

Resolution

Number 18-1221

Adopted Date August 07, 2018

HIRE ASHLEIGH BLAIRE AS CASE AIDE, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Ashleigh Blaire, as Case Aide, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #5, \$15.36 per hour, under the Warren County Job and Family Services compensation plan, effective August 27, 2018, subject a negative drug screen and a 365 day probationary period; and

BE IT FURTHER RESOLVED, Ms. Blaire will not receive the typical three percent (3%) increase upon completion of probation as her compensation as stated above reflects prior experience.

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

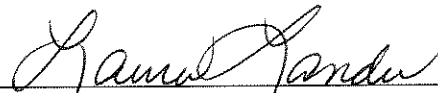
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

H/R

cc: Children Services (file)
A. Blaire's Personnel file
OMB – Sue Spencer

Resolution

Number 18-1222

Adopted Date August 07, 2018

ACCEPT RESIGNATION OF TAMEKA PHILLIPS, PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE AUGUST 10, 2018

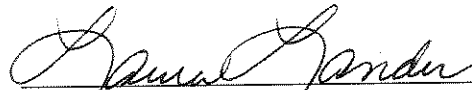
BE IT RESOLVED, to accept the resignation of Tameka Phillips, Protective Services Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective August 10, 2018.

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

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Children Services (file)
T. Phillips' Personnel file
OMB – Sue Spencer
Tammy Whitaker
Job Class #1795

Resolution

Number 18-1223

Adopted Date August 07, 2018

ACCEPT RESIGNATION OF TED OSNER, DEPUTY DOG WARDEN, WITHIN THE WARREN COUNTY DOG AND KENNEL DEPARTMENT, EFFECTIVE AUGUST 9, 2018

BE IT RESOLVED, to accept the resignation of Ted Osner, Deputy Dog Warden within the Warren County Dog and Kennel Department, effective August 9, 2018.

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 – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Dog and Kennel (file)
Ted Osner's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 18-1224

Adopted Date August 07, 2018

AUTHORIZE THE POSTING OF THE "DEPUTY DOG WARDEN" POSITION WITHIN THE WARREN COUNTY DOG AND KENNEL DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02 (A).

WHEREAS, there exists an opening for the "Deputy Dog Warden" position within the Warren County Dog and Kennel Department; and

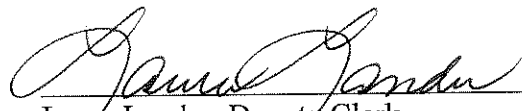
NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Deputy Dog Warden" in accordance with Warren County Personnel Policy Manual, Section 2.02 (A); posting to occur for a period of at least seven (7) consecutive calendar days beginning August 8, 2018.

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

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Dog and Kennel (file)
OMB – Sue Spencer

Resolution

Number 18-1225

Adopted Date August 07, 2018

APPROVE NOTICE OF INTENT TO AWARD BID TO DIAMOND CORING COMPANY, INC. FOR THE WARREN COUNTY AIRPORT –JOHN LANE FIELD RUNWAY GROOVING PROJECT

WHEREAS, bids were closed at 4:00 p.m., July 24, 2018, and the bids received were opened and read aloud for the Improvements to Warren County Airport – Lane Field Runway Grooving Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Jeff Kramer, Stantec Consulting Services, Inc. on behalf of Warren County Airport Authority and this Board of Commissioners, Diamond Coring Company, Inc. has been determined to be the lowest and best bid; and


NOW THEREFORE BE IT RESOLVED, upon recommendation of Jeff Kramer, Stantec Consulting Services, Inc. and the Warren County Airport Authority Board, that it is the intent of this Board to award bid to Diamond Coring Company, Inc., 11800 South Ewing Avenue, Chicago, Illinois 60617 for a total bid price of \$86,405.84.

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

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

Tz/

cc: c/a—Diamond Coring Company, Inc.
Airport Authority file
Jeff Kramer, Stantec
Al Wolfson, Secretary/Treasurer AAB
OMB Bid file

Resolution

Number 18-1226

Adopted Date August 07, 2018

ENTER INTO CONTRACT WITH W.E. SMITH CONSTRUCTION FOR THE WILMINGTON ROAD DRILLED PIER WALL PROJECT

WHEREAS, pursuant to Resolution #18-1160, adopted July 24, 2018, this Board approved a Notice of Intent to Award Contract for the Wilmington Road Drilled Pier Wall Project to W.E. Smith Construction, for a total bid price of \$134,725.00; and

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

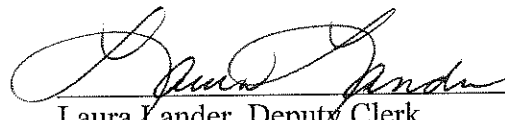
NOW THEREFORE BE IT RESOLVED, to enter into contract with W.E. Smith Construction, 2030 Bauer Road, Blanchester, Ohio, for said project, for a total contract price of \$134,725.00; as attached hereto and made a part hereof.

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

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

KH\

cc: c/a—W.E. Smith Construction
Engineer (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 7 day of August, 2018, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and W.E. Smith Construction, 2030 Bauer Road, Blanchester, Ohio, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

WILMINGTON ROAD DRILLED PIER WALL PROJECT

hereinafter called the project, for the sum of \$134,725.00 (One hundred thirty four thousand seven hundred twenty five dollars), and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

- Proposal Price (Bid) Sheet
- Exception Sheet
- Bidder Identification
- A) Invitation to Bidders
- B) General Instruction to Bidders
- C) Noncollusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- K) Findings for Recovery Affidavit Wage Rate Determination
- L) Wage Rate Determination
- M) Special Provision/Technical Specifications

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project is 8 weeks after the written notice-to-proceed has been issued and a preconstruction meeting has been held. The Contractor further agrees to pay, as liquidated damages, the sum of \$300.00 for each consecutive calendar day thereafter.

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

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

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity, causes of

action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

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

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

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

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

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

WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)

Tom Grossmann, President

David G. Young

Shannon Jones

W.E. Smith Construction
(Contractor)

By: _____

Name and Title

PRESIDENT

ATTEST:

Name

(Seal)

ATTEST:

Approved as to Form:

Assistant Prosecutor

Resolution

Number 18-1227

Adopted Date August 07, 2018

ENTER INTO CONTRACT WITH AERO MARK INC. FOR THE 2018 STRIPING PROJECT

WHEREAS, pursuant to Resolution #18-1159, adopted July 24, 2018, this Board approved a Notice of Intent to Award Contract for the 2018 Striping Project to Aero Mark Inc. for a total bid price of \$136,194.47; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Aero Mark Inc., 10423 Danner Drive, Streetsboro, Ohio, for said project, for a total contract price of \$136,194.47; 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:

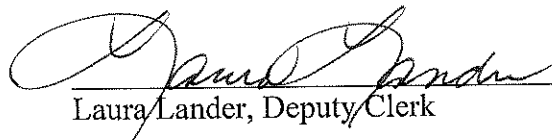
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

KH\

cc: c/a—Aero Mark Inc.
Engineer (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 7 day of August, 2018, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and Aero Mark Inc., 10423 Danner Drive, Streetsboro, Ohio, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

2018 STRIPING PROJECT

hereinafter called the project, for the sum of \$136,194.47 (One hundred thirty six thousand one hundred ninety four and forty seven cents), and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

- Proposal Price (Bid) Sheet
- Exception Sheet
- Bidder Identification
- A) Invitation to Bidders
- B) General Instruction to Bidders
- C) Noncollusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- K) Findings for Recovery Affidavit Wage Rate Determination
- L) Wage Rate Determination
- M) Special Provision/Technical Specifications

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project by September 30, 2018. The Contractor further agrees to pay, as liquidated damages, the sum of \$300.00 for each consecutive calendar day thereafter.

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

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

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

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

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

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

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

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

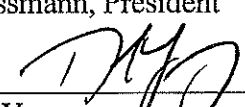
WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)

Tom Grossmann, President

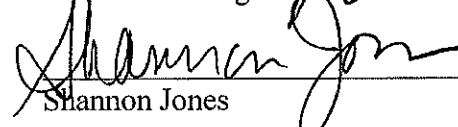
ATTEST:



Name



David G. Young



Shannon Jones

(Seal)

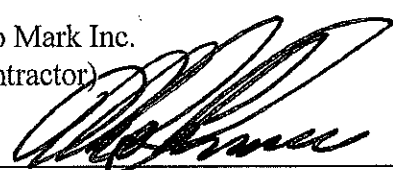
ATTEST:

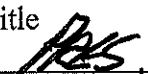


(Seal)

Aero Mark Inc.
(Contractor)

By:



Name and Title


Approved as to Form:



Assistant Prosecutor

Resolution

Number 18-1228

Adopted Date August 07, 2018

APPROVE TECHNOLOGY EQUIPMENT DISPOSAL POLICY RELATIVE TO THE WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT

WHEREAS, Paul Kindell, Director of Telecommunications has presented, for approval by this Board of Commissioners, a policy relative to the disposal of technology equipment that cannot simply be thrown away; and

NOW THEREFORE BE IT RESOLVED, to approve a Technology Equipment Disposal Policy relative to the Warren County Telecommunications Department; 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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

Tz/

cc: Telecommunication (file)
Policy file



Technology Equipment Disposal Policy

1. Overview

Technology equipment often contains parts which cannot simply be thrown away. Proper disposal of equipment is both environmentally responsible and often required by law. In addition, hard drives, USB drives, CD-ROMs and other storage media contain various kinds of Personally Identifiable data, some of which is considered sensitive. In order to protect our user's data, all storage mediums must be properly erased before being disposed of. However, simply deleting or even formatting data is not considered sufficient. When deleting files or formatting a device, data is marked for deletion, but is still accessible until being overwritten by a new file. Therefore, special tools must be used to securely erase data prior to equipment disposal.

2. Purpose

The purpose of this policy is to define the guidelines for the disposal of technology equipment and components supported by Warren County Telecommunications.

3. Scope

This policy applies to any computer/technology equipment or peripheral devices that are no longer needed within Telecommunications including, but not limited to the following: personal computers, servers, hard drives, laptops, mainframes, smart phones, or handheld computers (i.e., Windows Mobile, iOS or Android-based devices), peripherals (i.e., keyboards, mice, speakers), printers, scanners, typewriters, compact and floppy discs, portable storage devices (i.e., USB drives), backup tapes, printed materials.

All Warren County Telecommunications employees must comply with this policy.

4. Policy

4.1 Technology Equipment Disposal

- 4.1.1 When Technology assets have reached the end of their useful life they should be sent to the Support Services Team for proper disposal as described in the Asset Disposal Submission procedure.
- 4.1.2 All electronic drives, storage devices, tape media that contained, used in processing or transportation of Public Safety Data shall be shredded.
- 4.1.3 Computer Equipment refers to desktop, laptop, tablet or netbook computers, printers, copiers, monitors, servers, handheld devices, telephones, cell phones, disc drives or any storage device, network switches, routers, wireless access points, batteries, backup tapes, etc.
- 4.1.4 Technology equipment with non-functioning memory or storage technology will have the memory or storage device removed and it will be physically destroyed.



Policy Compliance

5.1 Compliance Measurement

Warren County Telecommunications will verify compliance to this policy through various methods, including but not limited to, business tool reports, internal and external audits.

Exceptions

Any exception to the policy must be approved by the Director of Telecommunications in advance.

5.2 Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

6 Related Standards, Policies and Processes

Documentation

Following sanitization, a certificate of media disposition should be completed for each piece of electronic media that has been sanitized.

When fully completed, the certificate should record at least the following details:

- Manufacturer
- Model
- Serial Number
- Media Type (i.e., magnetic, flash memory, hybrid, etc.)
- Sanitization Description (i.e., Clear, Purge, **Destroy**)
- Method Used (i.e., **shred**, degauss, overwrite, block erase, crypto erase, etc.)
- Tool Used (including version)
- Verification Method (i.e., witnessed, full, quick sampling, etc.)
- Pre-Sanitization Use (Media Source, i.e., user or computer the media came from)
- Post-Sanitization Destination (if known)
- For Both Sanitization and Verification:
 - Name of Person Witnessing Destruction
 - Position/Title of Person
 - Date
 - Location
 - Phone or Other Contact Information
 - Signature

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7 Definitions, Terms and Reference

1. LEADS Security Policy 4.4
2. NIST SP 800-88

8 Revision History

Date of Change	Responsible	Summary of Change
June 2014	Estes/Telecom	Updated and converted to new format.
July 2018	Estes/Telecom	Updated to LEADS Security Policy 4.4

Resolution

Number 18-1229

Adopted Date August 07, 2018

APPROVE AND AUTHORIZE TAMMY WHITAKER, BENEFITS & RISK MANAGER, TO ADVISE GRAYDON HEAD & RITCHEY LLC OF THE ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE STANDARD TERMS OF ENGAGEMENT MEMORANDUM RELATIVE TO SPECIAL LEGAL COUNSEL PERTAINING TO THE WORKERS' COMPENSATION

WHEREAS, from time to time is necessary for the Board of County Commissioners to be involved in workers' compensation matters that require the need for special legal counsel; and

WHEREAS, Graydon Head & Ritchey has provided this Board with an Engagement Letter and fees relative to such legal counsel; and

NOW THEREFORE BE IT RESOLVED, to authorize Tammy Whitaker, Benefits & Risk Manager, to provide authorization and acceptance to Graydon Head & Ritchey LLP of the terms and conditions and fees as outlined in the Engagement Letter 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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

HR/

cc: c/a—Graydon Head & Ritchey
Graydon Head & Ritchey
Careworks Consultants
Tammy Whitaker, OMB



Standard Terms of Engagement Memorandum

The Graydon Client Relationship

Graydon Head & Ritchey LLP ("Graydon") is committed to establishing and maintaining strong client relationships. We believe it is important at the outset to explain clearly the business details of our professional relationship with clients. Accordingly, this Memorandum, along with the accompanying engagement letter, describes the general scope of the professional services that we will provide, as well as our fees and billing practices, and will govern all aspects of our legal representation unless otherwise agreed by us in writing. The specific legal services that we will provide to you are described in our engagement letter. Graydon's representation is limited to performance of the services described in that letter and does not include representation of you or your interests in any other matter, unless otherwise agreed by us in writing, in which event the terms of this Memorandum will likewise apply to our engagement on such other matters. If you have any questions, we invite you to discuss them with your Client Manager.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter and does not include any affiliates of such person or entity (i.e., if you are an individual, any family member, friend, business associate, executor, or administrator; if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders, or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). Accordingly, for conflict of interest purposes, you agree that we may represent another client with interests adverse to any such affiliate without obtaining your consent.

Professional Services

We will represent you in those matters for which you seek our advice and assistance in which we agree to represent you as set forth above. We assume you will provide us with all the information necessary to understand your particular situation, whether or not we specifically request it.

In addition, you agree to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents, and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. Because it is important that we be able to contact you at all times to consult with you regarding your representation, you will inform us, in writing, of any changes in your name, address, telephone number, contact person, email address, state of incorporation, or other relevant changes regarding you or your business. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, we will contact you using the latest information we have received from you.

We believe that the quality and timeliness of our service are essential factors in properly representing you. Although we cannot guarantee the success of any given project, we will represent your interests competently, professionally, and efficiently.

Any views we may express about a possible outcome or result of our representation are simply reflections of our best professional judgment at the time. We cannot guarantee any particular result, as our views are limited by our knowledge of the facts and based on the state of the law and our interpretation of the law at the time those views are expressed.

Insurance Coverage

You agree to review your insurance coverage and advise us if you believe you have insurance that might cover the matter for which we are engaged. We will review, at your request, your insurance policies to investigate whether you have coverage that might apply.

Staffing of Particular Projects

When you engage a Graydon attorney, you engage the entire law firm. Unless otherwise agreed, the attorney with whom you initiated your relationship with Graydon will, as your Client Manager, be primarily responsible for the supervision of your overall business relationship with the firm. While you may specifically request certain attorneys to handle various matters for you, circumstances sometimes require that other Graydon attorneys and paralegals may assist in your matters in order for the firm to properly represent you. We endeavor to assign lawyers and other personnel to particular matters on the basis of experience, expertise, the nature and scope of the issue, and the time constraints imposed by the matter.

Fees for Professional Services

We ordinarily charge an hourly fee for legal services performed on your behalf, using hourly billing rate guidelines in effect at the time of performance. Our hourly rates for attorneys currently range from \$220 to \$550, depending upon the attorney's level of expertise and experience. Our guideline billing rates are periodically subject to change without specific notice to you.

Various factors other than the number of hours expended may also be taken into consideration when determining the fee for any particular project, including the degree of complexity, the value of the results obtained, the time limitations imposed, and the extent to which extraordinary efforts are required. We will discuss with you any such factors included in the determination of our fee. In addition, should we believe another type of billing or fee arrangement is called for or if you would like to employ an alternative billing or fee arrangement, we will discuss it with you in advance. Alternative arrangements will be effective only when agreed to in writing by both of us.

Because of the possibility of unpredictable and unforeseen circumstances, we normally cannot quote in advance a precise total fee for our professional services. At your request, we will attempt to estimate in advance the amount of the eventual fee where the nature of the project allows for a reasonable estimation, but it is always with the clear understanding that it is not a maximum or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

Disbursements and Third Party Services

In addition to our hourly fees for professional services, you will also be charged directly for any significant miscellaneous services and cash disbursements that may be incurred by the firm on your behalf. These services and expenses include items such as extraordinary postage, long distance telephone and fax charges and document reproduction. Charges incurred for certain secretarial overtime, expenses associated with computerized research and other automated services, and travel expenses (including transportation, lodging, meals and other related expenses) will also be charged to you directly.

At times we may be required to make commitments to pay third parties on your behalf. Depending on the circumstances, you may be asked to advance funds to reimburse us for payments made or to be made by us on your behalf or to pay the third party directly. These disbursements include such items as regulatory filing fees, special messengers, express deliveries, outside photocopying, service of process and court fees,

stenographer fees, expert witness fees, and local or special counsel fees. All such expenses are your responsibility.

Invoices and Payments

We typically invoice for our services on a monthly basis, to keep our clients advised of what we are doing and the extent to which charges are being incurred. If charges incurred in any month are nominal, billing may be deferred until the next month. We have a variety of formats for our invoices that will summarize the services performed, the fees, and related disbursements. Please let us know if you have special format requirements for invoices. If you have any questions regarding your invoices or our billing policies please contact Sandy Clark, our Billing Coordinator, at 513-629-2865, and she will be happy to work with you to meet your needs.

Our invoices are payable upon receipt. We include a carrying charge currently at the rate of 1.5% per month on the outstanding balance of any of our invoices that are not paid within thirty days of the date of invoice. If our invoices are not timely paid, the attorneys involved in your matters will be permitted to perform additional services for you only after obtaining approval of our Executive Committee. If the delinquency continues and satisfactory arrangements for payment are not made, we will withdraw from the representation and may pursue collection of your account. In that event, you agree to pay the costs incurred in attempting to collect the balance, including court costs, filing fees, and a reasonable attorney's fee.

Retainer Policy

On some matters, we may ask you, either at the outset of the engagement or later, for an advance retainer deposit, against which our fees and disbursements will be applied. Unless otherwise agreed, any such retainer deposit will be credited toward your unpaid invoices, if any, at the conclusion of services. You agree that we may, in our discretion, apply some or all of the retainer deposit toward any unpaid invoices without advance notice to you, in which case we may ask you to add to the retainer balance. At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you. If the retainer deposit proves insufficient to cover current expenses and fees at some point during the representation, we may ask you to increase it.

Professional Responsibility and Conflicts of Interest

As attorneys, we are required to abide by applicable rules of professional conduct in our representation of you. Among those rules are provisions that relate to actual and potential conflicts of interest. At the outset of each engagement, we will undertake to identify potential conflicts between your interests and those of others whom we currently represent or have previously represented, based on the facts as we understand them at that time. However, it is possible that during the course of our representation, new facts or circumstances may arise which, under the applicable rules, could require us to withdraw from further representation or seek specific consent from you and from a current or former client for us to continue our representation of you. If such a situation comes to our attention, we will inform you promptly and take appropriate steps to attempt to resolve any conflicts or other problems that may arise as a result.

Advance Consent to Conflicts

Graydon represents many other businesses and individuals. It is possible that, during the time we are representing you, we may also represent other present or future clients in matters, unrelated to this representation, in which your interests are adverse. For example, if you have a lending relationship with a Graydon client, we may represent the other party to that relationship in an unrelated matter in which your interests are adverse, including an unrelated matter arising out of that lending relationship. If you have an

employment relationship with a Graydon client, we may represent the other party to that relationship in an unrelated matter in which your interests are adverse, including an unrelated matter arising out of that employment relationship. Or if you have a business relationship with a Graydon client, we may represent the other party to that relationship in an unrelated matter in which your interests are adverse, including an unrelated matter arising out of that business relationship.

You agree that our representation of you in this matter will not disqualify our firm from representing other clients in matters, including litigation, that are unrelated to the subject matter of this representation, and you consent to any conflict of interest with respect to those representations. Graydon agrees, however, not to divulge any confidential or non-public information about you that we acquire as a result of our representation of you, or to use any such information to your material disadvantage in connection with any litigation or other matter in which we represent a client whose interests are adverse to yours.

Internal Consultation with Counsel to the Firm or Risk Management Partner

From time to time, lawyers or others in the firm will consult with either or both of the Graydon lawyers designated as Counsel to the Firm and Risk Management Partner on ethical and other professional-conduct issues, including issues involving potential claims against the firm, that arise in connection with the firm's representation of a client. As a condition of Graydon's representation, you agree that lawyers and others in the firm may consult with the lawyers designated as Counsel to the Firm and/or Risk Management Partner regarding the firm's representation of you, even if the consultation involves a dispute or potential dispute between you and the firm. You also agree that those consultations are protected from disclosure, including disclosure to you, by the attorney-client privilege to the extent permitted by applicable law.

Litigation Matters – Litigation Holds

If our representation involves litigation, or a regulatory or other process that may require us to produce information to another party, whether such party is adverse or not, applicable laws or rules may require us to preserve that information, and any failure to do so may involve severe consequences. The obligation to preserve information applies to both hard-copy and electronically-stored information (ESI), and it applies to information that exists at the time of the engagement as well as information that is created later. Therefore, if we agree to represent you in such a matter, you agree that you understand your duty to preserve, until further notice, all information, including ESI, relating to the subject matter at issue, regardless of where it is located or what form it is in. That means all records, communications, and data, including, for example, memoranda, letters, spreadsheets, databases, calendars, telephone logs, computer disks, emails (including attachments), voice-mail, instant messages, audiotapes, videotapes, CDs, charts, handwritten notes, drafts, files, backups, and other materials. You will also need to tell other people in your organization (including IT), if applicable, in possession of such information that they will need to preserve it as well. You acknowledge that you understand your duty to preserve evidence, including paper and electronic records relating to this matter.

Resolving Disagreements

We hope that no disagreements ever arise concerning any aspect of our professional relationship with you. If there is a dispute concerning our fees, services, or relationship, however, such matters can usually be quickly and amicably resolved between you and your Client Manager. If the issue is not satisfactorily resolved at that point, we urge you to promptly discuss your concerns with the Chair of our Executive Committee, Thomas A. Prewitt, who may be reached by phone at 859-578-2426.

Ending the Attorney-Client Relationship

You may terminate our services and representation at any time upon written notice to us. Such termination will not, however, relieve you of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on your behalf through the date of termination and as a result of termination.

Similarly, we reserve the right to withdraw from our representation, as required or permitted by the applicable rules of professional conduct, upon written notice to you. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the specified matter, and you agree to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal. We will be entitled to be paid for all services rendered and costs or expenses incurred on your behalf through the date of withdrawal. If permission for withdrawal is required by a court, arbitration panel, or other tribunal, we will promptly request such permission, and you agree not to oppose our request. In the event you wish to engage new counsel to represent you, you will be solely responsible for doing so.

Unless previously terminated, our representation of you in a particular matter will terminate upon the earlier of our sending you a written notice of termination or our sending you our final statement for services rendered in the matter.

Following termination of our services, at your request, your papers and property will be returned to you upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by the firm unless otherwise agreed. These firm files may include, for example and as permitted by applicable ethical rules, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal attorneys' work product prepared for the internal use of our attorneys. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

You are engaging the firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable law that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the firm will have no continuing obligation to advise you with respect to future legal developments.

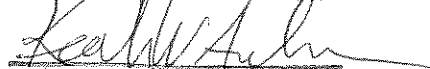
Dedication to Service

Graydon is dedicated to quality client service. Our goal is to exceed your expectations at all times. We appreciate the trust you have placed in us and look forward to working with you.

If you have questions regarding these Terms of Engagement, please discuss them with your Client Manager. Thank you.

Rev. 5-17
890.8

~~APPROVED AS TO FORM~~



Keith W. Anderson
Asst. Prosecuting Attorney

Resolution

Number 18-1230

Adopted Date August 07, 2018

AUTHORIZE THE VICE PRESIDENT OF THE BOARD TO SIGN A MUTUAL RELEASE OF CLAIMS WITH C. JOHN BRANNON AND SHALLOW CREEK KENNELS, INC

BE IT RESOLVED, to authorize the Vice President of the Board to sign a Mutual Release of Claims with C. John Brannon and Shallow Creek Kennels, Inc. relative to the purchase of a canine by the Warren County Sheriff's office.

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

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: c/a—Shallow Creek Kennels, Inc.
c/a—Brannon, C. John
Sheriff (file)
Adam Nice – Prosecutor's Office

MUTUAL RELEASE OF CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned parties, C. John Brannon and Shallow Creek Kennels, Inc. [hereinafter Shallow Creek], both with a business address of 6572 Seneca Road, Sharpsville, PA 16150, and the Warren County, Ohio, Board of County Commissioners on behalf of the Warren County Sheriff, [hereinafter County] whose address is 406 Justice Drive, Lebanon, Ohio 45036 hereby release each other of any and all claims related to canine Heppy aka Maverick, ID #182437, born 06/21/2016 [hereinafter Heppy], as follows:

County does hereby accept the payment of SIX THOUSAND DOLLARS AND ZERO CENTS (\$6,000.00), as payment in full for costs and damages caused to it for the alleged breach of contract concerning canine Heppy. County hereby releases C. John Brannon and Shallow Creek for any and all claims related to canine Heppy.

County represents that the canine Heppy has had proper medical care and handling and at no times has it been subject to abuse or neglect by County or its agents while in the County's care.

C. John Brannon as an individual and on behalf of Shallow Creek in his capacity as President, does hereby accept the prompt return of canine Heppy, along with his passport and x-ray images, as payment in full for any and all claims related to canine Heppy, and hereby releases County for any and all claims to related to canine Heppy.

It is understood and agreed that this settlement is the compromise of a disputed claim, and that this settlement is not to be construed as an admission of liability on the part of the party or parties hereby released and that said Releasees deny liability on the part of the party or parties hereby released and that said Releasees deny liability therefor and intend merely to avoid litigation by buying their peace.

The undersigned further declare and represent that no promise, inducement or agreement not herein expressed has been made to the undersigned and that this release contains the entire agreement between the parties hereto and that the terms of this release are contractual and not a mere recital.

[Remainder of this page is intentionally left blank.]

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT AND IS AUTHORIZED TO SIGN ON BEHALF OF THE RELEASOR, WARREN COUNTY, OHIO BOARD OF COUNTY COMMISSIONERS,

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]

PRINTED NAME: David b Young

TITLE: Vice President

DATE: 8/7/18

RESOLUTION NO.: 18-1230

STATE OF Ohio)
Warren COUNTY) SS:
)

Before me, a Notary Public in said county and state personally appeared the above-named David b Young who acknowledged that they did sign the foregoing instrument and the same is their free act and deed. In testimony whereof, I have hereunto set my hand and official seal this 7 day of ~~July~~, 2018.

