without cause, by providing thirty (30) days written notice to the other Party.

B. If this MOU is breached, the non-breaching party may suspend or terminate this MOU immediately upon written notice to the breaching party. If the breach is of a nature that can be cured, the non-breaching party may provide the breaching party with written notice of the breach and provide ten (10) days for the breaching party to cure its nonperformance or violation.

C. Upon termination of this MOU, for any reason, all transferring of information provided for herein will cease as of the effective date of the termination, and the responsibilities of the Parties regarding use, storage and destruction of the information will survive the termination of this MOU and continue in full force and effect.

D. The MOU may be terminated upon notification to the Agency that monies from the State of Ohio are no longer available for the Ohio Start Program.

#### **XI. LIMITATION OF RESPONSIBILITY**

The Contractor shall pay and discharge all claims for all materials, labor, appliances and tools furnished to it for said work and shall protect the Board and save it harmless from any liens therefore by subcontractors or otherwise

#### **XII. NON-DISCRIMINATION**

The Contractor agrees that neither it, nor any subcontractor or other person acting on its behalf shall, in the hiring of employees, agents, and/or subcontractors for the performance of work under this Agreement, discriminate against any person in the employment of labor or workers by reason of creed, color, sex, age, religion, handicap, familial status, military status and/or national origin.

#### **XIII. ASSIGNMENT AND WAIVER**

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

B. A waiver of any provision of this MOU is not effective unless it is in writing and signed by the party against which the waiver is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this MOU will not constitute or be deemed a waiver of that party's right to thereafter enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

#### **XIV. ENTIRE AGREEMENT/MODIFICATION**

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

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the day and year last written below.

WARREN COUNTY BOARD OF  
COMMISSIONERS

Signature: \_\_\_\_\_

Printed Name: Tom Grossmann

Title: President

Date: 1-4-22

RECOVERY DEFINED, LLC

Signature: \_\_\_\_\_

Printed Name: Click or tap here to enter text. Nick Weber

Title: Click or tap here to enter text. CEO.

Date: 12/6/2021

APPROVED AS TO FORM

  
Kathryn M. Horvath  
Asst. Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-0017

Adopted Date January 04, 2022

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH WARREN COUNTY COMMUNITY SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

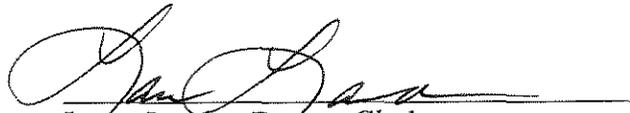
BE IT RESOLVED, to enter into a Memorandum of Understanding with Warren County Community Services for the Therapeutic Interagency Program (TIP) on behalf of the Warren County Children Services; copy of agreement is attached hereto and made a part hereof.

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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

jc/

cc: c/a—Warren County Community Services (file)  
Children Services (file)

## **Therapeutic Interagency Program Memorandum of Understanding**

This Agreement is entered into between the Warren County Board of County Commissioners (hereinafter referred to as "Board") on behalf of Warren County Children Services, and Warren County Community Services 645 Oak Street, Lebanon, Ohio 45036.

This is a contract for **Therapeutic Interagency Program (TIP) Services for the period of January 1, 2022-December 31, 2022.**

### **ARTICLE I: PURPOSE OF THE CONTRACT**

The purpose of the Tip Program is to provide preschool children who have histories of abuse and neglect with supportive and integrated child protection, mental health, and educational interventions that protect the children while promoting healthy social interactions with parents, teachers, and therapists. The TIP Program strives to provide the children with sustained, safe, nurturing environments and relationships, provides interactions with positive adult and peer role models, helps to stabilize the children physically and mentally, assists in their developmental and social-emotional progress, and works to obtain family stability.

### **ARTICLE II: RESPONSIBILITY OF WARREN COUNTY COMMUNITY SERVICES**

- A. Ensure the funds subject to this 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 Head Start grant award.
  
- B. Supply Program services during the contract period to children ages three to five and their families. Services shall include, but not be limited to, therapeutic provider-based year-round preschool programming, mental health therapy, as well as individualized treatment plans, daily transportation, psychiatric services, in-home and provider-based parent education and involvement, educational resources for parents, transitional services, coordination with outside agencies to address client needs, and program evaluation to insure fiscal accountability and to measure evidence-based outcomes and quality assurance.
  
- C. Accept all referrals made by Warren County Children Services staff and shall provide program services to clients who are eligible for Temporary Assistance to Needy Families (TANF). Other social service organizations in the community may also refer potential clients, space permitting. Head Start eligibility of client will be verified prior to the provision of services.
  
- D. Ensure that all children in TIP during the school year are Head Start children with access to all services that Head Start provides, including, but not limited to educational assessments, health screenings and services, disability screenings and services, parental involvement assessments, and social services.

E. Operate two TIP classroom sessions at South Lebanon Early Learning Center 99 North Section Street South Lebanon, Ohio 45065. The Program shall be run in half-day sessions, Monday through Thursday. The Program shall operate at least 160 days during the year. Each section shall accommodate twelve (12) students for a total enrollment of twenty-four (24) children.

F. Provide transportation to clients. Warren County Community Services staff shall accompany the clients in the vehicle to ensure attendance and to allow for daily monitoring of the home environment.

G. Employ and maintain two (2) full-time school year teachers and one co-teacher to provide specific classroom curriculum and case management as identified and described in this section of the contract agreement. Warren County Community Services shall certify that those persons hired shall be fully trained and qualified; minimum of Child Development Associate credential, Prefer degree in early childhood education.

H. Employ and maintain one (1) full-time equivalent TIP Coordinator through direct hire who can intelligently and competently do the following: assume responsibility for supervision of TIP classroom and outpatient placement and program referrals, complete all reports and rosters as assigned and by due date, assist TIP staff, children, parents, and other agency staff through TIP's intake, placement, treatment, and transition stages, assist in interpreting program findings, assure cooperative programming of TIP/Head Start clients, assist with growth/expansion, replication and dissemination of TIP model, provide direct on-site and home-based services to parents/guardians referred, conduct home visits occurring on a consistent and regular basis for all referred caregivers. Warren County Community Services certifies that upon hire and during his/her service for Warren County Community Services, the person hired shall be fully trained and qualified to perform duties described in this section of the agreement, with a minimum education requirement of a Bachelor's Degree in Social Work, Special Education, Early Childhood Education or other related professions; prefer Master's Degree. Knowledge, skills, and abilities of TIP Coordinator shall include, without limitation, knowledge of trauma-informed practices, interdisciplinary and interagency work experience, experience in the field of child developmental learning disorders and/or child welfare, experience in the field of parenting, experience working with and/or providing education to adults and families, experience working with diverse populations of children and adults including: abuse/neglected population, low function population, substance abusers, domestic violence, and victims of sexual abuse, possessing demonstrated ability to work as a team member, good organizational skills, history of good job attendance, must pass criminal background checks, drug screening, and be free from communicable diseases. Warren County Community Services shall supply appropriate supervision and administrative functions associated with overall performance of the agreement in a manner satisfactory to Warren County Children Services.

I. Perform appropriate supervision and administrative functions and related tasks associated with the overall performance of the Program, which shall include without limitation, overseeing the management of the Project, compiling and disseminating related program data and reports as

required by this agreement, managing and monitoring all employees, and designing methods to implement best practices in a manner satisfactory to Warren County Children Services.

J. Maintain appropriate records of client activity, both for individual clients and for the entire client population served under this agreement, so as to facilitate monitoring and evaluation.

K. Warren County Community Services shall submit a Monthly Client Report for each client served during the month and a Monthly Provider Wait List no later than the 15th day of each month following the end of the reporting month that shall cover the previous thirty (30) day period. Monthly coordination meetings will be held between Warren County Children Services and Warren County Community Services to review services provider and client progress.

L. Submit a quarterly invoice of \$12,500 to Warren County Children Services to Jenny Carman at [Jennifer.Carman@jfs.ohio.gov](mailto:Jennifer.Carman@jfs.ohio.gov). The invoice will be submitted in March, June, September and December of 2022.

M. An interim report on the Program is due from Warren County Community Services within thirty (30) days after completion of the first six (6) months of the Program and a final report on the Program is due from the Warren County Community Services within forty-five (45) days after the end of the agreement term. Such reports shall include, without limitation, a narrative which describes the program activities, attendance statistics, program outcomes, and the Program's successes and positive impacts on the community.

N. Warren County Community Services warrants that claims made to Warren County Children Services for payment for services provided shall be for actual services rendered and shall not duplicate claims made by Warren County Community Services to other sources of public or private funds for the same services.

O. At least one (1) time during the agreement period, Warren County Children Services and Warren County Community Services shall meet to discuss the agreement performance to date. At this meeting, Warren County Community Services shall supply Warren County Children Services with comprehensive cost and statistical information on the Program and in-depth analysis of the Program activity and budget information to-date. The programmatic review shall be conducted to ensure fulfillment of contractual obligations and compliance with terms and conditions of this agreement. Amendments of the contract will be made as mutually agreed upon. No agreement modifications shall become effective until they are reduced to writing and signed by both parties.

P. Warren County Community Services agrees that they shall not use any information, systems or records made available to them for any purpose other than to fulfill the contractual duties specified herein, without the express written permission of Warren County Children Services. Warren County Community Services further agree to maintain the confidentiality of all clients and families served. No information on clients served shall be released for research or other publication without the express written consent of the Warren County Children Services Director or her designee.

Q. Promptly reimburse Warren County Children Services for any funds Warren County Children Services 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 Warren County Children Services is responsible. Make records available to Warren County Children Services, ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

### **ARTICLE III: RESPONSIBILITY OF WARREN COUNTY CHILDREN SERVICES**

A. Provide funding to Warren County Community Services, not to exceed \$50,000.00 for calendar year 2022, in accordance with this Agreement and Federal, state and local laws upon receipt of a quarterly invoice for \$12,500.00 to be sent in the months of March, June, September and December of 2022.

B. Assign a case manager to the children who participate in the TIP program. This case manager will attend monthly coordination meetings with Warren County Community Services, assist with enrollment efforts such as acquiring necessary paperwork from the guardian or agency record, making necessary service referrals, and monitor client progress.

C. Provide technical assistance and training as requested to assist Warren County Community Services in fulfilling its obligations under this agreement.

D. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

E. At least one (1) time during the agreement period, Warren County Children Services and Warren County Community Services shall meet to discuss the agreement performance to date. At this meeting, Warren County Community Services shall supply Warren County Children Services with comprehensive cost and statistical information on the Program and in-depth analysis of the Program activity and budget information to-date. The programmatic review shall be conducted to ensure fulfillment of contractual obligations and compliance with terms and conditions of the agreement. Amendments of the contract will be made as mutually agreed. No agreement modifications shall become effective until they are reduced to writing and signed by both parties.

### **ARTICLE IV. AMENDMENT OR TERMINATION OF AGREEMENT**

This document constitutes the entire agreement between Warren County Children Services and Warren County Community Services with respect to all matters herein. Only a document signed by both parties may amend this Agreement. Both Warren County Children Services and Warren County Community Services agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective in nature.

Either party may terminate after giving thirty (30) 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 31st day following the receipt of the notice by the other party.

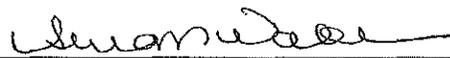
## **ARTICLE V. MISCELLANEOUS PROVISIONS**

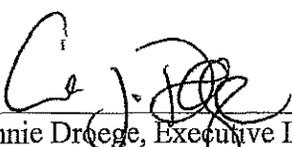
**A Limitation of Liability:** To the extent permitted by law, Warren County Children Services agrees to be responsible for any liability directly relating to all acts of negligence by Warren County Children Services. To the extent permitted by law, Warren County Community Services agrees to be responsible for any liability directly related to all acts of negligence by Warren County Community Services. In no event, shall either party be liable for any indirect or consequential damages, even if Warren County Children Services or Warren County Community Services knew or should have known of the possibility of such damages.

B. This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this 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 Agreement impossible.

C. Nothing in this Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Warren County Children Services to Warren County Community Services that is not specifically set forth in state and federal law. Nothing in this 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, Warren County Children Services, Warren County Community Services, or any of the officers or employees of the State of Ohio, Warren County Children Services or any of the officers or employees of the State of Ohio or Warren County Children Services.