August
[Signature]
NOTARY PUBLIC



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

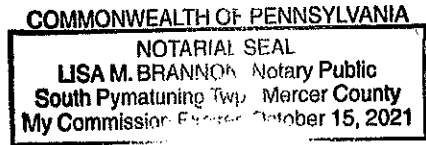
APPROVED AS TO FORM
[Signature]
Adam M. Nice
Asst. Prosecuting Attorney

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT AND IS AUTHORIZED TO SIGN ON BEHALF OF THE RELEASOR, C. JOHN BRANNON

SIGNATURE: *C. John Brannon*
PRINTED NAME: C. John Brannon
TITLE: _____
DATE: 07.26.2018

STATE OF Pennsylvania)
Mercer COUNTY)
)

SS:



Before me, a Notary Public in said county and state personally appeared the above-named C. John Brannon II who acknowledged that they did sign the foregoing instrument and the same is their free act and deed. In testimony whereof, I have hereunto set my hand and official seal this 26 day of July, 2018.

Lisa M Brannon
NOTARY PUBLIC

[Notary Seal]

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT AND IS AUTHORIZED TO SIGN ON BEHALF OF THE RELEASOR, SHALLOW CREEK KENNELS, INC.

SHALLOW CREEK KENNELS, INC.

SIGNATURE: *C. John Brannon*

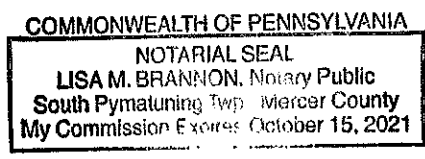
PRINTED NAME: C. John Brannon

TITLE: President

DATE: 07.26.2018

STATE OF Pennsylvania)
Mercer COUNTY)
)

SS:



Before me, a Notary Public in said county and state personally appeared the above-named C. John Brannon II who acknowledged that they did sign the foregoing instrument and the same is their free act and deed. In testimony whereof, I have hereunto set my hand and official seal this 26 day of July, 2018.

Lisa M Brannon
NOTARY PUBLIC

[Notary Seal]

Resolution

Number 18-1231

Adopted Date August 07, 2018

ENTER INTO AGREEMENT WITH OHIO CSEA DIRECTORS' ASSOCIATION (O.C.D.A.)
ON BEHALF OF WARREN COUNTY CSEA

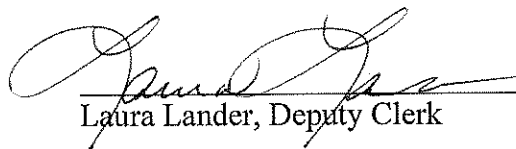
BE IT RESOLVED, to authorize the Board to execute an agreement with O.C.D.A. on behalf of Warren County CSEA for three licensed users to the Appriss Location Services; copy of said agreement attached hereto and made a part hereof.

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

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: c/a – O.C.D.A.
CSEA (file)

**PARTICIPATION AGREEMENT REGARDING THE
USAGE OF LOCATION SERVICES FOR INCARCERATED PARENTS
THROUGH APPRISS, INC.**

This Participation Agreement regarding the location services for incarcerated parents to be performed by Appriss, Inc. is entered into for usage of the program as of **July 1, 2018 through June 30, 2019**, by and between the County Commissioners Association of Ohio Service Corporation (“CCAOSC”), an Ohio for-profit corporation and the Warren County, Ohio, an entity under the auspices of the political subdivision of the State of Ohio (“Participant”) and the Ohio CSEA Directors’ Association (“OCDA” or “Manager”).

RECITALS

WHEREAS, CCAOSC wishes to continue assisting Ohio counties which are members of the County Commissioners Association of Ohio (CCAO) and which choose to participate either for themselves or on behalf of boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced location services for data regarding incarcerated parents;

WHEREAS, CCAOSC wishes to avail itself of the expertise of the Ohio CSEA Directors’ Association (“OCDA”) in relation to the administration of location services for these incarcerated parents;

WHEREAS, pursuant to procurement requirements, which can be provided upon request, Appriss, Inc. was determined to provide the best proposal based upon price and meeting the proposal data request;

WHEREAS, ORC Section 9.48(B) is the enabling statute that permits a political subdivision to participate in a joint purchasing program operated by a state association of political subdivisions in which the purchasing political subdivision is eligible for membership;

WHEREAS, ORC Section 9.48(C) exempts certain purchases by a political subdivision from competitive bidding through participation in an association program described in ORC Section 9.48(B);

WHEREAS, following a competitive procurement process, CCAOSC entered into a data use agreement with Appriss, Inc. for a period starting July 1, 2014 through June 30, 2016. This agreement was automatically renewed through June 30, 2018, and will now be automatically renewed through June 30, 2019 to provide location data for incarcerated parents;

WHEREAS, CCAOSC and the Participant(s) agree that it is necessary and desirable that this Agreement be entered into in order to provide a program that is needed to provide location services for prison data at a statewide price.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the CCAOSC, the Participant(s) and the Manager agree as follows:

SECTION 1. DEFINITIONS

Agreement - This Participation Agreement as the same may be amended, modified or supplemented in accordance with Section 3 hereof.

Manager - OCDA will be responsible for all the administrative activities and expenses associated with the administration of the Agreement.

Participant(s) - An Ohio county which is a member of both the County Commissioners Association of Ohio (CCAO) and OCDA, as well as its boards, agencies, districts or other instrumentalities that are taking part in the Program. The Participants for this Agreement may be the County Job & Family Services Agency, the County Child Support Enforcement Agency or the Children's Services Agency which is taking part in the Program or any other program that is a County Based program in need of location services for incarcerated parents to fulfill their responsibilities. If another agency is providing services through contract with the local Family Services Agency that requires usage of location services for incarcerated parents, that agency may be a participant if it is requested by the County Family Services Agency contracting with the non-Family Services Agency for the services, and that entity is a Key Partner member of OCDA. A Participant must be a member of OCDA either through a full membership for a County Family Services Agency which includes the Child Support Enforcement Agency, or a Key Partner membership for a Family Services Agency which does not include a Child Support Enforcement Agency, or a contracted County Agency providing services to the Child Support Enforcement Agency.

Program – The use of the potential location leads for parents who are currently or have been incarcerated.

Program Administrative Expense(s) - All reasonable administrative costs incurred by the Manager of Agreement. The administrative expenses will be assessed at \$80.00 per user for the program term. The administrative expenses will be monitored during the year and may be adjusted accordingly on an annual basis. Participants will be notified of any change to the Program Administrative Expense for any subsequent contracts by **March 15, 2019** and on successive years for any subsequent contract period.

Program Term - The period commencing **July 1, 2018 and ending on June 30, 2019**.

Data Use Agreement - That certain contract effective **July 1, 2018** between Appriss, Inc. and CCAOSC for location services for incarcerated parents for which the OCDA will be providing administrative support. The Agreement is attached hereto as Exhibit A. This Agreement is valid through **June 30, 2019**, with the potential for one (1) additional one (1) year agreement. Any subsequent contracts will go through a competitive procurement process.

User – A person identified by the Agency who completes an enrollment form and Confidentiality Agreement that establishes them as a user for Appriss, Inc.

Watch – An automated watch that can be placed on a particular social security number that will generate a system search for the person on a monthly basis. 100 watches per user are permitted under the monthly user license fee.

SECTION 2. RESPONSIBILITIES OF THE PARTIES REGARDING AGREEMENT

A. Participant(s) agree;

1. To be bound by the terms and conditions of the Agreement.
2. To monitor its service usage by confirming that said usage is for permissive purposes under the Data Use Agreement if requested to do so.
3. To pay the base rate of \$80.00 per license, per month, which includes 100 free watches. Participant(s) may also choose to pay an additional \$20.00 per month for a minimum of 100 additional watches. In addition, Participant(s) will pay a Program Administrative Expense to OCDA of \$80.00 per user for the program term. This will be invoiced during the first quarter of the program term, and may be subsequently invoiced for any users added during the program term.
4. To make payment to the OCDA for any invoice received within thirty (30) days from receipt, as described in the Agreement. Participant will be invoiced for activity quarterly, unless Participant notifies OCDA of an alternate payment timeframe. Participants are not responsible for any interest on delayed payments, but agree to be as timely as possible in the processing of said payments.
5. To notify the OCDA no later than **March 15, 2019** if it determines that it: i) does not want to utilize the Agreement in future contract periods; ii) does not want to maintain its membership in CCAO; iii) does not want to maintain its membership in the OCDA. Any notices provided pursuant to this paragraph shall also be utilized in the competitive procurement process. Participant must identify the number of users for the next year.
6. If Participant has not been able to complete the signature process for the Participation Agreement by July 31, 2018, Participant agrees to notify OCDA of the expected completion date. Previous completion of the Appriss Renewal (via email) indicates that Participant can begin making payments for service usage as of July 1, 2018.
7. To maintain the list of users with access to Appriss (JusticeXchange) under the current web-based system. Any changes with users should be reported promptly to OCDA.

B. County Commissioners Association of Ohio Service Corporation agrees:

1. To be bound by the terms and conditions of the Agreement.
2. To immediately notify Participant if Appriss, Inc. proposes any modification, amendment or change to the Agreement.
3. To immediately notify Participant if a public records request is made relating to Participant records that are in the possession of CCAOSC.
4. To give Participant written notice no later than **March 15, 2019** if it determines that it will not continue the current agreement or enter into a new agreement with Appriss, Inc. for services for periods after **June 30, 2019**.
5. To immediately notify Participant if either Appriss, Inc. or CCAOSC exercise its right to terminate the Agreement under Section 7 of such agreement.
6. That CCAOSC will not seek any additional payments, compensation or remuneration for such services from Participant once payment has been made. In this same regard CCAOSC and OCDA agree to hold Participant harmless for any requests from Appriss, Inc. for payments made by Participant to OCDA and not forwarded to Appriss, Inc.
7. That in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;
8. That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

C. Ohio CSEA Directors' Association agrees:

1. To be bound by the terms and conditions of the Agreement.
2. To issue billing invoices quarterly for the monthly user fee. Additional billing may be required if a Participant user has more than 100 watches in place. OCDA agrees to provide Participant with an activity report on a quarterly basis. The invoices will be individualized to each County agency utilizing the service. Once Participant makes payment to OCDA for any charges attributable to services it has acquired under the Agreement, OCDA will credit the invoice and forward to Appriss accordingly.
3. That in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age,

disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified an available to perform the work to which the contract relates;

4. That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

SECTION 3. AMENDMENTS

This Agreement may not be modified, amended or supplemented, in any respect unless agreed to, in writing, by more than two-thirds (2/3) of the Participants.

SECTION 4. MISCELLANEOUS

This Agreement shall be construed under the laws of the State of Ohio.

If the date on which any action or payment required to be taken or made under this Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

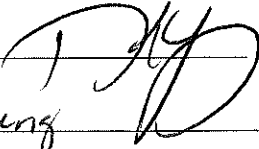
IN WITNESS WHEREOF, the undersigned representatives of CCAOSC, Participant(s), and OCDA, pursuant to the duly adopted authorizing resolutions of their governing boards have signed this Agreement.

**COUNTY COMMISSIONERS ASSOCIATION OF OHIO
SERVICE CORPORATION (CCAOSC)**

By: 

209 East State Street
Columbus, Ohio 43215

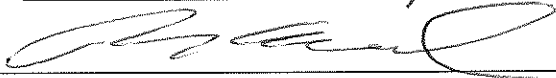
COUNTY OF WARREN
Board of Commissioners

BY: 
David G. Young
Vice President

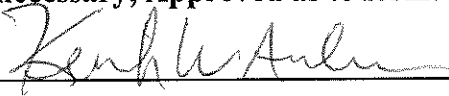
Date of Adoption of Approving Board Resolution 18-1231

Address:
406 Justice DR.
Lebanon, Ohio 45036

PARTICIPANT

AGENCY: WARREN COUNTY CSEA
By: 

Address:
500 Justice DR
Lebanon, Ohio 45036

If necessary, Approved as to form:

Asst Prosecutor

OHIO CSEA DIRECTORS' ASSOCIATION (OCDA)

By: 

1103 Schrock Road, Suite 309
Columbus, Ohio 43229

Resolution

Number 18-1232

Adopted Date August 07, 2018

APPROVE AND ENTER INTO A SUBSCRIPTION AGREEMENT WITH ALADTEC ON BEHALF OF WARREN COUNTY EMERGENCY SERVICES

BE IT RESOLVED, to approve and enter into a subscription agreement with Aladtec on behalf of Warren County Emergency services as attached hereto and made a part hereof.

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

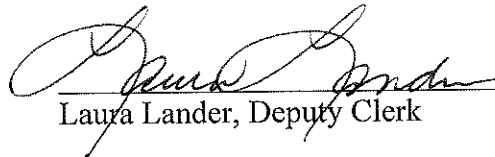
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: c/a—Aladtec
Emergency Services (file)
OMB



Online Employee Scheduling & Workforce Management Solutions

Subscription Agreement

Agreement - This agreement between Warren County Emergency Services (You, Your) and Aladtec, Inc.(We, Us, Our) together with any Schedules and Amendments that may be attached now or in the future form the complete agreement between You and Us.

Billing - The initial invoice is due upon receipt. Future invoices unless otherwise specified are invoiced annually and due within 30 days. Payment can be made via ACH, Check or Credit Card. All fees are in US dollars.

Term and Renewal - Unless otherwise specified, this Agreement is for one year with the initial Term commencing on the Effective Date listed below and subsequent renewals on the anniversary of the Effective Date. In the event you wish to terminate Your subscription at the end of a Term, You will provide written notice to Us before the end of the Term (Termination Notice). If you do not provide a Termination Notice, the Agreement will renew on the anniversary of the Effective Date and shall continue to do so unless or until You provide Termination Notice.

Subscription Fees - Your annual subscription fee is based on the number of Active Users as found in the Member Database of your system.

Set up Fees - There are none! Our experienced Specialists take the time needed to answer your system questions and get it set up how you want it. Because we take the time up front, we are not able to offer refunds of Subscription fees.

Effective Date - Aladtec will begin to deliver services, training and access to the software on July 24, 2018.

Training and Support - In addition to unlimited phone and email support your subscription includes unlimited access to training materials found in the application, on the website, blogs and Help Videos. In person Support is available for an additional fee.

Expectations - In order to ensure a successful and cost-effective implementation of the Aladtec Workforce Management system we mutually agree to the following:

You agree to:

1. Appoint a Project Manager to lead the implementation and give them ample time to complete it within 45 days from the date of this Agreement.
2. Ensure Project Manager and all Top Level Administrators review all appropriate Help Videos located in the application within seven days of this Agreement. (approximately 3 hours)
3. Identify more than one Top Level Administrators and ensure they attend a Training session.
4. Require all members log into the Aladtec system, update their profile in the Member Database and watch Help Videos for members. (approximately 15 minutes)
5. If you choose to use the Aladtec system for a particular process we highly recommend you do not perform the same process outside of the system. In other words, if you maintain the schedule, sign-ups, time off, etc... within the Aladtec system do not also email or post printed copies.

Aladtec agrees to:

1. Work together with you to establish an implementation timeline.
2. Configure Your system based on Your unique needs so it is setup exactly as you need it before training others.
3. Provide as many live phone, customized training sessions as needed for your Top Level Administrators.
4. Provide Rollout Guide and other tools to share with employees of all levels.
5. Share best practices learned after successfully implementing over 1900 systems.
6. Answer your questions promptly and professionally before, during and after rollout date.

Your Acceptance

(signature) 

By (printed name): David G Young

Its: (position) Vice President

Date Agreement Signed 8/7/18

Aladtec, Inc.



By: Robert Casey

Its: Vice President of Operations

Date Agreement Signed 7/23/18

Resolution

Number 18-1233

Adopted Date August 07, 2018

APPROVE ENGINEERING AGREEMENT WITH ARCADIS US INC., FOR THE DESIGN OF LOWER LITTLE MIAMI WASTEWATER TREATMENT PLANT MAINTENANCE BUILDING

WHEREAS, this Board of County Commissioners (the "Board") of the County of Warren, Ohio (the "County") recognizing the need for the construction of a maintenance building at the Lower Little Miami Wastewater Treatment Plant; and

WHEREAS, Section 153.65-71 of the Ohio Revised Code identifies the requirements and procedures for procuring the services of a consulting engineering firm for the development of detailed plans, specifications, and bid documents for the aforesated project; and

WHEREAS, Warren County and Malcolm Pirnie, Inc. (now Arcadis US, Inc) entered into an Engineering Agreement on March 14, 2006, through Resolution 06-401, for professional engineering services for the preparation of construction drawings, contract documents and specification, inspection, technical and surveying services during the design and construction of the Lower Little Miami Wastewater Treatment Plant project; and

WHEREAS, the maintenance building was designed around 2006, as part of the Lower Little Miami Wastewater Treatment Plant Expansion and Upgrade Project; and

WHEREAS, the County decided not to build the maintenance building during the original project; and

WHEREAS, the design of the maintenance building is in need of updates before it can be constructed; and

NOW THEREFORE BE IT RESOLVED, to enter into an Agreement with Arcadis US, Inc., for design engineering services for the above referenced project, subject to the following conditions:

1. The scope of services shall be as stipulated in the "Engineering Agreement" attached hereto and made part hereof.
2. Compensation shall be in accordance with the provisions of the "Engineering Agreement" and the attachment thereto.

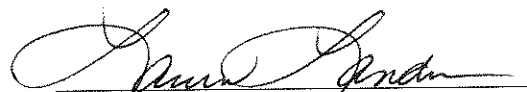
BE IT FURTHER RESOLVED to approve Purchase Order number 25101 in the amount of \$138,500 for said engineering services.

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

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Laura Lander, Deputy Clerk

cc: c/a—Arcadis US, Inc
Water/Sewer (file)
Project file

**ENGINEERING AGREEMENT
LOWER LITTLE MIAMI WWTP MAINTENANCE BUILDING PROJECT**

This professional engineering agreement ("Agreement") made and entered into on the date last stated below, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter called the "County"), and Arcadis US INC., 4665 Cornell Rd Suite 200, Cincinnati, Ohio 45241 (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the County desires professional engineering services for the preparation of construction drawings and specifications for **the maintenance building project**, consisting of the following:

Preliminary redesign and final design of the maintenance building at the Lower Little Miami Wastewater Treatment Plant, including all reasonable and customary features as detailed in **Attachment 1 –Scope of Services**.

WHEREAS, the Maintenance Building was originally designed as part of the Lower Little Miami Wastewater Treatment Plant Expansion and Upgrade Project but removed from the project before construction; and

WHEREAS, the Consultant was selected for the Lower Little Miami Wastewater Treatment Plant Expansion and Upgrade project in 2006, in accordance with applicable state procurement regulations (Ohio Revised Code §§ 153.66 through 153.69), which consisted of a public announcement for qualifications/proposals and interviews; and

NOW, THEREFORE, the County and the Consultant, for the consideration hereinafter set forth, agree that the Consultant will provide the following services herein described.

I. SCOPE OF SERVICES

See Attachment 1 – **Scope of Services**

II. COUNTY RESPONSIBILITIES

The County shall supply the following data to the Consultant:

1. Provide full information as to the requirements for the project.
2. Assist Consultant by placing at his disposal all available information pertinent to the project. Furnish copies at no charge.

3. Examine all studies, reports, sketches, drawings, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. Provide prompt written notice to the Consultant whether County observes or otherwise becomes aware of any defect in the project.
4. Make all County GIS mapping, aerial photography, aerial mapping horizontal and vertical control data and property identification and ownership data available to Consultant. All such data shall be compiled by the County and transferred to the Consultant at no charge.
5. Provide access to Consultant's staff for field visits to the site(s).

III. COMPENSATION

1. The Consultant's services shall commence upon the written authorization by the County to proceed as limited and stipulated by said written authorization. Any variation in scope of work and/or compensation relative thereto must be upon written authorization of the County.
2. All services performed pursuant to this Agreement shall be on a "per-hour" basis for the principals and employees of the Consultant, in accordance with the attached current fee schedule.
3. The Consultant shall be reimbursed for direct expenses, such as cost for travel, telephone toll charges, reproductions of documents and drawings, etc. incurred in connection with performing work under this Agreement.
4. Based on the requirements of the construction contract documents, specifications, and detail plans described herein, total compensation for all services performed under this Agreement, and all direct reimbursable expenses, shall not exceed the following amounts:

Task 1 -	Project Management	\$ 16,900.00
Task 2 -	Detailed Design Services	\$ 88,000.00
Task 3 -	Construction Phase Services	\$ <u>33,600.00</u>
	Base Contract	\$ 138,500.00

Payment of compensation shall be made to the Consultant within thirty (30) days after the receipt of an invoice from the Consultant.

IV. Documents and Contract Documents

County alone shall own the Consultant's project related documents, construction drawings, survey results, and work product (hereinafter Project Documents). County shall have every right, title, and interest in such Project Documents from the moment of creation, as related to this project. Consultant shall submit all Project Documents to County by electronic files.

Consultant grants to County an irrevocable, non-exclusive, perpetual, freely assignable, and royalty-free license to copy, reproduce, distribute, and otherwise use the Consultant's Project Documents including standard details and specifications for all project related purposes, such as but not limited to owning, financing, constructing, testing, commissioning, decommissioning, using, operating, maintaining, repairing, modifying, selling, obtaining insurance for, and obtaining permits for the project before, during, and after termination or completion of this Agreement.

Consultant may retain any copies of the Project Documents for information, reference, and the performance of project related professional services. Consultant shall have a non-exclusive, royalty free license to copy, reproduce, distribute, and otherwise use the Project Documents in relation to the performance of the project related professional services, including any Additional Services.

V. SCHEDULE FOR COMPLETION OF ENGINEERING TASKS

Time to complete each task from the Notice of Authorization to Proceed is as follows:

The following design schedule is anticipated

Milestone	Calendar Days from Notice to Proceed
Notice to Proceed	0
90% Submittal	90
100% Submittal	120

The following construction schedule is anticipated

Milestone	Calendar Days from Construction Notice to Proceed
Substantial Completion	330
Final Completion	360
Delivery of Record Drawings	390

Project schedule may vary based upon review agency comments and schedule; easement acquisition; and other items out of the control of the engineer including:

1. Services resulting from significant changes in general scope of the project, such as revising previously approved studies, reports, design documents, drawings or specifications when such revisions are due to causes beyond the control of the Consultant.
2. Furnishing the services of special consultants for other than normal civil, structural, mechanical, and electrical engineering and normal architectural design incidental thereto and not specifically included in the scope of work herein.
3. Special field investigations not specifically included in the scope of work herein, including, but not limited to, the taking of borings and laboratory testing of soil and rock samples.
4. Boundary surveys, legal descriptions, plats, and easement exhibits.
5. Services/increased fees resulting from changes in the schedule of the project beyond the control of the Consultant.

VI. SUPPLEMENTARY SERVICES

Supplementary services shall be furnished by the Consultant to the County if requested in writing by the County. The supplementary services shall commence when the Consultant receives a Certificate from the Fiscal Officer of the County providing for the specific item or supplementary service.

VII. INSURANCE

Prior to the commencement of any work, Consultant shall obtain and maintain in force at its sole cost and expense, Comprehensive General or professional liability and Automobile Liability Insurance (covering use of owned, non-owned, or hired vehicles) providing single limit coverage of One Million Dollars (\$1,000,000), with no interruption of coverage during the entire term of this Agreement. Consultant further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Consultant shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement. Consultant shall provide County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to County. Such liability insurance policies shall

contain provisions insuring the contractual liability assumed hereunder, naming the County as an additional insured with respect to the work under this Agreement and providing that such insurance is primary to any liability insurance carried by the County.

Consultant shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide County with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.

VIII. INDEMNIFICATION

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

IX. STANDARDS AND PRINCIPLES

Consultant shall comply with the County's standards, principles, and comply with accepted professional standards and principles.

X. POLICY OF NON-DISCRIMINATION

Consultant and its staff shall act in a non-discriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex or handicap.

XI. PARTIES AND RELATIONSHIP OF PARTIES

Whenever the terms County and Consultant are used herein, these terms shall include without exception the employees, agents, successors, assigns, and or authorized representatives of County and Consultant.

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. The parties expressly acknowledge and agree that with respected to any payments made to Consultant hereunder that Warren County 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 Warren County 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 Warren County 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.

XII. GOVERNING LAW AND VENUE

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. Consultant and County stipulate that the venue for any disputes hereunder shall be the Warren County Court of Common Pleas.

XIII. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between Consultant and County 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.

XIV. MODIFICATION OR AMENDMENT

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

XV. CONSTRUCTION

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

XVI. WAIVER

No waiver by either party of any breach of any provision of this Agreement,

whether by conduct or otherwise, in any one or more instances shall be deemed to be, or construed as a further or continuing waiver of any such breach or as a waiver of any breach of any provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner effect such party's right to enforce the same at a later time.

XVI. ASSIGNMENT

Neither party shall assign, delegate or transfer any of its rights or any of its duties under this Agreement without written consent of each other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing in this provision, however, will prevent Consultant from employing such independent professional consultants, associates and subcontractors as it may deem appropriate to assist in the performance of services hereinunder.

XVII. NOTICES

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

TO: Warren County Commissioners Office
Attn. County Administrator
406 Justice Drive
Lebanon, Ohio 45036
(513) 695-1250

TO: Dane Brown, Project Manager
ARCADIS-US, Inc.
4665 Cornell Rd Suite 200
Cincinnati, Ohio 45241
(513) 985-8068

XVIII. TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

County may terminate or suspend performance of this Agreement in part or in its

entirety for County's convenience upon written notice to the Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the County. If termination or suspension is for County's convenience, County shall pay Consultant for all services performed to date of termination.

XIX. AUTHORITY AND EXECUTION

ENGINEER:

IN EXECUTION WHEREOF, ARCADIS US, INC, has caused this agreement to be executed by Bradley Olson, its Vice President, on the date stated below, pursuant to a corporate resolution, a copy of which is attached hereto.

CONSULTANT'S NAME

SIGNATURE: Bradley A. Olson

PRINTED NAME: Bradley A. Olson

TITLE: Vice President

DATE: 7/25/2018

COUNTY:

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by David G Young, its Vice President, on the date stated below, pursuant to Resolution No. 18-033 dated 8/7/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: David G Young


PRINTED NAME: David G Young

TITLE: Vice President

DATE: 8/7/18

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: 
Assistant Prosecutor

Attachment

I. CURRENT FEE SCHEDULE

County agrees to pay the Consultant for any work performed under this Agreement upon Written Notice to Proceed. Compensation for labor costs shall be based upon direct employee labor costs times a fixed labor multiplier of 3.1. The fixed labor multiplier represents the total direct employee labor costs, overhead, and consultant profits set at 10% to be paid for this work. Upon request by the County, a detailed breakdown of costs included in the computation of this overhead rate will be submitted. Non-salary direct project expenses, such as mileage, traveling costs, copies, subconsultant costs, etc. are not subject to the above described multiplier. The following are the range of direct employee labor costs to be used for this project:

LABOR CLASSIFICATION	ESTIMATED RANGE OF DIRECT EMPLOYEE LABOR COSTS
Project Manager (P.E.)	\$82.00/Hr
Project Engineer	\$35.00/Hr
Civil CAD	\$30.00/Hr
HVAC & Plumbing	\$45.00/Hr
Architectural	\$45.00/Hr
Structural	\$45.00/Hr
Electrical and I&C	\$45.00/Hr
Clerical	\$25.00/Hr

In addition to labor costs, the County will reimburse the Consultant for the non-salary direct project expenses applicable for the project. Reimbursable direct project expenses shall be defined as the nonlabor cost of in-office and out-of-office expenses which are directly allocable to the services performed under this Agreement. Direct project reimbursable expenses may include vehicle rental or mileage, meals, lodging, transportation expenses, printing, reproduction, and work performed by subconsultants. Computer software, hardware expenses, computer usage, postage, and long distance phone costs shall not be reimbursable expenses under this contract.