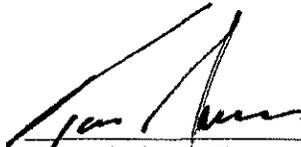
In Witness whereof, Warren County Board of County Commissioners on behalf of Warren County Children Services, and Warren County Community Services have executed this Agreement effective the date of the last obtained signature as follows:

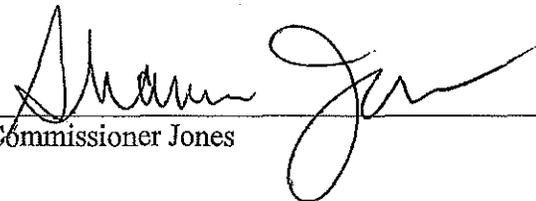
 12/21/21  
\_\_\_\_\_  
Susan Walther, Director/ Date  
Warren County Children Services

 12/10/2021  
\_\_\_\_\_  
Annie Droege, Executive Director/ Date  
Warren County Community Services

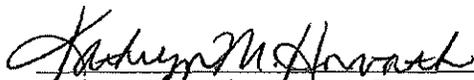
Warren County Board of County Commissioners:

  
\_\_\_\_\_  
Commissioner Young

  
\_\_\_\_\_  
Commissioner Grossmann

  
\_\_\_\_\_  
Commissioner Jones

Approved As To Form Only:

  
\_\_\_\_\_  
Kathryn Horvath, Assistant Prosecuting Attorney/ Date

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

# Resolution

Number 22-0018

Adopted Date January 04, 2022

APPROVE AND AUTHORIZE THE DIRECTOR OF WARREN COUNTY GRANTS ADMINISTRATION TO SUBMIT A REVISED ACCESS FORM AND LETTER OF INTENT TO OHIO DEPARTMENT OF DEVELOPMENT REGARDING THE BUILDING DEMOLITION AND SITE REVITALIZATION PROGRAM AND THE BROWNFIELD REMEDIATION GRANT PROGRAM NAMING WARREN COUNTY PORT AUTHORITY AS LEAD ENTITY

WHEREAS, Warren County has submitted a Letter of Intent to the Ohio Department of Development to participate in the Building Demolition and Site Revitalization Program and the Brownfield Remediation Program; and

WHEREAS, upon further consideration it is deemed best that the Warren County Port Authority be named the Lead Entity, and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the Director of Warren County Grants Administration to submit a revised access form and Letter of Intent naming Warren County Port Authority as Lead Entity for the Building Demolition and Site Revitalization Program and the Brownfield Remediation Program .

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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

/sm

cc: C/A—Ohio Dept. of Development  
OGA (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-0018

Adopted Date January 04, 2022

APPROVE AND AUTHORIZE THE DIRECTOR OF WARREN COUNTY GRANTS ADMINISTRATION TO SUBMIT A REVISED ACCESS FORM AND LETTER OF INTENT TO OHIO DEPARTMENT OF DEVELOPMENT REGARDING THE BUILDING DEMOLITION AND SITE REVITALIZATION PROGRAM AND THE BROWNFIELD REMEDIATION GRANT PROGRAM NAMING WARREN COUNTY PORT AUTHORITY AS LEAD ENTITY

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NOW THEREFORE BE IT RESOLVED, to approve and authorize the Director of Warren County Grants Administration to submit a revised access form and Letter of Intent naming Warren County Port Authority as Lead Entity for the Building Demolition and Site Revitalization Program and the Brownfield Remediation Program .

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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

/sm

cc: C/A—Ohio Dept. of Development  
OGA (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-0019

Adopted Date January 04, 2022

ENTER INTO A SERVICE AGREEMENT WITH CARLA S. DREYER, PSY. D., FOR COURT RELATED PSYCHOLOGICAL ASSESSMENTS FOR DECEMBER 2021-NOVEMBER 2022 ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to enter into a Service Agreement with Carla S. Dreyer, PSY. D., for court related psychological assessments effective December 1, 2021 to November 30, 2022, on behalf of the Warren County Juvenile Court, 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:

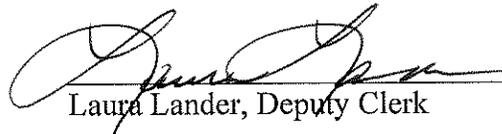
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: c/a—Carla S. Dreyer, PSY.D.  
Juvenile Court (file)  
Ohio Department of Youth Services

## CONSULTANT SERVICE AGREEMENT

This agreement is made and entered into between the Warren County Board of County Commissioners on behalf of the Warren County Probate Juvenile Court (hereinafter Juvenile Court or Warren County) and Carla S. Dreyer, Psy.D. (hereinafter Consultant) for the provision of court-related psychological assessments.

The term of this Agreement shall be from December 1, 2021, to November 30, 2022, unless terminated sooner. The term does not automatically renew. The parties acknowledge that this Agreement does not represent any promise of future agreements or employment opportunities for Consultant by Juvenile Court. And that no such promises have been made.

Either party can terminate this Agreement without cause upon thirty (30) days written notice to the other party.

The Juvenile Court hereby engages the Consultant, and Consultant accepts such engagement as an independent contractor and not as an employee of the Juvenile Court. The parties expressly acknowledge and agree that with respect to any payments made to Consultant hereunder that Juvenile Court will issue a form 1099-MISC to Consultant and Consultant will be solely responsible for her own income tax obligations including but not limited to being subject to Self-employment Tax, and Juvenile Court shall not: (i) withhold or pay FICA (Social Security & Medicare) or other federal, state or local income or other taxes or charges for Consultant; (ii) withhold or pay to the Ohio Public Employment Retirement System; (iii) comply with or contribute to state worker's compensation, unemployment or other such governmental funds or programs. Consultant also acknowledges that as an independent contractor, Consultant will not be given the right to participate in any employee benefit, insurance plan or any other plan or fringe benefit that is maintained, established or provided by Juvenile Court for its employees including but not limited to: (i) accrued sick, vacation, personal day or holiday leave; or, (ii) health, life, dental, or vision insurance.

Consultant shall complete form W-9 [Request for Taxpayer Identification Number and Certification] and return with this Agreement to Juvenile Court.

The Consultant agrees to perform court-related psychological assessments and/or related services in a manner consistent with the applicable ethical and legal standards. The Consultant agrees to maintain all required licenses, certifications, continuing education, and malpractice covered necessary to provide the contracted services. The Consultant shall immediately notify the Warren County Juvenile Court of any changes in licensing, certification, insurance, or accreditation status. The Consultant will report any conflict of interest or potential conflict of interest to the Warren County Juvenile Court.

The Warren County Juvenile Court will provide a referral packet for the Consultant that includes a copy of the Court order (i.e., reason for evaluation), Complaints, police reports, and other relevant information. For youth who are detained at the Warren County Juvenile Court Detention Center at the time of the assessment, the Warren County Juvenile Court will provide the Consultant access to the youth. For youth who are in the community at the time of the

assessment, the Warren County Juvenile Court will provide the Consultant with access to a private examination room within the Warren County Juvenile Court. The Consultant will be responsible for arranging the evaluation with the youth and youth's family. The Consultant will be responsible for completing any necessary psychological testing, providing the testing materials necessary for such.

The Consultant agrees to complete the requested evaluation and provide a written report within 30 days of the initial referral. If the evaluation cannot be completed within this time frame, the Consultant will communicate with the Warren County Juvenile Court about the anticipated timeframe for completion of the evaluation, as well as the reason for the additional time needed. The Warren County Juvenile Court will provide reasonable notice, as well as a subpoena, for any necessary testimony involving the Consultant.

The Warren County Juvenile Court agrees to compensate the Consultant according to the following guidelines:

- Competency to Stand Trial evaluation - \$425
- Bindover/amenability evaluation - \$450
- General psychological with risk assessment (i.e., sexual offender diagnostic assessments) - \$550
- Testimony (including preparation, consultation, waiting for testimony) - \$100/hour

The Consultant will submit an invoice at the end of each month, with the invoice specifying the evaluation date, youth's name, type of evaluation, and evaluation-specific compensation. The Juvenile Court shall have 21 days to pay each invoice. The Juvenile Court reserves the right to inquire into the legitimacy of any charge or service.

Unless otherwise provided herein, Consultant shall be solely responsible for any expenses incurred in performance of her services under this agreement. Consultant shall have no authority to bind Juvenile Court to any agreements or contracts (oral, written, express or implied), authorizations, acceptances, proposals or change orders.

Except as is specifically set forth in writing by the parties, Consultant shall supply all facilities, tools, equipment, instruments, supplies and other materials required to perform the services under this Agreement. Consultant agrees to provide workers' compensation insurance for Consultant and Consultant's employees and agents, if any. Consultant agrees to maintain a policy of professional or liability insurance to cover any negligent acts committed by Consultant or Consultant's employees or agents during the performance of any duties under this Agreement, and to name Warren County Board of Commissioners and Warren County Probate Juvenile Court as an additional insured under that policy of insurance.

Consultant shall indemnify and hold Warren County Board of Commissioner and Warren County Probate Juvenile Court harmless for all damages, costs, expenses, claims, suits, causes of action, deductibles, and attorney fees as may be occasioned to Consultant while performing pursuant to this Agreement or as a result of Consultant's negligence, reckless and/or willful and wanton performance of her responsibilities pursuant to this Agreement and for intentional misconduct in the performance of her responsibilities pursuant to this Agreement. Consultant's obligations to

indemnify and hold harmless Warren County shall survive and continue after termination of the term of this Agreement or due to termination, with or without cause, prior to expiration of the term of this Agreement.

During the term hereof and thereafter, Warren County may disclose to Consultant confidential and/or proprietary information (collectively, "Confidential Information"). Confidential Information at all times is the exclusive property of the Warren County and shall not be disclosed or used by Consultant for purposes other than performance of services provided for in this Agreement.

Consultant acknowledges that Warren County is subject to the Ohio Public Records Act and as a party in privity of contract with Warren County, Consultant may be required to and shall timely produce public records in response to a public records request. In the event Consultant receives a public records request from anyone other than through Warren County, Consultant shall consult with Juvenile Court before responding and shall provide Juvenile Court with copies of all records produced.

Consultant agrees that all services which she provides under this Agreement shall be made available without consideration of race, color, gender, creed, disability, national origin or ability to pay, and shall ensure non-discrimination in employment on the basis of color, gender, creed, disability, age or national origin. Consultant shall comply with applicable provisions of applicable federal, state, and local statutes, rules and regulations, including any amendments thereto that may occur hereafter.

All notices, elections or other communications authorized, required or permitted under this agreement will be made in writing and will be deemed given when received by the party to whom such notice is sent. Notice may be given by (i) personal delivery requesting a signed receipt, (ii) overnight courier service, services prepaid (iii) U.S. certified mail, return receipt requested, postage prepaid, (iv) by fax transmission to the telephone numbers indicated below; or, (v) by email transmission to the email addresses indicated below.

Warren County:	With Copy to:
Warren County Commissioners	Warren County Prosecutor
Attn. County Administrator	David P. Fornshell
406 Justice Drive	520 Justice Drive
Lebanon, Ohio 45036	Lebanon, Ohio 45036
Fx 513-695-2054	Fx 513-695-2962

Warren County Probate Juvenile Court  
Attn: Laura Schnecker, Court Administrator  
900 Memorial Drive  
Lebanon, Ohio 45036

Consultant:  
Carla S. Dreyer/Dreyer Psychological Services  
PO Box 8232  
Cincinnati, Ohio 45208

This Agreement will be governed by the construed in accordance with the laws of the State of Ohio. The parties stipulate that venue for disputes arising out of and interpretations of this Agreement that result in legal action shall exclusively be the Warren County Court of Common Pleas.

IN EXECUTION WHEREOF, the parties have executed this Agreement by their duly authorized representatives on the date stated below.

Consultant:

Carla S. Dreyer, PsyD  
Signature

Carla S. Dreyer, PsyD  
Printed Name

12/5/2021  
Date

Warren County Board of Commissioners:

[Signature]  
Signature

Tom Grossmann  
Printed Name

1-4-22  
Date

22-0019  
Resolution No.

Approved as to form,

[Signature]  
Adam M. Nice, Assistant Prosecuting Attorney  
Warren County

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Warren

I, Carla Drayer, holding the title and position of Contractor at the firm Warren W. Inv. Co. affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

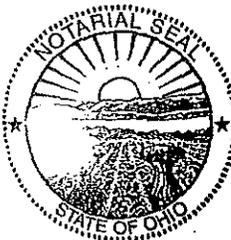
Carla Drayer  
AFFIANT

Subscribed and sworn to before me this 29<sup>th</sup> day of November 2021

Tyler Patterson  
(Notary Public),

Warren County.

My commission expires Sept. 5<sup>th</sup> 2024



Tyler Patterson  
Notary Public, State of Ohio  
My Commission Expires September 05, 2024

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-0020

Adopted Date January 04, 2022

ENTER INTO A CLASSROOM TRAINING AGREEMENT ON BEHALF OF  
OHIO MEANS JOBS WARREN COUNTY

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

Warren County Career Center  
3525 North State Route 48  
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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: c/a - OhioMeansJobs  
OhioMeansJobs (file)

## ***Classroom Training Agreement***

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Warren County Career Center, 3525 North State Route 48, Lebanon, Ohio 45036**, hereinafter referred to as "Contractor".

### **Purpose:**

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

### **Terms of the Agreement:**

This Agreement shall be effective upon execution by the Commissioners through June 30, 2023. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

### **Responsibilities of the Contractor:**

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

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

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

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

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

**Responsibilities of OMJWC:**

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

**General Provisions:**

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

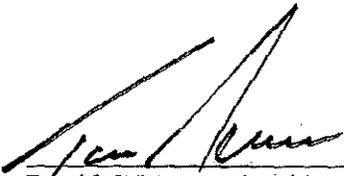
**Assurances and Certifications:**

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

*Signature Page*

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

**Warren County Board of Commissioners**



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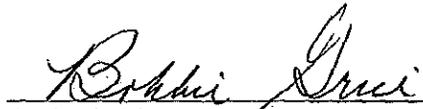
David G. Young, President

1-4-22

Date

Tom Grossmann

**Contractor**



---

Authorized Contractor Signature

12-16, 2021

Date

Bobbie Grice

Typed Name of Authorized Contractor

12-16, 2021

Date

**Approved as to form:**



---

Keith Anderson, Asst. Prosecutor

12-21-21

Date

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

*Number* 22-0021

*Adopted Date* January 04, 2022

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

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

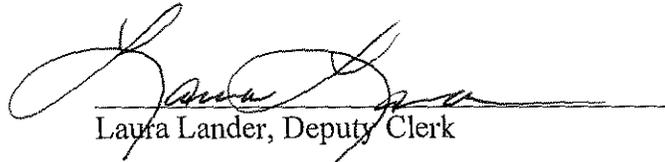
Warren County Career Center  
3525 North State Route 48  
Lebanon, Ohio 45036

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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

cc: c/a – OhioMeansJobs Warren County  
OhioMeansJobs (file)

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

This agreement is entered into by and between on this 4 day of 1, 202~~1~~<sup>2</sup>, 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 Career Center, 3525 OH-48, 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, 2023.

**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.

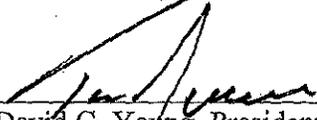
T. **GROUND FORS DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be 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 4  
day of January, 2022

**WARREN COUNTY BOARD OF COMMISSIONERS:**

  
\_\_\_\_\_  
David G. Young, President

Tom Grobmann

**WORKSITE:**

Warren County Career Center  
Worksite Name

  
\_\_\_\_\_  
Signature/Worksite Administrator

12/16/2021  
\_\_\_\_\_  
Date

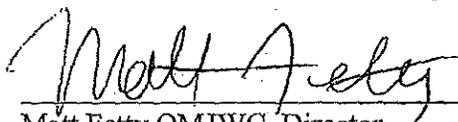
Superintendent  
\_\_\_\_\_  
Title of Worksite Administrator

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

12/20/21  
\_\_\_\_\_  
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: WCCC

Address: 3525 OH-48 Lebanon, OH 45036

Phone: 932-5677 E-mail \_\_\_\_\_

Agency Administrator: Rick Smith

Contact Person: Yvonne Kaszabowski

FEIN#: \_\_\_\_\_

II. Program Information: Work for the youth will begin at the worksite on or about 12/1/21 and continue until on or about 6/30/2023. 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	Interview Requested?
WCCC	Yvonne	10	14 plus	From: 7a To: 10pm	<input checked="" type="radio"/> Yes 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 Clerical
Worksite #2 Custodial
Worksite #3 Grounds
Worksite #4 Maintenance
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.

na

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.

[Handwritten signature]
Signature of Worksite Administrator/Title
[Handwritten signature]

12/16/21
Date
12/20/21

Matt Petty, 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 mower;
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 22-0022

Adopted Date January 04, 2022

ENTER INTO A WATERLINE & APPURTENANCES EASEMENT AGREEMENT WITH CORRIDOR 75 PARK, LTD FOR THE SOUTH UNION ROAD WATER MAIN EXTENSION PROJECT

WHEREAS, the Water and Sewer Department is constructing and upon completion will be operating and maintaining approximately 8,400 feet of water line extending along Union Road near the intersection of State Route 63 and extending southward to the intersection of Nickel Road; and

WHEREAS, this Board, on July 20, 2021, adopted Resolution 21-0970 determined that it is necessary for the public health, safety and/or general welfare of the citizens of Warren County and others, to obtain or acquire easements for the South Union Road Water Main Extension Project, that does not include a blighted parcel or part of a blighted area or slum; and

WHEREAS, specifically the following properties have been identified to enter into an easement agreement with the County:

Parcel #	Owner
11-05-300-018	Corridor 75 Park, LTD

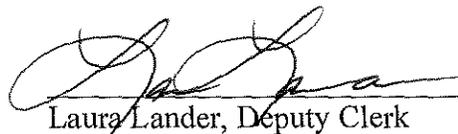
NOW THEREFORE BE IT RESOLVED, to enter into easement agreement with Corridor 75 Park, LTD for permanent easements on parcels located along the water main line alignment. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

cc: c/a—Corridor 75 Park, LTD  
Easement file  
Water/Sewer (file)  
Recorder (certified)

Grantor: Corridor 75 Park, Ltd., an Ohio LLC  
Property Address: Gateway Blvd., Monroe, OH 45050  
Parcel Number: 11-05-300-018- Pt.

**EASEMENT & AGREEMENT FOR  
WATERLINE & APPURTENANCES**

**THIS EASEMENT & AGREEMENT** is entered into on the dates stated below by **Corridor 75 Park, Ltd.**, an Ohio limited liability company, whose tax mailing address is 4901 Hunt Road, Suite 300, Cincinnati, OH 45242 (the "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (the "Grantee").

The Purpose of this Easement & Agreement is to permit the construction of waterlines and related water transfer equipment for the benefit of Warren County's South Union Road Water Main Extension Project, the necessity of which has been determined by Grantee's Resolution No. 21-0970, dated July 20, 2021.

**WITNESSETH**, that Grantor for and in consideration of ONE DOLLAR (\$ 1.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, a perpetual easement in, on, over, under, through, across and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" (the "Easement Area") attached hereto and made a part hereof for the limited purpose of constructing and maintaining waterlines and below ground equipment relate to water transmission in such area (the "Easement").

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- 1) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property; and,
- 2) none.

The real property subject to the Easement is part of a parcel located in the Monroe, Warren County, Ohio, consisting of 51.443 acres, and being the same premises described in a document recorded O.R. Vol. 4682, Page 867 and O.R. Vol. 4702, Page 655, and O.R. Vol. 1226, page 23, of the Warren County, Ohio Recorder's Office, but the Easement is located on and limited to only that part of the above referenced real estate as particularly described on Exhibit "A" and illustrated on Exhibit "B".

The said permanent easement shall be subject to the following rights, restrictions, covenants, and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, a waterline and all necessary related above and below ground equipment for transmission of water necessary to the operation thereof, together with the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the Easement Area which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or repairs of said waterline and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein.

2. The right of the Grantee, its employees, or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under, through, across and above the said Easement Area as may be necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement, and removal thereafter. In event it is necessary for the Grantee to re-enter upon the Easement Area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than existed prior to Grantee re-entering

onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.

3. The Grantee shall have a permanent right of entry in, on, over, under, through, across and above the Easement Area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement, or restoration of said waterline and all necessary related above and below ground appurtenances, and such route of access shall be the minimum width necessary and to be located as to cause minimum inconvenience or damage to Grantors. Grantee shall use commercially reasonable efforts to minimize any interference with Grantor's land and improvements, whether in the Easement Area or otherwise.

4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the Easement Area. However, Grantor shall have the right to use the land within the limits of said permanent easement in a manner not inconsistent with the rights conveyed to the Grantee.

5. Grantee shall cause all costs and expenses related to its use of the Easement and Easement Area to be promptly paid prior to delinquency thereof, and Grantee shall be solely responsible for any and all mechanic's liens and other costs and expenses relating to Grantee's use of the Easement, or the rights granted in this Agreement.

The permanent easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity, unless otherwise provided herein.

Grantor shall have the right to repurchase the permanent easement interest for ONE DOLLAR (\$1.00), in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (a) the prior owner declines to repurchase the property; (b) the prior owner fails to repurchase the property within sixty (60) days after the public agency offers the property for repurchase; (c) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (d) the public agency grants or transfers the property to any other person or agency; or, (e) five (5) years have passed since the property was appropriated; and, (F) Prior to filing the petition for

appropriation, the appropriated property was a blighted parcel, and the prior owner contributed to the blight. The Grantor's right of repurchase is not assignable, nor does it run with the land.

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

Grantor covenants with Grantee, its successors, and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, subject matters of record and matters that would be reflected in an accurate survey, that it has good right and full power to grant the easements rights provided for herein and will defend the same against all others in favor of Grantee.

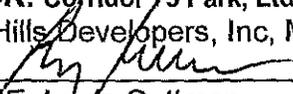
This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes hereunder shall exclusively be the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of this Agreement in any other state or federal court.

**GRANTOR:**

**IN EXECUTION WHEREOF**, Louis Guttman, President of Hills Developers, Inc, the duly authorized Manager of **Corridor 75 Park Ltd.**, an **Ohio limited liability company**, has set his/her hands to this instrument on the date stated below, in accordance with a company resolution, consent action or operating agreement.

**GRANTOR: Corridor 75 Park, Ltd.**, an Ohio limited liability company

By: Hills Developers, Inc, Manager

By: 

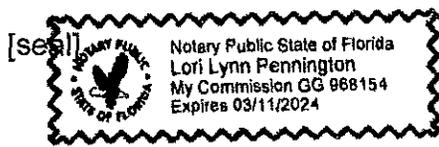
NAME: Louis Guttman

TITLE: President

DATE: December 21, 2021

STATE OF Florida, COUNTY OF Palm Beach ss:

BE IT REMEMBERED, that on the 22 day of December, 2021, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be **Louis Guttman**, whose title is President, of Hills Developers, Inc, Manager of **Corridor 75 Park, Ltd., an Ohio limited liability company**, whose name is subscribed hereto and he (she) executed the forgoing instrument, and acknowledged the signing and execution of said instrument is his (her) free and voluntary act and deed as its authorized representative for the uses and purposes stated in this instrument.



Notary Public: Lori Pennington  
My Commission Expires: 03/11/2024

**GRANTEE:**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by Tom Grossmann, its President or Vice-President, on the date stated below, pursuant to Resolution Number 22-0022, dated 1-4-22.

**WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**

Signature: [Signature]  
Printed Name: Tom Grossmann  
Title: President  
Date: 1-4-22

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 4 day of January, 2022, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be \_\_\_\_\_, whose title is **President or Vice-President** of the **Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed.

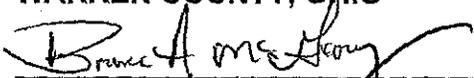


CRYSTAL LYNN POWELL  
NOTARY PUBLIC - STATE OF OHIO  
Comm. No. 2021-RE-834386  
My Commission Expires July 15, 2026

Notary Public: Krystal Lynn Powell  
My Commission Expires: July 15, 2026

Prepared and approved by:

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



By: Bruce A. McGary, Assistant Prosecutor

Date: 12/28/21

## EXHIBIT "A"

### Water Line Easement

Situated in the County of Warren, State of Ohio, Township of Turtlecreek, City of Monroe, and in Section 5, T3E, R3N and being part of a 51.443 acre tract of land, as conveyed to Corridor 75 Park Ltd., by deed recorded in Document Number 2015-013653 of the Official Records of Warren County, Ohio.