II. REIMBURSABLE EXPENSES SCHEDULE

Local Mileage Reimbursement	Current Federal Reimbursement Rate
Subcontract Services	cost + 10%

WARREN COUNTY WATER & SEWER DEPARTMENT
LOWER LITTLE MIAMI WWTP MAINTENANCE BUILDING

EXHIBIT A
SCOPE AND SCHEDULE OF SERVICES
June 2018

PROJECT BACKGROUND

The Lower Little Miami Phase III Upgrade project was designed by Arcadis (Malcolm Pirnie) in 2006-2009 and constructed in 2009-2012. As part of that project, there was an Operation & Maintenance Building that was designed but was not included in the construction contract due to budget restrictions at that time. The County needs this facility and has chosen to update the design to current standards and construct the facility. There have been building code changes that have occurred since 2009 along with some desired changes by the County that will need to be incorporated into the design update. The following Scope of Services outlines the necessary tasks, and assumptions to update the previous design and aid the County in the construction of this facility.

SCOPE OF SERVICES

Task 1 –Project Management

- 1.1 Conduct project setup, resource planning, and schedule development throughout the design update and construction phases of project.

Prepare for and attend monthly progress meetings or more frequently when necessary with the County. Consultant will furnish meeting agendas and meeting summaries for each progress meeting. The purpose of the meetings will be to keep the County informed throughout the project, seek input on applicable issues, and ensure that that input is incorporated into the project. It is anticipated that a total of 2 progress meetings will be required during the design update phase and 12 progress meeting will be required throughout the construction phase.

- 1.2 Conduct a kickoff workshop that will serve to both administratively kickoff the project and to capture and discuss known design changes and comments at the onset. Consultant staff in attendance at the meeting will include applicable building design discipline staff. Consultant staff shall review the original 2009 design and prepare for a Kickoff Workshop with the County. Prepare a basis of design report capturing the changes to the design discussed at the kickoff workshop.

Task 2 – Detailed Design Services

2.1 Consultant shall prepare the necessary drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings"). Drawings will be like the original design and will include the site/civil, architectural/structural, HVAC, Plumbing, and Electrical. Drawings prepared under this Contract shall become the property of the County upon completion of the work. Drawings will be prepared on a 22 inch x 34 inch format using AutoCad.

2.1.1 Document submittals:

1. Consultant will provide a review of the documents prior to each major submittal. The traditional 30% and 60% deliverables are unnecessary since this is an update of a previously complete design. Therefore, the submittals are anticipated to occur at the following intervals:
 - a. 90% Design (drawings and specifications)
 - b. 100% Design (drawings and specifications)
2. Consultant will prepare for review and approval by County, its legal counsel and other advisors, , general conditions and supplementary conditions, and (where appropriate) (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineers Joint Contract Documents Committee) and other related documents.
3. Construction specifications will be prepared to supplement the detailed design drawings. The specifications will be in Consultant's Standard Construction Specifications Institute (CSI) 50 Division Specification format. Note: The original design from 2009 was in CSI 16 Division format; however, that format is no longer supported by the industry or Arcadis; therefore, the specifications will be delivered in the CSI 50 Division Specification format.

2.1.2 The Operations/Maintenance Building Design is anticipated to include the following:

1. Civil
 - a. Review existing Operations/Maintenance Building Drawings and make revisions based on discussion during the Kickoff Workshop.
 - b. Reposition the Operations/Maintenance Building based on current site conditions
 - c. Paving and sidewalks as required to access the new facility
 - d. New site utilities to service the Operations and Maintenance Building. Relocate the existing underground duct bank.

2. Architectural
 - a. Review existing Operations/Maintenance Building Drawings and make revisions based on discussion during the Kickoff Workshop.
 - b. Revise existing drawings to increase the size of garage bays.
 3. Structural
 - a. Review existing Operations/Maintenance Building Drawings and make revisions based on discussion during the Kickoff Workshop.
 - b. Revise existing drawings to increase the size of garage bays.
 4. Electrical
 - a. Review existing Operations/Maintenance Building Drawings and make revisions based on discussion during the Kickoff Workshop.
 5. Plumbing and HVAC
 - a. Review existing Operations/Maintenance Building Drawings and make revisions based on discussion during the Kickoff Workshop.
 - b. It is known that new energy code will require improvements to the building envelope and originally specified HVAC equipment will need changed due to discontinuation of equipment.
- 2.2 An opinion of probable construction costs will be developed at the 90% and 100% submittals. Unit costs will be based on manufacturer's quotes, cost estimating manuals, and recent cost estimating experience. These costs will include allowances for contractor overhead and profit including contingency.
- 2.3 Consultant shall attend one Public Meeting. Consultant shall prepare necessary materials for the meeting.
- 2.4 Consultant will provide technical support for the required building permit. The County will take lead and developing, paying, and submitting for the required building permits. Since the project does not include any changes to the treatment process, it is anticipated that OEPA approvals are not required.
- 2.5 Arcadis will provide the following bidding phase engineering services:
- 2.5.1 Assisting the County in advertising for and obtaining bids
 - 2.5.2 Maintaining a record of prospective bidders (Plan Holders)
 - 2.5.3 Responding to bidder questions and comments
 - 2.5.4 Issuing bid addenda, if necessary
 - 2.5.5 Attending the bid opening, preparing a bid tabulation, and assist in evaluating the bids

- 2.5.6 Consulting with the County regarding the acceptability of subcontractors, suppliers, and other individuals and entities proposed by the Contractor
- 2.5.7 Assisting the County in awarding and executing a construction contract(s)

This Scope of Basic Engineering Services does not include surveying or geotechnical services. The design will utilize the survey and geotechnical reports developed during the Lower Little Miami WWTP Phase III Upgrade.

This Scope of Basic Engineering Services assumes that the project will be bid and constructed as a Single Prime Contract.

Task 3 – Construction Phase Services

- 3.1 Arcadis will provide the following Construction Administration services:
 - 3.1.1 Administer the construction Contract as the County’s representative and act as initial interpreter of the Contract Documents
 - 3.1.2 Assist the County in selecting an independent material testing laboratory and review all material testing laboratory reports
 - 3.1.3 Review shop drawing submittals and evaluate the acceptability of substitute or “or equal” materials and equipment
 - 3.1.4 Participate in the Pre-Construction Conference and twelve Progress Meetings, and prepare and distribute a report of each meeting
 - 3.1.5 Review and respond to Requests for Information (RFI) from the Contractor (up to 20)
 - 3.1.6 Review monthly Contractor Applications for Payment (excluding Certified Payroll forms)
 - 3.1.7 Conduct a Substantial Completion inspection and provide Substantial Completion certification to the County and the Contractor
 - 3.1.8 Conduct a Final Inspection and make recommendation for Final Payment to Contractor
 - 3.1.9 Receive and review the Contractor’s “as built” drawings

- 3.2 As-needed Special Inspections: The County will be providing inspection services for this project. Arcadis will assist the County on an as-needed basis to provide inspections for when the County requests assistance as well as special inspections that may be required by the Warren County Building Department.
- 3.3 Furnish the County with a one set of Record Drawings on Mylar and provide the County with AutoCAD DWG files (this task will be completed after the County makes Final Payment to the Contractor)

SCHEDULE OF SERVICES

The following design schedule is anticipated

Milestone	Calendar Days from Notice to Proceed
Notice to Proceed	0
90% Submittal	90
100% Submittal	120

The following construction schedule is anticipated

Milestone	Calendar Days from Construction Notice to Proceed
Substantial Completion	330
Final Completion	360
Delivery of Record Drawings	390

BUDGET

See Exhibit B for project budget.

Warren County LLMWTP Maintenance Building
Exhibit B - Budget

ARCADIS U.S., Inc. 4685 Cornell Road, Suite 200 Cincinnati, Ohio 45241 513-860-8700		Employee Role											Total Cost	
		Project Manager	Project Engineer	Civil CAD	HVAC & Plumbing	Architectural	Structural	Electrical and I&C	Admin Assistant	Total Hours	Subtotal Cost w/ Multiplier	Expenses		Total Cost
Task 1 - Project Management														
1.1	Project Management	6	24						24	54	\$6,000		\$6,000	\$6,000
1.2	Kickoff Workshop & Basis of Design	6	40			32				78	\$10,400	\$500	\$10,900	\$10,900
Task 2 - Design Update & Bidding														
2.1	Drawing & Specifications	4	58	40	160	120	80	120	8	590	\$76,200		\$76,200	\$76,200
2.2	Cost Opinion	2	12		4	4	4	4		30	\$4,000		\$4,000	\$4,000
2.3	Prep & Attend Public Meeting	4	8							12	\$1,900	\$100	\$2,000	\$2,000
2.4	Building Permit Assistance		4	8		4				16	\$1,800	\$300	\$2,100	\$2,100
2.5	Bidding Services	4	16						8	28	\$3,400	\$300	\$3,700	\$3,700
Design Phase Total Hours		26	162	48	164	160	84	124	40	808				
Design Phase Total Costs											\$103,700	\$1,200	\$104,900	\$104,900
Task 3 - Construction Phase Services														
3.1	Construction Administration	12	72	40	16	16	16	16	4	192	\$23,600	\$200	\$23,800	\$23,800
3.2	As Needed and Special Inspection		40							40	\$4,400	\$1,000	\$5,400	\$5,400
3.3	Record Drawings		4	40						44	\$4,200	\$200	\$4,400	\$4,400
Construction Phase Total Hours		64	440	176	344	336	184	264	84	1,892				
Construction Phase Total Costs											\$32,200	\$1,400	\$33,600	\$33,600

Assumptions: 1. Fee is based on a 3.1 direct labor multiplier with expense reimbursement per federal rates

Total Estimated Fee **\$138,500**

Resolution

Number 18-1234

Adopted Date August 07, 2018

APPROVE AGREEMENT AND ADDENDUM WITH LIGHTHOUSE YOUTH SERVICES AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

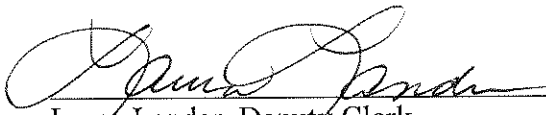
BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into an agreement and addendum with Lighthouse Youth Services, on behalf of Warren County Children Services, for calendar year 2018, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

jc/

cc: c/a – Lighthouse Youth Services
Children Services (file)

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

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

This Agreement is between

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

hereinafter "Provider," whose address is:

Collectively the "Parties."

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

and

Provider Lighthouse Youth Services, Inc.		
Street/Mailing Address 401 E Mcmillan St		
City Cincinnati	State OH	Zip Code 45206

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

- 1) Exhibit I – Scope of Work;
- 2) Exhibit II – Request for Proposals (if applicable);
- 3) Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- 4) Exhibit IV – Rate Schedule.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **06/01/2018** through **03/31/2019**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for 0 additional, 0 year terms not to exceed 0 years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal (RFP) allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement and the addenda thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. All other definitions to be resolved through Federal Regulations, OAC 5101:2-1-01 and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the case plan including participation in case reviews and/or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider.
- B. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. Failure to submit the progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.
- C. Provider agrees that children will not be moved to another foster home or other out-of-home care setting within the Provider's network of available placement services without prior approval or in the event of an emergency, simultaneous notification to the Agency. Notification will include such information as name, address, and phone number of the new foster home or other out-of-home care setting
- D. Provider agrees to notify all Agencies whose children are co-located when any child placed is critically injured or dies in that location immediately or at a minimum within 24 hours through the procedure detailed in the Addendum to the Agreement.
- E. Notification to the Agency of critical incidents must occur immediately through the procedure detailed in the Addendum to the Agreement. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified program (ODJFS 5101:2-9-23; ODMH 5122-30-16, 5122-26-13; ODADAS 3793:2-1-04; DODD 5123:2-17-02).
- 1) Emergency situations include but are not limited to the following:
 - a. Absent Without Leave (AWOL)
 - b. Child Alleging Physical or Sexual Abuse / Neglect
 - c. Death of Child
 - d. Illicit drug / alcohol use; Abuse of medication or toxic substance
 - e. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital.
 - f. Perpetrator of Delinquent / Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors)
 - g. School Expulsion / Suspension (formal action by school)
 - h. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER)
 - i. Victim of assault, neglect, physical or sexual abuse
- F. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
- 1) The filing of any law enforcement report involving the child
 - 2) When physical restraint is used/applied.
- G. Written documentation of the emergency and non-emergency situations shall be provided to the Agency within one (1) business day of the initial notification.
- H. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community based school or vocational/job skills training, community service activities, *independent living skills if age 14 or older*, monitoring and supporting community adjustment.
- I. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- J. The Provider agrees to provide notice of removal of a child by giving a minimum of 14 calendar days' notice, and to submit a discharge plan summary no later than thirty calendar days after the date of discharge in accordance with the applicable licensed or certified program. (ODJFS 5101:2-5-17; ODMH 5122-30-22 5122-30-04; ODADAS 3793:2-1-04, 3793:2-1-05; DODD 5123:2-7-10, 5123:2-3-05).
- K. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- L. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.

- M. When applicable, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule 5101:2-42-65 of the Administrative Code.
- N. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- O. The Provider agrees to notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty five (45) business days prior to the occurrence.
- P. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for Agency children, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty four (24) hours of any change in the status of the foster home license.
- Q. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- R. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. FTMs, Treatment Team Meetings, IEPs, etc.).

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide a copy of the case plan to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties. Agency agrees to also provide a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases or at placement for existing cases.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIII of this Agreement.
- D. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- E. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- F. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- G. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- H. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- I. The Agency represents:
 - 1) that it has adequate funds to meet its obligations under this Agreement;
 - 2) that it intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3) that it will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$30,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The Agency agrees to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third party payer. Payment shall not exceed the Medicaid allowable rate.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt. Failure of the Agency to comply with the prompt payment requirement will be part of the dispute resolution process contained in Article XIII.
- H. Agency reserves the right to withhold payment for any portion of an invoice in which it asserts that a discrepancy exists. In such instances, the Agency shall withhold payment only for that portion of the statement with which it disagrees. The Agency shall notify the Provider in a timely manner when there is a billing discrepancy. Once discrepancies are resolved, Provider may re-submit an invoice for the disputed charges within the specified requirements set in Article VI
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for

payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:

- 1) Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
- 2) Issue a notice of intent to terminate the Agreement.

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

The Agency may elect to not make payment of any invoice received 60 business days after the timeframe in accordance with Article VI. Reasonable cause for late submission of an invoice will be considered by the Agency on a case by case basis. Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIII.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than ninety (90) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VI. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date.
- E. Notwithstanding the above, in cases of confirmed allegations of: i) improper or inappropriate activities, ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a child; iv) unethical business practices or procedures; and v) any other event that Agency deems harmful to the well-being of a child; or vi) loss of funding as set forth in Article V, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS

A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:

- 1) All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all deliverables submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
- 2) If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
- 3) All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.

B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.

C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of the Agency's child and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the Agency's Child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all of the Agency's child and families' documentation is protected and maintained in a secure and safe manner.

D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

E. Although information about and generated under this Agreement may fall within the public domain, the Provider shall not release information about or related to this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, deliverables and results obtained under the Agreement, impact of Agreement activities, and assessment of the Provider's performance under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.

F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC Sections 2151.86, 5103.0328, 5103.0319 and applicable OAC Sections as defined in Article XXI of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers who are involved in the care for a child and interns.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of

1964.

- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1) Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2) Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - 3) Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60. The parties will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to LEP Childs through the use of an oral or written translator or interpretation services in compliance with this requirement, Childs shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Howard M. Metzenbaum Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

- A. In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:
 - 1) The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
 - 2) If the parties are unable to resolve the dispute in (1), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
 - 3) Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. AMENDMENTS

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

Article XVI. NOTICE

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

if to Agency, to

Warren County Children Services
416 S East St
Lebanon OH 45036

if to Provider , to

Lighthouse Youth Services, Inc.
401 E Mcmillan St
Cincinnati OH 45206

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees, currently have no, nor will they acquire, any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the conflicting interest will not participate in any activities related to this Agreement
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with Ohio Revised Code provisions 102.03, 102.04, 2921.42, 2921.43.

Article XX. INSURANCE

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

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

A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

- 1) Additional insured endorsement;
- 2) Product liability;
- 3) Blanket contractual liability;
- 4) Broad form property damage;
- 5) Severability of interests;
- 6) Personal injury; and
- 7) Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers) "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.

C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.

D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:

- 1) Additional insured endorsement;
- 2) Pay on behalf of wording;
- 3) Concurrency of effective dates with primary;
- 4) Blanket contractual liability;
- 5) Punitive damages coverage (where not prohibited by law);
- 6) Aggregates: apply where applicable in primary;
- 7) Care, custody and control – follow form primary; and
- 8) Drop down feature.

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

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

F. The Provider further agrees with the following provisions:

- 1) All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
- 2) The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
- 3) Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director

- or Designee.
- 4) Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
 - 5) Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
 - 6) Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
 - 7) If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
 - 8) Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
 - 9) Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
 - 10) Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
 - 11) If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

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

B. Transportation of Child

- 1) Any individual transporting Childs shall possess the following qualifications:
 - a. Prior to allowing an individual to transport a Child, an initial satisfactory Bureau of Motor Vehicle ("BMV") abstract from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure must be obtained;
 - b. Thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure; and
 - c. A current valid driver's license and vehicle insurance must be maintained.
- 2) In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. the individual has a condition which would affect safe operation of a motor vehicle;
 - b. the individual has six (6) or more points on his/her driver's license; or
 - c. the individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against child served by Agency.

Article XXIV. EXCLUDED PARTIES LIST

The Excluded Parties List prohibits public agencies from awarding an Agreement for goods, services, or construction, paid for in whole or in part from federal, state and local funds, to an entity identified on the list. By entering into this Agreement, Provider warrants and represents that they are not currently on the Excluded Parties List. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be placed on this Excluded Parties List during any term of the Agreement.

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

Article XXX. WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

Article XXXII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to the Agreement will be filed in the courts located in Warren County, Ohio.

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

SIGNATURES OF PARTIES:

Provider: <i>La Batt, COO</i>	Date 7-16-16
Printed Name Lighthouse Youth Services, Inc.	
Agency: <i>Warren WA</i>	
Printed Name Warren County Children Services	Date 7/30/18

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 18-1234, dated 8/7/18.

SIGNATURES:

TJ

Vice President
Warren County Board of Commissioners
8/7/18
Date

Approved as to Form:

Kathryn M. Horvath

~~Kathryn M. Horvath~~ *Keith W. Anderson*
Assistant Prosecuting Attorney

PURCHASE ORDER FILE INQUIRY
 PURCHASE ORDER#. 22324
 EXPENDED AMT. 2,407,212.39
 FUND..... 273
 SUB-FUND.....
 FUNCTION..... 5100
 OBJECT..... 447
 SUB-ACCOUNT..
 VENDOR NUMBER 00000
 APPROVAL DATE 1/05/18
 BLANKET PO... YES
 CANCELLATION. 0/00/00
 P.O. AMOUNT.. 3,000,000.00

FAOI25-FAS20

TRAN CODE. 0001 GENERAL PO TRANSACTION
 ORIGINAL MEMO.. CONTRACT PLACEMENT SVCS
 CHILDREN SERVICES
 *NONE
 CHILDREN SERVICES
 CHILD PLACEMENT SPECIALIZED
 *NONE

592,787.61 REMAINING AMOUNT

Name...
Address

LAST MEMO.. CONTRACT PLACEMENT SVCS

<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>PRICE</u>
1	CONTRACT PLACEMENT SVCS	3000000.00

F3-RETURN

ROLLUP/ROLLDOWN-CHANGE PAGE

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

ADDENDA TO AGREEMENT

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

This Agreement is between

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

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

and

hereinafter "Provider," whose address is:

Provider Lighthouse Youth Services, Inc.		
Street/Mailing Address 401 E Mcmillan St		
City Cincinnati	State OH	Zip Code 45206

Contract ID : 16468409

Originally Dated :06/01/2018 to 03/31/2019

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

Amendment Number 1 :

Amendment Reason:	OTHER
Amendment Begin Date:	06/01/2018
Amendment End Date :	03/31/2019
Increased Amount:	\$0.00

Article Name:

Amendment Reason Narrative:

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency : Warren County Children Services

Run Date: 07/11/2018

Provider / ID : Lighthouse Youth Services, Inc./ 24316

Contract Period : 06/01/2018 - 03/31/2019

Cost/Amendment Period :06/01/2018 -

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Emergency Shelter Service	43310			\$164.80								\$164.80	06/01/2018	03/31/2019

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

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

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

AMENDMENT #1

Article V. PROVIDER RESPONSIBILITIES

The parties do hereby agree that Article V, subsection B of the Agreement shall be deleted in its entirety and replaced with the following language:

“Provider agrees to submit the SORC monthly progress report as negotiated by the parties for each child no later than the fifteenth (15th) day of each month. The SORC progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. Failure to submit the SORC progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.”

AMENDMENT #2

Article V. PROVIDER RESPONSIBILITIES

The parties further agree that the following provision shall be added to Article V of the Agreement:

“Provider agrees to provide additional services (e.g. transportation of the child for routine services, including, but not limited to, court hearings, visitations, family visits, medical appointments, school, therapies, and recreational activities).”

AMENDMENT #3

Article V. PROVIDER RESPONSIBILITIES

WHEREAS, the parties have agreed in Article V, subsections (D) and (E) of the Agreement that the Provider will notify the Agency under certain circumstances of death, critical injury, critical incidents, or emergencies involving an Agency child; and

WHEREAS, the parties have agreed in Article V, subsection (F) of the Agreement that the Provider will notify the Agency within 24 hours of certain non-emergency circumstances involving an Agency child; and

WHEREAS, the parties have agreed in Article V, subsection (G) of the Agreement that notification shall contain written documentation; and

WHEREAS, the parties desire to detail the procedure Provider is to follow for notification in such circumstances and for provision of written documentation;

The parties hereby agree to the following procedures:

I. NOTIFICATION OF DEATH, CRITICAL INJURY, CRITICAL INCIDENT, OR EMERGENCY INVOLVING AGENCY CHILD

A. Normal Business Hours

If notification is made during the Agency's normal business hours, Provider shall make notification by calling the main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) The Agency Director;
- (2) The Agency Deputy Director;
- (3) The supervisor assigned to the child's case;
- (4) Another supervisor; or
- (5) The caseworker assigned to the child's case.

A voicemail left during normal business hours does not constitute notification.

B. After Normal Business Hours

If notification is made after the Agency's normal business hours, Provider shall make notification by calling the Agency's after-hours hotline telephone number at (513) 695-1600. Provider shall leave a message containing the following information:

1. Name of Provider
2. Name of caller
3. Call-back number
4. Name of child
5. A statement that the caller wishes to make notification of death, critical injury, critical incident, or emergency involving an Agency child.

Notification is not complete after normal business hours until Provider is contacted by return call from an Agency representative.

Following notification, Provider shall remain immediately available for further communications from the Agency.

II. NOTIFICATION OF NON-EMERGENCY INVOLVING AGENCY CHILD

During normal business hours and within 24 hours following the non-emergency situation, Provider shall call the Agency's main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) Supervisor assigned to child's case;
- (2) Caseworker assigned to child's case; or
- (3) Another supervisor.

A voicemail left during normal business hours does not constitute notification.

III. WRITTEN DOCUMENTATION

Provider shall provide written documentation of emergency and non-emergency situations pursuant to Article V, subsection (G) by any of the following methods:

A. MAIL – Provider may mail documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following address:

Warren County Children's Services
416 S. East Street
Lebanon, Ohio 45036

B. FASCIMILE/ FAX – Provider may fax documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following fax numbers:

(513) 695-1247; or
(513) 695-1880

C. ELECTRONIC MAIL/ EMAIL –

1. In the event of death, critical injury, critical incident, or emergency involving an Agency child, Provider may email documentation to the Agency Director, copying the Agency Deputy Director, the supervisor assigned to child's case, and the caseworker assigned to child's case.

2. In the event of a non-emergency involving an Agency child, Provider may email documentation to the supervisor assigned to child's case, copying the caseworker assigned to the child's case.

AMENDMENT #4

ARTICLE VI. AGENCY RESPONSIBILITIES


The parties further agree that Article VI, subsection (G) of the Agreement shall be amended as follows:

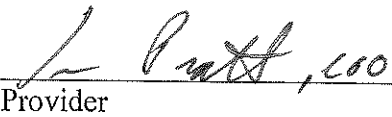
The language that states "thirty (30) calendar days" shall be replaced with "twenty-four (24) hours, not to exceed thirty (30) calendar days."

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

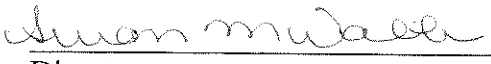
IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the ^{Vice}President of the Warren County Board of Commissioners, pursuant to Resolution Number 18-1234, dated 8/7/18, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:

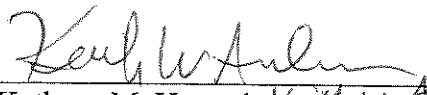

Vice President
Warren County Board of Commissioners
Date 8/7/18


Provider
Date 7-16-18

Reviewed by:


Director
Warren County Children's Services

Approved as to Form:


Kathryn M. Horvath ~~Keith W. Anderson~~
Assistant Prosecuting Attorney



Department of
Job and Family Services

John R. Kasich, Governor
Cynthia C. Dungey, Director

May 5, 2017

Paul Haffner, Board Chair
Lighthouse Youth Services
401 E. McMillan Street
Cincinnati, Ohio 45206

**RE: Issuance of a Full Certificate to Perform Specific Functions to: Lighthouse Youth Services,
401 E. McMillan Street, Cincinnati, Ohio 45206 (Recertification - Study ID# 79967)**

Dear Mr. Haffner:

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing a full certificate to the above named agency to perform the functions identified below, in accordance with all applicable Chapters of the Ohio Administrative Code (OAC). Enclosed is a copy of the certificate that is in effect from **February 4, 2017 through February 3, 2019**. The original certificate has been sent to the agency's administrator.

The following functions are hereby under full certification:

1. To operate a Children's Residential Center, with a capacity of 67 male children from 10 to 17 years of age, and if mentally or physically handicapped persons under 21 years of age, known as:

Paint Creek
1071 Tong Hollow Road
Bainbridge, Ohio 45612
Ross County

To operate a Children's Residential Center, with a capacity of 16 children from 10 to 17 years of age, and if mentally or physically handicapped persons under 21 years of age, known as:

Youth Development Center
3603 Washington Street
Cincinnati, Ohio 45229
Hamilton County

To operate a Children's Residential Center, with a capacity of 12 children from 12 to 17 years of age, and if mentally or physically handicapped persons under 21 years of age, known as:

New Beginnings
6124 Dryden Avenue
Cincinnati, Ohio 45213
Hamilton County

2. To operate or provide Independent Living arrangements;
3. To act as a representative of ODJFS in recommending Family Foster Homes for certification;
4. To act as a representative of ODJFS in recommending Treatment Foster Homes for certification;
5. To participate in the placement of children in Foster Homes; and
6. To participate in the placement of children for Adoption.