Commencing from a found iron pin located at the intersection of an southerly line of said 51.443 acre tract with the southerly Right-of-Way line of S. Union Rd., thence along said southerly line N  $60^{\circ}57'56''$  E a distance of 30.00 feet to the northerly Right-of-Way line of S. Union Rd., and the **TRUE POINT OF BEGINNING** of the herein described water line easement;

Thence leaving said southerly line and along said northerly Right-of-Way line N  $28^{\circ}08'50''$  W a distance of 43.70 feet to a point;

Thence continuing along said northerly Right-of-Way line N  $29^{\circ}04'53''$  W a distance of 191.17 feet to a northerly line of said 51.443 acre tract;

Thence leaving said northerly Right-of-Way line and along the northerly line of said 51.443 acre tract S  $84^{\circ}56'47''$  E a distance of 18.12 feet to a point;

Thence leaving the northerly line of said 51.443 acre tract and running parallel with the northerly Right-of-Way line of S. Union Rd. S  $29^{\circ}04'53''$  E a distance of 181.13 feet to a point;

Thence S  $28^{\circ}08'50''$  E a distance of 43.59 feet to said southerly line of the 51.443 acre tract;

Thence along said easterly line S  $60^{\circ}57'56''$  W a distance of 15.00 feet and returning to the **POINT OF BEGINNING**, containing 0.0791 acres, more or less, subject to all easement, restrictions, conditions and legal highways of record pertaining to the parent tract.

This description is based on a field survey made in March 2020 and is **further shown on attached Exhibit B**".

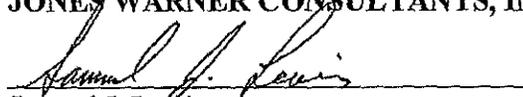
In addition to the above described water line easement, a temporary construction easement, ten (10) foot in width, is provided for the purpose of constructing said water main, shown graphically on attached Exhibit B. This temporary construction easement shall expire one (1) year after completion of said water main construction.

The above described water main easement and temporary construction easements are wholly

contained within Warren County, Ohio Parcel Identification Number: 11-05-300-0184 as assigned by the Warren County Ohio Auditor and is outside of the present road right-of-way.

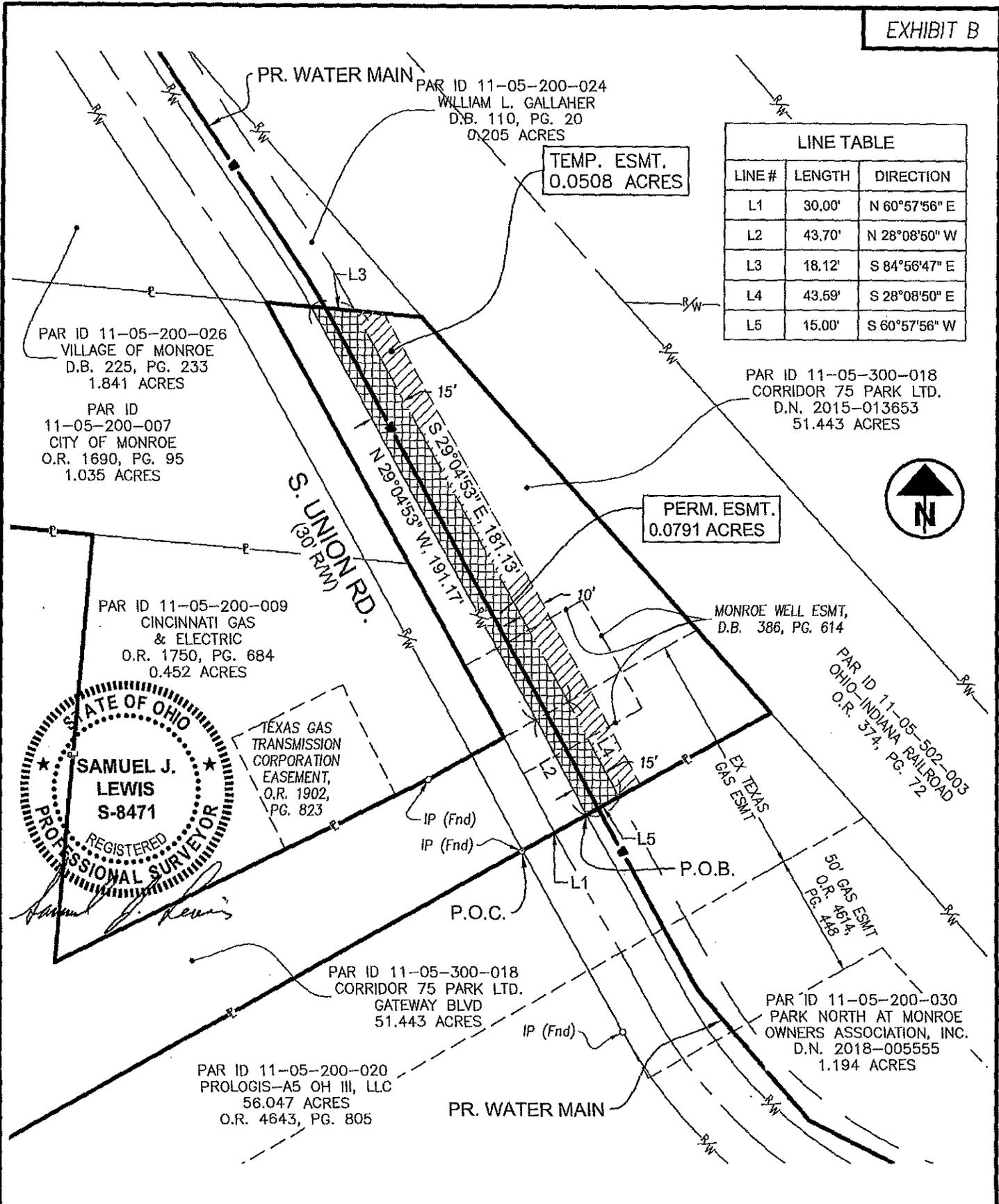
The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone (NAD83).

**JONES WARNER CONSULTANTS, INC.**



Samuel J. Lewis

Ohio Registered Land Surveyor No. 8471



LINE #	LENGTH	DIRECTION
L1	30.00'	N 60°57'56" E
L2	43.70'	N 28°08'50" W
L3	18.12'	S 84°58'47" E
L4	43.69'	S 28°08'50" E
L5	15.00'	S 60°57'56" W

TEMP. ESMT.  
0.0508 ACRES

PERM. ESMT.  
0.0791 ACRES



PR. WATER MAIN

PAR ID 11-05-200-024  
WILLIAM L. GALLAHER  
D.B. 110, PG. 20  
0.205 ACRES

PAR ID 11-05-200-026  
VILLAGE OF MONROE  
D.B. 225, PG. 233  
1.841 ACRES

PAR ID  
11-05-200-007  
CITY OF MONROE  
O.R. 1690, PG. 95  
1.035 ACRES

PAR ID 11-05-200-009  
CINCINNATI GAS  
& ELECTRIC  
O.R. 1750, PG. 684  
0.452 ACRES

PAR ID 11-05-200-030  
PARK NORTH AT MONROE  
OWNERS ASSOCIATION, INC.  
D.N. 2018-005555  
1.194 ACRES

PAR ID 11-05-300-018  
CORRIDOR 75 PARK LTD.  
D.N. 2015-013653  
51.443 ACRES

PAR ID 11-05-502-003  
OHIO-INDIANA RAILROAD  
O.R. 374, PG. 72

PAR ID 11-05-200-020  
PROLOGIS-A5 OH III, LLC  
56.047 ACRES  
O.R. 4643, PG. 805

TEXAS GAS  
TRANSMISSION  
CORPORATION  
EASEMENT,  
O.R. 1902,  
PG. 823

MONROE WELL ESMT,  
D.B. 386, PG. 614

EX. TEXAS  
GAS ESMT

50' GAS ESMT  
O.R. 4614,  
PG. 446



S. UNION RD.  
(30' R/W)

P.O.C.  
P.O.B.IP (Fnd)

WARREN COUNTY OHIO BOARD OF COUNTY COMMISSIONERS

PID: 11-05-300-018  
CORRIDOR 75 PARK LTD.

SCALE:  
1" = 50'

DATE:  
1/29/2021

**JONES WARNER CONSULTANTS, INC.**  
CONSULTING ENGINEERS  
8401 CLAUDE THOMAS RD., SUITE 51  
FRANKLIN, OHIO 45005  
PH: (855) 704-5924 FAX: (937) 704-9949  
EMAIL: JWC@joneswarner.com  
VISIT US AT: www.joneswarner.com

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

**Resolution**

Number 22-0023

Adopted Date January 04, 2022

APPROVE THE FISCAL AGENT EXPENDITURE OF WIOA FUNDS ALONG WITH BRN GRANT FOR THE PROFESSIONAL SERVICE AGREEMENT BETWEEN DIMALANTA DESIGN GROUP AND THE WORKFORCE DEVELOPMENT BOARD OF OHIO'S 12<sup>TH</sup> LOCAL WORKFORCE DEVELOPMENT AREA

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

WHEREAS, the Fiscal Agent was able to receive WIOA and BRN Grant funds on behalf of the area's Chief Elected Officials (CEO); and

WHEREAS, the Local Workforce Development Board's Executive Director (Interim) executes the functions of the local WDB, as outlined in section 107(d) of WIOA and 20 C.F.R. 679.370, which includes awarding contracts and agreements for the activities of the local WDB;

WHEREAS, the WDB's Executive Director (Interim) has contracted with Dimalanta Design Group for outreach and engagement services for the local workforce development area, effective January 1, 2022, through June 30, 2023.

NOW THEREFORE BE IT RESOLVED that the Board of Warren County Commissioners does hereby approve its Fiscal Agent's expenditure of WIOA and BRN Grant funds to honor this contract, in accordance with Office of Management and Budget (OMB) circulars, WIOA and corresponding federal regulations and State policies. A copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: c/a – Dimalanta Design Group  
Area 12 Workforce Development Board (file)

## CONSULTANT AGREEMENT

This Contract is made and entered into by and between The WORKFORCE DEVELOPMENT BOARD OF BUTLER/CLERMONT/WARREN, hereinafter referred to as WIBBCW, with its principal place of business located at 406 Justice Drive, Lebanon, Ohio 45036 and the DIMALANTA DESIGN GROUP with its principal place of business located at 4555 Lake Forest Dr Ste 650 Cincinnati, OH 45208, (hereinafter referred to as the "Contractor" and collectively as "the Parties" to begin this 1<sup>st</sup> day of January 2022.

WHEREAS, the WIBBCW has sought quotes for the provision of outreach services in accordance with its procurement policies; and

WHEREAS, the Contractor was one of two ( 2 ) quotes received and was determined to be the most responsive quote because of their history and expertise in the area of workforce outreach services; and

WHEREAS, the WIBBCW desires to engage the Contractor to provide outreach services for the local workforce area to employers and jobseekers in connection and Contractor is willing to provide such services to the WIBBCW;

NOW, THEREFORE, the Parties hereby agree as follows:

### **1. Engagement and Services**

(a) **Engagement.** WIBBCW hereby engages the Contractor to provide and perform the services set forth in Exhibit A attached hereto (the "Services"), and the Contractor hereby accepts the engagement.

(b) **Standard of Services.** All Services to be provided by Contractor shall be performed with promptness and diligence in a professional manner and at a level of proficiency to be expected of a consultant with the background and experience that Contractor has represented it has. WIBBCW shall provide access to its County OhioMeansJobs directors, and program information, as may be reasonably required in order to allow for Contractor to perform the services described in Exhibit A.

(c) **Representation and Warranty.** Contractor represents and warrants to that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or which will interfere with the performance of the Services.

(d) Contractor agrees to perform projects and tasks not listed in EXHIBIT A in place of a projector task listed upon the request of the WIBBCW.

(e) Contractor agrees to properly research as needed in the provision of its services, marketing materials, logo designs, and on-site graphics.

## **2. Period for Performance**

(a) **Commencement and Renewal.** This Agreement shall commence on the Effective Date and shall remain in effect through July 30, 2023. The WIBBCW reserves the right to extend this agreement for one (1) one additional year at the discretion of WIBBCW governing boards. No services provided prior to the commencement date shall be covered under the terms of this contract.

### **(b) Termination.**

- (i) This Agreement may be terminated by either Party for convenience by giving the other party thirty (30) calendar days written notice of such termination.
- (ii) This Agreement may be terminated in the event of a violation of the terms of this Agreement by either Party which the Party has failed to cure within five (5) business days after receipt of written notice by the other Party.
- (iii) This Agreement may be terminated in the event of (1) the death or physical or mental incapacity of Contractor or any key person performing services on its behalf as a result of which Contractor or such key person becomes unable to continue the proper performance of the contracted services, (2) an act of gross negligence or wilful misconduct of a Party, or (3) the insolvency, liquidation or bankruptcy of a Party.

(c) In the event of the occurrence of an action as described in paragraph 2(b) above this Agreement may be immediately terminated upon receipt of written notice which shall be deemed to have been delivered if hand delivered or dispatched by electronic facsimile transmission (with receipt thereof confirmed electronically), or one business day after having been sent for next-day delivery by a nationally recognized overnight courier service, addressed to the Contractor at the address shown in the introductory paragraph of this Agreement.

(d) **Effect of Termination.** Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

(e) In the event of termination Contractor shall be paid through the date of termination.

**3. Consultant Fee and Expenses**

(a) Fee. In consideration of the Services to be rendered hereunder WIBBCW shall pay Contractor Six Thousand Two Hundred and Fifty Dollars a month \$6,250 a month for a not to exceed total fee of One Hundred Twelve Thousand Five Hundred dollars (\$112,500) for the eighteen month period of January 1, 2022 through June 30, 2023 for the services to be provided as described in EXHIBIT A.

(c) Payment. The Contractor shall submit a monthly invoice to WIBBCW detailing the Services performed during the preceding month and the amount due. The invoice shall include the hourly rate of staff providing services and the number of hours devoted to this Contract. The Executive Director will review monthly invoices to verify the deliverables and may adjust invoice dependent upon deliverables being met. Invoices will be processed for payment once Executive Director approves deliverables. To the extent that the hours and hourly rate do not total Six Thousand Two Hundred and Fifty Dollars a month \$6,250, Contractor shall be paid for actual time reported. Contractor shall not incur billings for hours in excess of a rate totalling Six Thousand Two Hundred and Fifty Dollars a month \$6,250 without written approval from the WIBBCW Executive Director.

All such invoices shall be due and payable within thirty days by WIBBCW.

**4. Work Product and License**

(a) Defined. In this Agreement the term "Work Product" shall mean all work product generated by Contractor solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, material, drawings, contact lists, program schedules, and other documents assembled in organizing and delivering the products and services contracted for under this Agreement.

(b) Ownership. Contractor does hereby assign to WIBBCW all right, title and interest in and to the Work Products. All Work Product shall be the sole and exclusive property of the WIBBCW and Contractor will not have any rights of any kind whatsoever in such Work Products.

**5. Interference with Business**

Non-Competition. During the term of this Agreement, Contractor will engage in no business or other activities which are, directly or indirectly, competitive with the WIBBCW programs and services without obtaining the prior written consent of the WIBBCW.

**6. Indemnification**

Contractor shall at all times hereafter indemnify, hold harmless and, at WIBBCW's option, defend or pay for an attorney selected by the Warren County Attorney to defend WIBBCW, the Consortium of Elected Officials its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs, and expenses, caused by a negligent act or omission of Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the WIBBCW any sums due Contractor under this Agreement may be retained by the WIBBCW until all of WIBBCW's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to special fees, markups or interest payments on the part of WIBBCW.

**7. Insurance**

(a) Contractor shall maintain at its sole expense liability insurance covering the performance of the services by Contractor. Such insurance coverage shall have limits and terms reasonably satisfactory to WIBBCW, and WIBBCW may require Contractor to provide WIBBCW with a certificate of insurance evidencing such coverage.

(b) The policy or policies of insurance required by this Agreement must be issued by an insurer licensed to do business in the State of Ohio. If the carrier is a non-admitted carrier in the State of Ohio, WIBBCW retains the right to approve or reject the carrier after a review of the company's performance and financial ratings. The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as applicable to this project as set forth below:

Coverage	Minimum Limits
Commercial General Liability to include Broad Form Property Damage Endorsement and Contractual Liability	\$1,000,000 combined single limit per occurrence \$2,000,000 Aggregate
Workers' Compensation	Statutory
Employer Practices Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000
Fidelity /Crime/Honesty Bond	\$ 2,000,000.00

(c) WIBBCW shall retain the right at any time to review the coverage, form and amount of the insurance required hereby (as described above). If, in the opinion of WIBBCW, the insurance provisions in this Agreement do not provide adequate protection for WIBBCW, WIBBCW may, by providing Contractor at least sixty (60) days written notice, require Contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection. WIBBCW requirements shall be reasonable and shall be designed to assure protection from and against the kind and extent of risks which actually exist at the time a change in insurance is required.

(d) Each insurance policy required by this Agreement shall be endorsed to provide for the following:

- (i) Insurance shall not be changed, canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to WIBBCW. If a 30-day notice of cancellation endorsement is not received, the cancellation clause must include language as follows:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED.

- A. As respects operations of the named insured performed on behalf of WIBBCW, WIBBCW will be added as additional insured except for Workers' Compensation/Employers' Liability and Professional Liability. (Endorsement must be attached to Certificate of Insurance).
- B. It is agreed that any insurance maintained by WIBBCW will apply in excess of, and not contribute with the insurance provided under this contract.
- C. Contractor agrees to maintain Professional Liability Insurance, as appropriate, for a period of two years following completion of this Agreement.

#### B. Independent Contractor

The Contractor agrees that all Services will be rendered by it as an independent contractor and that this Agreement does not create an employer-employee or agency relationship between Contractor and WIBBCW. Neither party shall have authority to make purchases, create expense or make any obligation on behalf of the other party, beyond what is specifically provided in this Agreement.

**9. Force Majeure**

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.

**10. Assignment**

The services to be performed by Contractor hereunder are personal in nature, and WIBBCW has engaged Contractor as a result of Contractor's expertise relating to such Services. Contractor, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without WIBBCW's prior written consent.

**11. Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Jurisdiction and venue with respect to any dispute shall be, Lebanon, Ohio.

**12. Miscellaneous**

(a) Provisions of this Agreement, which by their terms extend beyond the termination or non-renewal of this Agreement will remain effective after termination or non-renewal.

(b) This Agreement and the exhibits attached to it contain the entire understanding between the parties and no provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.

(c) Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law (or may not be given full effect because of such law), no other provision that can operate without the conflicting provision or clause will be affected.

(d) In the discharge of Contractor's duties, Contractor agrees to adhere to all federal and state equal employment opportunity laws as applicable.

(e) All powers not explicitly vested in the Contractor by this Agreement will remain with WIBBCW.

(f) The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

(g) Any notice or other communication shall be deemed to have been delivered if hand delivered or dispatched by electronic facsimile transmission (with receipt thereof confirmed electronically), or one business day after having been sent for next-day delivery by a nationally recognized overnight courier service, addressed to the Contractor at the address shown in the introductory paragraph of this Agreement.

(h) Contractor certifies that it is in compliance with the Drug Free Workplace Act of 1988 and all state and federal implementing regulations.

(i) Contractor warrants that it is licensed to do business in the State of Ohio as an Ohio corporation and has duly filed all appropriate documents with the State of Ohio and is licensed to do business in the County in Ohio in which Contractor offices are located.

(j) In general Contractor shall keep copies of all records, accounts, and documents pertaining to the operation of this Agreement or any amendment hereto for not less than five (5) years following the expiration of this Agreement. However, if any audit, claim, litigation, negotiation or other action involving this Agreement or amendment hereto has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

(k) Contractor warrants that they have not employed any person to solicit or secure this agreement through any agreement for a commission, percentage, brokerage, or contingent fee. Contractor agrees and understands that no officer, employee or agent of the Contractor shall tender, or solicit gratuities, favors or anything of monetary value from any actual or potential sub-contractor or employer or from any staff person or elected official connected with WIBBCW or its governing boards. Breach of this warranty shall give WIBBCW the right to terminate this Agreement, or, at its discretion to deduct from the Contractor's fee the amount of such commission, percentage, brokerage, or contingent fee.

(l) Any amendment of this Agreement must refer to this Agreement and be attached hereto and made a part of the contracting file(s), documents and papers. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by WIBBCW and Contractor.

(m) Either party may, before or during the conduct of services, request changes in the scope of services to be performed under this contract. Such changes, including any increase or decrease in the services to be rendered or in the amount of Contractor's compensation, which are mutually agreed upon and in writing by and between WIBBCW and the Contractor, shall be incorporated by written amendments into this Agreement.

**13. General**

This Agreement constitutes the entire agreement of the Parties and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized by the Parties. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf of  
WIBBCW

By: Becky Ehling  
Name: Becky Ehling  
Title: Executive Director (Interim)

Date: 12-23-21

Signed for and on behalf of  
Dimalanta Design Group

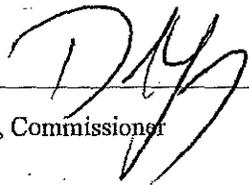
By: [Signature]  
Name: Ernie Dimalanta  
Title: Owner

Date: 12/23/2021

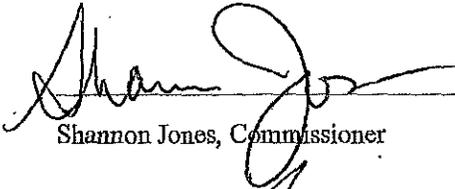
**FISCAL AGENT EXECUTION**

The Warren County Board of County Commissioners executes this agreement in its capacity as Fiscal Agent as agreed and memorialized in paragraph IV(a) of the Area 12 Intergovernmental Agreement between Butler, Warren, and Clinton counties. As Fiscal Agent, Warren County Board of County Commissioners is not responsible for performance of any aspect to this agreement nor bound by its terms.

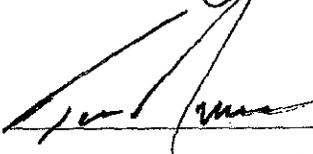
**Warren County Board of County Commissioners**

  
\_\_\_\_\_

David Young, Commissioner

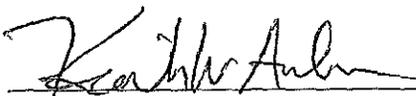
  
\_\_\_\_\_

Shannon Jones, Commissioner

  
\_\_\_\_\_

Thomas Grossman, Commissioner

**Approved as to form:**

  
\_\_\_\_\_

Warren County Prosecuting Attorney

SCOPE OF SERVICES  
EXHIBIT A

**A. General Requirements**

1. During month one of this Contract:
  - a. Contractor shall familiarize themselves with the WIBBCW their staff, the workforce area OMJ System Operators, the workforce area's one-stop partners and stakeholders.
  - b. Contractor and the WIBBCW shall agree on the goals and objectives to be realized as a result of this Contract.
  - c. Contractor shall triage any immediate communications needs.
  - d. Contractor shall review existing communications plans, including crisis communications plans, including:
    - i. COVID-related economic, labor force and/or workforce development solutions; immediately available to businesses, employers and workforce residents;
    - ii. Outreach to the area's unemployment insurance (UI) recipients (specifically, COVID-era UI recipients), to motivate their awareness of and engagement in the area OMJ's employment-related programs and services;
    - iii. Ensuring area employers and workforce residents are aware of what Advisory Color the state's Public Health Advisory System has given each of our three counties, and how each OMJ Center is responding to the county Advisory:
      - i. Emergency orders from the governor;
      - ii. Localizing the State's Awareness Campaign and materials to drive traffic to our OMJ One-Stops and
      - iii. The Office of Workforce Development (OWD)'s Map of OMJ Center Status and how each OMJ Center is identifying its center's Status Level;
  - e. Contractor shall review existing communications measurement tools and systems.
  - f. Contractor shall determine an appropriate and effective measurement system for communications efforts.
  - g. Contractor shall conduct a brand audit and strategic needs analysis.

- h. Contractor shall develop employer and job seeker profiles.
  - i. Contractor shall review and recommend key messages and strategic initiatives.
- 2. Contractor shall perform Continuous Quality Improvement and maintenance on the following previously completed project/tasks:**
- a. BCWorkforce.com
  - b. COVID-19/Coronavirus Info, Alerts & Updates
  - c. E-Blasts to the WIBBCW workforce area workforce residents, especially UI claimants and OMJ enrolled members
- 3. Projects that are anticipated to require monthly attention include:**
- a. Delivering measurement reports for communications efforts.
  - b. Managing and maintaining daily social media for the WIBBCW workforce area and the OMJ One-Stop System
  - c. Drafting weekly columns for the workforce area.
  - d. Drafting four (4) BEST Monthly columns one per quarter over the course of the year.
  - e. Preparing the WIBBCW Executive Director for interviews with media.
  - f. Drafting and distributing press releases.
  - g. Tracking media clips.
  - h. Generating board reports, and BCWorkforce in the News emails.
  - i. Handling media inquiries.
  - j. Managing on-going events, such as Business & Employer Solutions Team Events, Workforce Development Month, Manufacturing Month, Apprenticeship Week/Month, Hire a Vet Month, Summer Jobs Registration, In-Demand Jobs Week, and Disability Employment Month.
  - k. Deliver special events, projects and programs that require communications support.
  - l. Attending WIBBCW and OMJ Operations Meetings, as well as Committee and Solutions Group meetings, as requested.
- 4. Proposer shall provide a project plan for delivery of the following projects:**

- a. Completing a "Decision Tree" as a BCWorkforce.com community-based service.
- b. Developing a cooperative marketing program.
- c. Coordination and development of a Quarterly and Annual Report.
- d. Planning Special Events such as an annual WIBCW Board Meeting & Awards event
- e. Ad-hoc BCWorkforce or special grant program communications.