30 East Broad Street
Columbus, Ohio 43215
jfs.ohio.gov

An Equal Opportunity Employer and Service Provider

The full certificate to perform the above listed functions extends to the agency's branch office(s) located at:

3330 Jefferson Avenue
Cincinnati, Ohio 45220
Hamilton County

Although the review completed by ODJFS showed your agency to be in acceptable compliance with applicable OAC rules, the following noncompliance areas were cited. A Corrective Action Plan has been submitted and approved for each of the following areas:

Review Noncompliance

RULE	RULE TITLE
OAC:5101: 2-5-32(I)(2)	Occupancy Limitations and Accessibility
OAC:5101: 2-5-35(A)(4)	Children's Rights
OAC:5101:2-9-21(B)(13)	Care, Supervision and Discipline
OAC:5101: 2-48-12.1(E)(9)	Adoption Homestudy Updates

If you have any questions, please contact Rowena Hayslip, Licensing/Certification Specialist at Dayton Field Office, 6680 Poe Avenue, Suite 350, Dayton, Ohio, 45414 at (937) 264-5740 or e-mail at Rowena.Hayslip@jfs.ohio.gov.

Sincerely,



Carla K. Carpenter
Deputy Director
Office of Families and Children

Enclosure

c: Jayson Pratt, Administrator
Lakeisha Hilton, OFC
Gina Velotta, OFC
Rowena Hayslip, OFC
File

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

**John R. Kasich
Governor**

**This is to Certify that
LIGHTHOUSE YOUTH SERVICES, INC.
401 E. MCMILLAN STREET
CINCINNATI, OHIO 45206
(RECERTIFICATION – STUDY# 79967)**

Has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.

The specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying letter.

To operate a Children's Residential center(s)

To operate or provide Independent Living arrangements

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

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

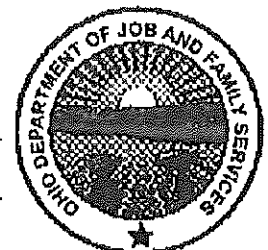
To participate in the placement of children in Foster homes

To participate in the placement of children for Adoption

This certificate is effective From February 4, 2017 To February 3, 2019

Temporary certificate expiration date To _____

Unless sooner revoked or amended by the Ohio Department of Job and Family Services





Promoting wellness and recovery

John R. Kasich, Governor • Tracy J. Plouck, Director • 30 E. Broad St. • Columbus, OH 43215 • (614) 466-2596 • mha.ohio.gov

March 23, 2018

Paul Haffner, CEO
Lighthouse Youth Services
401 E. McMillan St.
Cincinnati, Ohio 45206

Dear Mr. Haffner:

The purpose of this letter is to provide you with documentation that your request to relocate/add the site at **2314 Iowa St., Cincinnati, Ohio 45206** to your agency's certification has been approved **effective February 8, 2018**.

Please contact **Joy Sherer** at **513-948-3009** if you have any questions regarding this matter.

Sincerely,

Janel M. Pequignot, Chief
Bureau of Licensure and Certification

Enclosure: Certificates

pc: Executive Director, Hamilton County MHRS Board
Joy Sherer, Behavioral Health Standards Surveyor, OhioMHAS
Certification File



MHAS

Promoting wellness and recovery

John R. Kasich, Governor

Tracy J. Plouck, Director

Behavioral Health Certification

CERTIFICATE OF SERVICES

for

Lighthouse Youth Services dba Lighthouse Youth and Family Services

Certification Number: 01-0259

Issued: February 8, 2018

Expires: June 8, 2019

In accordance with Section 5119.36 of the Ohio Revised Code, this agency meets minimum standards and is hereby certified to provide behavioral health services and activities at the location(s) specified:

General Services
Mental Health Day Treatment
Crisis Intervention
SUD Case Management
CPST
Intensive Home Based Treatment (IHBT)
Assertive Community Treatment (ACT)

Director, Ohio Department of Mental Health and Addiction Services

Certification Number 01-0259

Agency Site Location(s)

3603 Washington Avenue Cincinnati, Ohio 45229	6124 Dryden Avenue Cincinnati, Ohio 45213
3330 Jefferson Avenue Cincinnati, Ohio 45220	401 East McMillan Street Cincinnati, Ohio 45206
1071 Tong Hollow Road Bainbridge, Ohio 45612	2522 Highland Avenue Cincinnati, Ohio 45219
2640 St. Charles St. Dayton, Ohio 45410	2314 Iowa St. Cincinnati, Ohio 45206

CARF INTERNATIONAL

*A Three-Year Accreditation is awarded to
Lighthouse Youth Services, Inc.*

for the following programs:

*Assertive Community Treatment: Mental Health
(Children and Adolescents)*

*Case Management/Services Coordination: Integrated: AOD/MH
(Adults)*

*Case Management/Services Coordination: Integrated: AOD/MH
(Children and Adolescents)*

*Day Treatment: Mental Health
(Juvenile Justice)*

*Intensive Family-Based Services: Mental Health
(Children and Adolescents)*

*Outpatient Treatment: Integrated: AOD/MH
(Adults)*

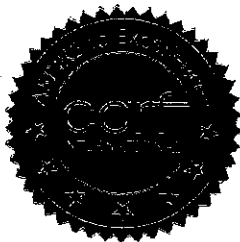
*Outpatient Treatment: Integrated: AOD/MH
(Children and Adolescents)*

*Crisis Intervention
(Children and Adolescents)*

*Residential Treatment
(Juvenile Justice)*

*This accreditation is valid through
June 2018*

The accreditation seals in place below signify that the organization has met annual conformance requirements for quality standards that enhance the lives of persons served.



This accreditation certificate is granted by authority of:

Herb Zaretsky, Ph.D.
Chair
CARF International Board of Directors

Brian J. Boon, Ph.D.
President/CEO
CARF International



January 17, 2018

Jodi Harding, LSW, PCC-S, LICDC
Vice President of Clinical Services
Lighthouse Youth Services, Inc.
401 East McMillan Street
Cincinnati, OH 45206

Dear Ms. Harding:

This letter is to confirm the extension of accreditation for Lighthouse Youth Services, Inc. from June 30, 2018 to August 31, 2018. The organization's survey will be scheduled between July 1, 2018 and August 31, 2018 and the current accreditation will remain in effect until the outcome of the survey is available. The organization should receive its accreditation report and the official level of accreditation award for this resurvey no later than October 31, 2018.

If more information is required, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Kay Donohoe".

Kay Donohoe
Manager, Survey Services
888-281-6531, Extension 7153
kdonohoe@carf.org

Company 207643
Survey 106044

PURCHASE ORDER FILE INQUIRY

FAOI25-FAS20

PURCHASE ORDER#. 22324
EXPENDED AMT. 2,407,212.39
FUND..... 273
SUB-FUND.....
FUNCTION..... 5100
OBJECT..... 447
SUB-ACCOUNT..
VENDOR NUMBER 00000
APPROVAL DATE 1/05/18
BLANKET PO... YES
CANCELLATION. 0/00/00
P.O. AMOUNT.. 3,000,000.00

TRAN CODE. 0001 GENERAL PO TRANSACTION
ORIGINAL MEMO.. CONTRACT PLACEMENT SVCS
CHILDREN SERVICES
*NONE
CHILDREN SERVICES
CHILD PLACEMENT SPECIALIZED
*NONE

592,787.61 REMAINING AMOUNT

Name...
Address

LAST MEMO.. CONTRACT PLACEMENT SVCS

<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>PRICE</u>
1	CONTRACT PLACEMENT SVCS	3000000.00

F3-RETURN

ROLLUP/ROLLEDOWN-CHANGE PAGE

Resolution

Number 18-1235

Adopted Date August 07, 2018

APPROVE AND ENTER INTO A COOPERATIVE AGREEMENT BETWEEN THE WARREN COUNTY BOARD OF COMMISSIONERS ON BEHALF OF THE WARREN COUNTY FAMILY AND CHILDREN FIRST COUNCIL AND WARREN COUNTY EDUCATIONAL SERVICE CENTER AND SAFE FAMILIES FOR CHILDREN

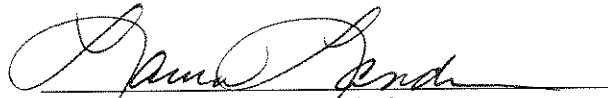
BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Cooperative Agreement with Warren County Educational Service Center and Safe Families for Children on behalf of the Warren County Family and Children First Council; copy of agreement is attached hereto and 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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Laura Lander, Deputy Clerk

jc/

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

Cooperative Agreement

I. Parties

This Agreement is entered into between the Warren County Board of County Commissioners (hereinafter referred to as "BOCC") on behalf of the **Warren County Family and Children First Council** (hereinafter FCFC) and the Warren County Educational Services Center as their Administrative Agent (hereinafter ESC); and **Safe Families For Children**, an initiative of the Coalition of Care Greater Cincinnati (hereinafter SFFC).

II. Authorization

This Cooperative Agreement is authorized pursuant to the provisions of Ohio Revised Code Section 121.37.

III. Purpose

The purpose of the Cooperative Agreement is to set forth the terms and conditions pursuant to which all parties shall cooperate.

IV. FCFC Duties

Through ESC, FCFC shall pay the sum of \$25,000.00 to SFFC towards securing a staff member to oversee the SFFC Program in Warren County. This payment shall be contingent upon the FCFC receiving the necessary funding from the BOCC. All such funds shall be expended by June 30, 2019.

V. SFFC Duties

- A. SFFC agrees to use the funds granted by this agreement for the purpose of securing staff that will recruit host families, oversee the referral process and acceptance of children, and oversee the training and mentoring of family coaches.
- B. SFFC agrees to return to FCFC any amount granted herein not used on the project as described by July 15, 2019.
- C. SFFC agrees to provide an accounting of all funds granted under this agreement and project updates on a semi-annual basis to include tracking and demographic information of children served; this will be submitted by January 15, 2019 and July 15, 2019 respectively.
- D. SFFC agrees all host families will complete all background requirements prior to any child residents of Warren County being accepted into their home; including: a home evaluation process, complete criminal background checks for all adult household members, and a search of the child abuse and neglect central registry for all adult household members. The central registry search needs to be requested by each individual adult household member by submitting the request in accordance with directions available at <http://ifs.ohio.gov/ocf/childprotectiveservices.stm>. A copy of this search will be provided to SFFC.

- E. SFFC agrees to limit the expenditures of the funds to children and families who are residents of Warren County.
- F. SFFC agrees to provide information regarding recruitment events being attended by SFFC to Warren County Children Services at least 7 days prior to the event, or at the time of scheduling, in order to coordinate recruitment efforts specific to the needs of children and families in Warren County.

VI. Liability

Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

SFFC shall, at its own expense, carry sufficient insurance of all kinds, including, but not limited to public liability for property damage, personal injury or death, to fully protect and forever save harmless FCFC, ESC and BOCC from any loss or liability of any kind, nature and description whatsoever relating to the services SFFC provides under the terms of this agreement. Said liability insurance shall be primary and any policy of liability insurance maintained by FCFC, ESC, and BOCC shall be secondary. The said liability insurance to be provided by SFFC shall be for a minimum of \$1,000,000 per occurrence. FCFC, ESC and BOCC shall be named additional insureds on the policy of liability insurance provided by SFFC with waiver of subrogation against them, and such policy of insurance shall provide the same coverage and duty to defend FCFC, ESC, and BOCC, as such policy provides for SFFC. A copy of said policy shall be submitted to FCFC, ESC and BOCC for their approval regarding adequacy of coverage and said coverage shall not be altered, amended or reduced without the express written consent of FCFC, ESC and BOCC.

VII. Fiduciary Duties and Obligations

- A. SFFC does hereby agree to use the funds as provided for herein and shall comply with all statutory and common law of the State of Ohio including but not limited to fiduciary duties, obligations and liabilities.
- B. Upon receipt of detailed invoices, pursuant to Item V (C) above, from SFFC, ESC will disburse funds accordingly for all completed work.

VIII. Term; Termination

- A. The term of this Cooperative Agreement shall be from the date last signed below until June 30, 2019 unless terminated sooner as set forth in Item VIII (B) below.
- B. Either party may terminate this Cooperative Agreement, either with or without cause, upon fourteen (14) days' notice to the other party.
 - 1. In the event of termination hereunder, neither party shall incur additional obligations in execution of this project on or after the date of notice of termination of this Cooperative Agreement.

2. Any payments or fund transfers between the parties which are provided for this in the Cooperative Agreement shall be prorated to the date of termination or used to pay obligations incurred prior to notice of termination.
3. Termination of the Cooperative Agreement by either party shall not relieve SFFC of its liability obligations as set forth in Item VI above.

IX. Notices

- A. All notices required or permitted by this Cooperative Agreement shall be given in writing and by certified mail addressed as set forth in Item IX(C) below unless a party gives the other party notice to address notices differently.
- B. All notices shall be deemed complete upon the date of delivery as evidenced by the certified mail return receipt, unless delivery was refused or unclaimed or the party to whom notice is directed intentionally avoids delivery or delays receipt of such notice, in which case notice will be deemed complete as of the date of mailing.
- C. Notices shall be addressed as follows;
 1. To: Family and Children First Council
c/o Warren County Educational Services Center
Attn: Alleyn Unversaw, Treasurer
1879 Deerfield Road
Lebanon, OH 45036
 2. To: Safe Families For Children
Dr. David Anderson, Executive Director
Lydia Home Association, dba Safe Families For Children
4300 Irving Park Road
Chicago, IL 60641

X. Complete Agreement; Modifications; Binding Effect; Choice of Law.

- A. This writing constitutes the complete Cooperative Agreement between the parties and all statements, negotiations, or representations, oral or otherwise, not incorporated herein and which tend to modify, contradict, or supplement this Cooperative Agreement are of no force and effect.
- B. This Cooperative Agreement shall not be modified except in writing and signed by the parties hereto.
- C. This Cooperative Agreement shall be binding upon the successors or the parties hereto.
- D. This agreement shall be governed by the laws of the State of Ohio. The parties hereto stipulate the exclusive venue, for any litigation including but not limited to breach of contract, declarations or interpretations shall be the Warren County, Ohio Court of Common Pleas.

XI. SFFC Execution

IN EXECUTION WHEREOF, Safe Families For Children has caused this Agreement to be executed by CHRIS COMBS, whose title is DIRECTOR, on the date stated below, pursuant to a corporate resolution authorizing such act, a copy of which is attached hereto.

Safe Families For Children
Signature: [Signature]
Print Name: CHRIS COMBS
Title: DIRECTOR
Date: 6/29/2018

XII. FCFC/ESC Execution

IN EXECUTION WHEREOF, the Warren County Family and Children First Council has caused this Agreement to be executed by Allyen Unversaw, its CFO, on the date stated below, pursuant to Resolution Number _____, dated _____.

Warren County Family and Children First Council
Signature: [Signature]
Print Name: Allyen Unversaw
Title: CFO
Date: 7/19/18

Warren County Educational Services Center
Signature: [Signature]
Print Name: Allyen Unversaw
Title: CFO
Date: 7/19/18

XIII. Warren County Board of County Commissioners

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this Agreement to be executed by its President or Vice-President, on the date stated below, pursuant to Resolution Number 18-1235.

Warren County Board of County Commissioners
Signature: [Signature]
Print Name: David G Young
Title: Vice President
Date: 8/7/18

APPROVED AS TO FORM

[Signature]

Kelli W. Anderson
Asst. Prosecuting Attorney

PURCHASE ORDER FILE INQUIRY

FAOI25-FAS20

PURCHASE ORDER#. 23198
 EXPENDED AMT. .00
 FUND..... 101
 SUB-FUND.....
 FUNCTION..... 1111
 OBJECT..... 735
 SUB-ACCOUNT..
 VENDOR NUMBER 75285
 APPROVAL DATE 1/05/18
 BLANKET PO... NO
 CANCELLATION. 0/00/00
 P.O. AMOUNT.. 25,000.00

TRAN CODE. 0001 GENERAL PO TRANSACTION
 ORIGINAL MEMO.. ORC 121.37
 GENERAL FUND
 *NONE
 COMMISSIONERS - GRANTS
 LOCAL GOV'T COOPERATIVE AGRMTS
 *NONE
25,000.00 REMAINING AMOUNT
 Name... WC FAMILY & CHILDREN FIRST COU
 Address 1879 DEERFIELD RD
 LEBANON, OH 45036

LAST MEMO.. ORC 121.37

	<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>PRICE</u>
1		FUNDING RELATED TO SPECIFIC	25000.00
2		SERVICES PROVIDED BY SAFE FAM	
3		FOR CHILDREN GREATER CINCI THR	
4		FAMILY & CHILDREN FIRST	
5		COUNCIL.	

F3-RETURN

ROLLUP/ROLLEDOWN-CHANGE PAGE

Resolution

Number 18-1236

Adopted Date August 07, 2018

AUTHORIZE VICE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORTS 94, 95, 96, AND 103 WITH TRITECH SOFTWARE SYSTEMS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified and recommended that the Board of County Commissioners sign the TriTech Software Systems Task Completion Reports 94, 95, 96, and 103 acknowledging Task Completions as indicated; and

NOW THEREFORE BE IT RESOLVED, to authorize the Vice President of the Board to sign the TriTech Software Systems Task Completion Reports 94, 95, 96, and 103, 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:

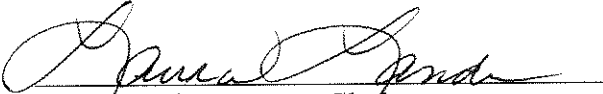
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Laura Lander, Deputy Clerk

cc: c/a—TriTech Software Systems
Telecom (file)

Warren County Sales Order 6395 Task Completion Report 94

Effective Date: 06/22/2018

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

Acknowledgement: Delivery of Correct Care Solution (CCS) FAT document

Document(s): FAT -Warren Correct Care Interface

The document(s) were delivered via email to client on June 15, 2018.

7.10.3 Interface Functional Acceptance Testing (FAT)

7.10.3.3 Task Description

All Standard and Custom Interfaces are subject to Functional Acceptance Testing (FAT). FAT for Standard Interfaces is based on a standard set of TriTech FAT documents for each interface, as they are applicable to the Client’s configuration settings. These tests have a standard format and will be sent to the Client for review prior to conducting the FAT.

FAT for Custom Interfaces are based on the functionality described in the approved OSD for the interface. This process will be based on an FAT document developed by the TriTech Systems Engineer using the use cases identified in the OSD.

TriTech will repeat any failed FAT test following the correction of any issues which has caused the test to fail.

This document and delivery of are considered complete.

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

The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)

Approvals

Client Project Manager

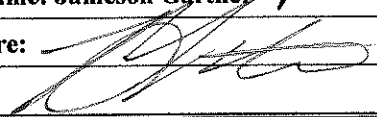
Print Name: David G Young

Signature: 

Date: 8/7/18

TriTech Project Manager

Print Name: Jameson Gartner

Signature: 

Date: 06/22/2018

Warren County Sales Order 6395 Task Completion Report 95

Effective Date: 06/22/2018

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

Acknowledgement: Delivery of HomeWav FAT document

Document(s): FAT -Warren HomeWav Interface

The document(s) were delivered via email to client on June 15, 2018.

7.10.3 Interface Functional Acceptance Testing (FAT)

7.10.3.3 Task Description

All Standard and Custom Interfaces are subject to Functional Acceptance Testing (FAT). FAT for Standard Interfaces is based on a standard set of TriTech FAT documents for each interface, as they are applicable to the Client’s configuration settings. These tests have a standard format and will be sent to the Client for review prior to conducting the FAT.

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TriTech will repeat any failed FAT test following the correction of any issues which has caused the test to fail.

This document and delivery of are considered complete.

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

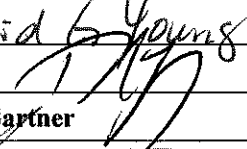
The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)

Approvals

Client Project Manager


Print Name: David B. Young

Signature: 

Date: 8/7/18

TriTech Project Manager

Print Name: Jameson Gartner

Signature: 

Date: 06/22/2018

Warren County Sales Order 6395 Task Completion Report 96

Effective Date: 06/22/2018

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

Acknowledgement: Delivery of Montgomery County FAT document

Document(s): FAT -Warren Montgomery Co-Justice Web Interface

The document(s) were delivered via email to client on June 15, 2018.

7.10.3 Interface Functional Acceptance Testing (FAT)

7.10.3.3 Task Description

All Standard and Custom Interfaces are subject to Functional Acceptance Testing (FAT). FAT for Standard Interfaces is based on a standard set of TriTech FAT documents for each interface, as they are applicable to the Client’s configuration settings. These tests have a standard format and will be sent to the Client for review prior to conducting the FAT.

FAT for Custom Interfaces are based on the functionality described in the approved OSD for the interface. This process will be based on an FAT document developed by the TriTech Systems Engineer using the use cases identified in the OSD.

TriTech will repeat any failed FAT test following the correction of any issues which has caused the test to fail.

This document and delivery of are considered complete.

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

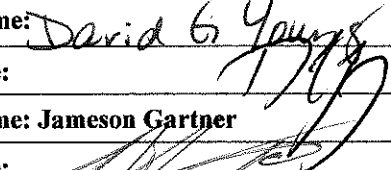
The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)

Approvals

Client Project Manager

Print Name: David G Youngs

Signature: 

Date: 8/7/18

TriTech Project Manager

Print Name: Jameson Gartner

Signature: 

Date: 06/22/2018

Warren County Sales Order 6395 Task Completion Report 103

Effective Date: 07/17/2018

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

Acknowledgement: Functional Acceptance Test—LiveScan Jail Interface

23 JUL 11 5:06 AM

Document(s): FAT Warren County Jail Livescan Publisher Interface Version 1.1

This Functional Acceptance Test was completed on July 11th, 2018 with no failures.

7.10.3 Interface Functional Acceptance Testing (FAT)

7.10.3.3 Task Description

All Standard and Custom Interfaces are subject to Functional Acceptance Testing (FAT). FAT for Standard Interfaces is based on a standard set of TriTech FAT documents for each interface, as they are applicable to the Client’s configuration settings. These tests have a standard format and will be sent to the Client for review prior to conducting the FAT.

FAT for Custom Interfaces are based on the functionality described in the approved OSD for the interface. This process will be based on an FAT document developed by the TriTech Systems Engineer using the use cases identified in the OSD.

TriTech will repeat any failed FAT test following the correction of any issues which has caused the test to fail.

This task is considered complete and closed.

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

The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)

Approvals

Client Project Manager

Print Name: David Young

Signature: 

Date: 8/7/18

TriTech Project Manager

Print Name: Jameson Gartner

Signature: 

Date: 07/17/2018

Resolution

Number 18-1237

Adopted Date August 07, 2018

AUTHORIZE VICE PRESIDENT OF THE BOARD TO SIGN THE CHANGE ORDER WITH TRITECH SOFTWARE SYSTEMS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified and recommended that the Board of County Commissioners approve the TriTech Software Systems change order that reflects an additional charge of \$8,977.50 for Data Conversion for attachments to convert from the Warren County Sheriff's existing jail management system to the Trittech jail management system; and

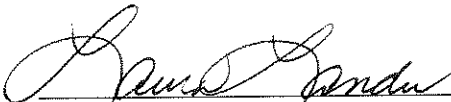
NOW THEREFORE BE IT RESOLVED, to authorize Vice President of the Board to sign the TriTech Software Systems change order that reflects an additional charge of \$8,977.50 for Data Conversion for attachments to convert from the Warren County Sheriff's existing jail management system to the Trittech jail management system, 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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor 
c/a—TriTech Software Systems
Telecom (file)



TRITECH

SOFTWARE SYSTEMS

Change Order

Q4810JG-01

Date: 2/20/2018

General & Client Information

Client Name:	Warren County	Bill to:	Gary Estes
System Description:	Warren County--Full Suite		Warren Co
Great Plains ID:	OH099/SD		500 Justice Drive
Change Order #:			Lebanon, OH 45036
Original Sales Order #:	6395	Ship to:	Gary Estes
Client Purchase Order #:			Warren Co
Client Purchase Order Date:			500 Justice Drive
Client Contact:	Gary Estes		Lebanon, OH 45036
Contact Phone:	513-895-1810		
Contact Email Address:	gary.estes@wcooh.net		
Credit Terms:	Net 30 days from date of invoice		
Account Executive:	Denny Fischer		
Project Manager:	Jameson Gartner		

Project Products & Services

Qty	Sales Category	Item Description	Unit Price	Qty*Unit \$	Extended Price
Project Additions:					
1	Integration Services	RMS Data Conversion PAMET Mason documents and attachments CWI 8676	\$ 7,875.00	\$ 7,875.00	\$ 7,875.00
1	PM Services	Project Management	\$ 1,102.50	\$ 1,102.50	\$ 1,102.50
Project Deletions:					
		None		\$ -	\$ -
Total:					\$ 8,977.50

Project Summary & Totals

Integrated Solutions Services					7,875.00
Project Management Services					1,102.50
Subtotal:					\$ 8,977.50
Estimated Sales Tax (State: ___ at ___%)	Taxable sales:	0.00	Sales tax rate:	5.00%	\$ -
Estimated Shipping					\$ -
Total:					\$ 8,977.50

Project Payment Terms: Net 30 days from date of invoice

50% due at signing	\$ 4,488.75
50% due added to final Milestone payment	\$ 4,488.75
Total Payments:	\$ 8,977.50

Summary Information & Project Notes

1) This includes the addition of documents and attachments to the RMS Data Conversion for Mason PD from PAMET	Send Purchase Orders to: TriTech Software Systems Attn: Sales Admin FAX: 858-799-7015 salesadmin@tritech.com
Issued by: Jameson Gartner Contact info: jameson.gartner@tritech.com 970-308-1617	Remit Payments to: TriTech Software Systems PO Box # 203223 Dallas, TX 75320-3223

Terms and Conditions

Proposed Change Order is valid for 60 (sixty) days.

Software License Terms:

The TriTech Software is licensed for use by Client in accordance with the software licensing terms of the System Purchase Agreement or other TriTech license agreement currently in effect between TriTech and Client. Acceptance for the TriTech Software may be defined in the applicable Statement of Work ("SOW"), if not, the Software licenses shall be deemed accepted on delivery.

The annual Software Support Services for the TriTech Software licenses are provided for a period of twelve-months from the installation date and shall be governed by the existing Software Support Agreement currently in effect between TriTech and Client. Support fees will be prorated at renewal of the existing support term to adjust the term to be co-terminus with the existing Software Support Agreement term.

Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of Change Order and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.



TRITECH

SOFTWARE SYSTEMS

Change Order

Q4810JG-01

Date: 2/20/2018

General Terms:

The Items in this Change Order are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

The TriTech Software license price does not include any services for installation. Services, if applicable are listed as separate line items.

The scope of Deliverables for this order will be limited to the TriTech Software, Services, and Support, and if applicable third party items (collectively the "System") that are explicitly listed herein for the listed quantities.

This order provides TriTech Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this Change Order for specific service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Change Order as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

Travel and out-of-pocket expenses will be invoiced as incurred, at actual cost, unless specifically itemized in the proposed change order.

TriTech reserves the right to assess \$1,000 cancellation fee for the training classes that are cancelled any later than 5 business days prior to the first day of the class, plus any additional fees or charges associated with the cancellation and rebooking of the airline tickets and other travel arrangements.

TriTech reserves the right to assess 25% of the services fee, up to \$1,000 as cancellation fee for any remote, or onsite installation services work that are cancelled by the Client at no fault of TriTech any later than 5 business days prior to the date of performing the work. This may include the services that are cancelled or rescheduled due to the client's infrastructure not meeting the minimum requirements for the installation, lack of preparation of the site based on TriTech's documentation, issues with remote connectivity, or other barriers that result in the work being cancelled.

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate this change order, check the appropriate box below and, either, (i) attach a copy of this change order to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this change order to 858-799-7015 or email to salesadmin@tritech.com to indicate your acceptance.