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

# Resolution

Number 22-0024

Adopted Date January 04, 2022

APPROVE AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES AGREEMENT WITH WORKING PARTNERS SYSTEMS, INC AND THE WORKFORCE DEVELOPMENT BOARD OF OHIO'S 12<sup>TH</sup> LOCAL WORKFORCE DEVELOPMENT AREA

WHEREAS, pursuant to Resolution 21-1125, WIBBCW entered into a Professional Service Agreement with Working Partners Systems, Inc. to provide Professional Services for the Area 12 Workforce Development Board; and

WHEREAS, By Resolution 12-1617 the Board of County Commissioners and Working Partners mutually agree to amend said services as outlined in Attachment A, Scope of Work Change Order; and

WHEREAS, the Board of County Commissioners and Working Partners mutually agree to amend the said services for a project delivery date of March 31, 2022, as outlined in in Attachment A, Change Order/Agreement to update Statement of Work 12/06/2021

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners, on behalf of the Area 12 Workforce Development Board, does hereby approve the amendment to the contract between BCW/Workforce and Working Partner's 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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

Cc: c/a – Working Partners Systems, Inc  
Area 12 Workforce Development Board (file)



**Area 12 Workforce Development Board**  
**Change Order/Agreement to update Statement of Work**  
**12/06/2021**

This Change Order is made effective by and between *Working Partners®* and the Workforce Investment Board | Butler-Clermont-Warren. This Change Order shall be conducted according to the provisions set forth and include those provisions from the Statement of Work signed on October 7, 2020.

There will be **NO COST ADJUSTMENT** associated with this change order.

**ADJUSTED DELIVERABLE**

<b>IV. 1:1 Policy Development</b> <i>Projected delivery November 2021 – December 2022 January 2022 – March 2022</i>	
<b>GOALS:</b>	
<ol style="list-style-type: none"> <li>Educate employers on current drug issues impacting business operations</li> <li>Address operational issues related to running an efficient and effective DFWP program</li> <li>Review DFWP best practices</li> <li>Educate employers about addiction, stigma and best-practice second chance operations</li> <li>Customize legally-sound DFWP policy documents for each participating company</li> <li>Provide DFWP technical assistance (via telephone) to each company for one year following the workshop</li> </ol>	
<i>Working Partners® Deliverables</i>	<i>Board Responsibilities</i>
<ol style="list-style-type: none"> <li>1:1 telephone consultation (up to 4 hours per company) with each business (up to 5 businesses total) to provide education and customize DFWP policy documents</li> <li>Customized and legally-sound DFWP documents for up to 5 companies, co-authored by the law firm Littler-Mendelson, the largest U.S.-based law firm exclusively devoted to representing management in employment, employee benefits and labor law matters</li> <li>Handouts and resources for participants</li> <li>1 year of one-on-one technical assistance and troubleshooting to each participating organization via a consortium membership</li> </ol>	<ol style="list-style-type: none"> <li>Partner with local employer-centered organizations (e.g., chambers of commerce, economic development, community colleges, etc.) to promote opportunity to companies</li> </ol>



**ADJUSTED DELIVERABLE**

<p style="text-align: center;"><b>VI. New 25 – 30-minute Course for Job Seekers Entering a Drug-Free Workplace</b>  <b>Projected Delivery in <del>December 2021</del> March 2022</b>  <b>Work Made for Hire</b></p>	
<p><b>GOALS:</b></p> <ol style="list-style-type: none"> <li>1. Educate job seekers about substance misuse and substance use disorder</li> <li>2. Prepare job seekers for applying to and working in a drug-free workplace</li> <li>3. Linking job seekers to helping resources as needed</li> </ol>	
Working Partners® Deliverables	Board Responsibilities
<p>1. Same script to use in developing welcome video            2. Alpha version of course for feedback            3. Beta version of course for feedback            4. Zip file of finished product for integration into the client’s designated website (i.e., 25 – 30-minute course with downloadable resources)</p> <p><i>*Licenses for licensed assets (e.g., stock graphics, music, professional voice over recordings) do not transfer to Client</i></p> <p><b>NOTES:</b></p> <ul style="list-style-type: none"> <li>• Credits to Working Partners® will appear in final course and credits</li> <li>• Closed captioning is not included in this list of deliverables. If closed captioning is needed, additional costs will be quoted.</li> </ul>	<ol style="list-style-type: none"> <li>1. Identify primary point of contact who will take responsibility for tasks (e.g., gather and compile course feedback during development)</li> <li>2. Provide email address and website address for “contact us” section of course</li> <li>3. Appropriate sponsor/funder logos and branding specifications</li> <li>4. Create welcome video to post with course</li> <li>5. Provide input on welcome script for introduction to course</li> <li>6. Provide feedback as requested within pre-determined timeframe (e.g., selection of voiceover talent, script, alpha and beta versions of the course)</li> </ol> <p><i>Additional comments may be added, but core script must be read to match onscreen verbiage/images in course.</i></p>

For Workforce Investment Board | Butler-Clermont-Warren  
 Date: 12-7-21  
 Name (Please Print): Becky Ehling - Executive Director (Interim)  
 Signature:

For Working Partners®:  
 Date: 12/7/21  
 Name (Please Print): JAMES DIEHM - OPERATIONS MANAGER  
 Signature:



**ADJUSTED DELIVERABLE**

**VI. New 25 – 30-minute Course for Job Seekers Entering a Drug-Free Workplace  
Projected Delivery in December 2021 March 2022  
Work Made for Hire**

**GOALS:**

1. Educate job seekers about substance misuse and substance use disorder
2. Prepare job seekers for applying to and working in a drug-free workplace
3. Linking job seekers to helping resources as needed

<i>Working Partners® Deliverables</i>	<i>Board Responsibilities</i>
<ol style="list-style-type: none"> <li>1. Same script to use in developing welcome video</li> <li>2. Alpha version of course for feedback</li> <li>3. Beta version of course for feedback</li> <li>4. Zip file of finished product for integration into the client's designated website (i.e., 25 – 30-minute course with downloadable resources)</li> </ol> <p><i>*Licenses for licensed assets (e.g., stock graphics, music, professional voice over recordings) do not transfer to Client</i></p> <p><b>NOTES:</b></p> <ul style="list-style-type: none"> <li>• <i>Credits to Working Partners® will appear in final course and credits</i></li> <li>• <i>Closed captioning is not included in this list of deliverables. If closed captioning is needed, additional costs will be quoted.</i></li> </ul>	<ol style="list-style-type: none"> <li>1. Identify primary point of contact who will take responsibility for tasks (e.g., gather and compile course feedback during development)</li> <li>2. Provide email address and website address for "contact us" section of course</li> <li>3. Appropriate sponsor/funder logos and branding specifications</li> <li>4. Create welcome video to post with course</li> <li>5. Provide input on welcome script for introduction to course</li> <li>6. Provide feedback as requested within pre-determined timeframe (e.g., selection of voiceover talent, script, alpha and beta versions of the course)</li> </ol> <p><i>Additional comments may be added, but core script must be read to match anscreen verbiage/images in course.</i></p>

For Workforce Investment Board | Butler-Clermont-Warren

Date: 12-7-21

Name (Please Print): Becky Ehling - Executive Director (Interim)

Signature: *Becky Ehling*

For Working Partners®:

Date: \_\_\_\_\_

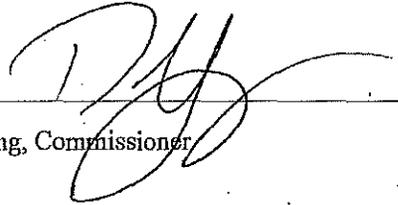
Name (Please Print): \_\_\_\_\_

Signature: \_\_\_\_\_

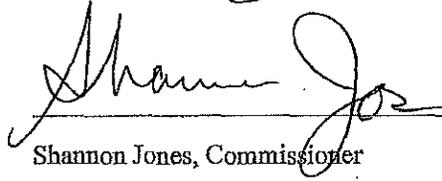
**FISCAL AGENT EXECUTION**

The Warren County Board of County Commissioners executes this agreement in its capacity as Fiscal Agent as agreed and memorialized in paragraph IV(a) of the Area 12 Intergovernmental Agreement between Butler, Warren, and Clinton counties. As Fiscal Agent, Warren County Board of County Commissioners is not responsible for performance of any aspect to this agreement nor bound by its terms.

Warren County Board of County Commissioners

Handwritten signature of David Young in black ink, written over a horizontal line.

David Young, Commissioner

Handwritten signature of Shannon Jones in black ink, written over a horizontal line.

Shannon Jones, Commissioner

Handwritten signature of Thomas Grossman in black ink, written over a horizontal line.

Thomas Grossman, Commissioner

Approved as to form:

Handwritten signature of Keith A. Aulo in black ink, written over a horizontal line.

Warren County Prosecuting Attorney

# Resolution

Number 22-0025

Adopted Date January 04, 2022

## ACKNOWLEDGE APPROVAL OF FINANCIAL TRANSACTIONS

WHEREAS, pursuant to Resolutions #10-0948 and #16-1936, this Board authorized approval of necessary financial documents in their absence by the County Administrator, Deputy County Administrator, or Clerk of Commissioners; and

WHEREAS, it is necessary to approve appropriation adjustments in order to make timely payments; and

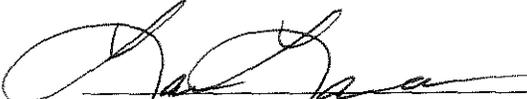
NOW THEREFORE BE IT RESOLVED, to acknowledge approval of financial transactions as attached hereto and made a part hereof.

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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

/tao

- cc: Auditor ✓
- Appropriation Adjustment file
- Supplemental App. file
- Recorder (file)
- OMB (file)
- Engineer (file)
- Workforce Investment Bd. (file)
- Sheriff (file)
- OhioMeansJobs (file)

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE COMMISSIONERS  
GENERAL FUND 11011110

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 4,750.00 from #11011110-5881 (General BOCC – Sick Leave Payout)  
\$ 4,750.00 into #11011110-5882 (General BOCC – Vacation Leave Payout)

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

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

Resolution adopted this day of December 2021.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Appropriation Adj. file  
OMB (file)

*A Zindel  
to be ratified 1-4-22*

1101160

APPROVE APPROPRIATION ADJUSTMENT WITHIN RECORDER'S FUND ~~#216-1160~~

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,283.98 from #1101-1160-5102 (regular salaries)

\$1,283.98 Into #1101-1160-5101 (elected officials)

xxxxxx moved for adoption of the foregoing resolution, being seconded by xxxxxxxx.  
Upon call of the roll, the following vote resulted:

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

Resolution adopted this 4th day of January, 2022.

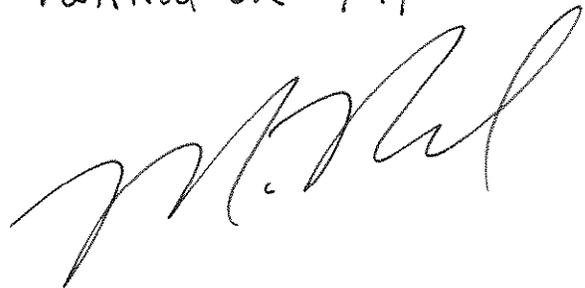
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Davis, Clerk

tz/

- cc: Auditor \_\_\_\_\_
- Appropriation Adjustment file
- Recorder (file)
- OMB

Approved on 12/23/21 to be  
ratified on 1/4/22.



APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE FUND #2202

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,000.51 from #22023110-5102 *Reg.* (Salaries)  
into #22023110-5101 *Elect. Off.* (Salaries)

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

M  
M  
M

Resolution adopted this 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

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Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Appropriation Adj. file  
Engineer (file)



Approved on 12/27/21 to be  
ratified by the BOCC on  
1/4/22.

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE AREA 12 WORKFORCE DEVELOPMENT BOARD FUND #2238.

WHEREAS, appropriation adjustments are necessary to cover the final payroll of 2021 for the Area 12 Workforce Development Board Fund #2238 and

BE IT FURTHER RESOLVED, to approve appropriation adjustments in the following accounts:

\$	6.75	From	22385800	5910	Other Expense
\$	0.18	Into	22385800	5102	Regular Salaries
\$	0.02	Into	22385800	5811	PERS
\$	6.55	Into	22385800	5871	Medicare

\_\_\_\_\_ moved for adoption of the foregoing resolution being seconded by \_\_\_\_\_. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 28<sup>th</sup> day of December 2021.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Amended Certificate file  
Appropriation Decrease file  
WIB (file)



Approved on 12/28/2021 and  
will be ratified by the BOCC  
on 1/4/2022

APPROVE SUPPLEMENTAL ADJUSTMENT WITHIN HEALTH INSURANCE FUND 6632

BE IT RESOLVED, to approve the following supplemental adjustment:  
\$100,000.00 into #66320100-5932 (Health – Medical/Rx Claims)

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

- Mrs. Jones –
- Mr. Young –
- Mr. Grossmann –

Resolution adopted this 29<sup>th</sup> day of December 2021.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Supplemental Adj. file  
OMB (file)



Approved on 12/29/2021 and be  
Retired by the BOCC on 1/4/2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND #2287

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County Sheriff's Office Fund #2287:

\$100.00	from	22872200-5400	Purchased Services
	into	22872200-5910	Other Expense

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

M  
M  
M

Resolution adopted this \_\_\_\_ day of \_\_\_\_\_ 2021.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

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



Approved on 12/29/2021 to be  
reaffirmed by the BOCC on 1/4/2022.

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE OHIOMEANSJOBS WARREN COUNTY FUND #~~2258~~ *2254*

WHEREAS, an appropriation adjustments are necessary for payment of Classroom Training expenses; and

NOW THEREFORE BE IT RESOLVED, to approve appropriation adjustments within the OhioMeansJobs Warren County Fund # ~~2258~~ *2254*

\$ 3,000	from	#2254-5800-5651	(Support Adults)
	into	#2254-5800-5102	(Salaries)
\$ 1,000	from	#2254-5800-5651	(Support Adults)
	into	#2254-5800-5811	(Pers)
\$ 600	from	#2254-5800-5651	(Support Adults)
	into	#2254-5800-5820	(Health and Life)

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

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

Resolution adopted this <sup>th</sup> day of 2021.

BOARD OF COUNTY COMMISSIONERS

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Tina Osborne, Clerk



*Approved on 12/30/2021 to be  
ratified by the BoCC on 1/4/2022*

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-0026

Adopted Date January 04, 2022

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 12/28/21, 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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

/tao

cc: Auditor ✓

# Resolution

Number 22-0027

Adopted Date January 04, 2022

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND  
MAINTENANCE SECURITY RELEASE WITH COUNTRY CREEK ASSOCIATES, LLC  
FOR COUNTRY CREEK ESTATES SECTION ONE SITUATED IN CLEARCREEK  
TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to release  
following security:

### RELEASE

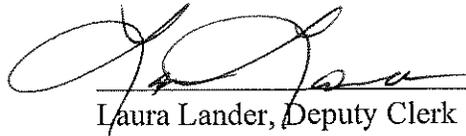
Bond Number	:	17-023 (W/S)
Development	:	Country Creek Estates, Section One
Developer	:	Contry Creek Associates, LLC
Township	:	Clearcreek
Reduction Amount	:	\$55,555.80
Surety Company	:	Civista Bank (LOC #10033478B)

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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cgb

cc: Country Creek Associates, LTD, 3445 Newmark Dr., Miamisburg, OH 45342  
Civista Bank, P.O. Box 5016, Sandusky, OH 44871  
Water/Sewer (file)  
Bond Agreement file

# **Resolution**

Number 22-0028

Adopted Date January 04, 2022

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH VILLAGE ON THE GREEN, LTD. FOR SANITARY SEWER IMPROVEMENTS IN VILLAGE ON THE GREEN SECTION SEVEN, PHASE C, SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED to approve the following security release upon recommendation of the Warren County Sanitary Engineer:

### RELEASE

Bond Number	:	20-023 (W/S)
Development	:	Village on the Green Section Seven, Phase C
Developer	:	Village on the Green, Ltd.
Township	:	Hamilton
Amount	:	\$22,409.48
Surety Company	:	US Bank Cashier Check (No. 27512970)

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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
 \_\_\_\_\_  
 Laura Lander, Deputy Clerk

- cc: Village on the Green, Ltd., 23 N. Beach Rd., Jupiter FL 33455
- OMB – S. Spencer
- Water/Sewer (file)
- Bond Agreement file

# Resolution

Number 22-0029

Adopted Date January 04, 2022

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND  
MAINTENANCE SECURITY AGREEMENT WITH PRUS PROPERTIES, LLC FOR  
INSTALLATION OF CERTAIN IMPROVEMENTS IN THE VILLAGES OF CLASSICWAY  
SUBDIVISION, SECTION 8 SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter  
into the following security agreement:

### AGREEMENT

Bond Number	:	22-001 (W/S)
Development	:	The Villages of Classicway Subdivision, Section 8
Developer	:	Prus Properties, LLC
Township	:	Hamilton
Amount	:	\$29,553.50
Surety Company	:	Ohio Farmers Insurance Company

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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

CGB

cc: Prus Properties, LLC, 5325 Wooster Road, Cincinnati, OH 45226  
Ohio Farmers Ins Co, One Park Circle, Westfield Center, OH 44251  
Water/Sewer (file)  
Bond Agreement file



2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within \_\_\_\_\_ years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$29,553.50 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department  
 Attn: Sanitary Engineer  
 406 Justice Drive  
 Lebanon, OH 45036  
 Ph. (513) 695-1380

C. To the Developer:

Prus Properties, LLC.  


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 5325 Wooster Rd.  


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 Cincinnati, OH 45226  


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---

  
 Ph. (   513   )          321            -  7774

D. To the Surety:

Ohio Farmers Insurance Company

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One Park Circle

---

Westfield Center, OH 44251

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Ph. ( 800 ) 243 - 0210

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

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

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

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

\_\_\_\_\_ **Original Escrow Letter** (attached)

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

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

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

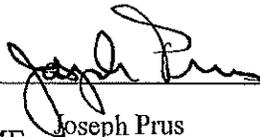
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
  
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

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

**DEVELOPER:**

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

SIGNATURE:   
 PRINTED NAME: Joseph Prus  
 TITLE: Managing Member  
 DATE: 11-24-2021

**SURETY:**

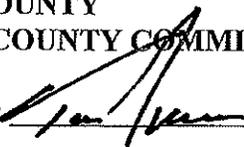
Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE:   
 PRINTED NAME: Kathleen A. Vonderhaar  
 TITLE: Attorney-in-fact  
 DATE: 11-24-2021

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 22-0029, dated 1-4-22.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossmann

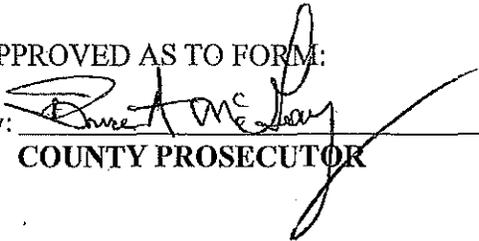
TITLE: President

DATE: 1-4-22

RECOMMENDED BY:

By:   
SANITARY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

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

General  
Power  
of Attorney

POWER NO. 3411882 01

**Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

*Know All Men by These Presents*, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**KATHLEEN A. VONDERHAAR, PATRICK J. MORGAN, SUSAN M. RINDERLE, JOINTLY OR SEVERALLY**

of CINCINNATI and State of OH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.** and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

*"Be It Resolved*, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*The Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

*"Be It Further Resolved*, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

*In Witness Whereof*, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

*In Witness Whereof*, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 24th day of

November 2021  
A.D.



Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)

Office of Risk Assessment  
50 West Town Street  
Third Floor - Suite 300  
Columbus, Ohio 43215  
(614)644-2658  
Fax(614)644-3256  
www.insurance.ohio.gov

## Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director



### Certificate of Compliance

Issued 06/03/2021

Effective 07/01/2021

Expires 06/30/2022

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

#### **OHIO FARMERS INSURANCE COMPANY**

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

##### **Section 3929.01 (A)**

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Collectively Renewable A & H

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit Accident & Health

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Group Accident & Health

Guaranteed Renewable A & H

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Noncancellable A & H

Nonrenew- Stated Reasons (A&H)

Ocean Marine

Other Accident only

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2020 that it has admitted assets in the amount of \$3,374,073,769, liabilities in the amount of \$665,616,417, and surplus of at least \$2,708,457,352.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith French, Director



**Financial  
Statement**

Form Reset

**Ohio Farmers Insurance Co.**

Westfield Center, Ohio 44251-5001

December 31, 2020

**OHIO FARMERS INSURANCE COMPANY**

**BALANCE SHEET**

12/31/20

(In thousands)

<b>Assets</b>	
Cash, cash equivalents, and short term investments	23,041
Bonds	429,635
Stocks	130,912
Subsidiaries	2,333,949
Real estate	179,311
Premiums receivable	114,652
Other assets	162,574
Total assets	<u>3,374,074</u>
<b>Liabilities</b>	
Reserve for unearned premlums	168,415
Reserve for unpaid losses and loss expenses	327,709
Reserve for taxes and other liabilities	169,493
Total liabilities	<u>665,617</u>
<b>Surplus</b>	
Surplus to policyholders	<u>2,708,457</u>
Total surplus	2,708,457
Total liabilities and surplus	<u>3,374,074</u>

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of ..... and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2020.

Attest:

.....  
Frank A. Carrino  
Group Legal Leader, Secretary

.....  
Gary W. Stumper  
National Surety Leader  
Senior Executive

Sworn to before me this 10<sup>th</sup> day of February A.D. 2021.

My Commission Does Not Expire  
Sec. 147.03 Ohio Revised Code

.....  
David A. Kotnik  
Attorney at Law  
Notary Public - State of Ohio



# Resolution

Number 22-0030

Adopted Date January 04, 2022

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH PRUS PROPERTIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE VILLAGES OF CLASSICWAY SUBDIVISION, SECTION 8 SITUATED IN HAMILTON TOWNSHIP

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

### SECURITY AGREEMENT

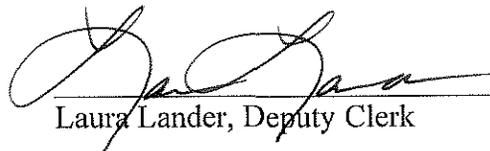
Bond Number	:	21-023 (P/S)
Development	:	The Villages of Classicway Subdivision, Section 8
Developer	:	Prus Properties, LLC
Township	:	Hamilton
Amount	:	\$92,690.00
Surety Company	:	Ohio Farmers Insurance Company

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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

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

SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT

STREETS AND APPURTENANCES  
(including Sidewalks)

Security Agreement No.

21-023 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Prus Properties, LLC. (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Ohio Farmers Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in the Villages of Classicway Subdivision, Section/Phase 8 (3) (hereinafter the "Subdivision") situated in Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$447,825.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$71,300.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$92,690.00 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within  2  years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of  \$89,565.00  to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

Prus Properties, LLC.  
5325 Wooster Rd.  
Cincinnati, OH 45226  
Ph. ( 513 ) 321 - 7774

D. To the Surety:

Ohio Farmers Insurance Company

One Park Circle

Westfield Center, OH 44251

Ph. ( 800 ) 243 - 0210

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

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

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

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

**Original Escrow Letter** (attached)

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

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

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

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

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

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

**DEVELOPER:**

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

SIGNATURE: 

PRINTED NAME: Joseph Prus

TITLE: Managing Member

DATE: 11/29/2021

**SURETY:**

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

SIGNATURE: 

PRINTED NAME: Kathleen A. Vonderhaar

TITLE: Attorney-in-fact

DATE: 11/29/2021

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 22-0030, dated 1-4-22.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

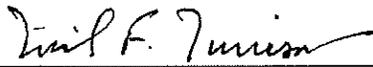
SIGNATURE: 

PRINTED NAME: Tom Grossmann

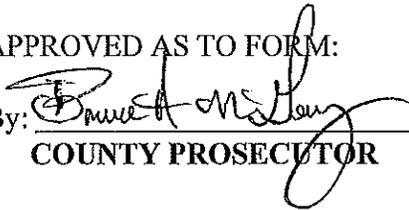
TITLE: President

DATE: 1-4-22

RECOMMENDED BY:

By:   
COUNTY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

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

General  
Power  
of Attorney

# Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
KATHLEEN A. VONDERHAAR, PATRICK J. MORGAN, SUSAN M. RINDERLE, JOINTLY OR SEVERALLY

of CINCINNATI and State of OH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

**LIMITATION:** THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

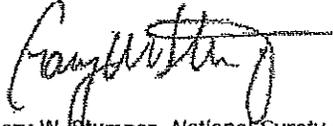
"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



  
David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 29th day of November, 2021 A.D.