- Purchase Order required and attached, reference PO# _____ on invoice
- No Purchase Order required to invoice

Please check one of the following:

- I agree to pay any applicable sales tax.
- I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

Accepted for Client

Warren County

Client Agency/Entity Name

David G Young

Print Name

Client Authorized Representative

[Signature]

Signature

Client Authorized Representative

Print Name

TriTech Software Systems

[Signature]

Signature

TriTech Software Systems

Vice President

Title

8/27/18

Date

Title

Date

Resolution

Number 18-1238

Adopted Date August 07, 2018

AUTHORIZE VICE PRESIDENT OF THE BOARD TO SIGN CHANGE ORDERS WITH TRITECH SOFTWARE SYSTEMS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified and recommended that the Board of County Commissioners approve the TriTech Software Systems change order that reflects the Warren County Jail has been issued a Training Credit of \$2,800 for training that was removed from the project; and

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified and recommended that the Board of County Commissioners approve the TriTech Software Systems change order that reflects Warren County after the purchase of CAD API for the Hiplink Interface we will receive a credit of \$1,850; and

NOW THEREFORE BE IT RESOLVED, to authorize Vice President of the Board to sign the TriTech Software Systems change order that reflects that the Warren County Jail has been issued a Training Credit of \$2,800 for training that was removed from the project and Warren County, after the purchase of CAD API for the Hiplink Interface, will receive a credit of \$1,850, 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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor 
c/a—TriTech Software Systems
Telecom (file)



Change Order

Q4992JG-01 Date: 7/19/2018

General & Client Information

Client Name: Warren County	Bill to:
System Description: Warren County-Full Suite	Gary Estes
Great Plains ID: OH099/SD	Warren Co
Change Order #	600 Justice Drive
Original Sales Order # 6305	Lebanon, OH 45036
Client Purchase Order #	
Client Purchase Order Date	
Client Contact: Gary Estes	Ship to:
Contact Phone: 513-695-1810	Gary Estes
Contact Email Address: gary.estes@wcoh.net	Warren Co
Credit Terms: Net 30 days from date of invoice	600 Justice Drive
Account Executive: Denny Fischer	Lebanon, OH 45036
Project Manager: Jameson Gartner	

Project Products & Services

Qty	Sales Category	Item Description	Unit Price	Qty*Unit \$	Extended Price
Project Additions:					
		N/A		\$ -	\$ -
Project Deletions:					
(1)	Training Services	Jail Train the Trainer Training (2 days)	\$ 2,800.00	\$ (2,800.00)	\$ (2,800.00)
				Total:	\$ (2,800.00)

Project Summary & Totals

Training Services	(2,800.00)
Estimated Sales Tax (State: _____ at _____%) Taxable sales: 0.00 Sales tax rate: 5.00%	Subtotal: \$ (2,800.00)
Estimated Shipping	\$ -
	\$ -
	\$ -
	Total: \$ (2,800.00)

Project Payment Terms: Net 30 days from date of invoice

100% Removed from Final Milestone Payment	\$ (2,800.00)
	\$ -
	\$ -
	Total Payments: \$ (2,800.00)

Summary Information & Project Notes

<p>1) Client has requested one (1) JMS training class be removed from scope</p>	<p>Send Purchase Orders to: TriTech Software Systems Attn: Sales Admin FAX: 856-799-7015 salesadmin@tritech.com</p> <p>Remit Payments to: TriTech Software Systems PO Box # 203223 Dallas, TX 75320-3223</p>
<p>Issued by: Jameson Gartner Contact info: jameson.gartner@tritech.com 970-308-1617</p>	

Terms and Conditions

Proposed Change Order is valid for 60 (sixty) days.

Software License Terms:

The TriTech Software is licensed for use by Client in accordance with the software licensing terms of the System Purchase Agreement or other TriTech license agreement currently in effect between TriTech and Client. Acceptance for the TriTech Software may be defined in the applicable Statement of Work ("SOW"), if not, the Software Licenses shall be deemed accepted on delivery.

The annual Software Support Services for the TriTech Software licenses are provided for a period of twelve-months from the Installation date and shall be governed by the existing Software Support Agreement currently in effect between TriTech and Client. Support fees will be prorated at renewal of the existing support term to adjust the term to be co-terminus with the existing Software Support Agreement term.

Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of Change Order and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.



Change Order

Q4892JG-01

Date: **7/19/2018**

General Terms:

The Items in this Change Order are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

The TriTech Software license price does not include any services for installation. Services, if applicable are listed as separate line items.

The scope of Deliverables for this order will be limited to the TriTech Software, Services, and Support, and if applicable third party items (collectively the "System") that are explicitly listed herein for the listed quantities.

This order provides TriTech Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this Change Order for specific service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Change Order as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

Travel and out-of-pocket expenses will be invoiced as incurred, at actual cost, unless specifically itemized in the proposed change order.

TriTech reserves the right to assess \$1,000 cancellation fee for the training classes that are cancelled any later than 5 business days prior to the first day of the class, plus any additional fees or charges associated with the cancellation and rebooking of the airline tickets and other travel arrangements.

TriTech reserves the right to assess 25% of the services fee, up to \$1,000 as cancellation fee for any remote, or onsite installation services work that are cancelled by the Client at no fault of TriTech any later than 5 business days prior to the date of performing the work. This may include the services that are cancelled or rescheduled due to the client's infrastructure not meeting the minimum requirements for the installation, lack of preparation of the site based on TriTech's documentation, issues with remote connectivity, or other barriers that result in the work being cancelled.

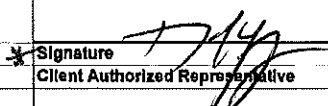
By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate this change order, check the appropriate box below and, either, (i) attach a copy of this change order to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this change order to 858-799-7015 or email to salesadmin@tritech.com to indicate your acceptance.

- Purchase Order required and attached, reference PO# _____ on invoice
 No Purchase Order required to invoice


Please check one of the following:

- I agree to pay any applicable sales tax.
 I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

Accepted for Client

	Warren County Client Agency/Entity Name		
	David G Young Print Name		Vice President Title
	 Client Authorized Representative		8/7/18 Date

For TriTech Software Systems:


 Signature

Blake Clark
 Name

Chief Financial Officer
 Title

July 23, 2018
 Date



TRITECH

SOFTWARE SYS

Change Order

Q4999JG-01 Date: 7/24/2018

General & Client Information

Client Name:	Warren County	Bill to:	Gary Estes
System Description:	Warren County--Full Suite		Warren Co
Great Plains ID:	OH099/SD		500 Justice Drive
Change Order #			Lebanon, OH 45036
Original Sales Order #	6395	Ship to:	Gary Estes
Client Purchase Order #			Warren Co
Client Purchase Order Date			500 Justice Drive
Client Contact:	Gary Estes		Lebanon, OH 45036
Contact Phone:	613-695-1810		
Contact Email Address:	gary.estes@wcooh.net		
Credit Terms:	Net 30 days from date of invoice		
Account Executive:	Denny Fischer		
Project Manager:	Jameson Gartner		

Project Products & Services

Qty	Sales Category	Item Description	Unit Price	Qty*Unit \$	Extended Price
Project Additions:					
1	CAD 24x7	Inform CAD API License	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2	Training Services	Inform CAD API Training (per participant- 4 day- At TriTech Only- (Requires API License) Does not include travel-client is responsible for all travel expenses	\$ 2,600.00	\$ 5,000.00	\$ 5,000.00
1	Support 24x7	One Year Support & Maintenance	\$ 1,100.00	\$ 1,100.00	\$ (1,100.00)
Project Deletions:					
(1)	Interface CAD/Mobile 24x7	Standard Inform CAD to External System Incident Data Transfer Interface (HiLink)	\$ 15,000.00	\$ (15,000.00)	\$ (15,000.00)
1	Project & Install Services	Standard Inform CAD to External System Incident Data Transfer Interface (HiLink)--Expenditure to date	\$ 3,150.00	\$ 3,150.00	\$ 3,150.00
1	Support 24x7	One Year Support & Maintenance	\$ (3,300.00)	\$ (3,300.00)	\$ 3,300.00
Total:					\$ (1,850.00)

Project Summary & Totals

Inform CAD Software - 24x7	5,000.00
Inform Interface CAD/Mobile Software - 24x7	(15,000.00)
Project & Installation Services	3,150.00
Training Services	5,000.00
Subtotal:	(1,850.00)
Estimated Sales Tax (State: at %) Taxable sales: 0.00 Sales tax rate: 5.00%	\$ -
Estimated Shipping	\$ -
Total:	\$ (1,850.00)

Project Payment Terms: Net 30 days from date of invoice

100%	Please remove the 5% payment due to Inform CAD and Mobile Go Live	\$ (1,850.00)
		Total Payments: \$ (1,850.00)

Summary Information & Project Notes

Additions: 1)-CAD CPI license for CAD 2) Two (2) attendees for CAD API class at TriTech--Does not include travel. Deletions: 1) Standard CAD to External Incident Data Transfer 2) 21% completion of Interface prior to removal from scope will not be credited. 3) One year support zero balance due to not being live. The HiLink interface was 21% completed for services provided to client included but not limited to the IRD, ICD, initial configuration and multiple vendor calls. The Software Support fee for the initial term of TriTech annual Software Support, beginning at Go Live and ending 12 (twelve) months thereafter, is included in the Contract Price of this Agreement. Thereafter, annual Software Support fees will be invoiced in accordance with the Software Support Agreement entered into between TriTech and Client coincident with this Agreement. Software Support fee for the first

Issued by: Jameson Gartner
 Contact info: jameson.gartner@tritech.com
 970-308-1617

Send Purchase Orders to:

TriTech Software Systems
 Attn: Sales Admin FAX: 858-799-7015
 salesadmin@tritech.com

Remit Payments to:

TriTech Software Systems
 PO Box # 203223
 Dallas, TX 75320-3223

Terms and Conditions



Change Order

Q4999JG-01

Date: 7/24/2018

Proposed Change Order is valid for 60 (sixty) days.

Software License Terms:

The TriTech Software is licensed for use by Client in accordance with the software licensing terms of the System Purchase Agreement or other TriTech license agreement currently in effect between TriTech and Client. Acceptance for the TriTech Software may be defined in the applicable Statement of Work ("SOW"), if not, the Software licenses shall be deemed accepted on delivery.

The annual Software Support Services for the TriTech Software licenses are provided for a period of twelve-months from the Installation date and shall be governed by the existing Software Support Agreement currently in effect between TriTech and Client. Support fees will be prorated at renewal of the existing support term to adjust the term to be co-terminus with the existing Software Support Agreement term.

Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of Change Order and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.

General Terms:

The items in this Change Order are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

The TriTech Software license price does not include any services for installation. Services, if applicable are listed as separate line items.

The scope of Deliverables for this order will be limited to the TriTech Software, Services, and Support, and if applicable third party items (collectively the "System") that are explicitly listed herein for the listed quantities.

This order provides TriTech Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this Change Order for specific service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Change Order as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

Travel and out-of-pocket expenses will be invoiced as incurred, at actual cost, unless specifically itemized in the proposed change order.

TriTech reserves the right to assess \$1,000 cancellation fee for the training classes that are cancelled any later than 5 business days prior to the first day of the class, plus any additional fees or charges associated with the cancellation and rebooking of the airline tickets and other travel arrangements.

TriTech reserves the right to assess 25% of the services fee, up to \$1,000 as cancellation fee for any remote, or onsite installation services work that are cancelled by the Client at no fault of TriTech any later than 5 business days prior to the date of performing the work. This may include the services that are cancelled or rescheduled due to the client's infrastructure not meeting the minimum requirements for the installation, lack of preparation of the site based on TriTech's documentation, issues with remote connectivity, or other barriers that result in the work being cancelled.

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate this change order, check the appropriate box below and, either, (I) attach a copy of this change order to your purchase order when it is remitted to TriTech, or, (II) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this change order to 858-799-7015 or email to salesadmin@tritech.com to indicate your acceptance.

<input type="checkbox"/>	Purchase Order required and attached, reference PO#	on invoice
<input type="checkbox"/>	No Purchase Order required to invoice	

Please check one of the following:

<input type="checkbox"/>	I agree to pay any applicable sales tax.
<input type="checkbox"/>	I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

Accepted for Client

	Warren County		
	Client Agency/Entity Name		
	Print Name <i>David B Young</i>	Title	<i>Vice President</i>
	Client Authorized Representative		
	Signature <i>[Signature]</i>	Date	<i>8/17/18</i>
	Client Authorized Representative		

Accepted by TriTech Software Systems

Blake Clark, Chief Financial Officer

Print Name & Title



Signature

July 25, 2018

Date

Resolution

Number 18-1239

Adopted Date August 07, 2018

ACKNOWLEDGE RECEIPT OF JULY 2018 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the July 2018 County Financial Statement for Funds #101 through #650; 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:

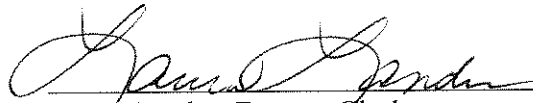
Mr. Grossmann – absent

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor (file) 
S. Spencer

FUND NAME	PREVIOUS BAL.	RECEIPTS	REC. ADJ.	EXPENDITURES	EXP. ADJ.	ADVANCES IN/OUT	CURRENT BAL.	MARKHARTS QTY	TREASURER'S BAL.
101 GENERAL FUND	35,980,895.64	6,104,405.39	413.15CR	5,094,985.58	1,300.00CR	30,000.00	37,021,153.10	367,029.56	37,388,182.66
201 SENIOR CITIZENS SERVICE LEVY	0,958,805.49	.00	.00	1,092,615.74	.00	.00	7,866,189.55	572,188.74	8,438,298.49
202 MOTOR VEHICLE	4,047,703.79	771,906.42	.00	656,432.03	.00	400,000.00CR	4,555,258.18	30,304.51	4,585,562.69
203 HUMAN SERVICES	1,041,090.78	353,193.84	.00	554,304.97	.00	.00	839,829.67	33,404.70	873,234.37
205 BOARD OF DEVELOPMENTAL DISABTY	41,300,124.12	342,922.76	.00	1,329,399.18	.00	.00	40,313,197.70	59,712.44	40,372,910.14
206 OIG AND MICHEL	300,723.27	11,973.24	.00	21,761.54	.00	.00	378,465.07	54.58	378,519.65
207 LAW LIBRARY RESOURCES FUND	401,843.11	25,705.97	.00	40,298.49	.00	.00	387,250.59	36,167.41	423,418.00
208 COUNTY AND TRANSIT AUTH MEDICAL	641,391.95	.00	.00	.00	.00	.00	641,391.95	.00	641,391.95
215 VETERAN'S MEMORIAL	2,938.14	.00	.00	.00	.00	.00	2,938.14	.00	2,938.14
216 REORDER TECHNOLOGY FUND 317.3	196,887.29	10,077.75	.00	.00	.00	.00	207,765.04	37.25	207,802.29
217 OIG TECHNOLOGY FUND 3501.17	1,749,936.33	.00	.00	.00	.00	.00	1,749,936.33	.00	1,749,936.33
218 COORDINATED CARE	542,345.48	126,274.00	.00	34,244.25	.00	.00	654,365.23	5,465.00	659,830.23
219 HELPLESS 911 GOVERNMENT ASSIST	131,578.87	17,468.25	.00	12,041.88	.00	.00	136,985.24	.00	136,985.24
220 CP INDIGENT DRIVER INTERLOCK &	2,897.64	93.17	.00	.00	.00	.00	2,980.81	.00	2,980.81
221 CC/HC INDIGENT DRIVER INTERLOC	82,172.03	522.96	.00	.00	.00	.00	82,694.99	.00	82,694.99
222 JUV INDIGENT DRIVER INTERLOCK	1,327.42	5.27	.00	.00	.00	.00	1,332.69	.00	1,332.69
223 PROBATE/JUVENILE SPECIAL PROJ	290,902.48	3,697.00	.00	1,037.04	.00	.00	293,560.42	.00	293,560.42
224 COMMON PLEAS SPECIAL PROJECTS	282,434.92	9,523.00	.00	4,500.00	.00	.00	287,457.92	2,000.00	289,457.92
227 PROBATION SUPERVISION OIG 2951	492,140.43	3,264.48	.00	1,433.58	.00	.00	493,971.25	.00	493,971.25
228 MENTAL HEALTH GRANT	64,180.43	.00	.00	4,646.90	.00	.00	59,533.53	.00	59,533.53
229 MUNICIPAL MOTOR VEHICLE PERMIS	1,967,526.82	44,320.01	.00	.00	.00	.00	2,011,855.63	.00	2,011,855.63
231 LODGING TAX ADDL 1%	119,210.68	96,593.52	.00	73,716.01	3,086.15	.00	139,082.04	.00	139,082.04
233 DOMESTIC SHELTER	17,400.00	4,437.00	.00	22,045.00	.00	.00	.00	.00	.00
237 REAL ESTATE ASSESSMENT	6,278,596.54	354.31	.00	47,890.47	.00	.00	6,230,970.40	77.89	6,231,048.09
238 WORKFORCE INVESTMENT BOARD	7,869.08	129,497.07	.00	19,262.55	.00	.00	117,303.60	6,261.41	123,565.23
243 JUVENILE GRANTS	306,978.31	3,319.43	.00	7,457.72	.00	.00	300,840.02	491.00	301,331.02
245 CRIME VICTIM GRANT FUND	18,050.26	9,114.16	.00	8,895.61	.00	.00	18,268.81	246.18	18,514.99
246 JUVENILE INDIGENT DRIVER ALCOH	18,490.80	67.50	.00	.00	.00	.00	18,558.30	.00	18,558.30
247 FELONY DELINQUENT CARE & CUSTO	333,920.20	413,693.03	.00	81,470.17	.00	.00	864,143.14	1,748.26	865,891.40
249 OIG-DELINQ TAX & ASSESS COLLE	673,200.81	.00	.00	17,715.90	.00	.00	655,484.91	10.00	655,494.91
250 CENT. OF TITLE ADJ. FUND	3,207,470.25	202,049.14	.00	90,745.86	.00	.00	3,318,764.53	1,512.22	3,320,276.75
253 COUNTY COURT PROBATION DEPT	.00	.00	.00	.00	.00	.00	.00	.00	.00
255 MUNICIPAL VICTIM BUSINESS FUND	94,816.68	.00	.00	6,204.70	.00	.00	88,611.98	.00	88,611.98
254 HARRIS COUNTY SOLID WASTE DIST	1,302,056.68	14,107.74	.00	11,028.37	.00	.00	1,307,134.07	201.00	1,307,335.07
257 OHIO BEAC DEFICER TRAINING	94,592.00	.00	.00	.00	.00	.00	94,592.00	.00	94,592.00
258 WORKFORCE INVESTMENT ACT FUND	127,779.47	27,177.20	.00	43,271.45	.00	.00	111,680.22	7,615.03	119,295.25
259 JTPA	1,675.19	.00	.00	.00	.00	.00	1,675.19	.00	1,675.19
261 PASS THROUGH GRANTS	.00	.00	.00	.00	.00	.00	.00	.00	.00
262 COMMUNITY CONNECTIONS MONITOR	434,689.08	40,068.73	520.00CR	33,395.17	.00	.00	440,043.44	2,181.00	442,024.44
263 CHILD SUPPORT ENFORCEMENT	292,414.04	372,112.95	.00	247,711.59	.00	.00	416,815.40	148.56	416,963.96
264 EMERGENCY MANAGEMENT AGENCY	100,771.57	20,188.22	.00	14,028.25	.00	.00	106,933.54	145.00	107,078.54
265 COMMUNITY DEVELOPMENT	402,326.73	100,170.26	.00	55,024.17	.00	.00	446,680.80	.00	446,680.80
266 COMM DEV-ENT ZONE HANITR FEES	100,563.00	.00	.00	.00	.00	.00	100,563.00	.00	100,563.00
267 LOEB FOUNDATION GRANT	.00	.00	.00	.00	.00	.00	.00	.00	.00
268 INDIGENT GUARDIANSHIP FUND	182,653.42	1,590.00	.00	.00	.00	.00	184,243.42	.00	184,243.42
269 CC INDIGENT DRIVER ALCOHOL IRE	379,052.28	11,882.79	45.00CR	395.00	.00	.00	390,495.07	.00	390,495.07
270 JUVENILE TREATMENT CENTER	290,283.01	243,805.50	.00	99,898.21	.00	.00	434,190.30	4,212.66	438,402.96
271 OIG-PROSECUTOR OIG 321.261	361,482.62	.00	.00	22,367.75	.00	.00	339,094.87	10.00	339,104.87
272 CP INDIGENT DRIVER ALCOHOL IRE	5,293.03	1,002.00	.00	.00	.00	.00	6,375.83	.00	6,375.83
273 CHILDREN SERVICES	4,580,129.02	376,726.81	.00	733,251.19	7,510.00CR	.00	4,230,714.64	438,415.81	4,669,130.45
274 COUNTY COURT COMPUTER OIG 1907	57,641.30	2,164.00	.00	.00	.00	.00	59,805.30	.00	59,805.30
275 COUNTY COURT CLERK COMPUTER OIG	22,215.92	5,158.80	.00	.00	.00	.00	27,373.92	.00	27,373.92
276 PROBATE COURT COMPUTER OIG 210	68,263.76	654.00	.00	.00	.00	.00	68,917.76	.00	68,917.76
277 PROBATE COURT CLERK COMPUTER O	206,749.01	2,100.00	.00	.00	.00	.00	208,929.01	.00	208,929.01

REPORT GROUPS CONTINUES

FUND NAME	PREVIOUS BAL.	RECEIPTS	REC. ADJ.	EXPENDITURES	EXP. ADJ.	ADVANCES TR/DBT	CURRENT BAL.	WARRANTS DBT	TREASURER'S BAL.
270 JUVENILE COURT CLERK COMPUTER	169,281.17	1,760.00	.00	.00	.00	.00	170,041.17	.00	170,041.17
279 JUVENILE COURT COMPUTER DOC 21	27,488.64	539.49	.00	.00	.00	.00	27,952.87	.00	27,952.87
280 COMMON PLEAS COURT COMPUTER DR	19,962.01	1,215.00	.00	.00	.00	.00	15,177.01	.00	15,177.01
281 DOMESTIC REL COURT COMPUTER DR	11,824.09	234.00	.00	.00	.00	.00	11,270.09	.00	11,270.09
282 CLERK OF COURTS COMPUTER 2301	264,746.79	4,593.00	.00	.00	.00	.00	269,541.79	.00	269,541.79
283 COUNTY COURT SPECIAL PROJECTS	1,285,593.95	32,850.24	.00	14,691.12	.00	1,303,743.07	2,252.02	1,306,000.16	
284 COMMITTEE INTERVENTION PROGRAM	322,724.34	13,675.40	120.00CR	3,349.46	.00	332,930.48	540.00	333,470.48	
285 CONCEALED HANDGUN LICENSE	682,131.15	8,105.00	.00	5,638.43	.00	684,477.57	.00	684,477.57	
286 SHERIFF-ORUG LAW ENFORCEMENT	43,749.12	350.00	.00	.00	.00	44,099.12	111.98	44,211.10	
287 SHERIFF-LAW ENFORCEMENT TRUST	108,642.96	.00	.00	.00	.00	108,642.96	.00	108,642.96	
288 COMM BASED CORRECTIONS ODMATIO	3,087.47	.00	.00	.00	.00	3,087.47	.00	3,087.47	
289 COMMUNITY BASED CONNECTIONS	557,198.04	147,716.25	.00	56,242.67	.00	648,671.62	1,537.80	650,209.42	
290 HAZ MAT EMERG PLAN SPEC FUND	1.92	.00	.00	.00	.00	1.92	.00	1.92	
291 SHERIFF-D.A.R.E. PROGRAM	.00	.00	.00	.00	.00	.00	.00	.00	
292 TRAFFIC SAFETY PROGRAM-SHERIFF	41,175.97	.00	.00	.00	.00	30,000.00CR	11,175.99	11,175.99	
293 SHERIFF GRANTS	7,852.00	1,025.00	.00	.00	.00	8,882.00	.00	8,882.00	
294 SHERIFF DARE LAW ENFORCEMENT C	130,132.10	.00	.00	.00	.00	130,132.10	.00	130,132.10	
295 TACTICAL RESPONSE UNIT	3,931.45	8,500.00	.00	223.50	.00	12,207.95	.00	12,207.95	
296 COMP REHAB-DOWNPAYMENT ASST-EN	41,772.47	20.47	.00	.00	.00	41,812.94	.00	41,812.94	
297 ENFORCEMENT & EDUCATION4511.19	95,275.36	421.00	.00	.00	.00	95,696.36	.00	95,696.36	
298 REHAB. INC. FUNDS	82,461.74	.00	.00	.00	.00	82,461.74	.00	82,461.74	
299 COUNTY TRANSIT	1,689,547.09	18,257.38	.00	167,386.93	.00	1,539,417.54	72,357.44	1,611,775.10	
327 BOND RETIREMENT SPECIAL ASSESS	746,042.34	3,089.00	.00	.00	.00	749,042.34	.00	749,042.34	
360 STATE BOND LOAN	56,357.85	.00	.00	.00	.00	56,357.85	.00	56,357.85	
368 2013 RADII SYSTEM BONDS	869,295.62	.00	.00	.00	.00	869,295.62	.00	869,295.62	
384 TAX INCREMENT FINANCING - PAC	2,179,687.28	.00	.00	.00	.00	2,179,687.28	.00	2,179,687.28	
393 2009 RD BOND SERIES OF WARREN	2,756,223.98	.00	.00	.00	.00	2,756,223.98	.00	2,756,223.98	
401 COUNTY WARE FINANCIAL SUPPORT	488,809.05	.00	.00	37,229.39	.00	451,579.66	10,174.70	461,754.36	
430 DEFAULTED SUBDIVISION SPEC ASSE	399,158.40	.00	.00	.00	.00	399,158.40	.00	399,158.40	
435 STROUT RD BRIDGE 200-D 02	30,372.39	.00	.00	.00	.00	30,372.39	.00	30,372.39	
437 KING AVE BRIDGE PROJECT	153,086.37	.00	.00	25,900.00	.00	127,177.57	.00	127,177.57	
439 VARIOUS WATER ASSESSMENT PROJ	.00	.00	.00	.00	.00	.00	.00	.00	
449 VARIOUS SEWER ASSESSMENT PROJ	.00	.00	.00	.00	.00	.00	.00	.00	
450 CSTATES OF KEENER CREEK ROAD P	15,352.00	.00	.00	.00	.00	15,352.00	1.00	15,353.00	
453 OLD-122 & THP LINE RD ROUNDROD	22,143.77	173,275.74	.00	216,176.19	.00	387,243.34	37,723.16	424,966.50	
454 FIELDS-ERTEL ROAD IMPROV PROJ	9,265.01	.00	.00	.00	.00	9,265.01	.00	9,265.01	
455 PHASE II ROAD RESURFACING	.00	.00	.00	.00	.00	.00	.00	.00	
463 FIELDS-ERTEL AND COLUMBIA ROAD	.00	.00	.00	.00	.00	.00	.00	.00	
467 COUNTY CONST PROJECTS	3,945,384.42	.00	.00	30,157.52	.00	3,915,226.90	16,586.48	3,931,813.38	
477 AIRPORT CONSTRUCTION	1,220,370.90	24,493.50	.00	29,215.05	.00	1,215,657.39	.00	1,215,657.39	
484 PAC TIF ROAD CONSTRUCTION	.00	.00	.00	.00	.00	.00	.00	.00	
485 NIAMI VALLEY GARDENS TIF	1,230,344.74	.00	.00	.00	.00	1,230,344.74	.00	1,230,344.74	
492 COMMUNICATION PROJECTS	3,900,536.20	.00	.00	140,915.60	.00	3,759,620.60	140,915.60	3,900,536.20	
493 REDEVELOPMENT TAX EQUIVALENT F	240,181.60	.00	.00	18,470.00	.00	241,711.60	.00	241,711.60	
494 COURTS BUILDINGS	1,322,083.52	.00	.00	9,441.75	.00	1,323,441.77	759.32	1,324,201.09	
495 JAIL CONSTRUCTION SALES TAX	2,236,991.28	807,756.69	.00	8,077.57	.00	3,036,670.40	.00	3,036,670.40	
496 JUVENILE DETENTION ADDITION &	196,778.50	.00	.00	.00	.00	196,778.50	.00	196,778.50	
497 JAIL CONSTRUCTION & REHAB	4,839,440.31	.00	.00	.00	.00	4,839,440.31	.00	4,839,440.31	
498 COUNTY FAIRGROUNDS CONSTRUCTIO	856,659.42	.00	.00	10,576.98	.00	846,082.44	1,011.49	847,093.93	
499 JUVENILE/PROBATE COURT EXPANSI	3,679,796.73	.00	.00	.00	.00	3,679,796.73	.00	3,679,796.73	
510 WATER REVENUE	26,356,397.22	1,106,299.58	3,698.91CR	784,394.72	764.44	26,753,898.79	69,784.36	26,823,683.09	
574 LOWER LITTLE NIAMI WASTEWATER	.00	.00	.00	.00	.00	.00	.00	.00	
575 SEWER CONST PROJECTS (REVENUE)	446,275.58	12,858.00	.00	40,744.78	.00	420,168.82	.00	420,168.82	
580 SEWER REVENUE	28,492,209.59	658,704.08	2,593.62CR	518,927.48	784.44CR	28,628,256.95	149,242.92	28,777,499.87	