November 2021



  
Frank A. Carrino, Secretary

Financial Statement

Form Reset

December 31, 2020

Ohio Farmers Insurance Co.

Westfield Center, Ohio 44251-5001

OHIO FARMERS INSURANCE COMPANY

BALANCE SHEET

12/31/20

(in thousands)

Table with columns for Assets, Liabilities, and Surplus. Assets include Cash, Bonds, Stocks, etc. Total assets: 3,374,074. Liabilities include Reserve for unearned premiums, etc. Total liabilities: 665,617. Surplus: 2,708,457. Total liabilities and surplus: 3,374,074.

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of ... and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2020.

Attest:

Handwritten signature of Frank A. Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Handwritten signature of Gary W. Stumper

Gary W. Stumper, National Surety Leader, Senior Executive

Handwritten signature of David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public - State of Ohio



Sworn to before me this 10th day of February A.D. 2021.

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

Office of Risk Assessment  
 50 West Town Street  
 Third Floor - Suite 300  
 Columbus, Ohio 43215  
 (614)644-2658  
 Fax(614)644-3256  
 www.insurance.ohio.gov

**Ohio Department of Insurance**

Mike DeWine - Governor  
 Judith French - Director



**Certificate of Compliance**

Issued 06/03/2021  
 Effective 07/01/2021  
 Expires 06/30/2022

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

**OHIO FARMERS INSURANCE COMPANY**

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

**Section 3929.01 (A)**

Accident & Health	Inland Marine
Aircraft	Medical Malpractice
Allied Lines	Multiple Peril - Commercial
Boiler & Machinery	Multiple Peril - Farmowners
Burglary & Theft	Multiple Peril - Homeowners
Collectively Renewable A & H	Noncancellable A & H
Commercial Auto - Liability	Nonrenew-States Reasons (A&H)
Commercial Auto - No Fault	Ocean Marine
Commercial Auto - Physical Damage	Other Accident only
Credit Accident & Health	Other Liability
Earthquake	Private Passenger Auto - Liability
Fidelity	Private Passenger Auto - No Fault
Financial Guaranty	Private Passenger Auto - Physical Damage
Fire	Surety
Glass	Workers Compensation
Group Accident & Health	
Guaranteed Renewable A & H	

**OHIO FARMERS INSURANCE COMPANY** certified in its annual statement to this Department as of December 31, 2020 that it has admitted assets in the amount of \$3,374,073,769, liabilities in the amount of \$665,616,417, and surplus of at least \$2,708,457,352.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

*Judith L. French*

*Judith French, Director*



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-0031

Adopted Date January 04, 2022

## APPROVE VARIOUS RECORD PLATS

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

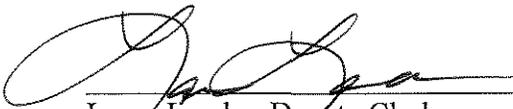
- The Villages of Classicway Subdivsion, Section 8 – Hamilton Township
- Brausch Alternative Plat – Union Township

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 4th day of January 2022.

BOARD OF COUNTY COMMISSIONERS



\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Plat File  
RPC

# Resolution

Number 22-0032

Adopted Date January 04, 2022

APPROVE OPERATIONAL TRANSFERS FROM VETERANS FUND #11015210 INTO  
COMMON PLEAS COURT #2288 AND COUNTY COURT #2283

WHEREAS, the Veterans Service Office has entered into a MOU with Common Pleas Veterans  
Court and Warren County Veterans Court to transfer funds into their Fund #2288 & #2283; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers:

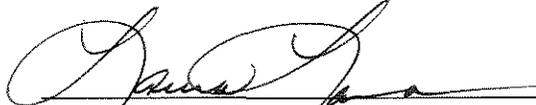
\$6,500.00	from	#11015210-5997	(Veterans – Operational Transfer Out)
\$4,500.00	into	#2288 -49000	(Common Pleas Vet Court – Transfer In)
\$2,000.00	into	#2283 -42500 22832501 AA REVENUE	(County Court Vet Court – Transfer In)

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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor   
Operational Transfer file  
Veterans (file)  
Common Pleas (file)  
County Court (file)  
OMB

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

*Number* 22-0033

*Adopted Date* January 04, 2022

APPROVE SUPPLEMENTAL APPROPRIATION IN THE AUDITOR'S REAL ESTATE  
FUND 2237

BE IT RESOLVED, to approve the following supplemental appropriation needed to process a vacation leave payout for Chad Whitmore:

1,500.00 into # 22371120-5882 (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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



---

Laura Lander, Deputy Clerk

cc: Auditor (file)   
Supplemental App. file  
OMB

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 22-0034

Adopted Date January 04, 2022

APPROVE APPROPRIATION DECREASE IN COMMUNITY DEVELOPMENT GRANT FUND #2265

WHEREAS, funds for 2022 were over-appropriated, and

WHEREAS, the appropriation for Fund #2265 must be reduced in the amount below; and

BE IT RESOLVED, to approve the following appropriation decrease:

\$ 3,400.00 from #22653420-5317 (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:

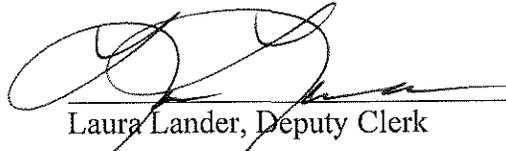
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



\_\_\_\_\_  
Laura Lander, Deputy Clerk

/sm

cc: Auditor ✓  
OGA (file)  
Appropriation Decrease file

# Resolution

Number 22-0035

Adopted Date January 04, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO CLERK OF COURTS FUND #11011260

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Clerk of Courts #11011260 in order to process a vacation leave payout for Lucille Gambrell former employee of Clerk of Courts:

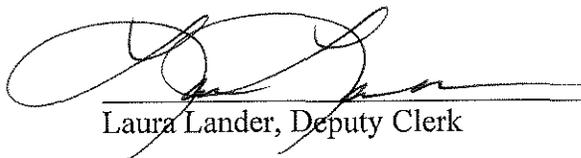
\$1,297.00      from    #11011110-5882      (Commissioners - Vacation Leave Payout)  
                 into    #11011260-5882      (Clerk of Courts - Vacation Leave Payout)

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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Auditor ✓  
Appropriation Adjustment file  
Clerk of Courts (file)  
OMB

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-0036

Adopted Date January 04, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN RECORDER'S FUND #2216

BE IT RESOLVED, to approve the following appropriation adjustment:

\$3,000.00	from	#22161160-5820	(Health & Life Insurance)
	into	#22161160-5370	(Software – Non Data Bd.)

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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



\_\_\_\_\_  
 Laura Lander, Deputy Clerk

lo/

cc: Auditor ✓  
 Appropriation Adjustment file  
 Recorder (file)

# Resolution

Number 22-0037

Adopted Date January 04, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN GRANTS FUND #2265

BE IT RESOLVED, in order to process vouchers with the appropriate object code, it is necessary to approve the following appropriation adjustment:

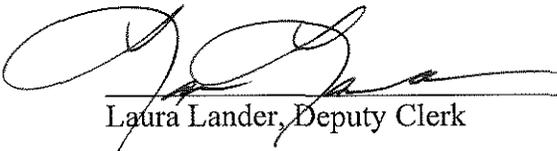
\$105,035.96 from #22653420-5317 (CDBG – Non-Capital Purchase)  
into #22653425-5317 (Program Income – Non-Capital Purchase)

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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/sm

cc: Auditor ✓  
Appropriation Adj. file  
OGA (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 22-0038

Adopted Date January 04, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND  
#2273

BE IT RESOLVED, to approve the following appropriation adjustment to process a vacation leave payout for former employee of Children Services, Elnora Hamilton:

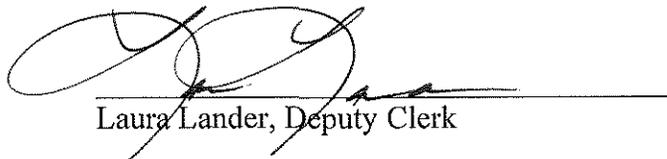
\$4,000.00 from #22735100-5102 (Regular Salaries)  
into #22735100-5882 (Accum. Vacation Payout)

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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

jc/

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

# Resolution

Number 22-0039

Adopted Date January 04, 2022

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS



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Laura Lander, Deputy Clerk

/tao

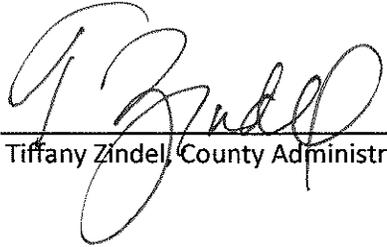
cc:

Commissioners' file

**REQUISITIONS**

Department	Vendor Name	Description	Amount
WAT	OHIO MACHINERY CO	CAT 305 07 MINI HYDRAULIC EXCAVATOR	78,510.00

1/4/2022 APPROVED



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Tiffany Zindel, County Administrator

# Resolution

Number 22-0040

Adopted Date January 04, 2022

APPROVE AND AUTHORIZE THE WARREN COUNTY SOLID WASTE DISTRICT TO SUBMIT A 2022 MARKET DEVELOPMENT GRANT TO THE OHIO ENVIRONMENTAL PROTECTION AGENCY ON BEHALF OF AAA WASTEWATER

WHEREAS, AAA Wastewater, based in Franklin, Ohio, desires to submit an application for a Market Development Grant (the “Program”) to the Ohio Environmental Protection Agency (the “Ohio EPA”) to install equipment to recycle grease trap waste (the “Project”), and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the Warren County Solid Waste District to submit a 2022 Market Development Grant to the Ohio EPA on behalf of AAA Wastewater, Franklin, Ohio for the Project, subject to condition that prior to the Grant application being submitted to Ohio EPA that the Cooperating Enterprise (AAA Wastewater as the business requesting to implement the Project with Ohio EPA grant funds via the reimbursement process of the Program, executes a sub-grant agreement with this Board, prepared by the Prosecutor’s Office, that not only complies with the grant requirements but further expressly states that no equipment or good and services acquired by, or personal services contracts entered into by, AAA Wastewater, or its successors and assigns, the cost of which are allowable and eligible for reimbursement under the Program, will be used for or result in: 1) the discharge of any product or by-product into a public sewer system, 2) the operation, maintain, repair or replacement of AAA Wastewater’s existing wastewater facilities, 3) violating any federal, state, and local laws and regulations, including without limitation Ohio EPA regulations and local building, zoning and health department regulations; and, 4) that AAA Wastewater, on its behalf and on behalf of its successors and assigns, irrevocably waives any and all affirmative defenses that Warren County act of being the sponsor on the Grant application may in any way effect, prohibit, bar or estop Warren County or the Ohio EPA from prosecuting AAA Wastewater, or its successors and assigns, for alleged violations of federal, state or local laws, including without limitation failure to timely comply with Ohio EPA Notices of Violation and County Building, Zoning or Health Department Notices of Violations; and

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

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

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

Resolution adopted this 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

/sm

cc: Solid Waste District (file)  
OGA

# Resolution

Number 22-0041

Adopted Date January 04, 2021

AUTHORIZE THE DEMOLITION AND REMOVAL OF THE BUILDING AND CONTENTS AT 100 HAZEN AVENUE, VILLAGE OF MORROW

WHEREAS, this Board, upon adoption of resolutions 21-1346 and 21-1415, purchased and acquired the 0.5455 acre parcel located at 100 Hazen Avenue, Village of Morrow for planned sewer improvements to the Morrow-Roachester Sewer Improvement Area; and

WHEREAS, the existing residential structure on the property cannot be reused or repurposed by the Water & Sewer Department; and

WHEREAS, the existing residential structure on the acquired real estate is abandoned, uninhabitable, and therefore serves a risk to public health and safety; and

WHEREAS, the real estate was purchased for the planned future expansion of the Todds Fork sanitary lift station, new flow equalization basin, and associated appurtenances; and

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

1. The Board does hereby authorize the County Sanitary Engineer to perform all necessary environmental inspections, remediation, and abatement necessary for the identification and removal of asbestos within the structure, enabling the safe demolition of the structure.
2. The Board does hereby authorize the County Sanitary Engineer to obtain all necessary permits and to arrange for the demolition and removal of the abandoned structure and respective contents at 100 Hazen Avenue, Village of Morrow.

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 4<sup>th</sup> day of January 2022.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cgb

cc: Water/Sewer (File)