REPORT TAB008 CONTINUES

FUND NAME	PREVIOUS BAL.	RECEIPTS	REC. ADJ.	EXPENDITURES	EXP. ADJ.	ADVANCES IN/OUT	CURRENT BAL.	MANDATES OUT	TREASURER'S BAL.
501 SENIOR IMPROV-WARREN CO VOUCHER	170,247.31	5,688.99	.00	2,439.81	.00	.00	173,496.49	.00	173,496.49
583 WATER CONST PROJECTS (REVENUE)	301,415.58	.00	.00	11,706.99	.00	.00	289,708.59	.00	289,708.59
590 STORM WATER FIER 1	146,416.00	21,050.00	.00	15,839.68	.00	.00	151,626.32	.00	151,626.32
619 VEHICLE MAINTENANCE BUDGET	303,930.10	30,157.73	.00	50,200.52	1,576.64CR	.00	293,511.97	12,495.55	306,007.52
630 SHERIFF'S POLICING REVENUE FUND	455,708.47	1,810,168.94	.00	930,937.25	.00	.00	1,340,439.26	.00	1,340,439.26
631 COMMUNICATIONS BUDGET	229,786.46	3,790.51	.00	2,411.17	.00	.00	230,966.05	979.96	231,946.01
632 HEALTH INSURANCE	4,699,546.90	830,837.30	.00	716,638.92	.00	.00	4,821,746.18	11,857.69	4,833,603.87
635 WOOD - SELF INSURANCE	.00	.00	.00	.00	.00	.00	.00	.00	.00
636 WORKERS COMP SELF INSURANCE	1,496,804.01	296.93	.00	16,466.40	.00	.00	1,460,454.54	6,309.94	1,466,764.48
637 PROPERTY & CASUALTY INSURANCE	967,737.03	.00	.00	2,500.00	.00	.00	965,237.03	.00	965,237.03
650 GASLINE ROTARY	220,263.13	68,253.88	.00	86,224.99	.00	.00	202,292.02	.00	202,292.02
707 P. C. R. S. ROTARY	363,854.28	729,718.55	.00	1,090,862.95	.00	.00	2,709.98	360,861.05	363,571.03
708 TOWNSHIP FUND	.00	2,960,734.35	.00	320,734.35	.00	.00	2,640,000.00	.00	2,640,000.00
709 CORPORATION FUND	5,746.14	3,293,183.35	.00	196,889.34	.00	.00	3,101,960.13	.00	3,101,960.13
713 WATER-SEWER ROTARY FUND	262,705.30	2,010,834.73	157.93CR	2,104,484.00	.00	.00	166,097.50	79,977.58	246,875.08
714 PAYROLL ROTARY	510,688.14	5,122,513.07	.00	5,412,852.49	.00	.00	228,348.72	353,870.48	582,219.20
715 NON PARTICIPANT ROTARY	2,316.96	772.32	.00	2,316.96	.00	.00	772.32	2,316.96	3,089.28
716 SCHOOL	.00	71,230,000.00	.00	50,570,000.00	.00	.00	12,660,000.00	.00	12,660,000.00
717 UNDIVIDED GENERAL TAX	60,105,825.93	115,227,751.90	9,945.75CR	76,902,146.00	.00	.00	98,341,485.28	6,606.89	98,348,092.17
718 TANGIBLE PERSONAL PROPERTY	600.00	300.00	.00	.00	.00	.00	900.00	.00	900.00
719 TRAILER (LIKE REAL ESTATE) TAX	11,819.20	16,941.93	.00	.00	.00	.00	28,761.13	1,027.00	29,788.93
720 LOCAL GOVERNMENT FUND	.00	401,970.06	.00	401,970.06	.00	.00	.00	.00	.00
721 SPECIAL DISTRICTS	.00	.00	.00	.00	.00	.00	.00	.00	.00
722 CIGARETTE LICENSE TAX	125.52	.00	.00	72.31	.00	.00	53.21	.00	53.21
723 GASOLINE TAX	.00	321,491.90	.00	321,491.90	.00	.00	.00	.00	.00
725 UNDIVIDED WIRELESS '911 DOW ASS	34,736.49	5,524.03	.00	34,736.49	.00	.00	5,524.03	.00	5,524.03
724 MOTOR VEHICLE LICENSE TAX	.00	765,670.74	.00	765,670.74	.00	.00	.00	.00	.00
727 HAN TRP 3 MILL POLICE LAY RECD	.00	.00	.00	.00	.00	.00	.00	160.60	160.60
728 TREASURER TAX REFUNDS	2,554.14	.00	2,554.14CR	.00	.00	.00	.00	10,314.37	10,314.37
731 COUNTY LOGGING TAX	196,190.08	289,955.58	.00	221,232.76	3,006.15CR	.00	267,919.05	20.00	267,939.05
734 REAL ESTATE ADVANCE PAYMENT	34,779.49	.00	.00	.00	.00	.00	34,779.49	.00	34,779.49
740 TRAILER TAX	3,239.87	2,359.39	.00	.00	.00	.00	5,599.26	.00	5,599.26
741 LIFE INSURANCE	15,786.73	10,010.00	.00	10,137.54	.00	.00	15,659.17	.00	15,659.17
742 LIBRARIES	.00	449,198.03	.00	449,198.03	.00	.00	.00	.00	.00
744 OSCHO PARK TOURNAMENT FEES	1,112.00	.00	.00	1,112.00	.00	.00	.00	.00	.00
745 STATE	2,272.43	3,308.46	.00	2,272.43	.00	.00	3,308.46	1.00	3,309.46
746 NIAGRA CONSERVANCY DISTRICT FUND	16,051.40	.00	.00	.00	.00	.00	16,051.40	.00	16,051.40
747 ADVANCE ESTATE TAX	16,891.44	.00	.00	.00	.00	.00	16,891.44	.00	16,891.44
751 UNDIVIDED INTEREST	324,652.40	387,153.87	726.45CR	324,652.40	.00	.00	386,627.42	.00	386,627.42
754 OHIO ELECTIONS COMMISSION FUND	.00	.00	.00	.00	.00	.00	.00	.00	.00
756 SENIOR ROTARY	176,423.12	25,339.92	.00	143,217.12	.00	.00	98,745.92	.00	98,745.92
758 NEW PASS THROUGH TO DUTLER/CLE	.00	99,995.17	.00	99,995.17	.00	.00	.00	.00	.00
761 OUTSIDE ENTITY FLIGHTS	.00	7,007.49	.00	.00	.00	.00	7,007.49	.00	7,007.49
765 RECORDER'S ESCROW FUND	19,899.18	1,300.00	.00	1,922.10	.00	.00	19,227.08	.00	19,227.08
766 ESCROW ROTARY	954,554.03	.00	.00	42,418.50	.00	.00	912,135.53	42,418.50	954,554.03
767 UNIDENTIFIED DEPOSITS	15,273.51	5,246.94	2,554.14	3,557.46	.00	.00	19,517.13	.00	19,517.13
773 SEX OFFENDER REGISTRATION FEE	.00	100.00	.00	100.00	.00	.00	.00	100.00	100.00
775 UNDIVIDED SHERIFF WED CHECK FE	17,269.00	11,128.00	.00	13,480.00	.00	.00	14,917.00	.00	14,917.00
776 UNDIVIDED CUYOHCE SHERIFF	29,231.43	.00	.00	6,500.70	.00	.00	22,722.73	1,870.70	24,601.43
777 UNDIVIDED FEDERAL & STATE FUND	1,237.10	.00	.00	1,237.10	.00	.00	.00	371.15	371.15
778 COURT ORDERED SHERIFF SALES	147,186.90	733,007.80	.00	731,877.47	.00	.00	148,317.29	468,705.70	617,023.01
779 UNDIVIDED DRUG TASK FORCE SEIZ	471,056.56	351.00	.00	2,535.00	.00	.00	468,872.56	6,707.00	475,579.56
781 REFUNDABLE DEPOSITS	452,357.40	22,749.30	.00	19,240.52	.00	.00	455,839.26	4,843.47	460,682.73
782 SHERIFF - LUST/UNADMITTED PROPE	354.34	.00	.00	.00	.00	.00	354.34	.00	354.34

FUND NAME	PREVIOUS BAL.	RECEIPTS	REC. ADJ.	EXPENDITURES	EXP. ADJ.	ADVANCES IN/OUT	CURRENT BAL.	WARRANTS OUT	TREASURER'S BAL.
785 MASSIE WAYNE CAPACITY FEES	.00	2,000.00	.00	.00	.00	.00	2,000.00	.00	2,000.00
786 PMI IN LIEU OF TAXES	.00	.00	.00	.00	.00	.00	.00	.00	.00
787 UNDIVIDED INCOME TAX-REAL PROP	3,360.99	.00	.00	.00	.00	.00	3,360.99	.00	3,360.99
788 UNDIVIDED PUBLIC UTILITY REVENUE	.00	.00	.00	.00	.00	.00	.00	.00	.00
789 FORFEITED LAND	.00	.00	.00	.00	.00	.00	.00	.00	.00
790 FORFEITED LAND EXCESS SALE PRO	3,034.82	.00	.00	.00	.00	.00	3,034.82	.00	3,034.82
792 ZONING & BLDG BOND FUND	21,800.00	.00	.00	2,600.00	.00	.00	19,200.00	1,200.00	20,400.00
793 HOUSING TRUST AUTHORITY	.00	98,559.95	.00	.00	.00	.00	98,559.95	.00	98,559.95
795 UNDIVIDED TRUSTEE FEES	.00	1,465.00	.00	1,465.00	.00	.00	.00	297.00	297.00
796 MUNICIPAL AND UTILIZATION INDEBT	10,251.03	.00	.00	1,486.67	.00	.00	8,764.36	153.00	8,917.36
797 REV UNDIVIDED SUCCESSION PROCEEDS	.00	1,499.70	.00	1,499.70	.00	.00	.00	.00	.00
798 OLD ZONING & BLDG BOND FUND	138,020.47	.00	.00	.00	.00	.00	138,020.47	.00	138,020.47
843 UNCLAIMED MONEY	504,405.98	36.69	.00	151.69	.00	.00	504,405.98	.00	504,405.98
855 CH. SEW. SCHENKER SMITH TRUST	43,609.59	.00	.00	.00	.00	.00	43,609.59	.00	43,609.59
911 WARREN CO. HEALTH DISTRICT	6,455,452.92	101,032.03	235,506R	448,718.47	1,064,553.176R	.00	7,174,004.15	888.67	7,174,972.82
912 FUND SERVICE	418,925.43	5,590.50	150,006R	210.00	64,057.74	.00	360,098.19	4.00	360,102.19
935 PLUMBING BOND-HEALTH DEPT.	20,500.00	3,580.00	.00	1,000.00	.00	.00	23,080.00	.00	23,080.00
916 STATE REGULATED SEWAGE PROGRAM	125,388.12	17,185.00	.00	919.00	55,396.58	.00	86,257.54	.00	86,257.54
925 WATER & SOIL CONSERVATION DIST	361,372.67	27,437.00	.00	56,970.45	3,065,856R	.00	374,905.07	6,600.00	381,505.07
928 REGIONAL PLANNING	274,604.67	8,986.00	.00	37,917.76	.00	.00	245,672.91	14.50	245,687.41
938 WARREN COUNTY PARK DISTRICT	524,292.32	79,008.47	.00	37,981.74	.00	.00	565,318.05	4,997.21	570,315.26
944 ARBORETUM PARK	295,534.60	145,119.94	165,006R	160,445.43	.00	.00	279,603.93	72,985.35	352,589.28
953 WATER SYSTEM FUND	17,607.26	2,297.88	.00	1,946.57	.00	.00	17,958.57	.00	17,958.57
954 MENTAL HEALTH RECOVERY SERVICE	11,627,043.59	550,586.00	.00	1,281,188.58	.00	.00	10,896,441.03	117,213.62	11,013,654.65
961 HEALTH GRANT FUND	1,087,481.72	122,658.52	.00	20,842.17	915,610.04	.00	278,687.53	.00	278,687.53
963 CAMPGRUNDS	2,835.70	272.50	.00	.00	.00	.00	2,908.20	.00	2,908.20
976 HEALTH - SWIMMING POOL FUND	193,473.39	1,463.50	.00	80.00	31,488.81	.00	163,368.08	.00	163,368.08
977 DRUG TASK FORCE COS	642,614.23	70,856.36	100.50	370,102.76	.00	.00	351,468.33	14,589.11	366,057.44
996 WARREN COUNTY FIRE RESPONSE RR	.00	.00	.00	.00	.00	.00	.00	.00	.00
COLUMN TOTALS	307,726,462.63	220,649,740.49	10,670.81CR	164,540,965.28	13,453.31CR	.00	367,002,020.25	3,656,837.00	3,656,837.00
							OUTSTANDING WARRANTS	3,656,837.00	
							TOTAL FOR FUNDS	367,458,857.33	
							COUNTY TREASURY	1,959,227.87	
							COUNTY DEPOSITORIES	365,499,129.46	
							COUNTY TOTAL	367,458,057.33	

AUDITOR'S OFFICE, WARREN COUNTY, OHIO

IT IS HEREBY CERTIFIED, that the foregoing is a true and accurate statement for the July 2018, FINANCES OF WARREN COUNTY, OHIO showing the balance on hand in each fund and account at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

Resolution

Number 18-1240

Adopted Date August 07, 2018

APPROVE VARIOUS REFUNDS

BE IT RESOLVED, to approve various refunds, 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:

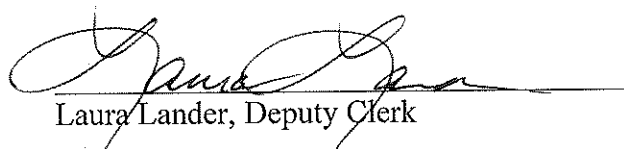
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Laura Lander, Deputy Clerk

cc: Auditor ✓
Refunds file

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

Resolution

Number 18-1242

Adopted Date August 07, 2018

ACKNOWLEDGE PAYMENT OF BILLS

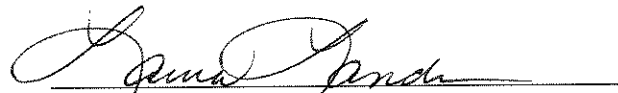
BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #08/02/2018 001, #08/02/2018 002, #08/02/2018 003, #08/02/2018 004, #08/02/2018 005, and #08/02/2018 006; said batches are attached hereto and made a part hereof.

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


Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

kh

cc: Auditor 

Resolution

Number 18-1243

Adopted Date August 07, 2018

APPROVE VARIOUS RECORD PLATS

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

- Country Brook North Section Nine - A – Clearcreek Township
- Country Creek Estates Section One- A – Clearcreek Township
- Locust Grove At Country Brook North Section Three - E – Clearcreek 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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Plat File
RPC

Resolution

Number 18-1244

Adopted Date August 07, 2018

APPROVE APPROPRIATION DECREASES WITHIN VARIOUS FUNDS

WHEREAS, various Departments have cancelled purchase orders that were encumbered and carried over from previous years; and

WHEREAS, the Auditor's Office has advised this Board that any time prior year purchase orders are cancelled an appropriation decrease is necessary; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation decreases within various Department Funds:

\$ 10,425.92 from #265-3420-317 (Community Development – 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 – absent


Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Laura Lander, Deputy Clerk

cc: Auditor 
Appropriation Decrease file
Grants (file)
OMB

Resolution

Number 18-1245

Adopted Date August 07, 2018

ACCEPT AN AMENDED CERTIFICATE AND APPROVE A SUPPLEMENTAL APPROPRIATION FOR GRANTS ADMINISTRATION FUND #265

BE IT RESOLVED, to accept an amended certificate from the Warren County Budget Commission for Fund #265 in the amount of \$436,476.25; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation:

\$436,472.25 into #265-3420-317 (Community Development – 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:

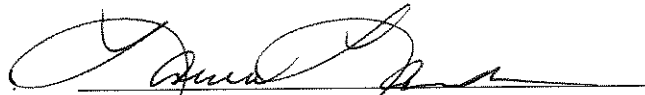
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

sm\

cc: Auditor
Amended Certificate file
Supplemental App file
Grants Administration (file)
OMB

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.16

Office of Budget Commission, County of Warren, Lebanon, Ohio, July 31, 2018

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2018, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2018	Taxes	Other Sources	Total
Community Development	\$307,902.16	\$0.00	\$1,266,872.25	\$1,574,774.41
Fund 265				
TOTAL	\$307,902.16	\$0.00	\$1,266,872.25	\$1,574,774.41

2018 AUG -1 AM 8:59

_____)
 Matt Nolan)
 _____)
 _____) Budget
 _____) Commission

Resolution

Number 18-1246

Adopted Date August 07, 2018

APPROVE OPERATING TRANSFERS FROM WATER 510-3219 (SURPLUS) INTO 583 WATER REVENUE PROJECTS AND SEWER REVENUE FUND 580-3319 (SURPLUS) INTO FUND 575 SEWER REVENUE PROJECTS

WHEREAS, it has previously been determined that all of the projects in Fund 575 and 583 are going to be financed fully or partially through water and sewer revenue funds; and

WHEREAS, a portion of those funds are necessary to pay current and anticipated obligations within Fund 575 and Fund 583; and

NOW THEREFORE BE IT RESOLVED, to approve the following operating transfers:


\$436,750.00	from	580-3319-3319-997	(Operational Transfers)
\$400,000.00	into	575-3381-9000-999	(Simpson Creek & Bear Run L/S Upgrades)
\$36,750.00	into	575-3377-9000-999	(Dick's Creek & Todd Rd L/S Rehab)
\$1,000,000	from	510-3219-3219-997	(Operational Transfer)
\$1,000,000	into	583-3208-9000-999	(Water Softening Project)

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


Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

jmb

cc: Auditor 
Operational Transfer File
Project Files
Water/Sewer (File)
OMB

Resolution

Number 18-1247

Adopted Date August 07, 2018

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO COUNTY COURT PROBATION
FUND #101-1283

BE IT RESOLVED, to approve the following supplemental appropriations:


\$14,616.00	into	#101-1283-102	(Regular Salaries)
\$ 2,047.00	into	#101-1283-811	(PERS)
\$ 5,059.00	into	#101-1283-820	(Health Insurance)
\$ 212.00	into	#101-1283-871	(Medicare)

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

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

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

Resolution

Number 18-1248

Adopted Date August 07, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO FUND #479 AIRPORT CONSTRUCTION

WHEREAS, in order to award bids for the runway grooving project, a supplemental appropriation is necessary; and

BE IT RESOLVED, to approve the following supplemental appropriation:

\$102,000 into #479-3850-320 (Airport Construction – Capital)

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 – absent

Mr. Young – yea

Mrs. Jones – yea


Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

tz/

cc: Auditor 
Supplemental Appropriation file
Airport (file)
OMB

Resolution

Number 18-1249

Adopted Date August 07, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO JAIL CONSTRUCTION AND
REHAB FUND #497

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 25,044.06 into #497-3712-400 (Purchased Services)

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

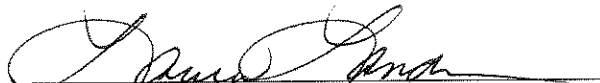
Mr. Grossmann – absent

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor 
Supplemental Appropriation file
Sheriff (file)
OMB

Resolution

Number 18-1250

Adopted Date August 07, 2018

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR'S OFFICE
FUND 101-1150

BE IT RESOLVED, to approve the following appropriation adjustment:

\$3,000.00 from #101-1150-400 (Purchased Services)
 into #101-1150-850 (Training-Education)

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

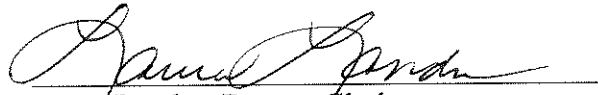
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

CSM/

cc: Auditor WJW
Appropriation Adjustment file
Prosecutor (file)
OMB

Resolution

Number 18-1251

Adopted Date August 07, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
PROBATION FUND #101-1223

BE IT RESOLVED, to approve the following appropriation adjustment:

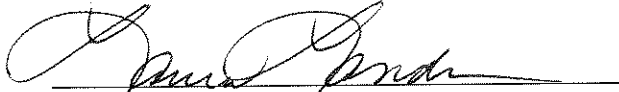
\$ 1,500.00 from #101-1223-210 (Office Supplies - General)
 into #101-1223-317 (Non Capital Purchases)

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

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

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

Resolution

Number 18-1252

Adopted Date August 07, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COUNTY COURT FUND #101-1280 AND #101-1283

BE IT RESOLVED, to approve the following appropriation adjustments:

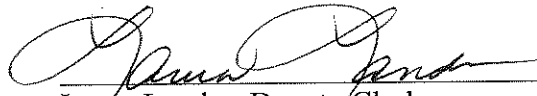
\$300.00	from #101-1280-855	(Clothing)
	into #101-1280-415	(Attorneys – Indigent)
\$500.00	from #101-1283-855	(Clothing)
	into #101-1283-850	(Training - Education)

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

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Layra Lander, Deputy Clerk

cc: Auditor 
Appropriation Adj. file
County Court (file)
OMB

Resolution

Number 18-1253

Adopted Date August 07, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND #273

BE IT RESOLVED, to approve the following appropriation adjustment:

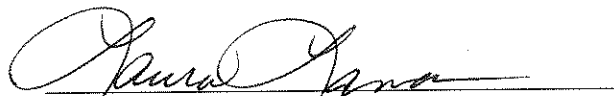
\$904.02	from	#273-5100-320	(Capital Purchases)
	into	#273-5100-317	(Non Capital Purchases)

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


Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

jc/

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

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

Resolution

Number 18-1254

Adopted Date August 07, 2018

AUTHORIZE PAYMENT OF BILLS

BE IT RESOLVED, to authorize payment of bills as submitted on Batches #08/07/2018 001, #08/07/2018 002, #08/07/2018 003, #08/07/2018 004, #08/07/2018 005, #08/07/2018 006, and #08/07/2018 007; said batches 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 – absent
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor 

Resolution

Number 18-1255

Adopted Date August 07, 2018

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

WHEREAS, the Fraternal Order of Orioles, Post 263 is holding an event at the Warren County Fairgrounds on August 11, 2018, in conjunction with The Ohio Valley Classic Motorcycle Event being organized by Carlisle resident Tim Humphries; and

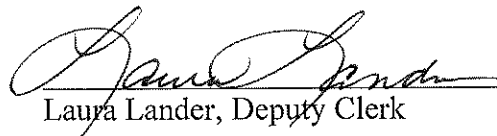
NOW THEREFORE BE IT RESOLVED, to authorize the Vice President of the Board to sign an F Permit Application from the Ohio Department of Commerce, Division of Liquor Control, on behalf of the Fraternal Order of Orioles, Post 263 for the purpose of obtaining a liquor permit during the event being held at the Warren County Fairgrounds; copy of said application is attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/to

cc: Warren County Agricultural Society (file)
Tim Humphries
C/A—Ohio Department of Commerce, Division of Liquor Control



OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL
 6606 TUSSING ROAD
 REYNOLDSBURG, OHIO 43068-9005
 Telephone No. (614) 387-7407
 Fax No. (614) 644-6965
<http://www.com.ohio.gov/liqr>

F PERMIT APPLICATION FILING FEE \$40.00

Five-Day Privilege for Special Functions - Valid for the Sale of BEER ONLY, Until 1:00 a.m.

APPLICATION MUST BE FILED AT LEAST THIRTY (30) DAYS PRIOR TO THE DATE OF FUNCTION

§ 4303.20 F permit. Permit F may be issued to an association of ten or more persons, a labor union, or a charitable organization, or to an employer of ten or more persons sponsoring a function for the employer's employees, to purchase from the holders of A-1 and B-1 permits and to sell beer for a period lasting not to exceed five days. No more than two such permits may be issued to the same applicant in any thirty-day period. The special function for which the permit is issued shall include a social, recreational, benevolent, charitable, fraternal, political, patriotic, or athletic purpose but shall not include any function the proceeds of which are for the profit or gain of any individual. The fee for this permit is forty dollars.

CAREFULLY READ THE GENERAL INSTRUCTIONS FOR FILING AN F APPLICATION - ON PAGE 5

TYPE OR PRINT PLAINLY		ALL QUESTIONS MUST BE ANSWERED	
Name of Non-Profit Organization (Exact Name must be uniform on all documents - please do not abbreviate)			
Fraternal Order of Orioles, Post 263			
Street Address (Where Function Will Be Held - BE SPECIFIC & must be uniform on all documents - For Street Closures see Address Addendum -Page 1(A))			
665 N. Broadway Street			
Township (Only if outside city or village limits)	City	State	Zip Code
	Lebanon	OHIO	45036
County: Warren			
Mail and/or Fax Permit and Correspondence To: Name: Tim Humphries			
Street Address:	City:	State:	Zip Code:
489 Park Drive	Carlisle	OH.	45005
Phone #:	Fax #:		
Email Address: timhumphries@live.com		(Note: This is for notification purpose only - NOT for emailing correspondence)	
Individual responsible for the compliance with Ohio's liquor laws in conjunction with the sale and consumption of alcoholic beverages:	Name:	Title:	
	Tim Humphries	Promoter	
	Phone #:	513-616-3018	
Date and Time Function Will Begin :	Date Function Begins :	Time Function Begins :	
	08/11/2018	12:00	<input type="checkbox"/> am <input checked="" type="checkbox"/> pm
	(Month/ Day/ Year)		
Date and Time Function Will End :	Date Function Ends :	Time Function Ends :	
	08/11/2018	11:59	<input type="checkbox"/> am <input checked="" type="checkbox"/> pm
	(Month/ Day/ Year)		
Please check what type of organization:			
<input type="checkbox"/> Association of ten or more persons	<input type="checkbox"/> Employer of ten or more persons sponsoring a function for his employees, except for a manufacturer or wholesale distributor of alcoholic beverages (not open to the public)	<input type="checkbox"/> Labor Union	
<input checked="" type="checkbox"/> Charitable Organization			
The Division of Liquor Control does not regulate or advise individuals regarding gambling in conjunction with the issuance of an F permit. Any question regarding gambling should be directed to the Ohio Attorney General's Office, Charitable Gaming Section, 150 East Gay Street, 23rd Floor, Columbus, OH 43215 at (614) 466-3181.			

FOR OFFICE USE ONLY

Taxing District	Remarks:	Reviewer Action:
Permit Number		
Receipt #		

1. What is the purpose of the event? To raise funds for general improvements

(NOTE: The proceeds of the function shall not be used for the profit or gain of any individuals).

2. Will 100% of the proceeds, less expenses, from the applicant's sale of alcoholic beverages either be retained by the applicant or distributed by the applicant for non-profit social, recreational, benevolent, charitable, fraternal, political, patriotic or or athletic purposes? YES NO

If "NO", please give detailed explanation: _____

3. Will any individual or for profit association, corporation, or other legal entity receive any percentage of the proceeds after expenses from the event for which you are requesting the F permit? YES NO

If "YES", please explain, identifying share of profit or gain each person/party will receive: _____

4. Will the members of the applicant organization coordinate and operate the event and conduct the sale of alcoholic beverages? YES NO

If "NO", please submit a detailed explanation of the non member involvement and their financial compensation. _____

5. Give the name and address of the brewer or distributor from whom beer will be purchased.

Ohio Eagle Distributing

9300 Allen Rd, West Chester Township, OH 45069

The Division of Liquor Control does not regulate or advise individuals regarding gambling in conjunction with the issuance of an F permit. Any question regarding gambling should be directed to the Ohio Attorney General's Office, Charitable Gaming Section, 150 East Gay Street, 23rd Floor, Columbus, OH 43215 at (614) 466-3181.

THE FOLLOWING MUST BE COMPLETED BY THE APPLICANT(S):

STATE OF OHIO, Warren COUNTY, ss

I/We KELLY ESTES being first duly sworn, according to law, depose and say that the statements and answers made in the foregoing application are true, and say that I/We are at least twenty-one years of age and the statements and answers made in the foregoing application are true. I hereby acknowledge that I/We are required by law to be responsible for any conduct that violates laws pertaining to the sale of alcoholic beverages.

FALSIFICATION OF ANY OF THE INFORMATION ON THIS APPLICATION CAN RESULT IN THE DIVISION'S REFUSING TO ISSUE THIS PERMIT AND WILL BE PUNISHABLE TO THE FULLEST EXTENT OF THE LAW

[Signature] CLUB PRESIDENT KELLY ESTES
(Signatures of Officer of Association, Lodge or Corporation) (Title) (Print Name)

930 E 2ND ST. FRANKLIN OH 45005 937-746-6146
(Residence Address) (City) (State) (Zip Code) (Telephone Number)

(This portion to be completed by Notary Public)

Subscribed in my presence this 6th day of August, 2018



PATRICIA L HUMPHRIES
Notary Public, State of Ohio
My Commission Expires 11-3-2020

Patricia L. Humphries 11-3-2020
(Notary Public) (Notary Expiration)
Patricia L. Humphries
(Notary - Please Print Name and Affix Seal/Stamp)



**OHIO DEPARTMENT OF COMMERCE
DIVISION OF LIQUOR CONTROL**
6606 Tussing Road, P.O. Box 4005, Reynoldsburg, Ohio 43068-9005
TENANCY & POLICE NOTIFICATION FORM FOR TEMPORARY PERMIT

Section A. (Completed by Applicant): TEMPORARY PERMIT FUNCTION INFORMATION

The Fraternal Order of Orioles, Post 263
(Full Name of Organization [this must be same as what is listed on Application])

will be conducting an event at the location of 665 N. Broadway Street, Lebanon OH
(Location or Street address where function held [this must be same as what is listed on Application])

and has applied for an "F" class temporary liquor permit to allow the sale of beer:

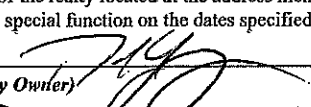
beginning 08/11/2018 at 12:00 am pm
(Date Function Begins - Month/Day/Year) (Time Function Begins)

and ending 08/11/2018 at 11:59 am pm
(Date Function Ends - Month/Day/Year) (Time Function Ends)

Section B. (Completed by Property Owner): CONSENT OF REAL PROPERTY OWNER INFORMATION

If applicant is owner of real property mark box, and sign below.

I/We, being the owner of the realty located at the address mentioned in Section A. above, do hereby acknowledge notification that the Organization listed above will hold a special function on the dates specified by signing below.

X  Warren County Commissioner 8/9/18
(Signed - Real Property Owner) (Print Name of Real Property Owner) (Date)

665 N Broadway Lebanon, Ohio 45036 513-695-1250
(Street Address of Real Property Owner) (City, State, and Zip Code) (Telephone Number)

Section C. (Completed by Chief Peace Officer): NOTICE TO CHIEF PEACE OFFICER (City/Township Police, OR County Sheriff)

This portion must be signed by the Chief Peace Officer in the municipality or the township where this function will be held indicating that he/she has been notified of the date, time, place and duration of the event. (If the township does not have a Chief Peace Officer, the County Sheriff's Office must be notified accordingly.)

I, being the Chief Peace Officer of the City, Township or County where the function listed above in Section A will be held, acknowledges that I have received notification that the Organization listed above will hold a special function on the dates specified, by signing below.

X _____
(Signed) (Title) (Check the box that applies) (Date)

City Police
Twp Police
County Sheriff

(Print Name)

In signing this form, the Chief Peace Officer is merely acknowledging receipt of notification of the event and not giving their approval or consent of the event on behalf of the political subdivision.

Warren County
FAIRGROUNDS

LEBANON, OHIO

www.warrencountyfairohio.org

July 9, 2018

To whom it may concern,

The Warren county Agricultural Society has agreed to lease the track/infield and adjacent paved areas of the Warren County Fairgrounds for The Ohio Valley Classic Motorcycle Event, Saturday, August 11, 2018. We hereby grant permission for BHD Sports /Tim Humphries to use this facility and the Fraternal Order of Orioles, Post 263 to serve alcohol for this event. BHD Sports/The Ohio Valley Classic has agreed under contract, to carry \$1,000,000 liability insurance for this event, with the Warren County Agricultural Society named as additional insured.

Sincerely,



Rebecca Osborne
Fair Secretary & Facility Manager
Warren County Agricultural Society

Resolution

Number 18-1256

Adopted Date August 07, 2018

DECLARE AN EMERGENCY AND WAIVE COMPETITIVE BIDDING FOR THE REPAIR TO THE EAST STREET REFUELING STATION

WHEREAS, on July 30, 2018 it was brought to the attention of Facilities Management that the electronic monitoring system on the unleaded fuel tanks was not operating; and

WHEREAS, this fuel tank is necessary to the operation of all County owned vehicles; and

NOW THEREFORE BE IT RESOLVED, to authorize the immediate repair to the East Street fuel tank; and

BE IT FURTHER RESOLVED, to approve purchase order #25398 in the estimated amount of \$1,300.00 to W.C. Story & Son Inc. for said repair.

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

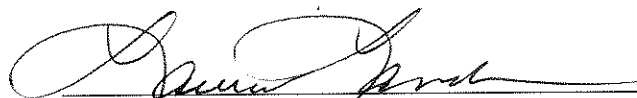
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor VW
Facilities Management (file)
OMB

Resolution

Number 18-1257

Adopted Date August 07, 2018

APPROVE DONATION OF VARIOUS THREE RING BINDERS TO WARREN COUNTY CHILDREN SERVICES

WHEREAS, the Warren County Commissioners have numerous three ring binders that are no longer needed and are of no value; and

WHEREAS, Warren County Children Services has a school supply drive to benefit school children in Warren County and could use the aforementioned binders in said drive; and

NOW THEREFORE BE IT RESOLVED, to donate various three ring binders to Warren County Children Services for their school supply drive.

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

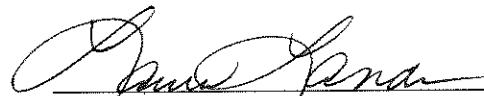
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Commissioners file
Children Services (file)

Resolution

Number 18-1258

Adopted Date August 07, 2018

AUTHORIZE THE PURCHASE CHANGE ORDER FOR PRECONSTRUCTION SERVICES OF THE CONSTRUCTION MANAGER AT RISK, GRANGER CONSTRUCTION COMPANY, FOR TOPOGRAPHICAL SURVEYING SERVICES ON THE NEW JAIL AND SHERIFF'S ADMINISTRATION OFFICE PROJECT

WHEREAS, this Board of County Commissioners (the "Board") recognizing the need for a Construction Manager at Risk ("CMR") firm for the purpose of construction services for the New Jail and Sheriff's Administration Office Project (the "Project") issued a Request for Qualifications relative thereto per Resolution Number 17-1525; and

WHEREAS, Section 9.334 of the Ohio Revised Code, and Section 153:1-6-01 of the Ohio Administrative Code identify the requirements and procedures for procuring CMR construction services for the aforementioned Project; and

WHEREAS, the Board on May 8, 2018, by Resolution 18-0722, authorized the negotiation of a contract with Granger Construction Company ("Granger") for services relative to the aforementioned Project; and

WHEREAS, the Board on May 24, 2018, by Resolution 18-0856, authorized the execution of a CMR contract with Granger for preconstruction services as parties work towards an agreed upon Guaranteed Maximum Price Amendment for the aforementioned Project; and

WHEREAS, the CMR contract for the Project identifies in Article 3.1.4 and 3.1.4.2 of the A133-2009 that topographical services for the Project are the responsibility of the CMR and are a reimbursable expense by the Board over and above the CMR's preconstruction fee of \$132,240;

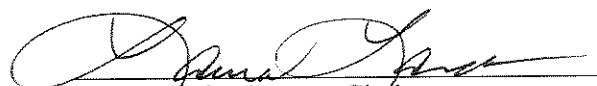
NOW THEREFORE BE RESOLVED, to approve the purchase change order for preconstruction services of the Construction Manager at Risk, Granger Construction Company, for topographical surveying services on the new Jail and Sheriff's Administration Office Project; as attached hereto and made a part hereof.


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

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Laura Lander, Deputy Clerk

cc: Auditor 
c/a—Granger Construction Co.
Sheriff (file)

Project file
M. Russell
OMB

OFFICES OF WARREN COUNTY, OHIO
PURCHASE CHANGE ORDER - REQUISITION - CERTIFICATE

ORIGINAL ORDER NO. 24772 ACCT #: 495-3712-320 ✓

ORIGINAL ORDER DATE 5-23-18 ✓

Vendor Name Granger Construction

Street 6267 N. Aurelius Road

City, State, Zip Code Lansing, Michigan 48911

Auditor's Use Only

CHANGE ORDER NUMBER: 1

Original Purchase Order Amount:	\$ 132,240. ⁰⁰
Net change by previously authorized Change Orders:	\$ 0
The Purchase Order Amount prior to this Change Order was:	\$ 132,240. ⁰⁰ ✓
The Purchase Order Amount will be <u>increased</u> (decreased) by this Change Order:	\$ 33,000.⁰⁰ ✓
The new Purchase Order Amount including this Change Order will be:	\$ 165,240. ⁰⁰ ✓

DESCRIPTION OF CHANGE (or attached BOCC Change Order Form)
Topographical surveying for the new County Jail & Sheriff's Office

OFFICE OR DEPARTMENT
OMB - Matt Nolan

SIGNATURE & TITLE
[Signature]

COUNTY AUDITOR'S CERTIFICATE (5705.410 O.R.C.)
It is hereby certified that the amount \$ _____) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized for such purpose and is in the County Treasury or in the process of collection to the credit line of _____
Fund free from any obligation or certification now outstanding.

County Commissioners
(If Applicable)
[Signature]
[Signature]
Date Approved 8/7/18

Date Posted _____ 20_____
By _____ Deputy MATT NOLAN, AUDITOR

This order not valid unless County Auditor's Certificate is signed.

Resolution

Number 18-1259

Adopted Date August 07, 2018

PLEDGING REVENUE FROM CERTAIN SERVICE PAYMENTS IN LIEU OF TAXES TO THE PAYMENT OF BOND SERVICE CHARGES AND ADMINISTRATIVE EXPENSES RELATED TO REVENUE BONDS TO BE ISSUED BY THE WARREN COUNTY PORT AUTHORITY TO RETIRE GENERAL OBLIGATION NOTES PREVIOUSLY ISSUED BY THE COUNTY FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION, EQUIPPING, INSTALLATION, AND IMPROVING OF CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS; AND AUTHORIZING A COOPERATIVE AGREEMENT AND OTHER DOCUMENTS RELATING TO THE ABOVE-REFERENCED BONDS

WHEREAS, the Board of County Commissioners of Warren County, Ohio (the "Board"), by approving Resolution No. 12-1391 (the "TIF Resolution") on October 9, 2012, (i) declared seventy-five percent (75%) of the increase in assessed value of certain real property to be a public purpose and exempt from real property taxation for a period of up to ten (10) years (the "TIF Exemption"); (ii) provided for service payments in lieu of taxes (the "Service Payments") for the duration of the TIF Exemption payable with respect to such real property; (iii) described and authorized certain public infrastructure improvements (the "Public Infrastructure Improvements"); and (iv) authorized the payment of the costs of the Public Infrastructure Improvements from the Service Payments; and

WHEREAS, the Board, the Warren County Port Authority (the "Port Authority"), Miami Valley Gaming & Racing, LLC, and Warren General Property Co., LLC entered into a Development Agreement dated as of April 1, 2014 (the "Development Agreement") relating to the construction and financing of the Public Infrastructure Improvements; and

WHEREAS, the County previously issued its \$1,950,000 Racino TIF Roadway Improvement Notes, dated August 24, 2017 (the "Outstanding Notes"), for the purpose of retiring notes previously issued by the County for the purpose of paying costs of the Public Infrastructure Improvements, more specifically, the acquisition, construction, equipping, installation, and improving of the Union Road and Greentree Road; and

WHEREAS, the Port Authority intends to issue revenue bonds in the principal amount of approximately \$1,525,000 (the "Bonds"), the proceeds of which will be used to retire the outstanding portion of the Outstanding Notes, fund the reserve requirement for the Bonds, and pay costs of issuance of the Bonds (the "Project"); and

WHEREAS, this Board has determined that it is necessary and in the best interests of the County to cooperate with the Port Authority by pledging the County's TIF Revenue (as defined herein) for the payment of all Bond Service Charges and Administrative Expenses pursuant to a cooperative agreement (the "Cooperative Agreement") between this and the Port Authority.

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

Section 1. Cooperative Agreement. The President or Vice-President of this Board and the County Auditor are hereby authorized and directed to sign and deliver, in the name of and on behalf of the County, the Cooperative Agreement in substantially the form as is now on file with the Clerk of this Board. The Cooperative Agreement is approved, together with any related documents necessary to effectuate the transaction contemplated herein, as well as changes or amendments thereto that are not inconsistent with this Resolution and not substantially adverse to the County and that are approved by the officers signing the Cooperative Agreement or related document on behalf of the County, all of which shall be conclusively evidenced by the signing of the Cooperative Agreement and each related document, if any.

Section 2. Pledge of TIF Revenue. For the payment of Financing Payments (as defined in the Cooperative Agreement) required to be paid as provided in Section 4.1 of the Cooperative Agreement, the County hereby pledges all monies collected by the County from the Service Payments pursuant to the TIF Resolution (such amounts collectively referred to herein as the "TIF Revenue").

This Board further finds and determines that it is necessary and in the best interests of the County to pledge its TIF Revenue for the payment of such Financing Payments.

The County agrees to make the Financing Payments payable from County's TIF Revenue in accordance with Section 4.1 of the Cooperative Agreement.

Section 3. Other Documents. The President or Vice-President of this Board, County Auditor, County Prosecutor (or any Assistant County Prosecutor), and the Clerk of this Board, or other County officials, as appropriate, each are authorized and directed, either alone or in any combination, to sign any certificates, financial statements, and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution.

Section 4. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board or committees, and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. Captions and Headings. The captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Resolution unless otherwise indicated.

Section 6. Effective Date. This Resolution shall be full force and effect immediately upon its adoption.

RESOLUTION #18-1259
AUGUST 07, 2018
PAGE 3

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

Resolution adopted this 7th day of August 2018.

BOARD OF COUNTY COMMISSIONERS



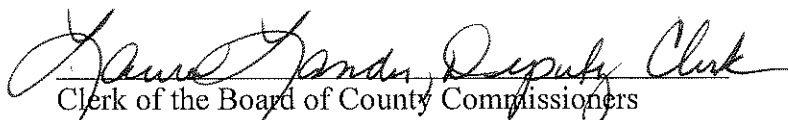
Laura Lander, Deputy Clerk

cc: Auditor (certified)
c/a—Warren County Port Authority
Port Authority (file)
Bond File

RESOLUTION #18-1259
AUGUST 07, 2018
PAGE 4

CERTIFICATE

The undersigned Clerk of the Board of County Commissioners of the Warren County, Ohio hereby certifies that the foregoing is a true copy of a Resolution duly adopted by the Board of County Commissioners of the Warren County, Ohio on August 7, 2018.


Clerk of the Board of County Commissioners
Warren County, Ohio

COOPERATIVE AGREEMENT

BY AND BETWEEN

WARREN COUNTY PORT AUTHORITY

AND

WARREN COUNTY, OHIO

\$1,510,000
WARREN COUNTY PORT AUTHORITY
TAXABLE RACINO TIF ROADWAY IMPROVEMENT REVENUE BONDS
(OHIO COMMUNITIES ACCELERATOR FUND)
SERIES 2018B
(RACINO TIF ROADWAY PROJECT)

DATED AS OF AUGUST 1, 2018

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ANNEX I Master List of Definitions

COOPERATIVE AGREEMENT

This COOPERATIVE AGREEMENT made and entered into as of August 1, 2018, between the WARREN COUNTY PORT AUTHORITY, a port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State (the “Issuer”), and WARREN COUNTY, OHIO, a county and political subdivision of the State (the “County”), under the circumstances summarized in the following recitals (the capitalized terms not defined in the recitals being used therein as defined in Article I hereof):

BACKGROUND:

A. The Issuer, the County, Miami Valley Gaming & Racing, LLC (the “Developer”), and Warren General Property Co., LLC entered into a Development Agreement dated as of April 1, 2014 (the “Development Agreement”) relating to the construction and financing of certain public infrastructure improvements in connection with the construction of a commercial horse racetrack and entertainment facility.

B. Pursuant to Ohio Revised Code Sections 307.082, 5709.40, 5709.77, 5709.78, 5709.79, and 5709.80 (together with related provisions of the Ohio Revised Code, the “TIF Act”); Resolution No. 12-1391 (the “TIF Resolution”), passed by the Board of Commissioners of the County (the “Board of Commissioners”) on October 9, 2012, the County has, among other actions: (i) declared seventy-five percent (75%) of the increase in assessed value of certain real property to be a public purpose and exempt from real property taxation for a period of up to ten (10) years (the “TIF Exemption”); (ii) provided for service payments in lieu of taxes (the “Service Payments”) for the duration of the TIF Exemption payable with respect to such real property; (iii) described and authorized certain public infrastructure improvements (as more fully defined and described in the Development Agreement, the “Public Infrastructure Improvements”); and (iv) authorized the payment of the costs of the Public Infrastructure Improvements from the Service Payments.

C. The County previously issued its \$1,950,000 Racino TIF Roadway Improvement Notes, dated August 24, 2017 (the “Outstanding Notes”), for the purpose of retiring notes previously issued by the County for the purpose of paying costs of the Public Infrastructure Improvements, more specifically, the acquisition, construction, equipping, installation, and improving of the Union Road and Greentree Road intersection (the “Racino TIF Roadway Project”).

D. Pursuant to Resolution No. 2018-20 (the “Series 2018B Bond Legislation”), passed by the Board of Directors of the Issuer on July 23, 2018, the Issuer has determined that the Racino TIF Roadway Project is within the meaning of a “port authority facility” as defined in Section 4582.21(E) of the Ohio Revised Code, and the Issuer agreed to assist the County in financing a portion of the Racino TIF Roadway Project by issuing its Taxable Racino TIF Roadway Improvement Revenue Bonds (Ohio Communities Accelerator Fund) Series 2018B (Racino TIF Roadway Project) (the “Bonds”) in the maximum aggregate amount of \$1,550,000 to retire the Outstanding Notes, fund the reserve requirement for the Bonds, and pay costs of issuance of the Bonds (the “Project”).

E. Pursuant to Resolution No. 18-___ (the “County Legislation”), passed by the Board of Commissioners on August 7, 2018, and in accordance with the Development Agreement, the County determined that it is necessary and in the best interests of the County to pledge the Service Payments received by the County pursuant to the TIF Resolution to all Bond Service Charges and Administrative Expenses related to the Bonds, and authorized the execution and delivery of this Agreement.

F. The Issuer has entered into a trust indenture related to the Ohio Communities Accelerator Fund (the “Basic Indenture”) with The Huntington National Bank (the “Trustee”), and the Second Supplemental Trust Indenture (the “Series 2018B Supplemental Trust Indenture”, and together with the Basic Indenture, the “Indenture”) with the Trustee relating to the Bonds.

G. The County and the Issuer each has full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on its respective part to be performed and observed.

NOW THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the Issuer and the County agree as follows (provided that any obligation of the Issuer created by or arising out of this Agreement shall never constitute a general debt of the Issuer or give rise to any pecuniary liability of the Issuer but shall be payable solely out of TIF Revenue, and any obligation of the County to make Financing Payments or other payments hereunder shall never constitute a general debt of the County or give rise to any pecuniary liability of the County but shall be payable solely from the TIF Revenue):

(Remainder of page intentionally left blank)

ARTICLE I

DEFINITIONS

Section 1.1 Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement, the words and terms used herein shall have the meanings set forth in the Master List of Definitions attached hereto as Annex I unless the context or use clearly indicates another meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms defined therein.

Section 1.2 Interpretation. Any reference herein to the Issuer, to the County, or to any member or officer of either includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a Section or provision of the Constitution of the State or the Act, or to a section, provision or chapter of the Ohio Revised Code or any other legislation or to any statute of the United States of America, includes that section, provision or chapter as amended, modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this provision, if it constitutes in any way an impairment of the rights or obligations of the Issuer, the Holders, the Trustee, or the County under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Agreement; and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of the Bonds. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

Section 1.3 Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

(End of Article I)

ARTICLE II

REPRESENTATIONS

Section 2.1 Representations and Covenants of the Issuer. The Issuer represents and covenants that:

(a) It is a body corporate and politic duly organized and validly existing under the laws of the State.

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the Issuer in a manner or to an extent which would impair its ability to carry out its obligations contained in this Agreement or the Transaction Documents to which it is a party and to enter into and carry out the transactions contemplated thereby.

(c) It is legally empowered to enter into and carry out the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party. The execution, delivery and performance by the Issuer of this Agreement and the Transaction Documents to which it is a party do not and will not violate or conflict with any provision of law applicable to the Issuer, and do not, and will not, conflict with or result in a default under any agreement or instrument to which the Issuer is a party or by which it is bound.

(d) It has duly authorized the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a Party.

(e) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement and the other Transaction Documents to which it is a party by any successor public body.

(f) The Series 2018B Bond Legislation has been duly adopted or passed, is in full force and effect, as amended, and is not subject to repeal by referendum.

Section 2.2 Representations and Covenants of the County. The County represents and covenants that:

(a) It is a county and political subdivision of the State, validly existing under the laws of the State.

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the County in a manner or to an extent which would impair its ability to carry out its obligations contained in this Agreement or the Transaction Documents to which it is a party and to enter into and carry out the transactions contemplated thereby.

(c) It is legally empowered to execute, deliver and perform this Agreement and the Transaction Documents to which it is a party, to enter into and carry out the transactions contemplated thereby and to enact the County Legislation. The execution, delivery and

performance by the County of this Agreement and the Transaction Documents to which it is a party do not and will not violate or conflict with any provision of law applicable to the County, and do not, and will not, conflict with or result in a default under any agreement or instrument to which the County is a party or by which it is bound.

(d) It has duly authorized the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party and the transactions contemplated herein and therein.

(e) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement and the other Transaction Documents to which it is a party by any successor public body.

(f) The County Legislation has been duly adopted or passed, is in full force and effect, as amended, and is not subject to repeal by referendum. For so long as the Bonds remain outstanding, the County will continue to collect the Service Payments and will not amend, repeal or change the TIF Resolution or the County Legislation in any way that materially and adversely affects or impairs (a) the sufficiency of the receipts of the Service Payments collected or otherwise available for payment of the Bonds or (b) the pledge or application of TIF Revenue to the payment of the Bonds.

Section 2.3 Pledge of Payment of Financing Payments. The County covenants and agrees to make the Financing Payments as provided in Section 4.1.

Section 2.4 Issuer Agreements Regarding Trust Indenture. The Issuer agrees that it shall not amend the Series 2018B Supplemental Trust Indenture without the consent of the County. In addition, to the extent that the Series 2018B Supplemental Trust Indenture provides for funds to be paid to the County, the County shall be a third-party beneficiary of such provisions, with the right to receive such funds.

(End of Article II)

ARTICLE III

ISSUANCE OF THE BONDS

Section 3.1 Cooperative Arrangements. For the reasons set forth in the Recitals hereto (which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement and the intended cooperative arrangement between the County and the Issuer), the County and the Issuer have determined to cooperate with each other in the undertaking and financing of the Project, all in accordance with this Agreement. This Agreement is intended to and shall be an agreement between the County and the Issuer to cooperate in the acquisition, construction, equipping, installing, improvement, development and financing of port authority facilities pursuant to the Act, and the agreements contained herein are intended to and shall be construed as agreements to further effect cooperative action and safeguard the respective interests of the parties hereto.

To the extent necessary, desirable or appropriate to implement the intent of this Agreement and in accordance with the Act, the Issuer undertakes to exercise any power, perform any function and render any service, together with all powers necessary or incidental thereto, to the fullest extent that the County is authorized under the applicable laws of the State, to exercise, perform or render such power, function or service. Each power exercised, function performed or service rendered by the Issuer hereunder, to the extent, if any, necessary to the implementation of this Agreement and the financing of the Project in the manner set forth herein and in the Series 2018B Supplemental Trust Indenture, are undertaken by the Issuer pursuant to the Act.

Section 3.2 Issuance of the Bonds; Application of Bond Proceeds. To provide funds to finance a portion of the costs of the Project, pursuant to the Bond Legislation, the Issuer has, simultaneously with its execution and delivery of this Agreement, issued, sold and delivered the Bonds to the Original Purchaser pursuant to the Indenture in the aggregate principal amount, bearing interest, maturing and subject to redemption as set forth therein. The County approves the terms of the Bonds and the Indenture and agrees that in the event of any inconsistency or conflict between this Agreement and the terms of the Indenture, the Indenture shall control the Bonds.

In accordance with the Series 2018B Supplemental Trust Indenture, the County will receive \$1,310,000.00 of proceeds from the sale of the Bonds, which the County agrees to use to retire the Outstanding Notes maturing on August 23, 2018. The County shall pay or caused to be paid any other amounts necessary to retire the Outstanding Notes, including, without limitation, the remaining principal and any interest due at maturity. The remaining proceeds of the Bonds shall be applied in accordance with the Series 2018B Supplemental Trust Indenture.

(End of Article III)

ARTICLE IV

FINANCING PAYMENTS

Section 4.1 Financing Payments. Upon the terms and conditions of this Agreement, the Issuer will finance the Project, in part, by issuing the Bonds. In consideration of that undertaking by the Issuer, the County or its designee does hereby agree to pay Financing Payments directly to the Trustee from TIF Revenue on each Financing Payment Date, which payments the Issuer, concurrently herewith pursuant to the Indenture, has assigned to the Trustee. All Financing Payments due from the County to the Trustee shall be paid to the Trustee by check, same day funds transfer, electronic means, or by other means acceptable to the County and the Trustee at the Trustee's Designated Office for deposit in the Series 2018B Revenue Account to be held in trust and to be disbursed in accordance with the provisions of the Trust Indenture. During the years in which this Agreement is in effect, the County shall take such further actions as may be necessary to appropriate and maintain the moneys received as TIF Revenue in such amounts and at such times as will be sufficient to enable the County to satisfy its obligations to pay Financing Payments under this Agreement.

The County agrees to make Financing Payments to the Trustee according to the following table:

Settlement (Collection Year)	Payment
2nd Half 2018	\$ 33,113.10
1st Half 2019	274,888.75
2nd Half 2019	13,896.25
1st Half 2020	285,940.35
2nd Half 2020	11,153.50
1st Half 2021	286,828.85
2nd Half 2021	8,359.00
1st Half 2022	292,614.90
2nd Half 2022	5,251.00
1st Half 2023	299,251.00

The Financing Payments in the table, above, may change as a result of Administrative Expenses. The Issuer shall notify the County in writing of any modifications to any of Financing Payment.

On or before each Financing Payment Date, the County or its designee shall use TIF Revenue to pay first, all payments of Financing Payments due from the County to the Trustee under this Agreement, and second, for any other lawful purpose for which TIF Revenue may be used, including in accordance with the terms of the Development Agreement.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE COUNTY'S OBLIGATION UNDER THIS AGREEMENT TO MAKE FINANCING PAYMENTS SHALL BE A SPECIAL OBLIGATION OF THE COUNTY AND SHALL BE REQUIRED TO BE MADE SOLELY FROM SERVICE PAYMENTS RECEIVED BY THE COUNTY. THE OBLIGATIONS OF THE COUNTY UNDER THIS AGREEMENT ARE NOT AND SHALL NOT BE SECURED BY AN OBLIGATION OR PLEDGE OF ANY MONEYS RAISED BY TAXATION. THE OBLIGATIONS OF THE COUNTY UNDER THIS AGREEMENT DO NOT AND SHALL NOT REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF THE COUNTY, AND THE ISSUER DOES NOT HAVE AND SHALL NOT HAVE ANY RIGHT TO HAVE TAXES LEVIED FOR THE PAYMENT OF BOND SERVICE CHARGES.

The County and the Issuer each acknowledge that neither the County nor the Issuer has any interest in the Special Funds as defined in the Indenture and any moneys deposited in those Special Funds shall be in the custody of and held by the Trustee in trust for the benefit of the Holders.

Section 4.2 Assignment of Agreement and Revenue. To secure the payment of Bond Service Charges on the Bonds, the Issuer shall assign to the Trustee, by the Series 2018B Supplemental Trust Indenture, its rights under and interest in this Agreement (except for the Unassigned Issuer's Rights) and the Financing Payments. The County hereby agrees and consents to those assignments.

Section 4.3 Certain Financing Payment Obligations Unconditional. The obligation of the County to make Financing Payments solely from TIF Revenue shall be absolute and unconditional, and the County shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set off, recoupment or counterclaim which the County may have or assert against the Issuer, the Trustee or any Person. All of the obligations of the County and the Issuer under this Article IV are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the County and the Issuer within the meaning of Section 2731.01 of the Ohio Revised Code and shall be enforceable by mandamus.

(End of Article IV)

ARTICLE V

ADDITIONAL AGREEMENTS AND COVENANTS

Section 5.1 Release of Liability by County.

(a) The County releases the Issuer and its respective officers, directors and employees, from, and agrees that the Issuer and its respective officers, directors and employees, shall not be liable to the County for claims, costs and expenses, including out-of-pocket and incidental expenses and legal fees, imposed upon, incurred or asserted against the County on account of: (i) the authorization, issuance, sale, trading, redemption or servicing of the Bonds, and the provision of any information or certification furnished in connection therewith concerning the Bonds or the TIF Revenue including, without limitation, any information furnished by the County for, and included in, or used as a basis for preparation of, any certifications, information statements or reports furnished by the Issuer or the County; (ii) any action taken or omitted to be taken by the Issuer or the County pursuant to the terms of this Agreement, the Bonds, the Indenture, any other Transaction Document or any other related instrument or document at the request of or with the consent of the County, or any action taken or omitted to be taken by the Issuer at the request of or with the consent of the County; and (iii) any claim, action or proceeding brought with respect to any matter set forth in clause (i) or (ii) above, in each case provided that the Issuer has not acted with negligence or engaged in willful misconduct.

(b) The County agrees to release the Trustee from all liabilities, claims, costs and expenses, including out-of-pocket and incidental expenses and reasonable outside legal fees ("Losses") that may be imposed on, incurred by or asserted against the County due to the Trustee following any instructions or other directions upon which the Trustee is authorized to rely pursuant to the terms of the respective Indenture, this Agreement or any other Transaction Document. In addition and not in limitation of the immediately preceding sentence, the County also agrees to release the Trustee from any and all Losses as a result of County's action or inaction that may be imposed on, incurred by, or asserted against, the County in connection with or arising out of the Trustee's performance under the Agreement, the Indenture, or any other Transaction Document provided the Trustee has not acted with negligence or engaged in willful misconduct.

(c) In case any claim or demand is at any time made, or action or proceeding is brought, against the County in respect of which reimbursement may be sought hereunder, the Person seeking such reimbursement promptly shall give notice of that action or proceeding to the Issuer.

(d) Nothing in this Agreement is meant to release, extinguish or otherwise alter or interfere with any rights of which the Issuer and the County may now or hereafter have against the Developer or any other person.

(e) The provisions set forth above are intended to and shall include all affected officials, directors, officers, agents and employees of the Issuer, the County and the Trustee, respectively, and their successors and assigns. The provisions set forth above are

intended to and shall be enforceable thereby to the full extent permitted by law by the Issuer, the County and the Trustee and shall survive the termination of this Agreement.

Section 5.2 Litigation Notice; Management. The County shall give the Trustee and the Issuer prompt notice of any action, suit or proceeding by or against the County at law or in equity, or before any governmental instrumentality or agency, or of any of the same which is threatened in writing, of which the County has notice, which relates to, challenges or could adversely affect the imposition, collection or pledge of the TIF Revenue, or which, if adversely determined, would materially impair the right or ability of the County to carry on its governmental activities, or would adversely affect its ability to perform its respective obligations under the Transaction Documents, or would materially and adversely affect any of its activities, operations, properties, assets or condition (financial or otherwise) together with a written statement setting forth the details thereof and any actions with respect thereto taken or proposed to be taken by the County in response thereto.

(End of Article V)

ARTICLE VI

REDEMPTION; DEFEASANCE

Section 6.1 Redemption of Bonds. Issuer has the exclusive right to effect redemption of all or part of the then outstanding Bonds on any available redemption date on which such redemption may be made under the applicable provisions of the Bonds and the Indenture, provided, however, that Issuer agrees and covenants with the County that it shall not effectuate any optional redemption of the Bonds without having deposited or caused to be deposited with the Trustee an amount of money sufficient to effectuate such redemption and pay all Required Bond Service Charges as a result of or arising from such redemption. Nothing herein is intended to or shall give the County or the Issuer any right to redeem Bonds except in accordance with the terms thereof and of the Trust Indenture.

Section 6.2 Defeasance. If at any time Financing Payments have been paid to the Trustee or the Trustee otherwise holds sufficient moneys available for that purpose in an aggregate amount sufficient to cause the redemption or defeasance of all of the Bonds Obligations in accordance with the Indenture so that after such payment or defeasance none of the Bonds will be outstanding under the Indenture, and the County is not in default hereunder, then the Issuer, at the request of the County, shall direct the Trustee to transfer amounts sufficient to cause that redemption or defeasance in accordance with the Indenture. Upon the redemption or defeasance of all Bonds and the payment of all other amounts due under the Indenture, including but not limited to Administrative Expenses due and unpaid, either of the Issuer or the County shall be entitled to terminate this Agreement, except as provided in Section 8.1.

(End of Article VI)

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default. Each of the following shall be an Event of Default:

(a) The County shall fail to transfer to the Trustee sufficient Financing Payments for deposit in the Series 2018B Revenue Account on the dates specified in this Agreement and such failure continues for five (5) calendar days after such dates;

(b) The County shall fail to observe and perform any other agreement, term or condition contained in this Agreement, and the continuation of such failure for a period of thirty (30) days after written notice thereof shall have been given to the County by the Issuer or the Trustee, or for such longer period as the Issuer and the Trustee may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the County institutes curative action within the applicable period and diligently pursues that action to completion;

(c) Any representation or warranty made by the County herein, or any statement made by the County in any report, certificate or financial statement, in the Transaction Documents or in any other instrument furnished in connection with this Agreement or in connection with the purchase of the Bonds shall at any time prove to have been materially false or misleading in any material respect when made or given; and

(d) The County shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under federal bankruptcy laws, as in effect from time to time; (iii) file a petition in bankruptcy or a petition to take advantage of any insolvency act; (iv) make an assignment for the benefit of creditors; or (v) consent to the appointment of a receiver for itself or of the whole or any substantial part of its property or has a receiver or trustee appointed for it or for the whole or any substantial part of its property; and

(e) The County is not authorized collect the TIF Revenue in an amount sufficient to pay Financing Payments with respect to the Bonds.

Notwithstanding the foregoing, if, by reason of Force Majeure, the County is unable to perform or observe any agreement, term or condition hereof which would give rise to an Event of Default under subsection (a) through (c) hereof, the County shall not be deemed in default during the continuance of such inability. However, the County shall promptly give notice to the Trustee and the Issuer of the existence of an event of Force Majeure and shall use its best efforts to remove the effects thereof; provided that the settlement of strikes or other industrial disturbances shall be entirely within their discretion.

The declaration of an Event of Default under subsection (d) above, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding that declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 7.2 Remedies on Default. Whenever an Event of Default shall have happened and be subsisting, any one or more of the following remedial steps may be taken:

(a) The Trustee may, subject to its right to be indemnified under the Indenture, exercise any or all or any combination of the remedies specified in the Indenture;

(b) The Issuer and the Trustee may have access to, inspect, examine and make copies of the books, records, accounts and financial data of the County pertaining to the TIF Revenue except with respect to any such information the disclosure of which is prohibited by Ohio law; or

(c) The Issuer and the Trustee may pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due under this Agreement or to enforce the performance and observance of any other obligation or agreement of the County under this Agreement and any other Transaction Documents.

Notwithstanding the foregoing, the Issuer shall not be obligated to take any step (other than causing the County's delivery of Financing Payments to the Trustee) which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond or agreement has been furnished to the Issuer, at no cost or expense to the Issuer. Any amounts collected as Financing Payments or applicable to Financing Payments and any other amounts collected pursuant to action taken under this Section shall be deposited and applied in accordance with the provisions of the Indenture.

Section 7.3 No Remedy Exclusive. No remedy conferred upon or reserved to the Issuer or the Trustee by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer and the Trustee to exercise any remedy reserved to them in this Article, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made herein.

Section 7.4 Agreement to Pay Attorneys' Fees and Expenses. If an Event of Default should occur and the County or the Trustee should incur expenses, including attorneys' fees, in connection with the enforcement of this Agreement against the Issuer or the collection of sums due hereunder, the Issuer, to the extent permitted by law, is obligated to reimburse the County and the Trustee, as applicable, for the reasonable out-of-pocket expenses so incurred, provided that such expenses have resulted from an Event of Default resulting from the Issuer's obligations, and provided further that such amount has not been reimbursed as Administrative Expenses herein.

Section 7.5 No Waiver. No failure by any party hereto to insist upon the strict performance of any provision hereof shall constitute a waiver of their right to strict performance

and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by any party hereto to observe or comply with any provision hereof.

Section 7.6 Notice of Default. The County shall notify the Trustee and the Issuer immediately if it becomes aware of the occurrence of any Event of Default hereunder or of any fact, condition or event which, with the giving of notice or passage of time or both, would become an Event of Default.

(End of Article VII)

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Term of Agreement. This Agreement shall be and remain in full force and effect from the date of delivery of the Bonds to the Original Purchaser thereof until the Bonds are paid in full (except for obligations under Section 5.1 and the obligations under Section 7.4 hereof, which shall survive any termination of this Agreement). Notwithstanding the foregoing, provided that the Bonds are no longer outstanding, and all other sums under this Agreement have been paid, the County and the Issuer may, by written instrument, agree to terminate this Agreement, except for the provisions of Section 5.1 and Section 7.4 hereof, provided that the Issuer and the County shall have complied with the provisions of Section 6.2.

Section 8.2 Notices. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, or by recognized overnight delivery service, and addressed to the appropriate Notice Address. A duplicate copy of each notice, certificate, request or other communication given hereunder to the Issuer, the County or the Trustee shall also be given to the others, provided that the County shall provide to the Trustee any notice it receives pursuant to the Transaction Documents promptly, but in any event not later than five (5) Business Days. The County, the Issuer, and the Trustee, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent. If, because of the suspension of delivery of certified or registered mail or for any other reason, notice, certificates or requests or other communications are unable to be given by the required class of mail, any notice required to be mailed by the provisions of this Agreement shall be given in such other manner as in the judgment of the Trustee shall most effectively approximate mailing thereof, and the giving of that notice in that manner for all purposes of this Agreement shall be deemed to be in compliance with the requirement for the mailing thereof. Except as otherwise provided herein, the mailing of any notice shall be deemed complete upon deposit of that notice in the mail and the giving of any notice by any other means of delivery shall be deemed complete upon receipt of the notice by the delivery service.

Section 8.3 Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Issuer and the County contained in this Agreement or the Indenture shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the Issuer, the County, or each Legislative Authority in other than his or her official capacity, and neither the members of each Legislative Authority nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, obligations or agreements of the Issuer or the County contained in this Agreement or in the Indenture.

Section 8.4 Binding Effect; Assignment. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Issuer, the County and their respective permitted successors and assigns; provided that this Agreement may not be assigned by the County and may not be assigned by the Issuer except to the Trustee pursuant to the Indenture or

as otherwise may be necessary to enforce or secure payment of Financing Payments. This Agreement may be enforced only by the parties, their assignees and others who may, by law, stand in their respective places.

Section 8.5 Amendments and Supplements. Except as otherwise expressly provided in this Agreement or the Indenture, subsequent to the issuance of the Bonds and prior to all conditions provided for in the Indenture for release of the Indenture having been met, this Agreement may not be effectively amended, changed, modified, altered or terminated except in accordance with the provisions of the Indenture.

Section 8.6 Execution Counterparts. This Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of both parties hereto be contained on any one counterpart hereof. Additionally, the parties hereto agree that for purposes of facilitating the execution of this Agreement, the signature pages taken from the separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts. All executed counterparts of this Agreement shall be deemed to be originals, but all such counterparts taken together or collectively, as the case may be, shall constitute one and the same agreement.

Section 8.7 Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 8.8 Limitation of Rights. With the exception of rights conferred expressly in this Agreement, nothing expressed or mentioned in or to be implied from this Agreement or the Bonds is intended or shall be construed to give to any Person other than the parties hereto, the Trustee and the Holders of the Bonds, any legal or equitable right, remedy, power or claim under or with respect to this Agreement or any covenants, agreements, conditions and provisions contained herein. This Agreement and all of the covenants, agreements, conditions and provisions hereof are intended to be, and are, for the sole and exclusive benefit of the parties hereto, the Trustee and the Holders of the Bonds, as provided herein.

Section 8.9 Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

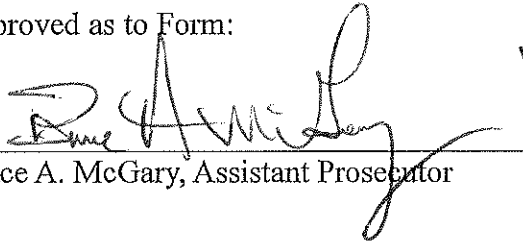
Section 8.10 Business Day. If any date on which any party to this Agreement is required to act is not a Business Day, then such action need not be taken on that date, but may be made on the next succeeding Business Day on which the County or the Trustee is open for business with the same force and effect as if that action were taken when due.

(End of Article VIII)

IN WITNESS WHEREOF, the County and the Issuer have caused this Agreement to be duly executed in their respective names, all as of the date first hereinbefore written.

WARREN COUNTY, OHIO

Approved as to Form:

By: 
Bruce A. McGary, Assistant Prosecutor

By: 
~~Tom Grossmann~~ David G. Young
Vice President, Board of Commissioners

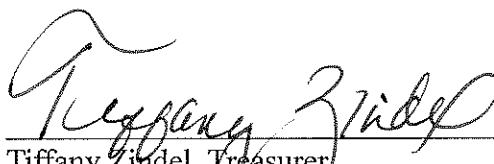
WARREN COUNTY PORT AUTHORITY

By: 
Martin Russell, Executive Director

[Signatures Continue on Following Page]

WARREN COUNTY PORT AUTHORITY
FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the Issuer, hereby certifies that the moneys required to meet the obligations of the Issuer during the year 2018 under the Cooperative Agreement have been lawfully appropriated by the Legislative Authority of the Issuer for such purposes and are in the treasury of the Issuer or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.40 and 5705.44, Ohio Revised Code.




Tiffany Zindel, Treasurer
Warren County Port Authority

Dated: 8/7, 2018

COUNTY'S FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the County, hereby certifies that the moneys required to meet the obligations of the County during the year 2018 under the Agreement have been lawfully appropriated by the Board of Commissioners of the County for such purposes and are in the treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.40 and 5705.44, Ohio Revised Code.



Matt Nolan, County Auditor
Warren County, Ohio

Dated: 8/7, 2018

ANNEX I TO COOPERATIVE AGREEMENT

Master List of Definitions

“Act” means Sections 4582.21 through 4582.59, Ohio Revised Code as enacted and amended pursuant to Section 13 of Article VIII of the Ohio Constitution.

“Administrative Expenses” means the fees, charges and reasonable expenses or charges of the County, the Administrator, the Port Authority, including, without limitation, the Annual Fee, the Administrator, any issuer of a letter or credit or other surety or financial guaranty for the Bonds, and any trustee, registrar, paying agent, authenticating agent, remarketing agent, continuing disclosure agent, consultant or other agent retained by the issuer of the Obligations or the trustee for the Bonds to perform any duty required of it by the documents authorizing the issuance of the Bonds, any other amounts (other than Obligation Service Charges) required to be paid in connection with the servicing of the Bonds, and any other reasonable expenses, including legal fees, incurred by the County, the Port Authority, or the Administrator to comply with its obligations under the Transaction Documents

“Annual Fee” means the annual administrative fee of the Issuer equal to [] (\$[]).

“Authorized County Representative” means any of the President of the Board of County Commissioners, the County Auditor, and the County Administrator.

“Authorized Officer” means (i) with respect to the County, the Authorized County Representative, and (ii) with respect to the Issuer, the Issuer Executive.

“Basic Indenture” means the Ohio Communities Accelerator Fund Trust Indenture dated as of June 1, 2018, between the Issuer and the Trustee, as amended or supplemented from time to time.

“Board of Commissioners” means the Board of County Commissioners of the County.

“Bond Legislation” means Resolution No. 2018-20 of the Issuer adopted July 23, 2018, providing for the issuance of the Bonds and approving the Cooperative Agreement, the Series 2018B Supplemental Trust Indenture and related matters and including the Certificate of Award executed and delivered pursuant thereto, as amended or supplemented from time to time.

“Bonds” or “Series 2018B Bonds” means the \$1,525,000 Warren County Port Authority Taxable Racino TIF Roadway Improvement Revenue Bonds (Ohio Communities Accelerator Fund) Series 2018B (Racino TIF Roadway Project).

“Bond Service Charges” means, for any period or payable at any time, the principal of, premium, if any, and interest on the Bonds for that period or payable at that time whether due at maturity or on an Interest Payment Date, a Principal Payment Date, a Mandatory Redemption Date, any other date of redemption of Bonds or any other date on which Bond Service Charges are due and payable.

“Business Day” means a day that is not a (i) Saturday, (ii) Sunday, or (iii) day on which the Trustee is closed or banks in New York, New York are closed.

“Certificate of Award” means the certificate executed by the Issuer Executive or the Fiscal Officer of the Issuer pursuant to the Issuer’s Resolution No. 2018-20.

“Closing Date” or “Bond Closing Date” means August 23, 2018.

“Closing Fee” means the administrative fee of the Issuer to be paid on the Closing Date equal to fifteen thousand dollars (\$15,000).

“Cooperative Agreement” means the Cooperative Agreement dated as of August 1, 2018 between the Issuer and the County relating to the Project, and to which this Annex I is attached, as amended or supplemented from time to time.

“County” means Warren County, Ohio, a county and political subdivision organized and existing under the constitution of the State.

“County Legislation” means Resolution No. 18-_____ passed by the County Commissioners on August 7, 2018 authorizing execution of the Cooperative Agreement and payment of Financing Payments from TIF Revenue, as amended or supplemented from time to time.

“Designated Office” means, in the case of the Trustee, the corporate trust office or offices of the Trustee designated from time to time by the Trustee to the Issuer to which notices are to be delivered hereunder and at which Bonds shall be paid, including the Notice Address specified by the Trustee and in the case of any other Person, the principal office of that person or such other office of the Person as shall be designated from time to time by such Person by notice delivered to the Trustee and the Issuer.

“Developer” means Miami Valley Gaming & Racing, LLC.

“Development Agreement” means the Development Agreement dated as of April 1, 2014, as amended from time to time, among the Issuer, the County, the Developer, and Warren General Property Co., LLC relating to the construction and financing of certain public infrastructure improvements.

“Event of Default” means any of the events described as an Event of Default in Section 7.1 of the Cooperative Agreement.

“Financing Payments” means the County’s payments to the Trustee of all Bond Service Charges and Administrative Expenses pursuant to Section 4.1 of the Cooperative Agreement.

“Financing Payment Date” means the date that is thirty days following the County’s receipt of Service Payments.

“Force Majeure” shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind

of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; civil disturbances; terrorist acts; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; droughts; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; or any cause, circumstance or event not reasonably within the control of the County or the Issuer, provided that inability to obtain necessary financing shall not constitute an event of Force Majeure.

“Holder”, “Bondholder” or “Holder of a Bond” means the Person in whose name a Bond is registered on the Register.

“Indenture” means the Basic Indenture, together with the Series 2018B Supplemental Trust Indenture, as amended or supplemented from time to time.

“Interest Payment Date” means, with respect to the Bonds, June 1 and December 1 of each calendar year, beginning June 1, 2019.

“Issuer” and “Port Authority” means the Warren County Port Authority, a port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State.

“Issuer Executive” means the Executive Director of the Issuer, the Chair, the Vice Chair of the Legislative Authority of the Issuer or any person designated in writing by the Executive Director of the Issuer, the Chair, or the Vice Chair of the Legislative Authority of the Issuer to act in such capacity.

“Legislative Authority” means, with respect to the Issuer, the Board of Directors of the Issuer, and with respect to the County, the Board of Commissioners.

“Mandatory Redemption Date” means each date for the mandatory sinking fund redemption of the Bonds under the Indenture.

“Notice Address” means:

- | | | |
|-----|-------------------|--|
| (a) | As to Issuer: | Warren County Port Authority
406 Justice Drive, Suite 301
Lebanon, Ohio 45036
Attention: Executive Director |
| (b) | As to the County: | Warren County, Ohio
406 Justice Drive
Lebanon, Ohio 45036
Attention: County Administrator |

(c) As to the Trustee: The Huntington National Bank
525 Vine Street, 14th Floor
Cincinnati, Ohio 45202
Attention: Cheri Scott-Geraci, Vice President

“Original Purchaser” means the person or persons designated as such in the Certificate of Award.

“Payment Date” means, as to the Bonds, June 1 and December 1 of each calendar year.

“Person” or words importing persons mean firms, associations, partnerships (including without limitation, general and limited partnerships), limited liability companies, joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

“Principal Payment Date” means any date on which the principal of the Bonds payable, whether at maturity or upon redemption, and includes each December 1, commencing December 1, 2019.

“Project” means retiring the Outstanding Notes issued by the County for the purpose of financing the Racino TIF Roadway Project.

“Rating Service” means Moody’s Investors Service, Standard & Poor’s Ratings Services or Fitch Ratings, each of New York, New York, or their successors, or if any of which shall be dissolved or no longer assigning credit ratings to long-term debt, then any other nationally recognized entity assigning credit ratings to long-term debt designated by an Authorized Official of the Issuer.

“Required Bond Service Charges” means, with respect to a Payment Date, the aggregate of the Bond Service Charges then due and payable for the Bonds and all Bond Service Charges scheduled to be paid on the Bonds prior to the next succeeding Payment Date.

“Series 2018B Revenue Account” means the account designated as such and created in the Indenture.

“Series 2018B Supplemental Trust Indenture” means the supplemental trust indenture, as amended or supplemented from time to time, between the Issuer and the Trustee, supplementing the Basic Indenture to provide for issuance of the Bonds.

“Service Payments” means the service payments in lieu of taxes with respect to the TIF Site.

“State” means the State of Ohio.

“Transaction Documents” means, collectively, the Cooperative Agreement, the Indenture, and the Development Agreement.

“TIF Act” means Ohio Revised Code Sections 307.082, 5709.40, 5709.77, 5709.78, 5709.79, 5709.80, and related provisions of the Ohio Revised Code and any other applicable law, as the same may be amended, modified, revised, supplemented, or superseded from time to time.

“TIF Exemption” shall mean the tax increment financing exemption granted under the TIF Resolution pursuant to the TIF Act.

“TIF Resolution” means Resolution No. 12-1391, passed by the Board of Commissioners on October 9, 2012.

“TIF Revenue” means all monies collected by the County from the Service Payments pursuant to the TIF Resolution.

“TIF Site” means the property located at the northeast corner of Union Road and State Route 63 in Turtlecreek Township, Warren County, Ohio, which property consists of approximately 120.73 acres all as more fully defined in the TIF Resolution.

“Trustee” means The Huntington National Bank, a national banking association duly organized and validly existing under the laws of the United States of America and qualified to exercise trust powers under the laws of the State, in its capacity as trustee under the Indenture, until a successor Trustee shall have become such pursuant to the applicable provisions of the Indenture, and thereafter “Trustee” shall mean the successor Trustee.

“Trustee’s Designated Office” means, in the case of the Trustee, the corporate office or offices, of the Trustee designated from time to time by the Trustee to which notices are to be delivered and at which the Bonds shall be paid, including the Notice Address specified by the Trustee and in the case of any other Person, the principal office of that person or such other office of that Person that shall be designated from time to time by such Person by notice delivered to the Trustee.

“Unassigned Issuer’s Rights” means all of the rights of the Issuer to receive Administrative Expenses incurred by or payable to the Issuer, the right to be held harmless, indemnified and reimbursed for reasonable attorney fees and expenses under the Cooperative Agreement or the Indenture and any other agreement made pursuant to the Cooperative Agreement or the Indenture or in furtherance of the Project, the right to consent to amendments of the Cooperative Agreement or the Indenture and any agreements, mortgage, lease, assignment or note made pursuant to the Cooperative Agreement or the Indenture or in furtherance of the Project, and any other Unassigned Issuer’s Rights as may be set forth in any of the foregoing or in the Indenture.

“Year” means the calendar year, unless otherwise specified.